



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 21, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact
2. Fire Chief Pinning
3. Mount Dora Community Solar

PUBLIC COMMENTS

- This is the time for the public to come forward with any comments on any subject related to City business that is not listed on the Agenda.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. If you are part of a group, try to designate a speaker.
- Please address all comments to the Mayor.

APPROVAL OF AGENDA

BOARD APPOINTMENTS

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2. Request Approval of Grant Agreement Between the City of Mount Dora and FHWA for the Safe Streets and Roads for All Action Plan 98
3. Request Approval of Vendor Agreement with Lake Community Action Agency for the Low Income Home Energy Assistance Program Vendor Payment (LIHEAP) Program 111
4. Request Approval of Change Order with Ten 8 Fire Equipment for Vehicle Maintenance on Fire Apparatus 115
5. Request Approval to Waive Fees for Use of the Martin Luther King Center by TK Law 122
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 - August 8, 2023 City Council Special Meeting
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CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- October 3, 2023, 6:00 PM, Regular Session
- October 17, 2023, 6:00 PM, Regular Session
- November 7, 2023, 6:00 PM, Regular Session
- November 21, 2023, 6:00 PM, Regular Session

ADJOURNMENT

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

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



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of the Piggyback Agreement Between the City of Mount Dora and Universal Engineering Sciences for On-call Building Services

Introduction:

This is a request for City Council to approve the Piggyback Agreement with Universal Engineering Sciences for on-call building inspection services.

Discussion:

The City of Mount Dora Building Division of the Planning and Development Department is tasked with enforcing the provisions of the Florida Building Code, the Florida Fire Prevention Code and portions of the City of Mount Dora Code of Ordinances as well as permitting, plan review, inspections and certifying occupancy, related to new construction and additions and/or alterations to existing structures within the City limits. The Building Division has determined that it is necessary to have an on-call provider to handle building inspections, plans review and building official duties on an as-needed basis to provide building services to the public in a timely manner. Currently, there are a number of large scale construction projects underway in the City of Mount Dora, including Timeberwalk, Seasons at Wekiva Ridge, along with ongoing construction phases in the Lakes of Mount Dora and other commercial construction such as Longhorn Restaurant, Culvers Restaurant, mini-warehouse, Christian Brothers Automotive, Ale-House, Big Dan's Car Wash, Inspire at Donnelly Woods Independent Living Facility, and three hotel projects.

The City previously had contracts with four private support providers and now wishes to piggyback on the valid Osceola County Contract with Universal Engineering Sciences for On-call Building Services. The Osceola County procurement information is attached to this agenda item.

Budget Impact:

There is no Impact on the Building Department Budget Professional Services (GL #123-1630-524.31-01). These are on-call services and only billed when services are provided. Currently, GL #123-1630-524.31-01 has \$194,995.00 available for these services.

Strategic Impact:

Economic Development, Public Safety and on-going building permit inspection to ensure the level of services is being maintained.

Recommendation:

City Council approve the Piggyback Agreement with Universal Engineering Sciences and authorize the Mayor to execute documents on behalf of the City.

Attachment(s):

1. RFP-23-13476-MM_-
_Contracted_Building_Inspections_and_Plans_Review_Services_12.11.2022
2. Bid_Opening_Tabulation_01.17.2023_RFP-23-13476-MM
3. Final_Evaluation_Summary_RFP-23-13476-MM_02.15.2023
4. Notice_of_Intent_to_Award_RFP-23-13476-MM
5. Universal Engineering Sciences - RFP-23-13476-MM
6. Agreement Signed.

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: Marilyn Douglas, Purchasing Manager
Vince Sandersfeld, Planning and Development Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 9/6/2023
Approved - 9/6/2023
Approved - 9/11/2023
Approved - 9/14/2023
Approved - 9/14/2023
Final Approval - 9/14/2023

ATTACHMENT #1

ATTACHMENT #1

RFP-23-13476-MM	Due Date & Time: Tuesday, January 17, 2023, at 2:00 PM, Local Time	Advertised Date: Sunday, December 11, 2022, and Thursday, December 15, 2022
Procurement Analyst: Mildred Maldonado Email: Mildred.Maldonado@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Contracted Building Inspections and Plans Review Services		



Request for Proposals Osceola County Board of County Commissioners Procurement Services Office 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone (407) 742-0900 Fax (407) 742-0901



To: All Prospective Proposers
From: Mildred Maldonado, Procurement Analyst IV
Subject: Solicitation Number: RFP-23-13476-MM – Contracted Building Inspections and Plans Review Services
Date: December 11, 2022

Dear Potential Proposer:

Osceola County Government, an Equal Employment Opportunity (EEO) employer, does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful proposer(s) must demonstrate by his/her qualifications, experience, availability, approach, and work plan that he/she will best serve the overall needs of Osceola County.

If you are interested in preparing a response to this RFP, please read requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the proposer to the extent that you confirm acceptance by your signature on Attachment "F".

Questions regarding this solicitation must be received in writing at the address above no later than Tuesday, December 20, 2022, at 12:00 PM Local Time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the Osceola County VendorLink site; <https://vendorlink.osceola.org>. You may also access VendorLink by using the link located on the Procurement Services section page of www.osceola.org.

All proposers are advised that under chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

Osceola County welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by Osceola County as stated in the evaluation section of this document. Osceola County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. Osceola County may withdraw all or part of this RFP at any time to protect the interests of the County. All proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Thank you for your interest in doing business with Osceola County.

Procurement Services Office

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Section I. Overview of Project.

A. Intent.

It is the intent of this solicitation to engage one or more qualified consultants to perform residential and/or commercial building code inspections and plan reviews services and to provide permit technicians, and/or Building Official services for the County on an as-needed basis. Services provided shall be in accordance with, and pursuant to, the Florida Building Codes and other applicable federal, state and local law, rules, regulations and requirements.

B. Background.

1. Osceola County, Florida was created in 1887. Osceola County is a 1,506 square mile area that serves as the south/central boundary of the Central Florida Region and the Greater Metropolitan Area. The City of Kissimmee, the County Seat, is 18 miles due south of Orlando. Osceola's other incorporated City, St. Cloud, is 9 miles east of Kissimmee, and approximately 45 miles west of the City of Melbourne on the Atlantic Coast.
2. An urban and urbanizing area in the northwest quadrant of the County dominates Osceola County's geography. This area adjoins Polk and Orange counties and includes most of Osceola's population. It includes the incorporated areas of Kissimmee and St. Cloud, the unincorporated communities of Poinciana and Buenaventura Lakes, and unincorporated places ranging from Narcoossee in the northeast to Campbell City and Intercession City in the southwest to Deer Run and St. Cloud Manor in the south.

C. Term of Agreement.

It is anticipated an Agreement will be awarded for an initial three (3) year term to begin upon approval and execution by the County; with the opportunity for additional one (1) year renewal periods when in the best interest of the County. Total contract length, including all renewals shall not exceed five (5) years. The decision to renew or extend the contract shall be at the discretion of the County. The successful proposer(s) shall be required to review the Contracted Building Inspections and Plans Review Services with the County on a semi-annual basis.

D. Minimum Requirements.

1. The Contractor must be licensed to do business within the State of Florida.
2. The Contractor must possess a current State of Florida Standard Plans Examiner Certificate for plans review and/or a current Building Inspector license for Residential and Commercial Inspections and **must provide proof as part of their response.**

The Proposer shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etcetera (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

E. RFP and/or Performance and Payment Bond.

A RFP/Performance and Payment Bond is not required for this project.

Section II. Scope of Services and Technical Requirements.

A. Scope of Services.

The Contractor shall perform residential and/or commercial building code inspections and plan reviews services and provide permit technicians and Building Official services for the County on an as-needed basis. Services shall be provided in accordance with, and pursuant to, the Florida Building Codes and other applicable federal, state and local law, rules, regulations and requirements.

B. Service Requirements.

The Contractor must be capable of performing one or more of the following:

1. Florida Building Code compliant residential and/or commercial inspections in the principal building trades of building, electrical, plumbing, mechanical, energy conservation, and existing building.
2. Florida Building Code compliant residential and/or commercial remote plan reviews in the principal building trades of building, electrical, plumbing, mechanical, energy conservation, and existing building.

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3. Florida Building Code Compliant Building Official services.
4. Permit technician services for permitting intake, processing, data entry, and customer service.
5. **In their proposal, the Contractor shall indicate which of the positions they intend to provide Assigned Employees to perform.**

C. **Assigned Employees.**

The Contractor shall provide individuals, as noted above, herein identified as an Assigned Employee(s) that will perform services for Osceola County.

1. The Contractor's Assigned Employee shall provide a variety of expert consulting services to the Osceola County Building Office, including Contracted Building Inspections and Plans Review Services, Building Official(s) and/or Permit Technicians.
2. The Contractor shall provide other Assigned Employees as requested by the County from time to time, and as reflected herein to the County on a need-based requirement.
3. All Assigned Employees are employees of the Contractor and are not, and will not be considered, employees of the County.
4. The Contractor shall select employees that meet the requirements noted herein and provide them for use by County based upon their qualifications, certifications licenses and experience as an Assigned Employee.
5. The Contractor shall notify any Assigned Employees they are not an employee of the County for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits.

D. **Assigned Employee Equipment.**

1. The Contractor shall provide all equipment necessary to perform building code inspections including but not limited to, cellular phones, laptop computers, iPads, mobile printers, code books, inspection mirrors, safety equipment (PPE), ladders, electrical test equipment, and other items required to complete each inspection.
2. The Contractor shall provide all equipment necessary to perform building code remote plan reviews, including but not limited to, cellular phones, computers, code books, and other items required to complete each plan review.
3. The Contractor's Assigned Employees performing Permit Technician services at the County Administration Building, or approved alternate location, shall be provided with the necessary office equipment for their assigned task by Osceola County.
4. The Contractor's Assigned Employees performing Building Official services at the County Administration Building, or approved alternate location, shall be provided with the necessary office equipment for their assigned task by Osceola County.

E. **Assigned Employee Vehicles.**

1. For building inspection services, the Contractor shall be responsible for providing all vehicles required to perform the services described herein with all vehicles being used clearly identified with the contracted company's name.
2. The Contractor's vehicles shall be well maintained to limit breakdowns and possible interruptions to service.
3. The Contractor's Assigned Employees who will drive vehicles while performing work for the County shall possess a valid Florida Driver's License and maintain a clean driving record.
4. All fuels, oils, lubricants, and maintenance of the vehicles or any parts thereof shall be the sole responsibility of the Contractor.

F. **The Contractor and Assigned Employee Personnel Appearance.**

1. The Contractor's Assigned Employees shall be neat and clean in appearance and shall always wear visible photo identification.
2. The County will provide a temporary Osceola County identification card to the Contractor's Assigned Employees giving authorization for performance of County inspections, plan reviews, Permit Technician services and/or Building Official services, as applicable.
3. The Contractor shall provide uniforms with its company name for all Assigned Employees providing services related to this Agreement.
4. The Contractor's Assigned Employees shall be physically able to perform all requirements of their assigned positions and conduct themselves in a courteous, positive, and professional manner always.

G. **Assigned Employee Licensure.**

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1. Personnel employed by the Contractor to perform building code inspections, plan review, and Building Official services must possess a current license issued by the Department of Business and Professional Regulations, Building Code Administrators, and Inspectors Board (BCAIB) and may only perform building code inspection services that are within the disciplines covered by that person's licensure or certification under Florida Statue Chapter 468, Chapter 471, or Chapter 481.
2. The names of all personnel and a copy of each license issued to personnel employed by the Contractor to perform building code inspections shall be provided to the County's Building Official, or his designee, prior to award of contract.

H. Timing of Service Performance.

The Contractor and its Assigned Employees, as applicable, shall be required to perform building code inspection services in the following manner.

1. The County will inform the Contractor no later than 7:00 a.m. the day of the requested inspection.
 - a. The Contractor shall conduct the requested inspection the day of the notification by the County between 7:00 a.m. and 4:00 p.m.
 - b. In the event the project site cannot be inspected, the Contractor shall notify the County's Building Office to coordinate the projected building inspection.
2. The County's Building Official, or his designee, may visit any project site to verify inspections. If it is discovered that the Contractor and its inspectors have missed code issues on two or more inspections on a specific project site, the Contractor must meet with the County's Building Official to resolve the matter.
3. The Contractor shall be required to perform remote building code plan review services in the following manner:
 - a. The County will inform the contracted firm(s) through our automated plan review program of the plan reviews that have been assigned to them on a daily basis.
 - b. The contracted firm(s) shall conduct the requested plan reviews the day following the notification by the County.
 - c. In the event the project cannot be reviewed, the contracted firm(s) shall notify the Osceola County Building Office to coordinate a projected schedule for the assigned plan reviews.

I. Contractor's Assigned Employee, Operational Hours and Time-off Requests.

1. The Contractor's Assigned Employee for positions noted herein are for semi-permanent assignment whether full time or part time for the duration of the agreement, including amendments.
2. When the County accepts an assigned employee from the Contractor it shall be for a regular work schedule.
3. If the Contractor finds it necessary to remove this Assigned Employee or if the Assigned Employee quits, the Contractor shall refill this Assigned Employee position at the County with another like (licensed) Assigned Employee as quickly as possible.
4. Through the Contractor, the assigned employees shall submit requests for time-off two weeks in advance; requests submitted to the Contractor and provided to the County are subject to the County's approval based on the needs of the Department.

J. Documentation.

1. Upon completion of the assigned inspection, the Contractor shall record such inspection within the Department's on-line data-based program (Accela).
2. The Contractor shall report to the County's Building Official, or his designee, any condition that poses and immediate threat to public safety, health, and welfare.
3. Upon completion of the assigned plan reviews, the contracted firm(s) shall record reviewed plans and comments within the Department's on-line data-based program (Accela).
4. Each completed plan review record, indicating pass or fail and applicable conditions, shall be posted within the computer system.
5. The Contractor shall be responsible for ensuring the provision of information related to inspections and plans revise services and shall ensure the information is provided in the County's online data-based application as noted herein.
6. The Contractor shall report to the County Building Official, or their designee, any condition that poses an immediate threat to public safety, health, and welfare.

K. Other Services.

Osceola County requests Contractor include a cost per hour pay item for Permit Technician positions and Building Officials.

1. Permit Technicians may be utilized to in-take permits, process of permits, perform data entry, and other customer services as needed but would not perform Residential and Commercial Inspections and would not perform Plans Review Services.

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2. Building Officials' duties shall be to serve as required by Florida Statute and the Florida Building Code. The hourly rate will include all costs associated with the performance of their duties.
3. No additional compensation will be considered for fuel, overhead, materials, testing equipment, cell phones, computers, laptops or table devices or similar items.
4. The Contractor's Assigned Employees performing as Permit technicians and Building Officials, working at the County Administration Building, shall be provided with the necessary office equipment for their assigned task by Osceola County. Use of the County's provided technology shall be County's policy and applicable procedures regarding acceptable technology use, including cyber security.

L. Staff Sufficiency.

Osceola County reserves the right to request the Contractor to replace an Assigned Employee when repeated performance deficiencies are noted. While Osceola County will work with the Contractor to remedy deficiencies identified, the Contractor agrees to provide a replacement Assigned Employee within eight (8) business hours upon request.

M. Assigned Employees' Work – Application of Standard Rate Charges and Extended Rate Charges.

1. If the Contractor's Assigned Employee works up to forty (40) hours per Work Week, the Contractor shall charge the County using the Standard Rate Charge per hour, for each hour worked up to forty (40) hours during the Work Week.
 - a) The Work Week is defined as Saturday at 12:00:00 AM to Friday at 11:59:59 PM of any given week.
 - b) For reference, the County's Building Department operating hours are 7:30 AM to 3:30 PM, Monday through Friday, with a half hour lunch break.
 - c) Where applicable, the County will review requests for a variable daily schedule. If approved, the County will notify the Contractor and the Contractor's Assigned Employee in writing, with the approved schedule noted.
2. If any Assigned Employee works more than forty (40) hours in a Work Week, the Contractor may charge the County the Extended Rate Charge, for each additional hour beyond the forty (40) hours worked during the Work Week.
3. If, during the performance of work herein, it is apparent the Assigned Employee will work additional hours beyond the initial forty (40) hours per Work Week, the Contractor will notify the County. If the County needs the Contractor's Assigned Employee to work additional hours beyond the initial forty (40) hours per Work Week, the County will notify the Contractor. The County will be able to review, approve or reject, in advance the performance of work in addition to the forty (40) hours in writing.
4. The performance of hours beyond the initial forty (40) hour per individual Assigned Employee will be billed at the Extended Rate Charge.
5. The Extended Rate Charge will only be applied to hours worked by each individual Assigned Employee during a specific Work Week in excess of forty (40) hours.
6. The Contractor, when charging for services using the Extended Rate Charge, shall identify the specific hours being charged as "Extended Rate Charges".

N. Contractor's Hourly Rates and Invoicing.

1. Inspectors:
 - a. Hourly rate includes all costs associated with Inspection Services and is all inclusive.
 - b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment or administration.
 - c. Commuting expenses to and from Osceola County, by the Contractor's Assigned Employee, shall not be billable to County under this contract and shall be an expense of the Contractor. Once inside Osceola County, travel time to the inspection site should be included in the inspection time. All inspections time reported should include travel time from the previous inspection.
 - d. Inspectors are to be within the boundaries of Osceola County during working/billable hours
 - e. The Contractor shall submit invoices to the County's Building Office monthly and shall include the Building Permit Numbers, date of inspection, inspection performed, and time required to complete the inspection.
2. Remote Plans Review:
 - a. The Contractor's cost to provide Remote Plan Review Services is all inclusive.
 - b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment or administration.
 - c. Remote plan reviewers are to work from remote locations and shall bill working time only as required to complete their assigned plan reviews

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- d. Invoices shall be submitted to the Osceola County Building Office monthly and shall include the Building Permit Number, date of plan review performed, and total hours worked by Permit Number
3. Permit Technician Services:
 - a. Hourly rate includes all costs associated with the performance of the Technician.
 - b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment, cell phones, computers, laptops or tablet devices or similar items.
 - c. Commuting expenses to and from Osceola County, by the Contractor's Assigned Employee, shall not be billable to County under this contract and shall be an expense of the Contractor. Once inside Osceola County, travel time to the inspection site should be included in the inspection time. All inspections time reported should include travel time from the previous inspection.
 - d. Permit Technicians shall be at the County Administration Building during working/billable hours
 - e. The Contractor shall submit invoices to the County's Building Office monthly and shall include time required to complete tasks.
4. Building Official Services:
 - a. Hourly rate includes all costs associated with the performance of the Building Official.
 - b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment, cell phones, computers, laptops or tablet devices or similar items.
 - c. Commuting expenses to and from Osceola County, by the Contractor's Assigned Employee, shall not be billable to County under this contract and shall be an expense of the Contractor. Once inside Osceola County, travel time to the inspection site should be included in the inspection time. All inspections time reported should include travel time from the previous inspection.
 - d. Building Officials shall be at the County Administration Building during working/billable hours
 - e. The Contractor shall submit invoices to the County's Building Office monthly and shall include time required to complete tasks.

O. Provision of Additional Services.

The County reserves the right to negotiate with the awarded Contractor for the provision of additional services similar in nature. This includes, but is not limited to, additional inspection services, nationally recognized testing laboratory services, architects, engineers, and other like services that may be required on an as-needed basis.

- P. Semi-Annual Review:** The Awarded Contractor agrees to review any resulting agreements with the County on a semi-annual basis.

Section III. General Instructions for Proposal Preparation and Delivery.

A. Requesting the Solicitation Document.

The RFP documents are available on-line at no charge via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. **Register as a vendor to download the solicitation documents.** You may also download the solicitation documents via the link located on the Procurement Services section page of www.osceola.org. Osceola County is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Procurement Services Office at (407) 742-0900. **Important:** The desire of Osceola County to pursue proposals shall in no way obligate the County to compensate you for your efforts or to execute a contract with your firm.

B. On-Line Service Provider Disclaimer.

VendorLink has no affiliation with Osceola County other than as a service that facilitates communication between the County and its vendors. VendorLink is an independent entity and is not an agent or representative of the County. Communications to VendorLink do not constitute communications to the County.

C. Solicitation Documents from Third Party Providers.

The Osceola County Procurement Services Office and its service provider VendorLink are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may contain an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are

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advised to contact the Osceola County Procurement Services Office to provide a contact name, mailing address, phone number, fax number, and email address to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of Osceola County is prohibited.

D. Pre-Proposal Conference.

There will be no pre-proposal conference for this project.

IMPORTANT NOTE: It is imperative that all proposers have a clear understanding of the scope of services requirements. As such, the County reserves the right to schedule a pre-proposal conference. Therefore, in the event a mandatory pre-proposal conference is required and/or subsequently scheduled, attendance will be a pre-requisite for submitting a proposal; and proposals will only be accepted from those who are represented at a mandatory pre-proposal conference. Attendance at the pre-proposal conference will be evidenced by the proposer's/representative's signature on the attendance roster. In the event of a mandatory pre-proposal conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

E. Interpretation and Questions.

All questions relating to this RFP document must be in writing and hand-delivered or delivered electronically through email or fax to the designated Procurement Services Office Representative **no later than Tuesday, December 20, 2022, at 12:00 PM Local Time**. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement Services Office Representative. Any oral communications will not be authoritative and will not be binding on the County. It is the sole responsibility of the proposer to contact the Procurement Services Office prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal. Addenda will be available to all proposers on the Osceola County VendorLink site: <https://vendorlink.osceola.org> and via the link located on the Procurement Services section page at www.osceola.org.

F. Preparation and Format.

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

G. Page Limitation.

Proposal packages shall be limited to **not more than 60 PAGES**, printed on a single side of paper, with a font no less than twelve (12) point.

Note: Required attachments will not be counted in the 60 page limitation.

H. Completeness.

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the County. The following list details the appropriate proposal format:

1. Selection dividers with tabs labeled. Tab "A" through Tab "E", to identify each required criteria in Section V;
2. All attachments shall be placed under the appropriate tab for that sub-section.
3. Currently valid Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License) shall be placed under Tab "A" of your proposal.

I. Corporate Standing and Authorized Signatory.

The bidder or proposer must demonstrate that the company is in good standing and that the person signing this bid or proposal is authorized on behalf of the bidder or proposer to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the bidder/proposer will be duly bound. The bidder/proposer **must provide a copy of the State Certificate of Good Standing/Articles of Incorporation** listing the officers of the company. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of your Articles of Incorporation listing the approved signatories of the corporation
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

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J. Proposal Reproduction.

Please submit four **(4) copies of the proposal package**, one (1) unbound original and **three (3)** bound copies. The submittal **MUST** also include a single CD-ROM or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

K. Proposal Submittal and Delivery.

Sealed proposals must be received, and date stamped in the Osceola County Procurement Services Office by the specified **Tuesday, January 17, 2023, at 2:00 PM local time deadline**. Proposals received after the stated date and time will not be accepted and will be returned unopened. **No exceptions will be made.** Proposals shall be submitted and delivered to the below address in a sealed, opaque envelope or packaging material, plainly marked on the outside with the following:

Osceola County Procurement Services Office
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741
RE: Solicitation: **RFP-23-13476-MM**
Solicitation Title: **Contracted Building Inspections and Plans Review Services**
Date and time proposal is due: **Tuesday, January 17, 2023, at 2:00 PM Local Time.**

Attention: Mildred Maldonado

For your convenience, **Attachment "M"** has been provided to properly identify and affix to your RFP response.

L. Improper Identification and Timeliness.

The County is not responsible for the failure of a proposer or the proposer's agent to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such as facsimile and e-mail, is not allowed.

M. Public Opening of Proposals.

Proposals will be announced publicly in the Procurement Services Office on the above appointed date and time or as soon thereafter as possible. Only the names of the respondents will be announced. All other information will be subject to Florida's Open Government Laws to Public Contracting.

N. Withdrawal of Proposals.

Proposals may not be withdrawn for a period of **one hundred eighty days (180)** days after the public opening date.

O. Ownership of Documents.

All documents resulting from this RFP solicitation shall become the sole property of Osceola County.

Section IV. Proposal Schedule.

Tentative Schedule	
Task	Date
RFP Released to General Public	Sunday, December 11, 2022
RFP Pre-Proposal Meeting (if applicable)	Not Applicable
Deadline for Questions by Interested Parties	Tuesday, December 20, 2022, at 12:00 PM, Local Time
Proposal Due Date and Opening	Tuesday, January 17, 2023, at 2:00 PM Local Time
Evaluation and Selection	January 2023
Presentations, if required	January 2023 / February 2023

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Board of County Commissioners or County Manager's Approval of Contracts	TBD
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Section V. Proposal Response, Criteria, and Evaluation Point Values.

Evaluation Criteria	
Category	Points
A. Firm Qualifications and Experience	40
B. Similar Projects	30
C. Project Approach	20
D. Price Proposal and Acceptance of Terms and Conditions (Attachment F)	10
E. Additional Information	0
Total Points	100

A. Firm Qualifications and Experience – Tab “A” (40 Points).

- Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the proposer, including a brief description of your firm's location, organization structure, and philosophy. (This section is *not* included in the overall proposal 60 page count.)
- Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names, contact information, and resumes) and specify which services the individuals will provide to Osceola County.
- Sub-contractors.** Proposers must list any Sub-contractors that shall be used to accomplish the scope of services on the Proposed Schedule of Subcontractor Participation Form (Attachment “G”). If no Subcontractors are going to be used, check the box for Subcontractors will not be utilized for this project at the top of the form.
- Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.
- Financial Information.** Provide an official letter from the proposer's financial institution detailing the financial status of the proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your offer.
- Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful offeror will be required to provide Certificate(s) of Insurance evidencing coverage as required in Attachment “B” within five (5) business days of the notification of intent to award. **Note:** Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
- Corporate Standing and Authorized Signatories.** Proposers **must provide a copy of the State Certificate of good standing** listing the officers of the company. If the signatory is not one of the officers listed on the State Certificate, the bidder/proposer must complete the Articles of Incorporation / Corporate Documents Form (Attachment “I”) or provide one of the forms of evidence of Signatory Authority listed in Section III, I Corporate Standing and Authorized Signatories.
- Public Entity Crimes.** Proposers must complete the Public Entity Crimes Statement (Attachment “C”) and have it notarized.
- Conflict of Interest.** Proposers must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the Conflict of Interest Statement (Attachment “D”) and have it notarized certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the Osceola County Government.
- Local Business Tax Receipt (formerly Occupational License).** Provide a copy of your Local Business Tax Receipt. Osceola

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County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its CONTRACTORS. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

11. **IRS W-9 Form.** Vendors that have not done business with the County or have not provided an updated W-9 Form within the past two (2) years, must complete IRS Form W-9, Request for Taxpayer Identification Number and Certification (Attachment "K") and submit with the proposal.
12. **Organizational Structure.** The County recognizes and understands that many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, and etcetera. As a result, it is sometimes difficult to determine what past performance is relevant to this project. To facilitate this relevancy determination, include in your proposal response a "roadmap" or organizational chart describing all such changes in the organizational structure of your firm.
13. **Additional Completed RFP Attachment Forms.** The following completed Attachment forms should be included in this section as applicable: Attachment "E", Drug-free Workplace Certification, Attachment "H", Addendum Acknowledgement, Attachment "J", Vendor Demographics Survey, and Attachment "L", Contractor Certification Scrutinized Companies.

B. Similar Projects – Tab "B" (30 Points).

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of one (1) reference of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last four (4) years or currently underway by the proposer's firm, as follows:

1. Client name, address, phone, fax number and email address;
2. Description of all services provided;
3. Performance period; and,
4. Total annual amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

C. Project Approach – Tab "C" (20 Points).

1. State your firm's technical approach to the project and the interpretation of the scope of services required.
2. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
3. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
4. Provide an implementation schedule for proposed services including any management and planning strategies.
5. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

D. Price Proposal and Acceptance of Proposal Terms and Conditions – Tab "D" (10 Points).

The Price Proposal and Acceptance of Proposal Terms and Conditions Certification, Attachment "F", shall be completed and included in Tab D. An authorized signatory must sign attesting to knowledge of scope of services, committing to the prices as offered, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

The Fee Schedule shall be evaluated as follows:

The lowest price receives the maximum points. The lowest price is then divided into, individually, by the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The Weighted Score will be rounded to the nearest whole number.)

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Example:

Vendor	Proposed Price	%		Maximum Score		Weighted Score
A	\$40,000	85%	X	25	=	21
B	\$37,500	90%	X	25	=	23
C	\$33,900	100%	X	25	=	25

33,900 divided by 37,500 = 90%; 90% x 25 = 23 (rounded to the nearest whole number)

E. Additional Information – Tab “E” (No Assigned Points).

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

Section VI. Evaluation Process.

A. Determining Responsibility.

In conjunction with the weighted criteria being used to determine the capability of the proposal, the County may also consider the proposer's ability to meet or exceed the following criteria:

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
2. The quality of performance of previous contracts or services including previous performance with the County;
3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the County on a debt or a contract; whether the proposer is in default on surety to the County; or whether the proposer's taxes are delinquent.

B. Evaluation Committee.

The Evaluation Committee (EC) is comprised of qualified and recommended Osceola County staff members, professional County advisors, or local government staff or officials which are appointed by the County Manager or Designee in coordination with the requesting department. The EC shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The Procurement Services Office Representative shall be the non-voting chair of the committee.

C. Initial Evaluation of Proposals.

The Procurement Services Office Representative shall perform the initial review of all proposals submitted for initial qualifications certification. This process includes, but is not limited to the following:

1. The proposal was submitted by the deadline;
2. All required documents have been submitted;
3. All documents requiring an original signature have been signed and submitted; and,
4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.

A checklist of the essential items required by the solicitation shall be prepared by the Procurement Services Office Representative and presented to the EC for consideration and action. The County, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the proposer's response to this RFP.

D. Presentations or Interviews.

The County may request that proposers provide presentations to the EC, County Manager, and/or Board of County Commissioners; and/or conduct interviews with the selected proposers regarding the qualifications, ability to furnish the required services, and all criteria set forth herein. The Procurement Services Office will notify all proposers of the County's decision to request presentations and/or interviews, as applicable. Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

E. Best and Final Offer and Negotiations.

The County may request that the respondents provide a Best and Final Offer submittal before final determination for September 21, 2023 City Council Regular Session Agenda Packet

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recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Procurement Services Office and a member from the end use department. The County reserves the right to negotiate any and all elements of a contract resulting from this request for proposal. Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

F. Right to Cancel or Reject.

A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the County may be rejected, in whole or in part, without recourse, when it is in the best interest of the County in accordance with the Administrative Code, Chapter 3. The County reserves the right to accept or reject any or all proposals, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject proposals which, in its judgment, best serve the interest of the County. The County also reserves the right to reject the proposal from a proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this proposal is considered an operational cost of the proposer and shall not be passed on to or be borne by the County.

G. EC Tabulation.

The tabulation of the EC evaluation will be posted via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. Tabulation of proposal selections may also be viewed via the link located on the Procurement Services section page of www.osceola.org. Interested proposers may also call the Osceola County Procurement Services Office for results.

H. Protests and Appeals.

Any prospective bidder or respondent, or any bidder or respondent who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Protest in accordance with the terms and conditions of Section 3.5 of the Osceola County Administrative Code.

I. Award of Contract.

1. The County Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the Board. The County Attorney's Office may review all contract documents. Other experts may be consulted to assist in this process.
2. The Procurement Services Office and the requesting Department will prepare the required award documents and make recommendations for approval to the Board of County Commissioners or County Manager. Upon award, the Chairman/Vice Chairman or County Manager, as applicable, will execute the agreement. The Board of County Commissioners retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the County.
3. Non-Exclusive Contract: Award of this project shall impose no obligation on the County to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
4. Ownership and Rights in Data: Any work, product or deliverable report provided to the County as a result of work performed while under contract shall be considered the property of the County and may be used in any fashion the County deems appropriate. The County shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

Section VII. General Terms and Conditions.

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Osceola County abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Prompt Payment Act.

Payments will be made pursuant to section 218.70, Florida Statutes, Florida's Prompt Payment Act.

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C. Local Business Tax Receipt (formerly Occupational License).

Osceola County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its CONTRACTORS. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (407) 742-4000.

D. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the proposer. The County will not entertain separate payment for these items.

E. Taxes.

Osceola County is tax exempt. As such, the County does not pay State of Florida Sales Tax or Federal Excise Tax. The County's State Sales Tax exemption number is 85-8013132398C-5 and the Federal Exemption Identification Number is 59-6000780.

F. Governing Laws and Venue.

Any contractual arrangement between Osceola County and the proposer shall be consistent with, and be governed by, the ordinances of Osceola County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

G. Conflict of Interest.

All proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of Osceola County. Furthermore, all proposers must disclose the name of any Osceola County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the proposer or the cancellation of work. It is the sole responsibility of the proposer to ensure compliance with the County Administrative Code, Chapter 3, Section 3.3-2, Conflict of Interest. Please complete and submit Attachment "D" with your proposal response. The County may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

H. Additional Terms and Conditions.

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposer's authorized signature affixed to the proposal signature section attests to this.

I. Liability.

The successful proposer shall act as an independent contractor and not as an employee of Osceola County. The successful proposer will be required to indemnify, defend, and hold and save harmless Osceola County, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any task or duty required to be performed by the successful proposer.

J. Indemnification.

1. General Liability: The successful proposer will agree to be liable for any and all damages, losses, and expenses incurred to the County, caused by the acts and/or omissions of the successful proposer, or any of its employees, agents, Sub-contractors, representatives, or the like. The successful proposer will agree to indemnify, defend and hold the County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the successful proposer, or any of its employees, agents, Sub-contractors, representatives or the like.
2. Patent or Copyright: The successful proposer shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the successful proposer during or after completion of this project. These obligations shall survive acceptance of any goods, services and/or

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performance payment therefore by the County.

K. Insurance Requirement.

1. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt (Reference Section VII, letter C) with your proposal submittal.
2. The successful proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in Attachment "B", to Osceola County Procurement Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to Osceola County and shall name Osceola County Board of County Commissioners as the Certificate Holder.
3. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

L. Public Entity Crimes.

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By completion and submittal of Attachment "C" and signature on this solicitation, the proposer certifies that it is qualified to do business with Osceola County in accordance with all Florida Statutes.

M. Acceptance of Goods/Services.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County may refuse final acceptance of the goods/services.

N. MWBE, LSBE and SDVBE Programs.

The Osceola County Board of County Commissioners has established a Minority and Woman-owned Business Enterprise (MWBE) and Local Small Business Enterprise Programs (LSBE) with a combined goal of 25% contractor and Subcontractor participation. The purpose of these programs is to promote and encourage the participation of MWBE and LSBE as Contractor or Subcontractor on County awards.

Proposers must include a list of Subcontractors by completing Attachment "G", Proposed Schedule of Subcontractors Participation, which identifies which firms are MWBE, SDVBE and LSBE and the proposed percentage of the dollar value of the contract to be performed by each firm.

During the term of the agreement, CONTRACTORS using Subcontractors will be required to report on the percentage and the dollar value of the contract performed by MWBE, SDVBE and LSBE Subcontractors at the time of submission of each pay application or invoice.

The Osceola County Board of County Commissioner has established a Service Disabled Veteran's Business Enterprise (SDVBE) Program to address the economic disadvantage of service-disabled veterans. Whenever the County is considering two (2) or more bids, proposals, or responses to a solicitation for the procurement of goods, services and/or construction, which are equal with respect to price, quality and services where at least one (1) response is from a certified SDVBE, the County shall award the agreement to the SDVBE.

O. Drug-Free Workplace Preference.

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete Attachment "E", Drug-Free Workplace Certification and include with your RFP response.

P. Audits and Records—Responsibilities of Successful Proposer.

Before or after an agreement is prepared and executed, the successful proposer may be required to disclose their financial

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condition in a specified manner. In addition, subsequent to an agreement being executed, the successful proposer must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the County in the form and frequency requested. The successful proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than three (3) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the County Commission Auditor or its designee. The successful proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful proposer with any party for work required in the performance of this project.

Q. Additional Information.

The Osceola County Procurement Services Office reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

R. Equal Opportunity.

Osceola County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the County's Equal Employment Opportunity policy is available upon request.

S. Proposal Use by Other Agencies.

All proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

T. Lobbying; Lobbying Black-Out Period; Questions Regarding the RFP.

1. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, any requesting or evaluating department/division personnel and/or any member of the evaluation committee concerning an active solicitation during the Black-Out period.
2. The Lobbying Black-Out Period commences upon the issuance of this solicitation document.
3. The Lobbying Black-Out Period for awards requiring Board approval concludes at the beginning of the meeting at which the Board will be presented the award(s) for approval or request to provide authorization to negotiate a Contract(s). If the Board refers the item back to the County Manager for further review or otherwise does not take action on the item, the Lobbying Black-Out Period will be reinstated until such time as the Board meets to consider the item for action.
4. The Lobbying Black-Out Period for awards requiring County Manager Approval concludes upon issuance of a Notice of Intent to Award.
5. Bidders, Respondents, potential Vendors, service providers, Lobbyists, Consultants, or Vendor representatives shall not contact any Board Member, the County Manager, any requesting or evaluating Department/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the Black-Out Period.
6. All questions and procedural matters shall be directed to the Procurement Services Office. Except in response to communications initiated by authorized County representatives, contact by Bidders or Respondents to any Board Member, the County Manager, any requesting or evaluating County Personnel, or any member of the Evaluation Committee, initiated during the Black-Out Period, may result in disqualification from the Solicitation Process.
7. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement Services Office Representative, in writing, by the cutoff date and time stated herein.
8. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end period as established in items (3) and (4) of this section, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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U. Office of Record.

The Osceola County Procurement Services Office shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Procurement Services Office may be reached Monday through Friday between 8:00 a.m. to 5:00 p.m. at 407-742-0900 (phone) or 407-742-0901 (fax).

V. Public Records.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

W. Time of Performance.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the County and the successful proposer. All proposers are asked to provide the best estimate for compliance with the scope of work as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

X. Attachments and Exhibits.

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

Y. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the County.

Z. Certification of Independent Price Determination.

By submission of a response, the Proposer certifies that in connection with this proposal: The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

AA. Responsibility of Proposer.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

BB. Employment Eligibility Verification (E-Verify).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all Subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such Subcontractor shall provide an affidavit to the CONTRACTOR stating that the Subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

CC. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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DD. Estimated Quantities.

This RFP contains an estimated number of volume and/or transactions. Although said numbers reflect the County's average volumes over the past several years, the County cannot guarantee that such volume and/or transactions will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the County to commit to said volume and/or transactions.

EE. Public Emergencies.

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the County. The Proposer agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

FF. Scrutinized Companies Clause.

Osceola County may not enter into any contract for \$1 million or more with any company that is on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes. All responses to solicitations for goods and/or services equal to or in excess of \$1 million shall be required to complete Attachment "L", certifying that the Respondent is not on any scrutinized companies list. All resulting contracts for \$1 million or more shall be subject to termination by Osceola County, i) in the event the contracting vendor is put on a scrutinized companies list, or ii) the County determines that the certification provided in Attachment "L" was false. Exceptions to and penalties for violation of Section 287.135, Florida Statutes, shall be in accordance with those set forth therein.

GG. Public Records Compliance.

1. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 2401
Kissimmee, Florida 34741
407-742-0100
BCCPIO@osceola.org

2. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
 - a. Keep and maintain public records required by the COUNTY to perform the service.
 - b. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 - d. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the

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CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.

- e. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions.

INTENTIONALLY LEFT BLANK

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ATTACHMENT "A" STATEMENT OF "NO PROPOSAL SUBMITTAL"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: Osceola County Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741.

I/WE HAVE DECLINED TO PROPOSE TO **RFP-23-13476-MM**, titled **"Contracted Building Inspections and Plans Review Services"** for the following reason(s):

- ☐ Proposal requirements too "restrictive".
- ☐ Insufficient time to respond to Request for Proposal.
- ☐ We do not offer this service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet requirements.
- ☐ Unable to meet insurance or bond requirements.
- ☐ Scope of Services unclear (please explain below).
- ☐ Other (please specify below).

REMARKS: _____

Typed Name and Title _____

Company Name _____

Address _____

Signature and Title _____

Date ____/____/____

Telephone Number _____

Fax Number _____

E-mail Address _____

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ATTACHMENT "B" INSURANCE REQUIREMENTS

- A. Insurance.** The successful Proposer/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Proposer/Contractor allow any Subcontractor to commence work on its subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. Limits.** The successful Proposer/Contractor and/or Subcontractor shall maintain the following types of insurance, with the following respective minimum limits:
1. AUTOMOBILE PUBLIC LIABILITY - \$1,000,000 Combined Single Limit
 2. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 - a. Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence;
 - b. Medical Expense – Five Thousand Dollars (\$5,000) Any one person;
 - c. Personal & Advertising Injury – One Million Dollars (\$1,000,000)
 3. GENERAL AGGREGATE – Two Million Dollars (\$2,000,000);
 4. EXCESS/UMBRELLA COVERAGE – Three Million Dollars (\$3,000,000);
 5. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – Two Million Dollars (\$2,000,000);
 6. CYBER-LIABILITY with data breach coverage limits of One Million Dollars (\$1,000,000) – Information Security/Cyber Liability Insurance written on a "claims-made" basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in performance of, or failure to perform, all services under this Agreement, includes, without limitations, claims, demand and any other payments related to electronic or physical security, breaches or confidentiality and invasion of or breaches of privacy.
 - a. Each Occurrence – One Million Dollars (\$1,000,000);
 - b. Network Security / Privacy Liability - One Million Dollars (\$1,000,000); and,
 - c. Breach Response/Notification Sublimit – A minimum of 50% of the policy aggregate.
- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/completion of the Agreement.
7. PROFESSIONAL LIABILITY (Errors and Omissions) with minimum limits of Two Million Dollars (\$2,000,000) in the aggregate, coverage shall be provided on a claims-made basis. For contracts where services involve policyholder home repairs, coverage must be renewed for three (3) years after completion of the Services. The "retroactive date" for this policy, and any subsequent policies purchases as renewal or replacements, shall coincide with or precede the effective date of this Agreement. If the policy is terminated for any reason, Vendor agrees to purchase, or cause its professional staff and consultants to purchase, an extended reporting provision of at least three (3) years to report claims arising from Services performed prior to the termination of the policy and allow for reporting of incidents that might give rise to future claims; and,
 8. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the Work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Bidder/Contractor shall provide, and cause each Subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.

- C. Certificates of Insurance.** The successful Proposer/Contractor and/or Subcontractor shall provide the County's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be provided to the County's Procurement Services Office no later than 10 business days prior to the start of the Agreement.

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Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

**Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741**

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO OSCEOLA COUNTY PROCUREMENT SERVICES, 1 COURTHOUSE SQ., SUITE 2300, KISSIMMEE, FL 34741**

- D. County as Additional Insured.** The successful Proposer/Contractor and/or Subcontractor shall name the “Osceola County Board of County Commissioners and Osceola County” as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.
- E. Waiver.** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Proposer’s/Contractor’s obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors.** The successful Proposer/Contractor shall ensure that any Sub-contractor(s) hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain sufficient liability insurance commensurate with the scope/size of the project assigned. However, in no case shall any required insurance limit be less than One Million Dollars (\$1,000,000), unless statutory limits apply. In addition, the successful Proposer/Contractor shall maintain proof of same on file and make readily available upon request by the County.
- G. Loss Deductible Clause.** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Proposer/Contractor and/or Subcontractor providing such insurance.
- H. Additional Requirements:** All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers’ Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

Initials of Signatory: _____

Date: _____

The County reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

>>>FAILURE TO SUBMIT THIS FORM MAY BE GROUNDS FOR DISQUALIFICATION OF YOUR SUBMITTAL<<<

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ATTACHMENT "C" PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number **RFP-23-13476-MM**, for **Contracted Building Inspections and Plans Review Services**.
2. This sworn statement is submitted by _____ whose business address is _____
[Name of entity submitting sworn statement] _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing] _____.
4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal *law* by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

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

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and

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convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH RFP
>>>FAILURE TO SUBMIT THIS FORM MAY BE GROUNDS FOR DISQUALIFICATION OF YOUR SUBMITTAL<<<

ATTACHMENT #1

RFP-23-13476-MM	Due Date & Time: Tuesday, January 17, 2023, at 2:00 PM, Local Time	Advertised Date: Sunday, December 11, 2022, and Thursday, December 15, 2022
Procurement Analyst: Mildred Maldonado Email: Mildred.Maldonado@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Contracted Building Inspections and Plans Review Services		

ATTACHMENT "D" CONFLICT OF INTEREST STATEMENT

STATE OF _____)
COUNTY OF _____)

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

- A. I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.
- B. Said entity is submitting this proposal/offer to **RFP-23-13476-MM** titled "**Contracted Building Inspections and Plans Review Services**".
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL

>>>FAILURE TO SUBMIT THIS FORM MAY BE GROUNDS FOR DISQUALIFICATION OF YOUR SUBMITTAL<<<

ATTACHMENT #1

RFP-23-13476-MM	Due Date & Time: Tuesday, January 17, 2023, at 2:00 PM, Local Time	Advertised Date: Sunday, December 11, 2022, and Thursday, December 15, 2022
Procurement Analyst: Mildred Maldonado Email: Mildred.Maldonado@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Contracted Building Inspections and Plans Review Services		

ATTACHMENT "E" DRUG-FREE WORKPLACE CERTIFICATION

The drug-free certification form below must be signed and returned with the RFP response.

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment E, Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH RFP RESPONSE – IF APPLICABLE

ATTACHMENT #1

RFP-23-13476-MM	Due Date & Time: Tuesday, January 17, 2023, at 2:00 PM, Local Time	Advertised Date: Sunday, December 11, 2022, and Thursday, December 15, 2022
Procurement Analyst: Mildred Maldonado Email: Mildred.Maldonado@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Contracted Building Inspections and Plans Review Services		

ATTACHMENT "F" PRICE PROPOSAL AND ACCEPTANCE OF PROPOSAL TERMS AND CONDITIONS CERTIFICATION

Item	Description	Unit Price	Unit of Measure	Estimated Quantity	Extended Cost
Standard Rate Charges:					
1.	Building Code Inspector	\$	Per Hour	2,080 Hours	\$
2.	Remote Plan Review	\$	Per Hour	2,080 Hours	\$
3.	Permitting Technician Services	\$	Per Hour	2,080 Hours	\$
4.	Building Official	\$	Per Hour	2,080 Hours	\$
5	Subtotal – Standard Rate Charges				\$
Extended Rate Charges:					
Item	Description	Unit Price	Unit of Measure	Estimated Quantity	Extended Cost
6.	Building Code Inspector	\$	Per Hour	160 Hours	\$
7.	Remote Plan Review	\$	Per Hour	160 Hours	\$
8.	Permitting Technician Services	\$	Per Hour	160 Hours	\$
9.	Building Official	\$	Per Hour	160 Hours	\$
10.	Subtotal – Extended Rate Charges				\$
11.	Grand Total – Standard Rate Charges and Extended Rate Charges				\$

- Building Code Inspectors:** Hourly rate includes all costs associated with Building Code Inspection Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.
- Remote Plan Review:** Hourly rate includes all costs associated with Building Code Plans Review Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.
- Permitting Technician Services:** Hourly rate includes all costs associate with the performance of the Technician. No additional compensation will be considered for fuel, overhead, materials, testing equipment, cell phones computers, laptops or table devices or similar items
- Building Official:** Hourly rate includes all costs associated with Building Official Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.
- Standard Rate Charges:** Standard Rate Charges shall apply to hours performed during the standard forty (40) hours Work Week by each individual Assigned Employee.
- Extended Rate Charges:** Extended Rate Charges shall only apply to work performed specifically for hours worked in excess of forty (40) hours worked during any specific Work Week by each individual Assigned Employee.

ATTACHMENT #1

RFP-23-13476-MM	Due Date & Time: Tuesday, January 17, 2023, at 2:00 PM, Local Time	Advertised Date: Sunday, December 11, 2022, and Thursday, December 15, 2022
Procurement Analyst: Mildred Maldonado Email: Mildred.Maldonado@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Contracted Building Inspections and Plans Review Services		

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the Procurement Services Office for the price set forth herein in Attachment "F". The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Authorized Signatory

Printed Name

Title

Date

Firm Name: _____

Mailing Address: _____

Phone/Fax/E Mail Address: _____

Purchase Order Delivery E-Mail: _____

NOTARY:

STATE OF _____)

COUNTY OF _____)

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public- State of: _____ Commission Expires: _____

Authorized Signature: _____ Date: _____

>>>FAILURE TO SUBMIT THIS FORM MAY BE GROUNDS FOR DISQUALIFICATION OF YOUR SUBMITTAL<<<

ATTACHMENT #1

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Procurement Analyst: Mildred Maldonado Email: Mildred.Maldonado@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Contracted Building Inspections and Plans Review Services		

ATTACHMENT "G"
PROPOSED SCHEDULE OF SUBCONTRACTOR PARTICIPATION
(WITH MWBE, SDVBE, and LSBE DESIGNATION)

☐ Subcontractors will not be utilized for this project.

Name of Contractor/Consultant:						
Project Title: Contracted Building Inspections and Plans Review Services				Project Number: RFP-23-13476-MM		
Date:			Total Project Amount:			
Subcontractor Name	Subcontractor Minority Code (if applicable)	Phone number	Scope of Work to be Subcontracted	Dollar Value	Percentage of Total Project Amount	Certifying Agency

<u>Minority Code</u>	<u>Code Description</u>	<u>Minority Code</u>	<u>Code Description</u>
AA	African American	W	Woman
A	Asian/Pacific Islander	SDVBE	Service Disabled Veteran
H	Hispanic	LSBE	Local Small Business Enterprise
NA	Native American		

		<u>Total Dollar Value</u>	<u>Percentage of Total Project Amount</u>
TOTAL	Minority Participation		

The Proposer, _____, will enter into a formal agreement with the Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with Osceola County.

I declare that I have read the terms and conditions of the solicitation and the statement in this bid submission are true to the best of my knowledge.

Signature: _____

Date: _____

Print Name: _____

Title: _____

ATTACHMENT #1

RFP-23-13476-MM	Due Date & Time: Tuesday, January 17, 2023, at 2:00 PM, Local Time	Advertised Date: Sunday, December 11, 2022, and Thursday, December 15, 2022
Procurement Analyst: Mildred Maldonado Email: Mildred.Maldonado@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Contracted Building Inspections and Plans Review Services		

ATTACHMENT "H" ADDENDUM ACKNOWLEDGMENT

Acknowledgment is hereby made of receipt of Addendum # _____ through # _____ addenda issued during the solicitation period.	
Initial: _____ Date: _____	
Company Name	Company Address
Authorized Signatory (Signature): 	
Printed Name:	Title:

>>>FAILURE TO SUBMIT THIS FORM MAY BE GROUNDS FOR DISQUALIFICATION OF YOUR SUBMITTAL<<<

ATTACHMENT #1

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Procurement Analyst: Mildred Maldonado Email: Mildred.Maldonado@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Contracted Building Inspections and Plans Review Services		

ATTACHMENT "I" ARTICLES OF INCORPORATION / CORPORATE DOCUMENTS

Bidder/Proposer must include a copy of their **State Certificate of Good Standing/Articles of Incorporation**, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Complete the information below and submit with the bid or proposal:

Type of Organization:

_____ Corporation _____ Partnership _____ Non-Profit
_____ Joint Venture _____ Sole Proprietorship

State of Incorporation: _____

Principal Place of Business: _____
City/County/State

Federal I.D. or Social Security number: _____

>>>FAILURE TO SUBMIT THIS FORM MAY BE GROUNDS FOR DISQUALIFICATION OF YOUR SUBMITTAL<<<

ATTACHMENT #1

RFP-23-13476-MM	Due Date & Time: Tuesday, January 17, 2023, at 2:00 PM, Local Time	Advertised Date: Sunday, December 11, 2022, and Thursday, December 15, 2022
Procurement Analyst: Mildred Maldonado Email: Mildred.Maldonado@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Contracted Building Inspections and Plans Review Services		

ATTACHMENT "J" VENDOR DEMOGRAPHICS SURVEY

Company Name: _____
Company Address: _____
City, State, and Zip: _____
Telephone: _____ Fax: _____ Email: _____

1. How many people comprise your workforce? _____
2. Based on your current workforce, how many employees are residents of Osceola County? _____
3. Is your company currently certified as a Local Small Business Enterprise, minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to RFP due date.)

_____ Yes _____ No

If yes, please enclose a copy of your Certificate with your RFP submission.

4. Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

	Male	Female
Hispanic / Latino		
Caucasian / White		
African American/Black		
Asian / Pacific Islander		
American Indian / Native American		

Thank you for participating in this survey.

Preparer's Name (print please): _____

Preparer's Signature: _____

Date: _____

Rev. June 2011

ATTACHMENT #1

RFP-23-13476-MM	Due Date & Time: Tuesday, January 17, 2023, at 2:00 PM, Local Time	Advertised Date: Sunday, December 11, 2022, and Thursday, December 15, 2022
Procurement Analyst: Mildred Maldonado Email: Mildred.Maldonado@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Contracted Building Inspections and Plans Review Services		

ATTACHMENT "K"

Osceola County Board of County Commissioners SUBSTITUTE W-9/VENDOR UPDATE FORM

This form is to be used by Divisions/Departments/Offices to request the Comptroller's Office to add a vendor currently not in the OneSolution System. Vendor to complete the information on this form.

Please print or type	Name (as shown on your income tax return). Name is required on this line; do not leave line blank.		
	Business Name/disregarded entity name, if different from above		
	Physical Address (Number, Street and Apt. or Suite No., City, State and ZIP Code (5 + 4))		
	Contact Person	Phone # (w/area code)	Fax # (w/area code)
	Email Address (1)	Web Site Address	
	Remittance Address (Number, Street and Apt. or Suite No./ or PO Box No., City, State and ZIP Code (5 + 4))		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). Foreign person to complete applicable W-8.	Social security number or Employer identification number
Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exempt from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>

Are any officers, owners, or partners employees of Osceola County? ☐ Yes ☐ No

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

***Osceola County collects your social security number for the following purposes: classification of accounts; identification and verification; billing and payments; reconciliation, tracking, and tax reporting. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.**

To be completed by the Division/Department/Office		
Requestor	Division/Department/Office	Date
To be completed by the Comptroller's Office		
Vendor #	Clerk's Initials	Date

ATTACHMENT #1

RFP-23-13476-MM	Due Date & Time: Tuesday, January 17, 2023, at 2:00 PM, Local Time	Advertised Date: Sunday, December 11, 2022, and Thursday, December 15, 2022
Procurement Analyst: Mildred Maldonado Email: Mildred.Maldonado@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Contracted Building Inspections and Plans Review Services		

ATTACHMENT "L"
CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES
(CONTRACTS OF \$1,000,000.00 OR MORE)

Respondent/Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on the Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of the Respondent/Contractor, I hereby certify that the company identified above in the section entitled "Respondent/Contractor Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Respondent/Contractor to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____ Date: _____
Authorized Signature

Print Name: _____

Print Title: _____

ATTACHMENT #1

RFP-23-13476-MM	Due Date & Time: Tuesday, January 17, 2023, at 2:00 PM, Local Time	Advertised Date: Sunday, December 11, 2022, and Thursday, December 15, 2022
Procurement Analyst: Mildred Maldonado Email: Mildred.Maldonado@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title: Contracted Building Inspections and Plans Review Services		

ATTACHMENT "M"
SOLICITATION RESPONSE IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

Osceola County requests that all visitors check-in at the Procurement Services reception desk. If you are hand-delivering a solicitation, a time/date stamp is available at the reception desk. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Procurement staff. A record of all deliveries and delivery times will be documented at the Procurement Services reception desk and such record will be retained by Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.



 SEALED BID*****DO NOT OPEN*****SEALED BID*****DO NOT OPEN		
SOLICITATION NUMBER	RFP-23-13476-MM	
SOLICITATION TITLE	Contracted Building Inspections and Plans Review Services	
PROCUREMENT ANALYST	Mildred Maldonado	
DUE DATE	Tuesday, January 17, 2023	TIME: 2:00 P.M. Local Time
BIDDER TO PROVIDE /COMPLETE INFORMATION BELOW		
FROM FIRM NAME		
FIRM ADDRESS		
CITY, STATE, ZIP		
PLEASE DELIVER TO OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE. 1 Courthouse Square, Suite 2300 Kissimmee FL 34741 Bids may not be delivered to any other Osceola County office location. It is BIDDER'S responsibility to ensure that the bid is received in the Procurement Services Office by the stated date and time. Any bid received after this date and time will not be accepted or considered.		

ATTACHMENT #2**BID OPENING - TABULATION SHEET****RFP-23-13476-MM Contracted Building Inspections and Plans Review Services****OPENS: Tuesday, January 17, 2023****2:00 pm Local Time****COMPANY NAME****CITY / STATE**

1. SkyeTec Engineering Services, LLC	Jacksonville, Florida
2. NOVA Engineering & Environmental	Altamonte Springs, Florida
3. Willdan Engineering	Orlando, Florida
4. Universal Engineering Sciences	Orlando, Florida
5. Inspections Office, Inc.	Fort Odgen, Florida
6. Building Code Compliance Solutions, LLC	Lakeland, Florida
7. Cavin, Giordano & Associates, Inc.	Fort Lauderdale, Florida
8. C.A.P. Government, Inc.	Coral Gables, Florida
9. Bureau Veritas North America, Inc.	St Cloud, Florida

s/b Mildred Maldonado, Procurement Analyst IVDate: January 17, 2023s/b Ted Phillips, Procurement Services SupervisorDate: January 17, 2023

ATTACHMENT #3



Proposal Evaluation Matrix *

Solicitation Number: RFP-23-13476-MM

Solicitation Title: CONTRACTED BUILDING INSPECTIONS AND PLANS REVIEW SERVICES

EC Meeting Date: 02/15/2023 9:00 AM, Local Time

VENDOR NAME →	Max Points	BUILDING CODE COMPLIANCE SOLUTIONS, LLC	BUREAU VERITAS NORTH AMERICA, INC.	C.A.P. GOVERNMENT, INC.	CALVIN, GIORIANO & ASSOCIATES, INC	INSPECTIONS OFFICE, INC.	NOVA ENGINEERING & ENVIRONMENTAL, LLC	SKYETEC ENGINEERING SERVICES, LLC	UNIVERSAL ENGINEERING SCIENCES	WILLDAN ENGINEERING, INC.
Evaluation Criteria	Combined Average EC Scores									
A. Firm Qualifications and Experience	40	39	37	40	40	37	37	36	40	38
B. Similar Projects	30	25	28	29	29	25	30	26	30	30
C. Project Approach	20	13	19	20	19	19	20	17	20	19
D. Price Proposal & Acceptance of Proposal Terms & Conditions Certification (Att.F)	10	10.00	7.57	9.96	9.02	8.36	8.88	9.33	8.36	9.27
E. Additional Information	0	0	0	0	0	0	0	0	0	0
Average Totals	100	87.33	91.90	98.63	97.02	90.03	95.55	88.00	98.03	95.94
Combined Total EC Score for Vendor	300	262	276	296	291	270	287	264	294	288
Ranking		9	6	1	3	7	5	8	2	4

*Note: At the February 15, 2023 evaluation meeting, the Evaluation Committee reached a consensus to award these services to all nine (9) respondents: Building Code Compliance Solutions, Bureau Veritas North America, Inc., CAP Government, Inc., Calvin, Gioriano & Associates, Inc., Inspections Office, Inc. Nova Engineering & Environmental, LLC, Skyetec Engineering Services, LLC, Universal Engineering Sciences, and Willdan Engineering, Inc.

Phone: (407) 742-0900 / Fax: (407) 42-0901



NOTICE OF INTENT TO AWARD

February ,

Re: **RFP-23-13476-MM Contracted Building Inspections and Plans Review Services**

To Whom It May Concern:

The Osceola County Procurement Services Office hereby provides notification of its intent to award the above referenced solicitation to the below listed firms:

Building Code Compliance Solutions, LLC
Bureau Veritas North America, Inc.
C.A.P. Government, Inc.
Calvin, Giordano & Associates, Inc.
Inspections Office, Inc.
Nova Engineering & Environmental, LLC
SkyeTec Engineering Services, LLC
Universal Engineering Sciences
Willdan Engineering, Inc.

This Notice of Intent to Award is subject to final approval by the Board of County Commissioners or County Manager/ Designee, as applicable. Therefore, this Notice does not constitute the formation of an agreement between the County and the apparent successful bidder. The successful bidder shall not acquire any legal or equitable rights relative to this solicitation until an agreement, and/or purchase order, containing terms and conditions acceptable to the County is duly approved and executed by the County.

In the event the apparent successful bidder fails to accept, negotiate, and execute the agreement with the County, at its sole discretion, the County may revoke the award and proceed to award to the next lowest, responsive and responsible bidder, reject all bids received, cancel the solicitation, and/or re-solicit at a later time. The County further reserves the right to cancel this Notice of Intent to Award at any time prior to execution of a written agreement and/or purchase order, as applicable.

Thank you for your interest in doing business with Osceola County, Florida. We look forward to receiving your submittals in the future.

Sincerely,

Mildred Maldonado, CPPB, NIGP-CPP
Procurement Analyst IV

cc: RFP-23-13476-MM Project File

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and UNIVERSAL ENGINEERING SCIENCES, LLC, 3532 Maggie Boulevard, Orlando, Florida 32811, hereinafter referred to as the "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the COUNTY has competitively solicited for Contracted Building Inspections and Plans Review Services, pursuant to RFP-23-13476-MM; and

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

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

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

SECTION 1. **TERM.**

The term of this Agreement shall begin upon execution by the COUNTY and continue through March 31, 2026, and may be extended when in the best interest of the County.

SECTION 2. **SCOPE OF SERVICES.**

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" which is attached hereto and incorporated herein.

SECTION 3. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.
- E. The CONTRACTOR shall use appropriate tools and/or equipment which are in good repair and proper working order, so as to enable the CONTRACTOR to complete the services required hereby.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed Three Million Dollars and 00/100 Dollars (\$3,000,000.00) annually, for a total not to exceed amount of Nine Million Dollars and 00/100 Dollars (\$9,000,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in Exhibit "B" which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

This Agreement may be terminated by the COUNTY, without penalty to the COUNTY, i) in the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or ii) if the COUNTY determines that CONTRACTOR falsely certified to the COUNTY that CONTRACTOR is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in Exhibit "C", which is attached hereto and made a binding part hereof.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

- A. The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its

subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. **AUTOMOBILE LIABILITY:** Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
2. **GENERAL LIABILITY:** One Million Dollars (\$1,000,000.00) each occurrence;
3. **MEDICAL EXPENSES:** Five Thousand Dollars (\$5,000.00) – Any one person;
4. **DAMAGE TO RENTED PREMISES –** Fifty Thousand Dollars (\$50,000.00) any single occurrence;
5. **PERSONAL & ADVERTISING INJURY:** One Million Dollars (\$1,000,000.00);
6. **GENERAL AGGREGATE:** Two Million Dollars (\$2,000,000.00) per year;
7. **PRODUCTS – COMPLETED OPERATIONS AGGREGATE:** One Million Dollars (\$1,000,000.00)
8. **EXCESS/UMBRELLA COVERAGE:** One Million Dollars (\$1,000,000.00); and,
9. **WORKERS' COMPENSATION:** Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.

C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.

D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A Statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
8. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

**Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741**

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver

of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

SECTION 9. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 12. PUBLIC RECORDS

A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 4400
Kissimmee, Florida 34741
407 742-0100
BCCPIO@osceola.org

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with

Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

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

SECTION 13. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the

following, as amended; the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida Workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. **APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 15. **COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. **INDEMNIFICATION.**

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

SECTION 17. **SOVEREIGN IMMUNITY.**

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third

party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately, notwithstanding the notice requirements of Section 7 hereof.

SECTION 19. **BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the

COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Osceola County
Attention: Procurement Services
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741

CONTRACTOR: Universal Engineering Services
Attention: David M. Olivieri, CBO, CFM
3532 Maggie Boulevard
Orlando, Florida 32811

SECTION 24. **MODIFICATION.**

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

SECTION 25. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. **ADMINISTRATIVE PROVISIONS.**

In the event the COUNTY issues a purchase order. Memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this

Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 28. PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32.**AUDITING, RECORDS, AND INSPECTION.**

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

SECTION 33.**PROJECT MANAGERS.**

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Steven Whitmore, Building Director
 Osceola County Office of Building Safety
 1 Courthouse Square, 1400
 Kissimmee, Florida 34741
 Phone: (407) 742-0360
 Email: steven.whitmore@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

David M. Olivieri, CBO, CFM
 Universal Engineering Sciences, LLC
 3532 Maggie Boulevard
 Orlando, Florida 32711
 Phone: (407) 423-0504
 Email: dolivieri@teamues.com

SECTION 34. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: [Signature]
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: [Signature]
Clerk/Deputy Clerk of the Board



As authorized for execution at the Board of
County Commissioners meeting of:

05/15/2023
Universal Engineering
Sciences LLC.

UNIVERSAL ENGINEERING SCIENCES, LLC

By: [Signature]

Print: DAVID OLIVIERI

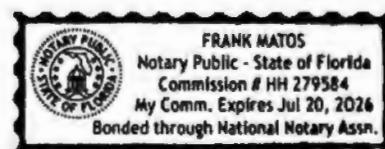
Title: BIO MANAGER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed before me this 1 day of March, 2023 by DAVID OLIVIERI as MANAGER Universal Engineering Sciences, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

[Signature]
NOTARY PUBLIC, State of Florida

(stamp)



RFP-23-13476-MM

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Rev 08 2020

Exhibit "A"
Scope of Services

A. Scope of Services.

The CONTRACTOR shall perform residential and/or commercial building code inspections and plan reviews services and provide permit technicians and Building Official services for the COUNTY on an as-needed basis. Services shall be provided in accordance with, and pursuant to, the Florida Building Codes and other applicable federal, state and local law, rules, regulations and requirements.

B. Service Requirements.

The CONTRACTOR must be capable of performing one or more of the following:

1. Florida Building Code compliant residential and/or commercial inspections in the principal building trades of building, electrical, plumbing, mechanical, energy conservation, and existing building.
2. Florida Building Code compliant residential and/or commercial remote plan reviews in the principal building trades of building, electrical, plumbing, mechanical, energy conservation, and existing building.
3. Florida Building Code Compliant Building Official services.
4. Permit technician services for permitting intake, processing, data entry, and customer service.
5. The CONTRACTOR shall provide a list to the COUNTY of the positions they intend to provide Assigned Employees to perform services.

C. Assigned Employees.

The CONTRACTOR shall provide individuals, as noted above, herein identified as an Assigned Employee(s) that will perform services for Osceola County.

1. The CONTRACTOR's Assigned Employee shall provide a variety of expert consulting services to the Osceola County Building Office, including Contracted Building Inspections and Plans Review Services, Building Official(s) and/or Permit Technicians.
2. The CONTRACTOR shall provide other Assigned Employees as requested by the COUNTY from time to time, and as reflected herein to the COUNTY on a need-based requirement.
3. All Assigned Employees are employees of the CONTRACTOR and are not, and will not be considered, employees of the COUNTY.
4. The CONTRACTOR shall select employees that meet the requirements noted herein and provide them for use by COUNTY based upon their qualifications, certifications licenses and experience as an Assigned Employee.
5. The CONTRACTOR shall notify any Assigned Employees they are not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers'

compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits.

D. Assigned Employee Equipment.

1. The CONTRACTOR shall provide all equipment necessary to perform building code inspections including but not limited to, cellular phones, laptop computers, iPads, mobile printers, code books, inspection mirrors, safety equipment (PPE), ladders, electrical test equipment, and other items required to complete each inspection.
2. The CONTRACTOR shall provide all equipment necessary to perform building code remote plan reviews, including but not limited to, cellular phones, computers, code books, and other items required to complete each plan review.
3. The CONTRACTOR'S Assigned Employees performing Permit Technician services at the County Administration Building, or approved alternate location, shall be provided with the necessary office equipment for their assigned task by the COUNTY.
4. The CONTRACTOR's Assigned Employees performing Building Official services at the County Administration Building, or approved alternate location, shall be provided with the necessary office equipment for their assigned task by the COUNTY.

E. Assigned Employee Vehicles.

1. For building inspection services, the CONTRACTOR shall be responsible for providing all vehicles required to perform the services described herein with all vehicles being used clearly identified with the contracted company's name.
2. The CONTRACTOR's vehicles shall be well maintained to limit breakdowns and possible interruptions to service.
3. The CONTRACTOR's Assigned Employees who will drive vehicles while performing work for the COUNTY shall possess a valid Florida Driver's License and maintain a clean driving record.
4. All fuels, oils, lubricants, and maintenance of the vehicles or any parts thereof shall be the sole responsibility of the CONTRACTOR.

F. The Contactor and Assigned Employee Personnel Appearance.

1. The CONTRACTOR's Assigned Employees shall be neat and clean in appearance and shall always wear visible photo identification.
2. The COUNTY will provide a temporary Osceola County identification card to the CONTRACTOR's Assigned Employees giving authorization for performance of County inspections, plan reviews, Permit Technician services and/or Building Official services, as applicable.
3. The CONTRACTOR shall provide uniforms with its company name for all Assigned Employees providing services related to this Agreement.
4. The CONTRACTOR's Assigned Employees shall be physically able to perform all requirements of their assigned positions and conduct themselves in a courteous, positive, and professional manner always.

G. Assigned Employee Licensure.

- 1.e Personnel employed by the CONTRACTOR to perform building code inspections, plan review, and Building Official services must possess a current license issued by the Department of Business and Professional Regulations, Building Code Administrators, and Inspectors Board (BCAIB) and may only perform building code inspection services that are within the disciplines covered by that person's licensure or certification under Florida Statute Chapter 468, Chapter 471, or Chapter 481.e
- 2.e The names of all personnel and a copy of each license issued to personnel employed by the CONTRACTOR to perform building code inspections shall be provided to the COUNTY's Building Official, or his designee, prior to award of contract.e

H. Timing of Service Performance.

The CONTRACTOR and its Assigned Employees, as applicable, shall be required to perform building code inspection services in the following manner.e

- 1.e The COUNTY will inform the CONTRACTOR no later than 7:00 a.m. the day of the requested inspection.e
 - a.e The CONTRACTOR shall conduct the requested inspection the day of the notification by the COUNTY between 7:00 a.m. and 4:00 p.m.e
 - b.e In the event the project site cannot be inspected, the CONTRACTOR shall notify the COUNTY's Building Office to coordinate the projected building inspection.e
- 2.e The COUNTY's Building Official, or his designee, may visit any project site to verify inspections. If it is discovered that the CONTRACTOR and its inspectors have missed code issues on two or more inspections on a specific project site, the CONTRACTOR must meet with the COUNTY's Building Official to resolve the matter.e
- 3.e The CONTRACTOR shall be required to perform remote building code plan review services in the following manner:e
 - a.e The COUNTY will inform the contracted firm(s) through our automated plan review program of the plan reviews that have been assigned to them on a daily basis.e
 - b.e The contracted firm(s) shall conduct the requested plan reviews the day following the notification by the COUNTY.e
 - c.e In the event the project cannot be reviewed, the contracted firm(s) shall notify the Osceola County Building Office to coordinate a projected schedule for the assigned plan reviews.e

I. CONTRACTOR's Assigned Employee, Operational Hours and Time-off Requests.

- 1.e The CONTRACTOR's Assigned Employee for positions noted herein are for semi-permanent assignment whether full time or part time for the duration of the agreement, including amendments.e
- 2.e When the COUNTY accepts an assigned employee from the CONTRACTOR it shall be for a regular work schedule.e
- 3.e If the CONTRACTOR finds it necessary to remove this Assigned Employee or if the Assigned Employee quits, the CONTRACTOR shall refill this Assigned Employeee

position at the COUNTY with another like (licensed) Assigned Employee as quickly as possible.

4. Through the CONTRACTOR, the assigned employees shall submit requests for time-off two weeks in advance; requests submitted to the CONTRACTOR and provided to the COUNTY are subject to the COUNTY's approval based on the needs of the Department.

J. Documentation.

1. Upon completion of the assigned inspection, the CONTRACTOR shall record such inspection within the Department's on-line data-based program (Accela).
2. The CONTRACTOR shall report to the COUNTY's Building Official, or his designee, any condition that poses and immediate threat to public safety, health, and welfare.
3. Upon completion of the assigned plan reviews, the contracted firm(s) shall record reviewed plans and comments within the Department's on-line data-based program (Accela).
4. Each completed plan review record, indicating pass or fail and applicable conditions, shall be posted within the computer system.
5. The CONTRACTOR shall be responsible for ensuring the provision of information related to inspections and plans revise services and shall ensure the information is provided in the COUNTY's online data-based application as noted herein.
6. The CONTRACTOR shall report to the COUNTY Building Official, or their designee, any condition that poses an immediate threat to public safety, health, and welfare.

K. Other Services.

The COUNTY requests CONTRACTOR include a cost per hour pay item for Permit Technician positions and Building Officials.

1. Permit Technicians may be utilized to in-take permits, process of permits, perform data entry, and other customer services as needed but would not perform Residential and Commercial Inspections and would not perform Plans Review Services.
2. Building Officials' duties shall be to serve as required by Florida Statute and the Florida Building Code. The hourly rate will include all costs associated with the performance of their duties.
3. No additional compensation will be considered for fuel, overhead, materials, testing equipment, cell phones, computers, laptops or table devices or similar items.
4. The CONTRACTOR's Assigned Employees performing as Permit technicians and Building Officials, working at the County Administration Building, shall be provided with the necessary office equipment for their assigned task by the COUNTY. Use of the COUNTY's provided technology shall be COUNTY's policy and applicable procedures regarding acceptable technology use, including cyber security.

L. Staff Sufficiency.

The COUNTY reserves the right to request the CONTRACTOR to replace an Assigned Employee when repeated performance deficiencies are noted. While the COUNTY will

work with the CONTRACTOR to remedy deficiencies identified, the CONTRACTOR agrees to provide a replacement Assigned Employee within eight (8) business hours upon request.

M.e Assigned Employees' Work – Application of Standard Rate Charges and Extended Rate Charges.e

- 1.e If the CONTRACTOR's Assigned Employee works up to forty (40) hours per Work Week, the CONTRACTOR shall charge the COUNTY using the Standard Rate Chargee per hour, for each hour worked up to forty (40) hours during the Work Week.e
 - a)e The Work Week is defined as Saturday at 12:00:00 AM to Friday at 11:59:59 PMe of any given week.e
 - b)e For reference, the COUNTY's Building Department operating hours are 7:30 AMe to 3:30 PM, Monday through Friday, with a half hour lunch break.e
 - c)e Where applicable, the COUNTY will review requests for a variable daily schedule.e If approved, the COUNTY will notify the CONTRACTOR and the CONTRACTOR's Assigned Employee in writing, with the approved schedule noted.e
- 2.e If any Assigned Employee works more than forty (40) hours in a Work Week, the CONTRACTOR may charge the COUNTY the Extended Rate Charge, for each additional hour beyond the forty (40) hours worked during the Work Week.e
- 3.e If, during the performance of work herein, it is apparent the Assigned Employee will work additional hours beyond the initial forty (40) hours per Work Week, the CONTRACTOR will notify the COUNTY. If the COUNTY needs the CONTRACTOR's Assigned Employee to work additional hours beyond the initial forty (40) hours per Work Week, the COUNTY will notify the CONTRACTOR. The COUNTY will be able to review, approve or reject, in advance the performance of work in addition to the forty (40) hours in writing.e
- 4.e The performance of hours beyond the initial forty (40) hour per individual Assigned Employee will be billed at the Extended Rate Charge.e
- 5.e The Extended Rate Charge will only be applied to hours worked by each individual Assigned Employee during a specific Work Week in excess of forty (40) hours.e
- 6.e The Contractor, when charging for services using the Extended Rate Charge, shall identify the specific hours being charged as "Extended Rate Charges".e

N.e CONTRACTOR's Hourly Rates and Invoicing.e

- 1.e Inspectors:e
 - a.e Hourly rate includes all costs associated with Inspection Services and is all inclusive.e
 - b.e No additional compensation will be considered for mileage, fuel, overhead,e materials, testing equipment or administration.e
 - c.e Commuting expenses to and from Osceola County, by the CONTRACTOR's Assigned Employee, shall not be billable to COUNTY under this contract and shall be an expense of the CONTRACTOR. Once inside Osceola County, travel time to the inspection site should be included in the inspection time. All inspection time reported should include travel time from the previous inspection.e

- d. Inspectors are to be within the boundaries of Osceola County during working/billable hours
 - e. The CONTRACTOR shall submit invoices to the County's Building Office monthly and shall include the Building Permit Numbers, date of inspection, inspection performed, and time required to complete the inspection.
2. Remote Plans Review:
- a. The CONTRACTOR's cost to provide Remote Plan Review Services is all inclusive.
 - b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment or administration.
 - c. Remote plan reviewers are to work from remote locations and shall bill working time only as required to complete their assigned plan reviews
 - d. Invoices shall be submitted to the Osceola County Building Office monthly and shall include the Building Permit Number, date of plan review performed, and total hours worked by Permit Number
3. Permit Technician Services:
- a. Hourly rate includes all costs associate with the performance of the Technician.
 - b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment, cell phones computers, laptops or table devices or similar items.
 - c. Commuting expenses to and from Osceola County, by the CONTRACTOR's Assigned Employee, shall not be billable to COUNTY under this contract and shall be an expense of the CONTRACTOR. Once inside Osceola County, travel time to the inspection site should be included in the inspection time. All inspections time reported should include travel time from the previous inspection.
 - d. Permit Technicians shall be at the County Administration Building during working/billable hours
 - e. The CONTRACTOR shall submit invoices to the County's Building Office monthly and shall include time required to complete tasks.
4. Building Official Services:
- a. Hourly rate includes all costs associated with the performance of the Building Official.
 - b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment, cell phones computers, laptops or table devices or similar items.
 - c. Commuting expenses to and from Osceola County, by the CONTRACTOR's Assigned Employee, shall not be billable to COUNTY under this contract and shall be an expense of the CONTRACTOR. Once inside Osceola County, travel time to the inspection site should be included in the inspection time. All inspections time reported should include travel time from the previous inspection.
 - d. Building Officials shall be at the County Administration Building during working/billable hours
 - e. The CONTRACTOR shall submit invoices to the County's Building Office monthly and shall include time required to complete tasks.

O. Provision of Additional Services.

The COUNTY reserves the right to negotiate with the awarded CONTRACTOR for the provision of additional services similar in nature. This includes, but is not limited to, additional inspection services, nationally recognized testing laboratory services, architects, engineers, and other like services that may be required on an as-needed basis.

P. Semi-Annual Review: The CONTRACTOR agrees to review any resulting agreement with the COUNTY on a semi-annual basis.

INTENTIONALLY LEFT BLANK

Exhibit "B"
Pricing Schedule
Universal Engineering Sciences

<i>Item</i>	<i>Description</i>	<i>Unit Price</i>	<i>Unit of Measure</i>
Standard Rate Charges			
1.	Building Code Inspector	\$120.00	Per Hour
2.	Remote Plan Review	\$110.00	Per Hour
3.	Permitting Technician Services	\$75.00	Per Hour
4.	Building Official	\$130.00	Per Hour
Extended Rate Charges			
5.	Building Code Inspector	\$180.00	Per Hour
6.	Remote Plan Review	\$165.00	Per Hour
7.	Permitting Technician Services	\$112.50	Per Hour
8.	Building Official	\$195.00	Per Hour

1. **Building Code Inspectors:** Hourly rate includes all costs associated with Building Code Inspection Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.
2. **Remote Plan Review:** Hourly rate includes all costs associated with Building Code Plans Review Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.
3. **Permitting Technician Services:** Hourly rate includes all costs associate with the performance of the Technician. No additional compensation will be considered for fuel, overhead, materials, testing equipment, cell phones computers, laptops or table devices or similar items
4. **Building Official:** Hourly rate includes all costs associated with Building Official Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.
5. **Standard Rate Charges:** Standard Rate Charges shall apply to hours performed during the standard forty (40) hours Work Week by each individual Assigned Employee.
6. **Extended Rate Charges:** Extended Rate Charges shall only apply to work performed specifically for hours worked in excess of forty (40) hours worked during any specific Work Week by each individual Assigned Employee.

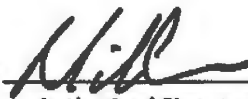
Exhibit "C"
Contractor Certification Regarding Scrutinized Companies
(Contracts of \$1,000,000.00 or more)

Respondent/Contractor Name: UNIVERSAL ENGINEERING SCIENCES, LLC
 Contractor FEIN: 59-1117804
 Contractor's Authorized Representative Name and Title: MIKE DEAR, TREASURER
 Address: 3532 MACCIE BLVD
 City: ORLANDO State: FL Zip: 32811
 Phone Number: 407-423-0304
 Email Address: MDEAR@TEAMUES.COM

Section 287.135, Florida statutes, prohibits local governments from contracting with companies, for goods or services of one million dollars (\$1,000,000.00) or more that are on the Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of respondent, I hereby certify that the company identified above in the section entitled "respondent contractor name" is not listed on the Scrutinized Companies List. I understand that pursuant to section 287.135, Florida statutes, the submission of a false certification may subject company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____


 Authorized Signature

Date: 3/1/23

Print Name: MIKE DEAR

Print Title: TREASURER

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY", and UNIVERSAL ENGINEERING SCIENCES, LLC, 3532 Maggie Boulevard, Orlando, Florida 32811, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilizing that Agreement between Osceola County and the CONTRACTOR, dated May 15, 2023, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract" which was competitively solicited for and negotiated by Osceola County through RFP-23-13476-MM; and,

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

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

SECTION 1. TERM.

The term of this Agreement shall begin upon execution by the CITY and continue through March 31, 2026, and may be extended when in the best interest of the CITY.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the Exhibit "A" attached hereto.

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. NOTICE.

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

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

CONTRACTOR: Universal Engineering Sciences, LLC
Attn: David M. Olivieri, CBO, CFM
3532 Maggie Boulevard
Orlando, Florida 32811

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

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

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

**CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
[HANDJ@CITYOFMOUNTDORA.COM](mailto:HNDJ@CITYOFMOUNTDORA.COM)**

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

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

SECTION 14. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 15. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 16. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 17. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

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

SECTION 18. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

Signatures on Following Page

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

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Sherry G. Sutphen
City Attorney

CONTRACTOR



Print: DAVID OLIVIERI

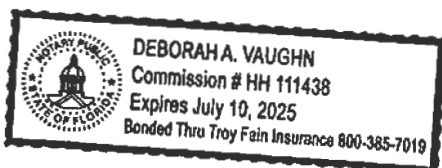
Title: BID MANAGER

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of David Olivieri, as BID Manager, of Universal Engineering Sciences, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 8 day of September, 2023.

(stamp)



NOTARY PUBLIC

Exhibit "A"
Cooperative Contract between the
Oscola County and
Universal Engineering Sciences, LLC

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and UNIVERSAL ENGINEERING SCIENCES, LLC, 3532 Maggie Boulevard, Orlando, Florida 32811, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Contracted Building Inspections and Plans Review Services, pursuant to RFP-23-13476-MM; and

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

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

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

SECTION 1. TERM.

The term of this Agreement shall begin upon execution by the COUNTY and continue through March 31, 2026, and may be extended when in the best interest of the County.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" which is attached hereto and incorporated herein.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

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- B. The CONTRACTOR will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.
- E. The CONTRACTOR shall use appropriate tools and/or equipment which are in good repair and proper working order, so as to enable the CONTRACTOR to complete the services required hereby.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed Three Million Dollars and 00/100 Dollars (\$3,000,000.00) annually, for a total not to exceed amount of Nine Million Dollars and 00/100 Dollars (\$9,000,000.00) for the term of this Agreement, in accordance with the pricing schedule set forth in Exhibit "B" which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

This Agreement may be terminated by the COUNTY, without penalty to the COUNTY, i) in the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or ii) if the COUNTY determines that CONTRACTOR falsely certified to the COUNTY that CONTRACTOR is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in Exhibit "C", which is attached hereto and made a binding part hereof.

SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

- A. The CONTRACTOR shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its

subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

- 1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;**
- 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;**
- 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;**
- 4. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00) any single occurrence;**
- 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);**
- 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;**
- 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)**
- 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,**
- 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.**

C. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required Insurance policies, and provide the COUNTY with proof of same.

D. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified Job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A Statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
8. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

**Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741**

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver

of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

SECTION 9. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 12. PUBLIC RECORDS

A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 4400
Kissimmee, Florida 34741
407 742-0100
BCCPIO@osceola.org

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with

Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

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

SECTION 13. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the

following, as amended; the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida Workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 14. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 15. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 16. INDEMNIFICATION.

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

SECTION 17. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third

party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 18. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately, notwithstanding the notice requirements of Section 7 hereof.

SECTION 19. **BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 22. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the

COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Osceola County
Attention: Procurement Services
1 Courthouse Square, Suite 2300
Kissimmee, Florida 34741

CONTRACTOR: Universal Engineering Services
Attention: David M. Olivieri, CBO, CFM
3532 Maggie Boulevard
Orlando, Florida 32811

SECTION 24. MODIFICATION.

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

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE PROVISIONS.

In the event the COUNTY Issues a purchase order. Memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this

Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

SECTION 28. PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32.

AUDITING, RECORDS, AND INSPECTION.

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

SECTION 33.

PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Steven Whitmore, Building Director
Osceola County Office of Building Safety
1 Courthouse Square, 1400
Kissimmee, Florida 34741
Phone: (407) 742-0360
Email: steven.whitmore@osceola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

David M. Olivieri, CBO, CFM
Universal Engineering Sciences, LLC
3532 Maggie Boulevard
Orlando, Florida 32711
Phone: (407) 423-0504
Email: dolivieri@teamues.com

SECTION 34.**PUBLIC EMERGENCIES.**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: [Signature]
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: [Signature]
Clerk/Deputy Clerk of the Board



As authorized for execution at the Board of
County Commissioners meeting of:

05/15/2023
Universal Engineering
Sciences LLC.

UNIVERSAL ENGINEERING SCIENCES, LLC

By: [Signature]

Print: DAVID OLIVERI

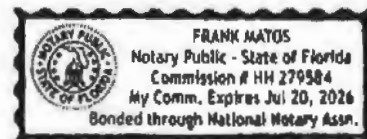
Title: BIO MANAGER

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was executed before me this 1 day of March,
2023 by DAVID OLIVERI as Manager Universal Engineering
Sciences, LLC, who personally swore or affirmed that he/she is authorized to execute this
Agreement and thereby bind the Corporation, and who is personally known to me OR has
produced _____ as identification.

[Signature]
NOTARY PUBLIC, State of Florida

(stamp)



RFP-23-13476-MM

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Rev 08 2020

Exhibit "A"
Scope of Services

A. Scope of Services.

The CONTRACTOR shall perform residential and/or commercial building code inspections and plan reviews services and provide permit technicians and Building Official services for the COUNTY on an as-needed basis. Services shall be provided in accordance with, and pursuant to, the Florida Building Codes and other applicable federal, state and local law, rules, regulations and requirements.

B. Service Requirements.

The CONTRACTOR must be capable of performing one or more of the following:

1. Florida Building Code compliant residential and/or commercial inspections in the principal building trades of building, electrical, plumbing, mechanical, energy conservation, and existing building.
2. Florida Building Code compliant residential and/or commercial remote plan reviews in the principal building trades of building, electrical, plumbing, mechanical, energy conservation, and existing building.
3. Florida Building Code Compliant Building Official services.
4. Permit technician services for permitting intake, processing, data entry, and customer service.
5. The CONTRACTOR shall provide a list to the COUNTY of the positions they intend to provide Assigned Employees to perform services.

C. Assigned Employees.

The CONTRACTOR shall provide individuals, as noted above, herein identified as an Assigned Employee(s) that will perform services for Osceola County.

1. The CONTRACTOR's Assigned Employee shall provide a variety of expert consulting services to the Osceola County Building Office, including Contracted Building Inspections and Plans Review Services, Building Official(s) and/or Permit Technicians.
2. The CONTRACTOR shall provide other Assigned Employees as requested by the COUNTY from time to time, and as reflected herein to the COUNTY on a need-based requirement.
3. All Assigned Employees are employees of the CONTRACTOR and are not, and will not be considered, employees of the COUNTY.
4. The CONTRACTOR shall select employees that meet the requirements noted herein and provide them for use by COUNTY based upon their qualifications, certifications licenses and experience as an Assigned Employee.
5. The CONTRACTOR shall notify any Assigned Employees they are not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers'

compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits.

D. Assigned Employee Equipment.

1. The CONTRACTOR shall provide all equipment necessary to perform building code inspections including but not limited to, cellular phones, laptop computers, iPads, mobile printers, code books, inspection mirrors, safety equipment (PPE), ladders, electrical test equipment, and other items required to complete each inspection.
2. The CONTRACTOR shall provide all equipment necessary to perform building code remote plan reviews, including but not limited to, cellular phones, computers, code books, and other items required to complete each plan review.
3. The CONTRACTOR'S Assigned Employees performing Permit Technician services at the County Administration Building, or approved alternate location, shall be provided with the necessary office equipment for their assigned task by the COUNTY.
4. The CONTRACTOR's Assigned Employees performing Building Official services at the County Administration Building, or approved alternate location, shall be provided with the necessary office equipment for their assigned task by the COUNTY.

E. Assigned Employee Vehicles.

1. For building inspection services, the CONTRACTOR shall be responsible for providing all vehicles required to perform the services described herein with all vehicles being used clearly identified with the contracted company's name.
2. The CONTRACTOR's vehicles shall be well maintained to limit breakdowns and possible interruptions to service.
3. The CONTRACTOR's Assigned Employees who will drive vehicles while performing work for the COUNTY shall possess a valid Florida Driver's License and maintain a clean driving record.
4. All fuels, oils, lubricants, and maintenance of the vehicles or any parts thereof shall be the sole responsibility of the CONTRACTOR.

F. The Contactor and Assigned Employee Personnel Appearance.

1. The CONTRACTOR's Assigned Employees shall be neat and clean in appearance and shall always wear visible photo identification.
2. The COUNTY will provide a temporary Osceola County identification card to the CONTRACTOR's Assigned Employees giving authorization for performance of County inspections, plan reviews, Permit Technician services and/or Building Official services, as applicable.
3. The CONTRACTOR shall provide uniforms with its company name for all Assigned Employees providing services related to this Agreement.
4. The CONTRACTOR's Assigned Employees shall be physically able to perform all requirements of their assigned positions and conduct themselves in a courteous, positive, and professional manner always.

G. Assigned Employee Licensure.

1. Personnel employed by the CONTRACTOR to perform building code inspections, plan review, and Building Official services must possess a current license issued by the Department of Business and Professional Regulations, Building Code Administrators, and Inspectors Board (BCAIB) and may only perform building code inspection services that are within the disciplines covered by that person's licensure or certification under Florida Statue Chapter 468, Chapter 471, or Chapter 481.
2. The names of all personnel and a copy of each license issued to personnel employed by the CONTRACTOR to perform building code inspections shall be provided to the COUNTY's Building Official, or his designee, prior to award of contract.

H. Timing of Service Performance.

The CONTRACTOR and its Assigned Employees, as applicable, shall be required to perform building code inspection services in the following manner.

1. The COUNTY will inform the CONTRACTOR no later than 7:00 a.m. the day of the requested inspection.
 - a. The CONTRACTOR shall conduct the requested inspection the day of the notification by the COUNTY between 7:00 a.m. and 4:00 p.m.
 - b. In the event the project site cannot be inspected, the CONTRACTOR shall notify the COUNTY's Building Office to coordinate the projected building inspection.
2. The COUNTY's Building Official, or his designee, may visit any project site to verify inspections. If it is discovered that the CONTRACTOR and its inspectors have missed code issues on two or more inspections on a specific project site, the CONTRACTOR must meet with the COUNTY's Building Official to resolve the matter.
3. The CONTRACTOR shall be required to perform remote building code plan review services in the following manner:
 - a. The COUNTY will inform the contracted firm(s) through our automated plan review program of the plan reviews that have been assigned to them on a daily basis.
 - b. The contracted firm(s) shall conduct the requested plan reviews the day following the notification by the COUNTY.
 - c. In the event the project cannot be reviewed, the contracted firm(s) shall notify the Osceola County Building Office to coordinate a projected schedule for the assigned plan reviews.

I. CONTRACTOR's Assigned Employee, Operational Hours and Time-off Requests.

1. The CONTRACTOR's Assigned Employee for positions noted herein are for semi-permanent assignment whether full time or part time for the duration of the agreement, including amendments.
2. When the COUNTY accepts an assigned employee from the CONTRACTOR it shall be for a regular work schedule.
3. If the CONTRACTOR finds it necessary to remove this Assigned Employee or if the Assigned Employee quits, the CONTRACTOR shall refill this Assigned Employee

position at the COUNTY with another like (licensed) Assigned Employee as quickly as possible.

4. Through the CONTRACTOR, the assigned employees shall submit requests for time-off two weeks in advance; requests submitted to the CONTRACTOR and provided to the COUNTY are subject to the COUNTY's approval based on the needs of the Department.

J. Documentation.

1. Upon completion of the assigned inspection, the CONTRACTOR shall record such inspection within the Department's on-line data-based program (Accela).
2. The CONTRACTOR shall report to the COUNTY's Building Official, or his designee, any condition that poses and immediate threat to public safety, health, and welfare.
3. Upon completion of the assigned plan reviews, the contracted firm(s) shall record reviewed plans and comments within the Department's on-line data-based program (Accela).
4. Each completed plan review record, indicating pass or fail and applicable conditions, shall be posted within the computer system.
5. The CONTRACTOR shall be responsible for ensuring the provision of information related to inspections and plans review services and shall ensure the information is provided in the COUNTY's online data-based application as noted herein.
6. The CONTRACTOR shall report to the COUNTY Building Official, or their designee, any condition that poses an immediate threat to public safety, health, and welfare.

K. Other Services.

The COUNTY requests CONTRACTOR include a cost per hour pay item for Permit Technician positions and Building Officials.

1. Permit Technicians may be utilized to in-take permits, process of permits, perform data entry, and other customer services as needed but would not perform Residential and Commercial Inspections and would not perform Plans Review Services.
2. Building Officials' duties shall be to serve as required by Florida Statute and the Florida Building Code. The hourly rate will include all costs associated with the performance of their duties.
3. No additional compensation will be considered for fuel, overhead, materials, testing equipment, cell phones, computers, laptops or table devices or similar items.
4. The CONTRACTOR's Assigned Employees performing as Permit technicians and Building Officials, working at the County Administration Building, shall be provided with the necessary office equipment for their assigned task by the COUNTY. Use of the COUNTY's provided technology shall be COUNTY's policy and applicable procedures regarding acceptable technology use, including cyber security.

L. Staff Sufficiency.

The COUNTY reserves the right to request the CONTRACTOR to replace an Assigned Employee when repeated performance deficiencies are noted. While the COUNTY will

work with the CONTRACTOR to remedy deficiencies identified, the CONTRACTOR agrees to provide a replacement Assigned Employee within eight (8) business hours upon request.

M. Assigned Employees' Work – Application of Standard Rate Charges and Extended Rate Charges.

1. If the CONTRACTOR's Assigned Employee works up to forty (40) hours per Work Week, the CONTRACTOR shall charge the COUNTY using the Standard Rate Charge per hour, for each hour worked up to forty (40) hours during the Work Week.
 - a) The Work Week is defined as Saturday at 12:00:00 AM to Friday at 11:59:59 PM of any given week.
 - b) For reference, the COUNTY's Building Department operating hours are 7:30 AM to 3:30 PM, Monday through Friday, with a half hour lunch break.
 - c) Where applicable, the COUNTY will review requests for a variable daily schedule. If approved, the COUNTY will notify the CONTRACTOR and the CONTRACTOR's Assigned Employee in writing, with the approved schedule noted.
2. If any Assigned Employee works more than forty (40) hours in a Work Week, the CONTRACTOR may charge the COUNTY the Extended Rate Charge, for each additional hour beyond the forty (40) hours worked during the Work Week.
3. If, during the performance of work herein, it is apparent the Assigned Employee will work additional hours beyond the initial forty (40) hours per Work Week, the CONTRACTOR will notify the COUNTY. If the COUNTY needs the CONTRACTOR's Assigned Employee to work additional hours beyond the initial forty (40) hours per Work Week, the COUNTY will notify the CONTRACTOR. The COUNTY will be able to review, approve or reject, in advance the performance of work in addition to the forty (40) hours in writing.
4. The performance of hours beyond the initial forty (40) hour per individual Assigned Employee will be billed at the Extended Rate Charge.
5. The Extended Rate Charge will only be applied to hours worked by each individual Assigned Employee during a specific Work Week in excess of forty (40) hours.
6. The Contractor, when charging for services using the Extended Rate Charge, shall identify the specific hours being charged as "Extended Rate Charges".

N. CONTRACTOR's Hourly Rates and Invoicing.

1. Inspectors:
 - a. Hourly rate includes all costs associated with Inspection Services and is all inclusive.
 - b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment or administration.
 - c. Commuting expenses to and from Osceola County, by the CONTRACTOR's Assigned Employee, shall not be billable to COUNTY under this contract and shall be an expense of the CONTRACTOR. Once inside Osceola County, travel time to the inspection site should be included in the inspection time. All inspections time reported should include travel time from the previous inspection.

- d. Inspectors are to be within the boundaries of Osceola County during working/billable hours
 - e. The CONTRACTOR shall submit invoices to the County's Building Office monthly and shall include the Building Permit Numbers, date of inspection, inspection performed, and time required to complete the inspection.
2. Remote Plans Review:
- a. The CONTRACTOR's cost to provide Remote Plan Review Services is all inclusive.
 - b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment or administration.
 - c. Remote plan reviewers are to work from remote locations and shall bill working time only as required to complete their assigned plan reviews
 - d. Invoices shall be submitted to the Osceola County Building Office monthly and shall include the Building Permit Number, date of plan review performed, and total hours worked by Permit Number
3. Permit Technician Services:
- a. Hourly rate includes all costs associate with the performance of the Technician.
 - b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment, cell phones computers, laptops or table devices or similar items.
 - c. Commuting expenses to and from Osceola County, by the CONTRACTOR's Assigned Employee, shall not be billable to COUNTY under this contract and shall be an expense of the CONTRACTOR. Once inside Osceola County, travel time to the inspection site should be included in the inspection time. All inspections time reported should include travel time from the previous inspection.
 - d. Permit Technicians shall be at the County Administration Building during working/billable hours
 - e. The CONTRACTOR shall submit invoices to the County's Building Office monthly and shall include time required to complete tasks.
4. Building Official Services:
- a. Hourly rate includes all costs associated with the performance of the Building Official.
 - b. No additional compensation will be considered for mileage, fuel, overhead, materials, testing equipment, cell phones computers, laptops or table devices or similar items.
 - c. Commuting expenses to and from Osceola County, by the CONTRACTOR's Assigned Employee, shall not be billable to COUNTY under this contract and shall be an expense of the CONTRACTOR. Once inside Osceola County, travel time to the inspection site should be included in the inspection time. All inspections time reported should include travel time from the previous inspection.
 - d. Building Officials shall be at the County Administration Building during working/billable hours
 - e. The CONTRACTOR shall submit invoices to the County's Building Office monthly and shall include time required to complete tasks.

O. Provision of Additional Services.

The COUNTY reserves the right to negotiate with the awarded CONTRACTOR for the provision of additional services similar in nature. This includes, but is not limited to, additional inspection services, nationally recognized testing laboratory services, architects, engineers, and other like services that may be required on an as-needed basis.

P. Semi-Annual Review: The CONTRACTOR agrees to review any resulting agreement with the COUNTY on a semi-annual basis.

INTENTIONALLY LEFT BLANK

Exhibit "B"
Pricing Schedule
Universal Engineering Sciences

<i>Item</i>	<i>Description</i>	<i>Unit Price</i>	<i>Unit of Measure</i>
Standard Rate Charges			
1.	Building Code Inspector	\$120.00	Per Hour
2.	Remote Plan Review	\$110.00	Per Hour
3.	Permitting Technician Services	\$75.00	Per Hour
4.	Building Official	\$130.00	Per Hour
Extended Rate Charges			
5.	Building Code Inspector	\$180.00	Per Hour
6.	Remote Plan Review	\$165.00	Per Hour
7.	Permitting Technician Services	\$112.50	Per Hour
8.	Building Official	\$195.00	Per Hour

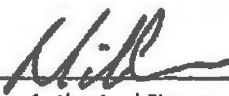
1. **Building Code Inspectors:** Hourly rate includes all costs associated with Building Code Inspection Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.
2. **Remote Plan Review:** Hourly rate includes all costs associated with Building Code Plans Review Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.
3. **Permitting Technician Services:** Hourly rate includes all costs associate with the performance of the Technician. No additional compensation will be considered for fuel, overhead, materials, testing equipment, cell phones computers, laptops or table devices or similar items
4. **Building Official:** Hourly rate includes all costs associated with Building Official Services. No additional compensation will be considered for fuel, overhead, materials, testing equipment or administration.
5. **Standard Rate Charges:** Standard Rate Charges shall apply to hours performed during the standard forty (40) hours Work Week by each Individual Assigned Employee.
6. **Extended Rate Charges:** Extended Rate Charges shall only apply to work performed specifically for hours worked in excess of forty (40) hours worked during any specific Work Week by each individual Assigned Employee.

Exhibit "C"
Contractor Certification Regarding Scrutinized Companies
(Contracts of \$1,000,000.00 or more)

Respondent/Contractor Name: <u>UNIVERSAL ENGINEERING SCIENCES, LLC</u>		
Contractor FEIN: <u>59-1117804</u>		
Contractor's Authorized Representative Name and Title: <u>MIKE DEAR, TREASURER</u>		
Address: <u>3532 MACQUE BLVD</u>		
City: <u>ORLANDO</u>	State: <u>FL</u>	Zip: <u>32811</u>
Phone Number: <u>407-423-0504</u>		
Email Address: <u>MDEAR@TEAMUES.COM</u>		

Section 287.135, Florida statutes, prohibits local governments from contracting with companies, for goods or services of one million dollars (\$1,000,000.00) or more that are on the Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of respondent, I hereby certify that the company identified above in the section entitled "respondent contractor name" is not listed on the Scrutinized Companies List. I understand that pursuant to section 287.135, Florida statutes, the submission of a false certification may subject company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: <u></u> Authorized Signature	Date: <u>3/1/23</u>
Print Name: <u>MIKE DEAR</u>	
Print Title: <u>TREASURER</u>	



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Grant Agreement Between the City of Mount Dora and FHWA for the Safe Streets and Roads for All Action Plan

Introduction:

This is a request for the Council to authorize the Mayor to sign a grant agreement with the Federal Highway Administration (FHWA) to support development of the City's Safe Streets and Roads for All (SS4A) action plan.

Discussion:

The SS4A grant program is a federal initiative designed to support local efforts that improve local transportation infrastructure and systems to save lives. The grants for transportation improvements are generally 80% federal to 20% local funding. Projects must be part of a federally approved action plan in order to receive the SS4A grants. This agreement is to help fund the City's action plan study that will identify transportation safety improvement projects for future grant funding by FHWA.

Budget Impact:

The action plan will cost \$200,000, of which \$160,000 will come from FHWA (80% grant) and \$40,000 (20% contribution) will come from City funds.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Recommendation:

City Council authorize the Mayor to sign the grant agreement with FHWA for funding development of Mount Dora's Safe Streets and Roads for All action plan.

Attachment(s):

1. SS4A FY22 Grant Agreement_City of Mount Dora (Final 081523)_ready for signatures

Prepared by:	GEORGE MAREK, Interim Public Works Director	
Reviewed by:	Sherry Sutphen, City Attorney	Approved - 9/11/2023
	Aneta Barton, Budget Director	Approved - 9/13/2023
	Sherry Sutphen, City Attorney	Approved - 9/14/2023
	Jeanann Hand, City Clerk	Approved - 9/14/2023
	Patrick Comiskey, City Manager	Final Approval - 9/14/2023

1. **Award No.**
693JJ32340533
2. **Effective Date**
See No. 17 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of Mount Dora

Unique Entity Id.: KRYJPNM9B9M7
TIN No.: 59-6000380
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
24 months from effective date of award
7. **Total Amount**
Federal Share: \$160,000
Recipient Share: \$40,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$200,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSSP230260PR
11. **Federal Funds Obligated**
\$160,000
12. **Submit Payment Requests To**
See article 20.
13. **Payment Office**
See article 20.
14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.61006600.0000000000.0000000000.0000000000.0000000000

15. Description of Project

City of Mount Dora, FL Safe Streets and Roads for All Action Plan Grant Application

RECIPIENT

16. Signature of Person Authorized to Sign

Signature
Name: Crissy Stile
Title: Mayor

Date

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature
Name: Okpemitortse (Torishay) Onuwaje
Title: Agreement Officer

Date

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Mount Dora (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the. City of Mount Dora, FL Safe Streets and Roads for All Action Plan Grant Application

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated March 28, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Mount Dora, Florida Action Plan Application

Application Date: 9/15/2022

2.2 Award Amount.

SS4A Grant Amount: \$160,000

2.3 Award Dates.

Period of Performance End Date: See Section 6 on page 1.

2.4 Budget Period

Budget Period End Date: See Section 6 on page 1.

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The award will be used by the City of Mount Dora to develop a comprehensive safety action plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	2/28/2025
Planned Action Plan Completion Date:	4/30/2025
Planned Action Plan Adoption Date:	6/30/2025
Planned SS4A Final Report Date:	8/31/2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$160,000
Other Federal Funds:	0
State Funds:	0
Local Funds:	\$40,000
In-Kind Match:	0
Other Funds:	0
Total Eligible Project Cost:	\$200,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$160,000	\$40,000	\$200,000
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$160,000	\$40,000	\$200,000

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

KRYJPNM9B9M7

4.2 Recipient Contact(s).

George Marek
Director of Public Works
City of Mount Dora
900 N. Donnelly Street, Mount Dora, FL 32757
(352) 630-8164
marekg@cityofmoundora.com

4.3 Recipient Key Personnel.

Name	Title or Position
George Marek	Director of Public Works

4.4 USDOT Project Contact(s).

Darren Thacker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-6409
darren.thacker@dot.gov

and

Hector R. Santamaria
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 493-2402
hector.santamaria@dot.gov

and

Ashley M. Cucchiarelli
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(720) 963-3589
ashley.cucchiarelli@dot.gov

and

Lina Maldonado
Agreement Officer's Representative (AOR)
District Transportation Engineer
400 W Washington St 4200
Orlando, FL 32801
407-867-6401
lina.maldonado@dot.gov

and

Jamie Christian
Florida Division Office Point of Contact
3500 Financial Plaza Suite 400
Tallahassee, FL 32312
850-553-2202
florida.fhwa@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition
and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,

Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Mount Dora, Florida

Baseline Measurement Date: 12/1/2023

Baseline Report Date: 2/1/2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: No change.

Schedule: No change.

Budget: No change.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds	0	0	0	0
Non-Federal Funds	0	0	0	0
Total Previously Incurred Costs	0	0	0	0
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

It is a goal of the Project to improve racial equity and reduce barriers to opportunity. This will be part of the scope of work assigned to our action plan consultant. The effort will be evident in the various projects proposed in our action plan.



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Vendor Agreement with Lake Community Action Agency for the Low Income Home Energy Assistance Program Vendor Payment (LIHEAP) Program

Introduction:

This is a request for City Council to approve the Low Income Home Energy Assistance Program Vendor Payment (LIHEAP) Agreement with Lake Community Action Agency.

Discussion:

The City of Mount Dora, in partnership with the Lake Community Action Agency, has been participating in the Low-Income Home Energy Assistance Program (LIHEAP) for approximately 28 years. LIHEAP is a federally funded program that helps income-qualified families with home heating and cooling costs. The Florida Department of Commerce (FloridaCommerce) administers LIHEAP and allocates funding directly to a network of community action agencies, also known as local agency providers, located throughout the state of Florida. The following is a summary of Florida's Low-Income Home Energy Assistance Program:

The program cannot pay for water, sewer or telephone services. The local LIHEAP provider makes the payments directly to the utility company on the customer's behalf.

A customer may be eligible if he or she meets the following requirements:

- Have a total income no more than 60% of the Florida State Median Income;
- Be responsible for paying the home heating or cooling bills;
- Be a resident of Florida; and
- Be a U.S. Citizen, qualified alien or permanent resident of the U.S.

Budget Impact:

There is no budget impact related to this item.

Strategic Impact:

Utilizing this program demonstrates responsible use of Fiscal Resources.

Recommendation:

Council approve the Low Income Home Energy Assistance Program Vendor Payment (LIHEAP) Agreement with Lake Community Action Agency.

Attachment(s):

1. Vendor Agreement City of Mt. Dora 2023

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 - 9/12/2023
Approved - 9/14/2023
Approved - 9/14/2023
Final Approval - 9/14/2023

LAKE COMMUNITY ACTION AGENCY, INC.
“Helping People, Changing Lives”

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
VENDOR PAYMENT AGREEMENT

THIS AGREEMENT is entered into between Lake Community Action Agency, Inc., hereinafter referred to as the “Agency” and the City of Mount Dora hereinafter referred to as the “Vendor.”

The undersigned home energy supplier hereby agrees to the following condition in order to receive vendor payments from the Low Income Home Energy Assistance Program (LIHEAP):

1. This agreement will begin on **September 1, 2023**, and will end on **October 31, 2025**. The agreement will be reviewed/renewed no later than **August 1, 2025**. (Must be at least every two years).
2. The Agency agrees to provide the Vendor with a list of names and contact information for all agency personnel authorized to commit LIHEAP funds. The Vendor will only accept payment commitment from authorized Agency personnel. Changes (additions/deletions) to the authorized personnel list must be approved in writing by an authorized Agency representative.
3. The Vendor agrees to provide the Agency with a list of names and contact information of all Vendor representatives authorized to resolve the energy crisis.
4. The Agency agrees to provide energy payment directly to the Vendor on behalf of the LIHEAP eligible customer.
5. The Vendor assures that no household receiving LIHEAP assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
6. The vendor assures that eligible households on whose behalf a LIHEAP vendor payment is received, either in the cost of goods supplied or the services provided, will not be discriminated against.
7. The Vendor understands that only energy related elements of a utility bill are to be paid with LIHEAP funds. No water or sewage charges may be paid except if required by the Vendor to resolve the crisis and no other resources to pay that portion of the bill can be secured by the customer or Agency.
8. The Vendor understands that only direct costs of energy related elements of a utility bill are allowed. No charges that result from illegal activities such as bad checks or meter tampering will be paid with LIHEAP funds. The Vendor is aware that such charges are the responsibility of the customer.
9. The Vendor understands that when the LIHEAP benefit amount does not pay for the complete charges owed by the customer, that the customer is responsible for the remaining balance owed.
10. The Vendor agrees to assist the Agency in verifying the LIHEAP customer’s account information and to make timely commitments to resolve any crisis situation. Subject to the Vendors privacy requirements, the Vendor agrees to provide the Agency with the following detailed customer account information: (1) current amount owed, (2) due date/disconnect dates and (3) amount necessary to resolve the crisis situation.
11. The Agency agrees to provide payment to the Vendor within (45) calendar days from the date the application was approved.
12. The vendor agrees to provide documentation at minimum monthly to the subrecipient to demonstrate that LIHEAP benefits were delivered, the date of benefit delivery, and the cost of these benefits.

13. DEO LIHEAP Policies and Procedures Manual Page **58**: Funds will be returned to subrecipient *within 30-45 calendar days* of a refundable activity (account closure, overpayment, etc.) occurring or, with subrecipient's approval, applied to another eligible client's account.
14. The Vendor agreement will be signed by Agency and Vendor upper level management with authority to enter such commitments.
15. If a LIHEAP payment to the Vendor cannot be applied to a customer's account, the funds will be returned to the Agency or with the Agency's approval applied to another eligible customer's account.
16. The Agency agrees to collect signed Authorization for Release of General and/or Confidential Information for LIHEAP Data from each eligible Applicant and ensure signed releases are available for inspection by the energy vendor.
17. The Vendor assures and is aware that as long as signed Authorization for Release of General and/or Confidential Information for LIHEAP Data are collected and available, the Vendor will provide the requested customer data to DEO.
18. The Vendor, with the exception of municipal providers, must be in "active" status with the State of Florida: <http://sunbiz.org/search.html>. The vendor's name must also be verified on SAMS at <https://www.sam.gov>. The name on this Vendor Agreement must match the legal business name on the State of Florida website.

VENDOR

City of Mount Dora

(Company Name)

352-735-7126

(Area Code) Phone Number

510 N. Baker St.

(Street Address/Post Office Box)

Mount Dora

FL

32757

(City)

(State)

(Zip)

Crissy Stile, Mayor

(Name & Title of Authorizing Company Official) (PLEASE PRINT)

(Signature of Authorizing Company Official)

(Date)

AGENCY

(Signature of Agency Official)

(Date)



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Change Order with Ten 8 Fire Equipment for Vehicle Maintenance on Fire Apparatus

Introduction:

This is a request for City Council to approve Change Order for PO 23-00510 with Ten 8 Fire Equipment for vehicle maintenance on fire apparatus.

Discussion:

This is a request to approve a Change Order for PO 23-00510 with Ten 8 Fire Equipment for fire apparatus maintenance totaling \$6,499.93. The original PO was established as a blanket PO totaling \$19,520.00 for vehicle maintenance and repairs. This Change Order is to cover the completion of work on fire apparatus that was requested before the Purchase Order maximum amount was expended. The Ten 8 Fire Equipment invoice for apparatus service and repairs was received after the original PO dollars were expended. The expense will be paid out of the Fire Department General Fund GL 001-1810-522.46-53.

Budget Impact:

There is no impact to Budget.

Strategic Impact:

Public Safety – Fire

Recommendation:

City Council approve Change Order for PO 23-00510 with Ten 8 Fire Equipment for vehicle maintenance on fire apparatus and authorize the City Manager or designee to sign the change order for payment.

Attachment(s):

1. Attachment #1 Ten8 - 1310020805
2. PO 23-00510 Change Order

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	HOUSE, ANGELA F HOUSE, ANGELA F, Fire Administrative Coordinator	Approved - 9/5/2023
	Joseph Hightower, Fire Chief	Approved - 9/5/2023
	Aneta Barton, Budget Director	Approved - 9/14/2023
	Jeanann Hand, City Clerk	Approved - 9/14/2023
	Patrick Comiskey, City Manager	Final Approval - 9/14/2023



TEN-8 FIRE & SAFETY, LLC

904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34201

Phone: 800-228-8368

Fax: 941-756 598

RECEIVED*By Angela House at 8:44 am, Jul 13, 2023*

Copy

Service Invoice

Page

Invoice No:

310020805

Invoice Date

06/30/23

Payment Terms

30 DWOR

Invoice to:

CITY OF MOUNT DORA

510 N. BAKER STREET

MOUNT DORA FL 32757

USA

Customer No.

C00662

PO Number

23-00510

Equipment Id.:

30495-01

VIN #:

P1BAAFF8HA017780

Description:

APPARATUS

Veh. Miles:

63,832

Veh. Hours:

7,572

Approved:

Chief Forney

No.	Description	Quantit	Price	Amount	Disc. %	Disc. Amt.	Total
COMPL	PM II						
BD7309	LUBE SPIN ON	1	37.80	37.80			37.80
BF1378-SPS	FUEL/WATER SEPA	1	34.71	34.71			34.71
BF63000	FUEL FILTER	1	155.80	155.80			155.80
LABOR	LABOR	5	130.00	650.00			650.00
Parts	15W40 MOTOR OIL	27	5.07	136.89			136.89
SHOP	SHOP SUPPLIES	1	52.00	52.00			52.00
008	Drained engine oil, replaced filter and refilled with new fluid. Replaced fuel and coolant filters. Lubricated chassis and performed inspection.						
009	Subtotal:						1,067.20
COMPL	TRANS SERVICE						
PT9415-MPG KIT	TRANSMISSION FILTERS	1	75.71	75.71			75.71
LABOR	LABOR	1.5	130.00	195.00			195.00
SPIS6ATFA668	SHELL SPIRAX S6 ATF A668	19	12.45	236.55			236.55
SHOP	SHOP SUPPLIES	1	15.60	15.60			15.60
015	Drained fluid, replaced filters and refilled with new fluid.						
016	Subtotal:						522.86
COMPL	CHECK AIR FILTER						
PA30309	HD AIR ELEMENT	1	137.37	137.37			137.37
LABOR	LABOR	0.25	130.00	32.50			32.50
SHOP	SHOP SUPPLIES	1	2.60	2.60			2.60
021	Removed and replaced air filter.						
022	Subtotal:						172.47
COMPL	AIR DRYER SERVICE						
BA5374	DESICCANT AIR D	1	51.74	51.74			51.74
LABOR	LABOR	1	130.00	130.00			130.00
SHOP	SHOP SUPPLIES	1	10.40	10.40			10.40
027	Drained air tanks and replaced air dryer.						
028	Subtotal:						192.14
COMPL	POWER STEERING SERVICE						
PT8487	PS FILTER	1	12.04	12.04			12.04
SPIS6ATFA668	SHELL SPIRAX S6 ATF A668	4	12.45	49.80			49.80

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.

**TEN-8 FIRE & SAFETY, LLC**

904 59TH AVENUE DRIVE EAST
BRADENTON, FL 42
Phone: 800-228-8368
Fax: 941-756 598

Invoice to:

CITY OF MOUNT DORA

510 N. BAKER STREET

MOUNT DORA FL 32757
USA

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Page

Invoice No:

Invoice Date

Pyment Terms

Service Invoice

2/4

310020805**06/30/23****30 DWOR**

Customer No.

C00662

PO Number

23-00510

Equipment Id.:

30495-01

VIN #:

P1BAAFF8HA017780

Description:

APPARATUS

Veh. Miles:

63,832

Veh. Hours:

7,572

Approved:

Chief Forney

Currency: \$

No.	Description	Quantit	Price	Amount	Disc. %	Disc. Amt.	Total
LABOR	LABOR	1.5	130.00	195.00			195.00
SHOP	SHOP SUPPLIES	1	15.60	15.60			15.60
034	Drained fluid, replaced filter and refilled with new fluid.						
035	Subtotal:						272.44
COMPL	PUMP SERVICE						
BT839-10	HYDRAULIC FILTER	1	8.31	8.31			8.31
96932	HYDO ADVANCED 10 OIL PUC OIL	4	12.04	48.16			48.16
LABOR	LABOR	1.5	130.00	195.00			195.00
SHOP	SHOP SUPPLIES	1	15.60	15.60			15.60
041	Drained pump fluid and replaced with new fluid.						
042	Subtotal:						267.07
COMPL	REAR DIFF SERVICE						
LABOR	LABOR	1	130.00	130.00			130.00
PTGL-80W90-55G	80W90 GEAR LUBE	6.5	8.40	54.60			54.60
Parts	80W90 GEAR LUBE	13.5	8.40	113.40			113.40
SHOP	SHOP SUPPLIES	1	10.40	10.40			10.40
048	Drain rear diff fluid and refilled with new.						
049	Subtotal:						308.40
COMPL	A/C SERVICE						
1857257	AC,RECEIVER DRYER,RED DOT	1	83.22	83.22			83.22
LABOR	LABOR	2	130.00	260.00			260.00
SHOP	SHOP SUPPLIES	1	20.80	20.80			20.80
054	Tested system for leaks and proper performance. Topped off refrigerant and replaced dryer. Checked and verified condensor fan and blower operation.						
055	Subtotal:						364.02
COMPL	CUMMINS BREATHER FILTER						
5263986	BREATHER, CRANKCASE	1	431.28	431.28			431.28
LABOR	LABOR	1	130.00	130.00			130.00
SHOP	SHOP SUPPLIES	1	10.40	10.40			10.40
060	Unable to remove stuck screws from filter housing. Removed and replaced the filter with housing.						
061	Subtotal:						571.68

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**TEN-8 FIRE & SAFETY, LLC**

904 59TH AVENUE DRIVE EAST
BRADENTON, FL 42
Phone: 800-228-8368
Fax: 941-756 598

Invoice to:

CITY OF MOUNT DORA

510 N. BAKER STREET

MOUNT DORA FL 32757
USA

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Page **3/4**
Invoice No: **310020805**
Invoice Date **06/30/23**
Pyment Terms **30 DWOR**

Service Invoice

Customer No. **C00662**
PO Number **23-00510**
Equipment Id.: **30495-01**
VIN #: **P1BAAFF8HA017780**
Description: **APPARATUS**
Veh. Miles: **63,832**
Veh. Hours: **7,572**
Approved: **Chief Forney**

Currency: \$

No.	Description	Quantit	Price	Amount	Disc. %	Disc. Amt.	Total
COMPL	CHECK BRAKES						
LABOR	LABOR	0.5	130.00	65.00			65.00
SHOP	SHOP SUPPLIES	1	5.20	5.20			5.20
065	Inspected brakes, okay.						
066	Subtotal:						70.20
COMPL	CEL ON						
539748	HEADER,DEF TANK,CUMMINS KUS,RBR BOOT	1	611.91	611.91			611.91
DEF002T10	DIESEL EXHAUST FLUID 2.5 GAL JUG	2	16.89	33.78			33.78
LABOR	LABOR	2.5	130.00	325.00			325.00
SHOP	SHOP SUPPLIES	1	26.00	26.00			26.00
072	Inspected and found codes 1715 & 4277 present. Drained def from tank, removed tank and replaced def header. Reinstalled tank, refilled with def and ran regen. Verified no check engine light on and no codes present.						
073	Subtotal:						996.69
COMPL	FRONT HUBS LEAKING						
AHS-9925	OIL BATH CAP	1	26.95	26.95			26.95
LABOR	LABOR	1	130.00	130.00			130.00
SHOP	SHOP SUPPLIES	1	10.40	10.40			10.40
078	Removed cap and installed new cap painted to match.						
079	Subtotal:						167.35
COMPL	WATER LEVEL LIGHTS INTERMITTENT IN PUMP GEAR						
801498	GAUGE,WATER LEVEL,FRC MAXVISION LED TANK DISPLAY	1	610.12	610.12			610.12
LABOR	LABOR	1	130.00	130.00			130.00
SHOP	SHOP SUPPLIES	1	20.40	20.40			20.40
084	Removed water level light and sent out for repair. Reinstalled light and verified operation.						
085	Subtotal:						760.52
COMPL	PUMP TEST						
LABOR	LABOR	2	125.00	250.00			250.00
088	Performed NFPA pump test - PASSED.						
089	Subtotal:						250.00
COMPL	AIR DRYER DRAIN LEAKING						

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904 59TH AVENUE DRIVE EAST

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Phone: 800-228-8368

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MOUNT DORA FL 32757

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Copy**Service Invoice**

Page

Invoice No:

310020805

Invoice Date

06/30/23

Pyment Terms

30 DWOR

Customer No.

C00662

PO Number

23-00510

Equipment Id.:

30495-01

VIN #:

P1BAAFF8HA017780

Description:

APPARATUS

Veh. Miles:

63,832

Veh. Hours:

7,572

Approved:

Chief Forney

Currency: \$

No.	Description	Quantit	Price	Amount	Disc. %	Disc. Amt.	Total
TV12105	DRAIN VALVE WITH PULL CABLE	1	14.09	14.09			14.09
LABOR	LABOR	0.5	130.00	65.00			65.00
SHOP	SHOP SUPPLIES	1	5.20	5.20			5.20
094	Replaced air dryer drain.						
095	Subtotal:						84.29
COMPL	MIRROR SWITCH BROKE (PART ONLY)						
1758243	SWITCH, MIRROR RETRAC MIRROR CONTROL SWITCH	1	58.85	58.85			58.85
098	Subtotal:						58.85
COMPL	FUELED TRUCK AND DELIVERED TO CUSTOMER						
Parts	DIESEL FUEL \$3.6979/G 20.278/G	1	74.60	74.60			74.60
TRAVEL	TRAVEL SERVICE	1.5	130.00	195.00			195.00
102	Subtotal:						269.60

Tax Details

Tax Code	Tax %	Net	Tax
----------	-------	-----	-----

Additional Expenses:

Shipping Type:

#	Description	Net	Tax Code	Tax %	Tax	Gross
1	FREIGHT SER FL	104.15	FLLAKE	7.000	0.00	104.15

Subtotal: **\$ 6,395.78**Freight: **\$ 104.15**Total Before Tax: **\$ 6,499.93**Total Tax Amount: **\$ 0.00****Total Amount: \$ 6,499.93**

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CITY OF MOUNT DORA

Marilyn Douglas – Purchasing Manager
510 North Baker Street
Mount Dora, FL 32757
Phone: 352-735-7176
douglasm@cityofmoundora.com

Purchasing Division

CHANGE ORDER – PURCHASE ORDERS

Today's Date: 07/26/23

Original PO Number: 23-00510

Original PO Amount: \$ 19,520.00

Change Order Number: _____

PO issued to: Ten8 Fire Equipment
(Vendor Name)

The following change(s) are requested to the purchase order per the attached documentation:

+ / - line # _____ by _____ (qty) @ \$ _____ /unit GL #: _____

+ / - line # _____ by _____ (qty) @ \$ _____ /unit GL #: _____

+ / - line # _____ by _____ (qty) @ \$ _____ /unit GL #: _____

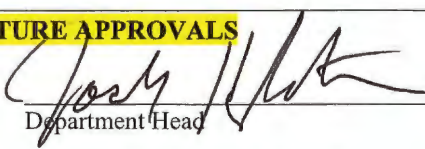
Reason for Purchase Order Change: Increase PO total by \$6,499.93

New Purchase Order Total with Change Order: \$ 26,019.93

Cancel Entire PO: YES or NO (circle one)

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing the change does not exceed 10% (not to exceed \$50,000 in total in cumulative) of the latest approved contract value for the contract. Amendments to contracts greater than these amounts must be approved by City Council.

All change orders issued which modify a contract, the original and revised total cost of which exceeds 10% (not to exceed \$50,000 in total in cumulative), shall require Council approval, unless otherwise specified in the Purchasing Policy.

SIGNATURE APPROVALS	
 _____ Division Manager	 _____ Department Head
_____ Finance Director	_____ City Manager (Not to Exceed 10% of latest approved value up to a cumulative total of \$50,000)
_____ City Council (Over a total value of \$50,000)	



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval to Waive Fees for Use of the Martin Luther King Center by TK Law

Introduction:

This is a request for City Council to waive rental fees for use of the Martin Luther King Center by TK Law for a free legal advice clinic on March 2, 2024.

Discussion:

TK Law is a law firm located in Altamonte Springs and partners with Community Legal Services to provide assistance and guidance for those who cannot afford legal representation. TK Law has requested to utilize the Martin Luther King Center to host a free legal advice clinic on Saturday, March 2, 2024. The event's representative, Adriana Diaz, has requested a waiver of rental fees for use of the Martin Luther King Center for this clinic. The total estimated cost of the rental is \$380.

Rental fees for community outreach events may be waived per the discretion of the Leisure Services Department with approval of the City Manager. The City Manager is not in favor of granting a waiver for one group over another.

Budget Impact:

The total estimated rental fees are \$380.

Strategic Impact:

2.3.2. Increase engagement and collaboration with residents

Recommendation:

City Council receive input and determine whether to provide a waiver of fees for use of the Martin Luther King Center for a free legal advice clinic.

Attachment(s):

1. TK Law MLK Center Waiver of Fees Letter 8.15.23
2. TK Law Facility Permit MLK

Prepared by: Jennifer Schwarz, Operations Manager
Reviewed by: Troy Shonk, Parks & Recreation Director
Aneta Barton, Budget Director
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 9/7/2023
Approved - 9/11/2023
Approved - 9/12/2023
Final Approval - 9/15/2023

ATTACHMENT #1



To Whom it May concern,

This letter is a request for permission to waive fees for the utilization of the MLK Center. We are TK Law; a law firm located in Altamonte Springs. We would like to use the MLK center for a space to host a free legal advice clinic. We partner with Community Legal Services to provide assistance and guidance for those who cannot afford legal representation. In January, we hosted our first clinic at the MLK Center and it was a wonderful experience! We are grateful to have the opportunity to give back to the community and hope to make this a tradition. Thank you for your consideration on this matter.

Best Regards,

Adriana Diaz
TK Law

Main Office

999 Douglas venue
Suite 3333
Altamonte Springs, FL 32 1
07-834-4847
OneFirmForLife.com



**CITY OF
MOUNT
DORA**

1995 N. Donnelly Street
Mount Dora, FL 32757
352-735-7180
<https://ci.mount-dora.fl.us>

PERMIT #4184

Authorized On: 08/15/2023 04:28 PM

NOTE: Law Advice Clinic - rental buffer override per Jennifer.

Location

Martin Luther King Center
803 Florida Avenue
Mount Dora, FL 32757

Permit Holder

TK Law
999 Douglas Ave.
Altamonte Springs, FL 32714

Authorized Agent

Amanda Ferguson
352-735-7180
parksandrec@cityofmountdora.com
<https://ci.mount-dora.fl.us>

RESERVATIONS

Location	Facility	Date	Time	Hours	Fee
Martin Luther King Center	Martin Luther King Center	Sat, Mar 2nd 2024	08:00 AM-03:00 PM	7.00	\$280.00
	Addons				
			Security Deposit		\$100.00
			Addons Total		\$100.00
				TOTAL:	\$380.00

CHARGES

LOCATION	FACILITY	DESCRIPTION	TOTAL PAID	BALANCE DUE
Martin Luther King Center	Martin Luther King Center	Mar 2, 2024 8:00 AM-3:00 PM	\$280.00 \$0.00	\$280.00
Martin Luther King Center	Martin Luther King Center	Security Deposit	\$100.00 \$0.00	\$100.00
		TOTAL:	\$380.00 \$0.00	\$380.00

PROMPT RESPONSES

Location	Facilities	Date	Days
Martin Luther King Center	Martin Luther King Center	03/02/2024	Sat
#1 - Will alcohol be sold or served at this event? * If alcohol is distributed at the event, a liability insurance policy in the amount of \$1,000,000, naming the City of Mount Dora as a certificate holder is required. * Documentation of coverage must be presented to our office at least fourteen (14) days prior to the event. * The City reserves the right to require policy coverage for any event as it deems appropriate. * If alcohol is sold, a catering license will be required in addition to the liability insurance policy coverage if necessary. ***If you are serving alcohol YOUR REQUEST WILL NOT BE PROCESSED until your license and liability insurance is received by the facility rental department. Please email it to FacilityRentals@CityOfMountDora.com for processing. ***			
Response: No			
Martin Luther King Center	Martin Luther King Center	03/02/2024	Sat
#2 - Purpose of use? (example; child's birthday party, wedding reception, etc.)			

ATTACHMENT #2

Response: Law Advice Clinic

Martin Luther King Center	Martin Luther King Center	03/02/2024	Sat
#3 - Will tents or other rental equipment be used at this event?			

Response: No

Martin Luther King Center	Martin Luther King Center	03/02/2024	Sat
#4 - All facility rental waivers and agreements are completed digitally. There is no need to mail, e-mail or bring the signed agreements, as they are saved to this website with your reservation.			

Response: Agreed

Martin Luther King Center	Martin Luther King Center	03/02/2024	Sat
#5 - Will you be collecting revenue or charging a fee to attend this event?			

Response: No

Martin Luther King Center	Martin Luther King Center	03/02/2024	Sat
#6 - Any rental of a City facility requires at \$100 security deposit. This deposit is to ensure the location being rented is left clean and undamaged. If the location is not clean or has been damaged, the City has the right to retain the security deposit. Once the rental has been completed, the City has a minimum of 30 business days to process the refund of a security deposit, minus a \$5 processing fee.			

Response: Agreed

For any problems concerning the building, contact the W.T. Bland Library (352) 735-7183 during business hours or Police Dispatch at (352) 735-7030 during evening or weekend events.



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval to Waive Fees for Use of the Mount Dora Music Hall by Shaping heARTS

Introduction:

This is a request for City Council to waive rental fees for use of the Mount Dora Music Hall by Shaping heARTS for community performances on March 23, 2024 & May 11, 2024.

Discussion:

Shaping heARTS is a nonprofit that partners with the Parks and Recreation Department each summer to provide our arts and theater camps. Shaping heARTS is a great community partner bringing arts and culture to Mount Dora, which supports our funding for the General Program Support grant. Shaping heARTS has requested to utilize the Mount Dora Music Hall for community performances on March 23, 2024 and May 11, 2024. Shaping heARTS president, Brook Priebe, has requested a waiver of rental fees for use of the Mount Dora Music Hall for these performances. The total estimated cost of the rental is \$2,400.

Rental fees for community outreach events may be waived at the discretion of the Parks Department with approval of the City Manager. The City Manager is not in favor of granting a waiver for one group over another.

Budget Impact:

The total estimated rental fees are \$2,400.

Strategic Impact:

2.3.2. Increase engagement and collaboration with residents

Recommendation:

City Council receive input and determine whether to provide a waiver of fees for use of the Mount Dora Music Hall for community performances.

Attachment(s):

1. Shaping heARTS Request 8.21.23
2. Shaping heARTS Facility Permit MDMH

Prepared by: Jennifer Schwarz, Operations Manager
Reviewed by: Troy Shonk, Parks & Recreation Director
Aneta Barton, Budget Director
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 9/7/2023
Approved - 9/11/2023
Approved - 9/12/2023
Final Approval - 9/15/2023

Shaping heARTS

31421 Westward Ho Ave
Mt, Plymouth, FL 32776
(352) 729-1979
director@shapingheARTS.org

August 21, 2023

City of Mount Dora

To Whom it May Concern,

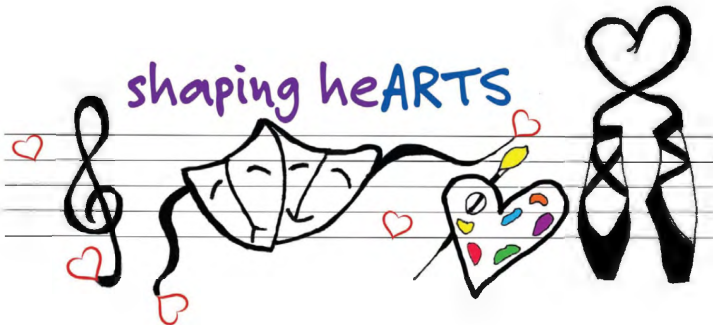
Shaping heARTS would like to reserve the Mount Dora Music Hall for a community performance on March 23rd, 2024. We would also like to tentatively reserve Saturday, May 11th, 2024 as well but we're awaiting confirmation from other parties to be able to confirm it.

Best regards,



Brook Priebis

President, shaping heARTS





**CITY OF
MOUNT
DORA**

1995 N. Donnelly Street
Mount Dora, FL 32757
352-735-7180
<https://ci.mount-dora.fl.us>

PERMIT #4192

Authorized On: 08/21/2023 02:49 PM

NOTE: Spring Showcase & Spring Musical

Location

Mount Dora Music Hall
520 N Baker St
Mount Dora, FL 32757

Permit Holder

Brook Prebis
30250 Cheval St
Mount Dora, FL 32757

Authorized Agent

Amanda Ferguson
352-735-7180
parksandrec@cityofmountdora.com
<https://ci.mount-dora.fl.us>

RESERVATIONS

Location	Facility	Date	Time	Hours	Fee
Mount Dora Music Hall	Entire Building	Sat, Mar 23rd 2024	All Day	0.00	\$1,150.00
	Addons	Security Deposit			\$100.00
		Addons Total			\$100.00
Mount Dora Music Hall	Entire Building	Sat, May 11th 2024	All Day	0.00	\$1,150.00
TOTAL:					\$2,400.00

CHARGES

LOCATION	FACILITY	DESCRIPTION	TOTAL PAID		BALANCE DUE
Mount Dora Music Hall	Entire Building	Mar 23, 2024 12:00 AM-Mar 24, 2024 12:00 AM	\$1,150.00	\$0.00	\$1,150.00
Mount Dora Music Hall	Entire Building	Security Deposit	\$100.00	\$0.00	\$100.00
Mount Dora Music Hall	Entire Building	May 11, 2024 12:00 AM-May 12, 2024 12:00 AM	\$1,150.00	\$0.00	\$1,150.00
TOTAL:			\$2,400.00	\$0.00	\$2,400.00

PROMPT RESPONSES

Location	Facilities	Date	Days
Mount Dora Music Hall	Entire Building	03/23/2024-05/11/2024	Sat

#1 - Will alcohol be sold or served at this event? * If alcohol is distributed at the event, a liability insurance policy in the amount of \$1,000,000, naming the City of Mount Dora as a certificate holder is required. * Documentation of coverage must be presented to our office at least fourteen (14) days prior to the event. * The City reserves the right to require policy coverage for any event as it deems appropriate. * If alcohol is sold, a catering license will be required in addition to the liability insurance policy coverage if necessary. ***If you are serving alcohol YOUR REQUEST WILL NOT BE

ATTACHMENT #2

PROCESSED until your license and liability insurance is received by the facility rental department. Please email it to FacilityRentals@CityOfMountDora.com for processing. ***

Response: No

Mount Dora Music Hall	Entire Building	03/23/2024-05/11/2024	Sat
-----------------------	-----------------	-----------------------	-----

#2 - By confirming this agreement, the renter understands and agrees that they are solely responsible for providing an Audio/Visual Technician, if needed for their reservation.

Response: Agreed

Mount Dora Music Hall	Entire Building	03/23/2024-05/11/2024	Sat
-----------------------	-----------------	-----------------------	-----

#3 - Purpose of use? (example; child's birthday party, wedding reception, etc.)

Response: Spring Showcase & Spring Musical

Mount Dora Music Hall	Entire Building	03/23/2024-05/11/2024	Sat
-----------------------	-----------------	-----------------------	-----

#4 - Will tents or other rental equipment be used at this event?

Response: No

Mount Dora Music Hall	Entire Building	03/23/2024-05/11/2024	Sat
-----------------------	-----------------	-----------------------	-----

#5 - All facility rental waivers and agreements are completed digitally. There is no need to mail, e-mail or bring the signed agreements, as they are saved to this website with your reservation.

Response: Agreed

Mount Dora Music Hall	Entire Building	03/23/2024-05/11/2024	Sat
-----------------------	-----------------	-----------------------	-----

#6 - Will you be collecting revenue or charging a fee to attend this event?

Response: No

Mount Dora Music Hall	Entire Building	03/23/2024-05/11/2024	Sat
-----------------------	-----------------	-----------------------	-----

#7 - By renting this facility, you are agreeing to clean the facility per the previously agreed to policy or hire Facility Care staff through the city at an hourly rate. You may hire Facility Care staff by contacting our Administrative team by calling 352-735-7183. If the facility is not cleaned per the policy, we may retain your security deposit.

Response: Agreed

Mount Dora Music Hall	Entire Building	03/23/2024-05/11/2024	Sat
-----------------------	-----------------	-----------------------	-----

#8 - Any rental of a City facility requires at \$100 security deposit. This deposit is to ensure the location being rented is left clean and undamaged. If the location is not clean or has been damaged, the City has the right to retain the security deposit. Once the rental has been completed, the City has a minimum of 30 business days to process the refund of a security deposit, minus a \$5 processing fee.

Response: Agreed

For any problems concerning the building, contact the W.T. Bland Library (352) 735-7183 during business hours or Police Dispatch at (352) 735-7030 during evening or weekend events.



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of Resolution No. 2023-43, Adoption of Fund Balance Policy

Introduction:

This is a request for City Council to approve Resolution No. 2023-43, Adoption of Fund Balance Policy.

Discussion:

That the City Council of the City of Mount Dora, Florida does hereby adopt a new Fund Balance Policy attached to the Resolution as "Fund Balance Policy" (Exhibit "A") which may later be amended by the City Council. The City will maintain reservations of Fund Balance / Net Position in accordance with Governmental Accounting Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions and Statement No. 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflow of Resources, and Net Position. Fund Balance shall be composed of non-spendable, restricted, unrestricted, committed, assigned and unassigned amounts

The policy establishes a targeted minimum and maximum reserve balances of all of the City's Operating Funds Unassigned Fund Balance based on current fiscal year operating expenditures, less transfers out and non-recurring capital budgets for the funds.

Budget Impact:

There is no cost to the city to initiate this policy.

Strategic Impact:

Financial and Fiscal Sustainability

Recommendation:

City Council adopt Resolution No. 2023-43, Fund Balance Policy.

Attachment(s):

1. Resolution No. 2023-43, Adoption of Fund Balance Policy

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 - 9/11/2023

Approved - 9/14/2023

Approved - 9/14/2023

Final Approval - 9/15/2023

RESOLUTION NO. 2023-43

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE UPDATED FUND BALANCE POLICY PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF RESOLUTION NO. 2020-127; PROVIDING FOR ADOPTION OF FUND BALANCE POLICY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the City of Mount Dora Charter, the City Manager has the responsibility of preparing, submitting and administering the annual budget for the City; and

WHEREAS, pursuant to the City of Mount Dora Charter, the City Manager has the responsibility of advising the City Council as to the financial condition and future needs of the City of Mount Dora; and

WHEREAS, pursuant to the City of Mount Dora City Charter, the City Manager has the responsibility of making recommendations to the City Council concerning the affairs of the City; and

WHEREAS, on the recommendation of the City Manager, the City has determined that it is necessary to update the its Fund Balance Policy consistent with Governmental Accounting Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions and Statement No. 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflow of Resources and Net Position.

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

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

SECTION 2. Repeal of Resolution No.: 2020-127. The prior Fund Balance Policy adopted pursuant to City of Mount Dora Resolution No.: 2020-127, is hereby repealed in its entirety.

SECTION 3. Adoption of Fund Balance Policy. The Fund Balance Policy attached hereto as **Exhibit "A"** is hereby adopted.

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 Fund Balance Policy, 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 ____ day of _____, 2023.

CRISSY STILE, MAYOR
City of Mount Dora, Florida

ATTEST:

JEANANN HAND, CITY CLERK
City of Mount Dora, Florida

Sherry Sutphen
City Attorney



Fund Balance Policy

September 21, 2023

Resolution No. – 2023-43

EXHIBIT A

CITY OF MOUNT DORA FUND BALANCE POLICY

I. PURPOSE

The City hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

II. DEFINITIONS

Fund Balance – The difference between assets and liabilities in a governmental fund.

Non-Spendable Fund Balance – Amounts that are not in spendable form (inventory or long-term receivables) or amounts that are required to be maintained intact (corpus of a permanent fund).

Restricted Fund Balance – Amounts that can be spent only for specific purposes stipulated by external resource providers such as creditors, grantors, contributors, or laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance – Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action (resolution or ordinance) of the City Council, the City's highest level of decision-making authority. Committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of formal action (resolution or ordinance) it employed to commit those amounts.

Assigned Fund Balance – Amounts established by City management intended to be used for specific purposes.

EXHIBIT A

Unassigned Fund Balance – The residual classification representing fund balance that has not been restricted, committed or assigned and is available for general purposes.

III. SPENDING ORDER OF FUND BALANCES

The City uses restricted amounts to be spent first when both restricted (Non-Spendable Fund Balance and Restricted Fund Balance) and unrestricted fund balances (Committed Fund Balance, Assigned Fund Balance and Unassigned Fund Balance) are available unless there are legal documents/contracts that prohibit doing this, such as grant agreements requiring dollar for dollar spending. Additionally, the City would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

IV. ESTABLISH RESERVE BALANCE TARGET

It is essential that governments maintain adequate levels of fund balance to mitigate risks and provide a back-up for revenue shortfalls.

The City Council according to the City Charter in accordance with the duties of the City Manager shall establish the following targeted minimum reserve balance of all of the City's Operating Funds Unassigned Fund Balance;

FUND	TARGET% MINIMUM
General	17
Community Redevelopment Agency	25
Northeast Community Redevelopment Agency	25
Building Division	25
Electric Utility	17
Water / Wastewater Utility	17
Sanitation Utility	17
Stormwater Utility	17
Self-Insured Health	33

These targets will be based on current fiscal year operating expenditures and transfers out less non-recurring capital budgeted for the funds. For purposes of this calculation, the

EXHIBIT A

current fiscal year budget shall be the budget as originally adopted by resolution on October 1st for the current fiscal year.

V. REPLENISHMENT OF RESERVE DEFICITS

If, at the end of any fiscal year, the actual amount of Unassigned Fund Balance falls below the targeted levels set forth herein, a plan shall be established to achieve the target by adding a designated amount to the budget to cover the deficiency over a period not to exceed three (3) fiscal years.

VI. UTILIZATION OF RESERVES

In the event that the Unassigned Fund Balance exceeds the amounts set forth herein, the excess may be utilized for any lawful purpose. Appropriation of the minimum reserve balances, once met, shall require the approval of the City Council by inclusion in the approved annual budget (and revisions thereto).

VII. ANNUAL REVIEW AND DETERMINATION OF FUND BALANCE RESERVE AMOUNTS

Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process, and the amounts of non-spendable, restricted, committed, assigned and unassigned fund balance shall be determined during this process.



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Adoption of **Resolution No. 2023-46**, Accepting the FY 2022-2023 Annual Comprehensive Financial Report/Audit (ACFR) prepared by MSL, P.A., and adopting Time Parameters and Procedures

Introduction:

This is a request for the City Council to adopt Resolution No. 2023-46, accepting the FY 2021-2022 Annual Comprehensive Financial Report (ACFR)/Audit prepared by MSL, P.A. and adopt Time Parameters and Procedures.

Discussion:

The Annual Comprehensive Financial Report (ACFR) for the year ending September 30, 2022, has been completed. The ACFR fulfills the requirements of the City Charter, Florida Statutes, and the Rules of the Florida Auditor General. It is prepared in conformity with Generally Accepted Accounting Principles (GAAP) and audited by an independent firm of Certified Public Accountants. The organization, form and contents of the ACFR plus the accompanying financial statements and statistical tables are formulated in accordance with the principles prescribed by the Governmental Accounting Standards Board (GASB), the State of Florida and the Government Finance Officers Association of the United States and Canada (GFOA). Each year the Governmental Accounting Standard Board (GASB) continues to add new elements to the auditing requirements and the auditor will express an opinion.

Pursuant to the City of Mount Dora Charter, Article II, Legislature, Section 9, Duties, the City Council shall adopt, by resolution, the time procedures for the correction of all deficiencies noted in the ACFR. Accordingly, Resolution No. 2023-xx is presented for City Council to accept the FY 2021-2022 Annual Comprehensive Financial Report (ACFR)/Audit and adopt Time Parameters and Procedures.

Budget Impact:

None

Strategic Impact:

Fiscal Sustainability

Recommendation:

City Council to adopt Resolution No. 2023-46, accepting the FY 2021-2022 Annual Comprehensive Financial Report (ACFR)/Audit and adopting Time Parameters and Procedures.

Attachment(s):

1. Resolution No. 2023-46 ACFR Audit 2022.SGS
2. Exhibit A - ACFR FY 21-22
3. Exhibit B - Management Response to audit findings FY 21-22

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Rita Meade, Interim Finance Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 9/12/2023

Approved - 9/12/2023

Approved - 9/14/2023

Approved - 9/14/2023

Final Approval - 9/14/2023

RESOLUTION NO. 2023-46

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE AUDIT PREPARED BY MSL, P.A, FOR FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ANNUAL COMPREHENSIVE FINANCIAL REPORT/AUDIT (ACFR) AND TIME PARAMETERS AND PROCEDURES; 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 annually conducts an annual comprehensive financial report/audit (ACFR) through the use of an independent certified public accountant; and

WHEREAS, MSL, P.A., is the current independent certified public accountant engaged by the City for performing auditing services; and

WHEREAS, MSL, P.A., has prepared the annual audit for the City of Mount Dora for the fiscal year ending on September 30, 2022; and

WHEREAS, pursuant to the City of Mount Dora City Charter, Article II, Legislature, Section 9, Duties, the City Council shall adopt, by resolution, the time procedures for the correction of all deficiencies noted in the ACFR.

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

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

SECTION 2. Approval of ACFR, Time Parameters and Procedures.

A. The City hereby accepts the September 30, 2022, ACFR, prepared by MSL, P.A., hereto attached as **Exhibit "A"**.

B. The City hereby adopts the Procedures for correction of any and all deficiencies noted in the ACFR as set forth in the response letter submitted by the City Manager attached hereto as **Exhibit "B"** and the time parameters set forth in **Exhibit "C"** attached hereto.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order

to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the ACFR for the fiscal year ending September 30, 2022, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of September, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sutphen, City Attorney

Exhibit “A”
ACFR
Annual Comprehensive Financial Report/Audit

Exhibit “C”
City of Mount Dora
Time Lines for Corrective Action

2021-002 – Audit Adjustment

Corrective Action Time Line – Finance staff has implemented many reconciliations in fiscal year 2022-2023 to facilitate the year-end closing process; however, procedures for additional reconciliations and additional training of new staff will continue and are expected to be completed by the end of fiscal year 2023-24.

2022-001 – SEFA Preparation

Corrective Action Time Line – Finance staff expects completion of the corrective action by the end of fiscal year 2022-23.

The City of Mount Dora, FL



Annual Comprehensive Financial Report



September 30, 2022



Preserve the quality and unique character of Mount Dora while providing outstanding municipal services to our citizens.

Fiscal Year Ending

**CITY OF MOUNT DORA, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
YEAR ENDED SEPTEMBER 30, 2022**

PREPARED BY

Rita Meade, Finance Director
With the Assistance of the Finance Department

AUDITORS

MSL, P.A.

INTRODUCTION SECTION

**CITY OF MOUNT DORA, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

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**CITY OF MOUNT DORA, FLORIDA
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FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

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**MAYOR/CITY COUNCIL MAYOR
AS OF THE ISSUANCE DATE**

Crissy Stile

COUNCIL MEMBERS AS OF THE FISCAL YEAR-END

Crissy Stile, Mayor

Marc Crail, Vice-Mayor

John Cataldo

Cal Rolfson

Austin Guenther

Nate Walker

Doug Bryant

PRINCIPAL OFFICIALS AS OF ISSUANCE DATE

CITY MANAGER

Patrick Comiskey

FINANCE DIRECTOR

Rita Meade



**CITY OF
MOUNT**

OFFICE OF THE CITY ANAGER

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

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

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

**Human Resources -
52-735-7106 -
Fax: 352-735-9457 -**

**Planning and Development -
52-735-7112 -
Fax: - 52-735-7191 -**

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

**Parks and Recreation -
352-735-7183 -
Fax: -52-735-3681 -**

**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
50 N. Highland St.
Mount Dora, FL 32757
52-735-7151
Alt. Tel: - 2-735-7105 -
Fax: 352-735-1539
Alt. Fax: -5 2-735-2892 -**

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

**Website:
www.cityofmountdora.com -**

June 30, 2023

To the Honorable Mayor, Members of City Council, and Citizens

State law requires that all general-purpose local governments publish within nine months of the close of each fiscal year a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed, certified public accountants. We hereby issue the Annual Comprehensive Financial Report of the City of Mount Dora for the fiscal year ended September 30 202 .

This report consists of management's representations concerning the finances of the City of Mount Dora. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, the management of the City of Mount Dora has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Mount Dora's financial statements in conformity with GAAP. The cost of internal controls should not outweigh their benefits. Thus, the City of Mount Dora designed a comprehensive framework of internal controls to provide reasonable rather than an absolute assurance that the financial statements will be free from material misstatement. As management, we assert that this financial report is complete and reliable in all material respects to the best of our knowledge and belief.

MSL, P.A. licensed, certified public accountants, has audited the City of Mount Dora's financial statements. The independent audit's goal was to provide reasonable assurance that the City of Mount Dora's financial statements for the fiscal year ended September 30, 202 , are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation.

V -

Based on the audit, the independent auditors concluded that there was a reasonable basis for rendering an unmodified opinion that the City of Mount Dora's financial statements for the fiscal year ended September 30, 2022, are fairly presented in conformity with GAAP. We present the independent auditor's report as the first component of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis to accompany the basic financial statements. This letter of transmittal is designed to complement MD&A and should be read in conjunction with it.

Profile of the City and Government

In 1880, the City was established, and first named Royellou after the children of one of the City's pioneers. On March 25, 1910, it was incorporated as a town and changed its name to correspond to the adjoining lake and the fact that the City sits on a plateau 184 feet above sea level. The town was incorporated as a city on April 23, 1953. The City is located in Central Florida, approximately 25 miles northwest of Orlando. The City consists of over 11 square miles and has the flavor of a small town with hilly terrain, several lakes, a large canopy of oak trees and many historic buildings. Along with our nationally acclaimed art and crafts festivals, Mount Dora is a vibrant community with much to offer residents and visitors to which we live up to our reputation as "Someplace Special".

The City of Mount Dora operates under the council-manager form of government with a City Council consisting of the Mayor and six other members. The Mayor and Council members are non-partisan and elected to serve four-year staggered terms. The Council is the governing board and has legislative responsibilities, including setting policy, adopting ordinances and resolutions, adopting an annual millage rate and budget, appointing committees, and appointing both the City Manager and City Attorney. The City Manager is responsible for carrying out the governing body's policies and ordinances, overseeing the City's day-to-day operations, and appointing the heads of various departments.

The City of Mount Dora is empowered by the State to levy a property tax on both real and non-residential personal property within its boundaries. It is also empowered by State Statute to extend its corporate limits by annexation, which it has done from time to time.

The City provides a full range of services, including police and fire protection, maintenance of roads and sidewalks, construction and maintenance of infrastructure, recreational, library and other cultural activities. Certain utility services are provided through legally-separate enterprise funds, including electric, water and wastewater, sanitation, and stormwater. These funds are included in

the financial statements. The Community Redevelopment Agency (CRA) and the Northeast Community Redevelopment Agency (NECRA) are considered component units and are included in the City's financial statements as Non-Major Funds.

Local Economic Conditions

Mount Dora is at the eastern border of the growth spreading from the Orlando-Metro (Orange County) area. Due to the proximity of the City to the new expressway connecting Lake County to the Orlando-Metro area, the City is expected to grow. In addition to residential growth in Mount Dora, commercial growth along U.S. 441 will include major chain retailers and restaurants that depend on larger populations for their success. The supply of residential housing has increased as well as home prices. Specific economic conditions affecting the City's financial position are discussed in greater detail in the MD&A in this report.

City of Mount Dora currently enjoys a favorable economic environment, and regional indicators point to continued stability. Recovering property values led to a taxable value increase of 6.55% for the year ended September 30, 2022. The City's business district is expected to maintain its current occupancy rate with various stores, specialty shops, and commercial businesses. Residential growth is stable. The City expects the development and construction of commercial retail space to be steady during the foreseeable future, fueled by permitting activity and local and regional population growth.

Relevant Financial Policies

During the fiscal year, the City Council adopted a Five-Year Capital Improvement Program outlining the capital improvements for all funds. The City has adopted a fund balance and working capital policy of maintaining an unassigned fund balance of between 17% and 25% of operating expenditures (less transfers) in the General Fund. When working capital drops below 17%, the City is required to develop a plan to restore working capital to at least 17% within five years. Proprietary Funds will maintain working capital of between 17% and 25% of operating expenses (less transfers).

The City's investment policy's foremost objective is ensuring the safety of the portfolio's principal. The portfolio is managed to maintain liquidity for reasonably anticipated cash flow requirements and attain a market rate of return throughout budgetary and economic cycles. Other than pension funds held by the government, most investments during the fiscal year ended September 30, 2022, are classified low risk as defined by the Governmental Accounting Standards Board.

Risk Management: The Risk Management Program includes coverage for exposure regarding Workers' Compensation, Property Damage, General Liability, Pollution, Errors and Omission, Crime, Boiler and Machinery, Accidental Death and Dismemberment, and Health Maintenance Options. Based on conservative projections, adequate reserves are in place to meet loss expectations.

Pension Trust Fund Operations: Contracted investment firms overseen by the respective pension boards manage the Municipal Firefighter's, Police Officer's, and General Employee's Pension Trust Funds. An annual actuarial evaluation determines the pension plans' required funding levels. The City funds these plans based on future benefit obligations. Please see Notes to these financial statements for more information.

In order to ensure adequate funding within all of our utilities operations, the City has authorized the execution of various Resolutions for future rate reviews.

Internal Control System

Management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the government are protected from loss, theft, or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles.

Budget Controls

Budgetary control is a management function and is accomplished through the integration of budgetary and financial accounting. Budgeting is considered to be both a planning and control tool. As a planning tool, the budget is an estimate of proposed expenditures and the proposed means of financing those expenditures for the fiscal year. Budgetary control is accomplished through monthly and annual comparison of actual and estimated expenditures. Other controls to ensure budgetary compliance include purchasing authorization controls, automatic controls imposed by the accounting system, electronic and signature authorizations and other policies and procedures designed to monitor and restrict outlays to only those approved by the budget.

Budgetary controls are set at the fund level allowing budget amendments within each fund to be made by the City Manager. The City Manager may initiate purchases up to \$50,000 if approved at the line item level in the adopted or amended budget. Any changes in the amounts designated as Reserves, Contingencies or in total revenues in a fund require a Budget Amendment passed by the City Council.

Awards: In addition to the detailed audit performed by an independent auditor, annually the City submits the completed AFR to the Government Finance Officers Association of the United States and Canada (GFOA) as part of their awards program.

A Certificate of Achievement is valid for one year only. We believe that our current AFR continues to meet the Certificate of Achievement program's requirements, and we will be submitting it to the GFOA to determine its eligibility for another certificate.

Acknowledgements

The 2021-22 financial report that follows details the financial results of activities and reports an overall improvement in our financial position since the prior year. Continued planning, efficient and cost-effective operations and responsible financial management has positioned the City to meet the challenge of providing appropriate and quality services at the lowest possible cost to current and future citizens.

The preparation of this report could not be accomplished without the dedicated service of the entire staff of the Finance Department. Each member of the department has our sincere appreciation for the contributions made in the preparation of this report.

In closing, appreciation is extended to the Mayor and City Council members for their continued commitment to the highest ethical standards in financial reporting and disclosure, and for their support and encouragement for management and staff.

Sincerely,



Patrick Comiskey
City Manager

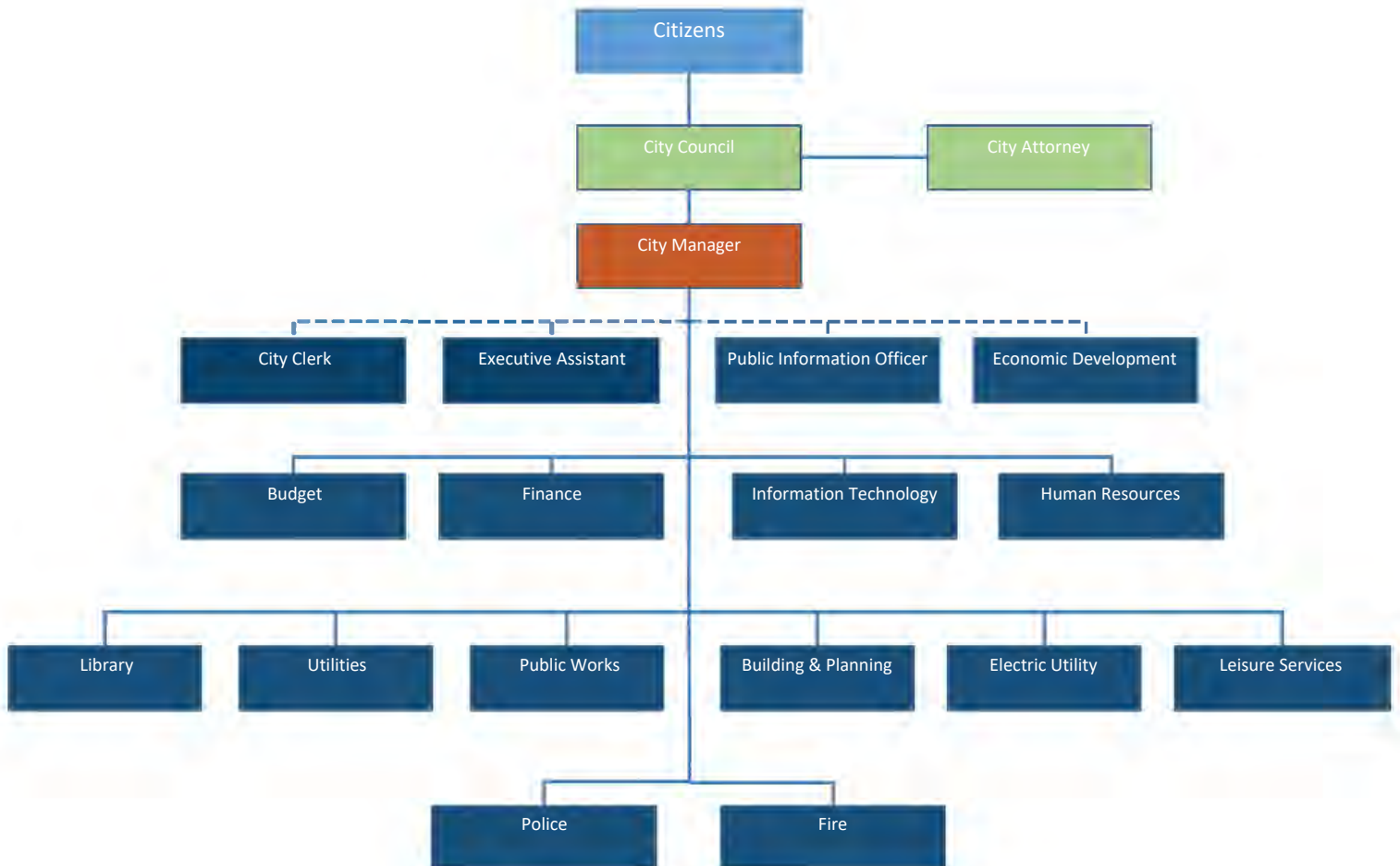


Rita Meade
Interim Finance Director



Organizational Chart

FY 2021-2022



Executive Summary | Page xii

FINANCIAL SECTION

This Sections contains the following subsections:

**Independent Auditor's Report
Management's Discussion and Analysis
Basic Financial Statements
Notes to Financial Statements
Required Supplementary Information
Other Supplemental Information
Internal Service Funds Combining Statements**



INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and
Members of the City Council
City of Mount Dora, Florida

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Mount Dora, Florida (the "City") as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, as listed in the table of contents.

In our opinion, based on our audit, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis-of-Matter

As discussed in Note 4 and Note 14 and Note 17 to the financial statements, in the year ended September 30, 2022, the City adopted the provisions of Government Accounting Standards Board Statement ("GASBS") Number 87, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

INDEPENDENT AUDITOR'S REPORT (Continued)

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

INDEPENDENT AUDITOR'S REPORT
(Concluded)

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements as a whole. The Other Supplemental Information, as listed in the table of contents, is presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Other Supplemental Information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and the statistical sections, as listed in the table of contents, but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Certified Public Accountants
MSL, PA

Orlando, Florida
June 30, 2023

City of Mount Dora, Florida Management's Discussion and Analysis

The readers of the City of Mount Dora's (the City) financial statements are provided with this narrative overview and analysis of the financial activities by management. We encourage readers to consider the information presented here in conjunction with additional information in this report.

Overview of Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements prepared in compliance with the pronouncements of the Governmental Accounting Standards Board. The City's basic financial statements are comprised of three separate components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains required and other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements - The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. The Statement of Net Position presents information on all of the City's assets, liabilities and deferred inflows/outflows, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the most recently completed fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) and from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include General Government, Police, Fire, Transportation, Planning, Community Redevelopment, Library, Recreation, Facilities and Parks Maintenance, and Cemetery Operations. The business-type activities of the City include electric, water and wastewater, sanitation, and stormwater. The government-wide financial statements can be found on pages 16 through 18 of this report.

Fund Financial Statements - A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary or business-type funds, and fiduciary funds.

Governmental Funds - Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains eleven individual governmental funds. Information is presented separately in the governmental fund Balance Sheet as well as in the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances. The changes in fund balances are for the General Fund, Capital Projects Fund, and the Fire Assessment Fee Fund, which are shown as major funds (statements on pages 19 through 22). Data from the other eight governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report. The City adopts an annual appropriated budget for its General,

City of Mount Dora, Florida Management's Discussion and Analysis

Special Revenue, Debt Service and Capital Projects Funds. Budgetary comparison schedules have been provided for the General Fund and any major Special Revenue Fund to demonstrate compliance with the budget and are presented as required supplemental information. Debt Service, Capital Projects and non-major special revenue budgetary comparison schedules demonstrate compliance with the budget and are presented as other supplemental information.

Proprietary Funds - The City maintains two types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its electric, water and wastewater, sanitation, and stormwater operations. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its fleet maintenance and warehouse, vehicle replacement and self-insurance (health) programs.

Because services accounted for in the internal service funds are charged back to the appropriate fund based on services provided, its activities are already included in the financial statements of the governmental and business-type funds as presented. Individual fund data for the internal service fund is provided in the proprietary fund financial statements.

Proprietary fund financial statements provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Electric, Water and Wastewater, Sanitation, and Stormwater Funds. The four funds are considered major funds by the City. The proprietary fund financial statements can be found on pages 23 through 32 of this report.

Fiduciary Funds - Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reflected in the government-wide financial statements because the resources of these funds are not available to support City programs. The accounting practices used for fiduciary funds are much like that used for proprietary funds. The fiduciary fund financial statements can be found on pages 33 and 34 of this report.

Notes to the Financial Statements - The notes provide additional information that is essential in order to obtain a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 36 through 79 of this report.

Other Information - In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning budgetary comparisons and the City's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information can be found on pages 81 through 92 of this report.

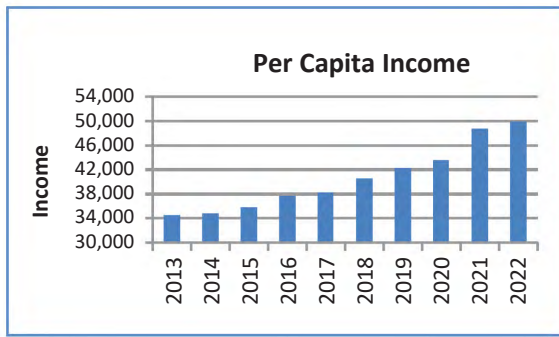
The combined statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 94 through 108 of this report.

Economic Factors Affecting Financial Operations

In reviewing the City's financial position and results of operations, it is important to consider the economic environment present during the reporting period as well. This information is important in understanding the context of the financial decisions that have been made.

The City is located in Lake County bordering U.S. 441, approximately 25 miles northwest of Orlando, Florida. Incorporated as a city in 1910, the City now encompasses 11.4 square miles of land and waterways and continues to grow in size due to annexation. The City's population has increased from 12,693 in 2013 to 17,129 in 2022 (an average increase of over three percent annually over that 10 year period), with a seasonal population increase in the winter months. The estimated April 1, 2022 population of 17,129 places the City as the fifth largest of Lake County's fourteen incorporated municipalities. Due to seasonal and daily visitors, the demand on City services is higher than what a more rural city of the same size would experience. There are a number of development projects which have been approved (or which are in the process of being approved). Once construction commences, we would anticipate that both the size of the City as well as population will grow at a rate faster than currently being experienced. Large-scale population growth, with its increased demand on City services, as well as job growth is eventually expected. Lake County's September 30, 2022 unemployment rate was 2.8%, which decreased significantly from previous year and is higher than the state rate of 2.7%.

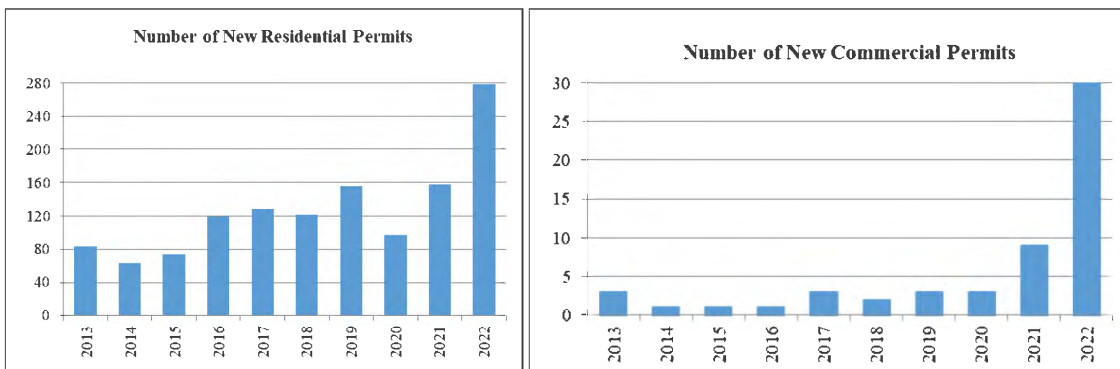
City of Mount Dora, Florida Management's Discussion and Analysis



Per capita personal income in Lake County for 2022 was \$49,831, compared to \$34,442 in 2013, and is 7% higher than last year's \$46,563. Future increases in income in Lake County will rely on the ability of its residents to take advantage of business and employment opportunities related to the Metro-Orlando area. With the completion of construction of an expressway between the I-4 corridor in Northern Orange County, through the Wekiva area to the City's doorstep at SR 46 as well as improvements to U.S. 441, commuting from the City will become a more attractive alternative.

Over the past ten years, permit issuance for new residential development fell to a low of 63 permits with an estimated construction cost of \$15,156,862 in fiscal year 2014, and rose to 278 permits with an estimated construction cost of \$48,965,474 in fiscal year 2022, which represents an average increase of 23% in the number of permits issued over this ten year period (see chart below). The value of residential permits issued has increased by an average amount of 16% over the ten years beginning in 2013. Planned developments within the City's service area could increase the population by as much as 50% or more within the next twenty years.

Commercial permits issued for 2022 increased to 30, for a total value of \$20,157,873. As the graph below illustrates, the number of permits for commercial development has been increasing since 2013. Commercial construction permit has varied greatly over the past ten years, ranging from a low of 1 permit issued (3 times) to a high of 30 permits issued (in 2022). Similarly, the estimated construction value of commercial projects has varied widely, from a low of \$120,601 in 2016 to a high of \$45,439,066 in 2021.



The previous slowdown in growth has allowed the City time to catch-up on infrastructure projects, but has not provided all of the additional needed capital. Current funds dedicated to capital projects have not been sufficient to continue infrastructure improvements and upgrades without having to borrow. In 2013 and 2014, the City borrowed funds for the Community Redevelopment Agency (CRA) and Water & Wastewater Funds to help alleviate the shortage. Much of the future demand for new non-utility services will impact the General Fund and Discretionary Sales Tax Fund. Future major capital projects in the enterprise funds will be in the Water & Wastewater Fund and the Stormwater Fund.

The City's property tax rate of 5.9603 mills levied in fiscal year 2021-22 remained the same as the previous year. While the local economy has stabilized, future growth will be dependent on the local housing market and the state's economy.

Condensed Financial Information – Government-Wide

Reviewing the changes in assets, liabilities, and net position during the fiscal period allows the reader to assess the City's current financial position and the results of operations for the last year. The following condensed information includes some of the basic data used to measure the City's progress over the past two years.

City of Mount Dora, Florida
Management's Discussion and Analysis

Condensed Statement of Net Position

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Assets						
Current and Other	\$ 66,792,245	\$ 59,681,782	\$ 32,470,315	\$ 26,962,318	\$ 99,262,560	\$ 86,644,100
Capital	47,705,328	44,534,791	66,025,444	67,287,790	113,730,772	111,822,581
Total Assets	114,497,573	104,216,573	98,495,759	94,250,108	212,993,332	198,466,681
Deferred Outflows	2,952,351	4,257,746	456,621	500,572	3,408,972	4,758,318
Liabilities						
Current and Other	9,882,313	5,255,852	3,471,262	3,706,657	13,353,575	8,962,509
Long-Term Outstanding:						
Due within One Year	2,688,679	2,797,999	1,789,664	1,691,085	4,478,343	4,489,084
Due in More than One Year	44,689,480	48,500,872	19,909,623	20,553,535	64,599,103	69,054,407
Total Liabilities	57,260,472	56,554,723	25,170,549	25,951,277	82,431,021	82,506,000
Deferred Inflows	7,799,175	5,917,340	1,485,207	1,488,522	9,284,382	7,405,862
Net Position						
Net Investment in						
Capital Assets	39,136,604	39,559,388	48,025,267	48,923,097	87,161,871	88,482,485
Restricted	15,842,236	15,087,023	9,983,281	7,762,319	25,825,517	22,849,342
Unrestricted	(2,588,563)	(8,644,155)	14,288,076	10,625,465	11,699,513	1,981,310
Total Net Position	\$ 52,390,277	\$ 46,002,256	\$ 72,296,624	\$ 67,310,881	\$ 124,686,901	\$ 113,313,137

The fiscal year 2021 balances have not been restated for the effects of GASB 87.

Assets - For the eleventh year in a row, the Government-Wide Assets increased from the prior year to a total balance at year-end of \$212,993,332. This year's Total Asset increase was \$14,526,651. The largest increase in Total Assets was in the Cash and Investments component of Current and Other Assets which experienced an overall increase of \$10,836,100, and represents an increase of \$4,677,891 in the governmental activities and an increase of \$6,158,209 in the business activities. One of the major components of the increase in Cash and Investments was due to the City receiving an additional \$3,635,196 funds from the federal government related to the *American Rescue Plan Act* (ARPA) to address the economic impacts of the COVID-19 pandemic. Additionally, the Cash and Investments grew by \$2,761,307 due to an increase in Impact fees as construction projects increased. Cash and Investments also grew by \$2,579,136 for funds received from the grants and loan proceeds. Overall, Capital Assets increased by \$1,908,191 from \$111,822,581 in fiscal year 2020-21 to \$113,730,772 in fiscal year 2021-22. Of this amount, \$3,957,018 is attributable to the increase in Construction in Progress, which increased from \$7,782,271 in fiscal year 2020-21 to \$11,739,289 in fiscal year 2021-22, as construction rose; an increase of \$305,363 due to the implementation of GASB 87 net of depreciation, an increase of \$258,175 for land, an increase of \$43,651 for Media Collection net of depreciation, and a modest increase of \$12,000 for a Historical Art Collection. These increases are partially offset by a decrease in Infrastructure net of depreciation for both Governmental and Business-Type activities of \$1,429,596, and a decrease of \$1,238,154 in Buildings net of depreciation and a slight decrease of \$266 for Equipment net of depreciation in fiscal year 2021-22. These decreases are primarily as a result of depreciation.

Liabilities - Total Liabilities in the Governmental Activities rose by \$705,749 and decreased in the Business-Type Activities by \$780,728 resulting in a net decrease of \$74,979 in total Liabilities. The increase in the Governmental Activities is due to \$4,626,461 in Current and Other Liabilities offset by a decrease in the Long-Term Liabilities of \$3,920,712. The unearned revenue portion of Current and Other Liabilities rose by \$3,081,026 as a result of deferring ARPA funds. The remaining portion of the Current and Other Liabilities of \$1,545,435 increased primarily due to Accounts Payable related to construction. The decrease in the Long-Term Liabilities is primarily due to a reduction of \$3,771,783 in the Net Pension Liability, a decrease of \$1,371,102 due to debt service payments, a decrease of \$834,515 in financed purchases as the City paid off leased vehicles, offset by increases of \$1,440,149 in Compensated Absences, \$403,527 in the OPEB Liability, and \$213,012 for Leases Payable (which is not reflected in the Condensed Statement of Net Position but is included note 4).

City of Mount Dora, Florida
Management's Discussion and Analysis

Net Position - The City Entity-wide assets and deferred outflows exceeded its liabilities and deferred inflow as of September 30, 2022 by \$124,686,901. Total Net Position rose by \$11,373,764 from last year largely as a result of (a) an increase of \$12,618,460 in Current and Other assets; (b) an overall increase of \$1,908,191 in capital assets net of depreciation which consists of \$1,522,885 variance between fiscal year 2020-21 and 2021-22 and \$385,306 for the effect of GASB 87 (and more specifically construction in progress); (c) a decrease of \$1,349,346 in deferred outflows due to a decrease in the Pension Related Deferred Outflows; (d) a slight decrease of \$74,979 in total liabilities (e) and an increase of \$1,878,520 in deferred inflows as a result of an increase in Pension Related Deferred Inflows and an increase in Leases Deferred Inflows, offset by a decrease in OPEB Related Deferred Inflows.

Capital Assets

	Governmental Activities		Business-Type Activities		Total	
	2022	2021 *	2022	2021 *	2022	2021
Land	\$ 8,033,653	\$ 8,032,053	\$ 7,713,847	\$ 7,457,272	\$ 15,747,500	\$ 15,489,325
Buildings	21,030,491	20,957,422	19,381,572	19,381,572	40,412,063	40,338,994
Historical Art Collection	12,000	-	-	-	12,000	-
Infrastructure	39,875,840	38,687,405	87,727,964	86,056,478	127,603,804	124,743,883
Machinery, Equipment and Materials	15,478,008	15,584,972	5,282,671	4,631,941	20,760,679	20,216,913
Right to Use Leased Buildings	205,061	205,061	180,245	180,245	385,306	385,306
Right to Use Equipment	88,219	-	7,154	-	95,373	-
Construction in Progress	7,229,577	3,049,182	4,509,712	4,733,089	11,739,289	7,782,271
Less: Accumulated Depreciation	(44,247,521)	(41,776,243)	(58,777,721)	(54,972,562)	(103,025,242)	(96,748,805)
Net Capital Assets	<u>\$ 47,705,328</u>	<u>\$ 44,739,852</u>	<u>\$ 66,025,444</u>	<u>\$ 67,468,035</u>	<u>\$ 113,730,772</u>	<u>\$ 112,207,887</u>

* Fiscal year 2021 balances have been restated for the effects of GASB 87.

Net Capital Assets increased by \$1,522,885 in fiscal year 2021-22 versus \$5,016,292 in fiscal year 2020-21. The net change in capital assets in the Government Activities was an increase of \$2,965,476, while the Business-Type Funds experienced a decrease of \$1,442,591. This change was primarily due to an increase in Construction in Progress in the Government Activities and a decrease in Infrastructure net of depreciation for the Business-Type Funds. The largest increase of the Construction in Progress was for the construction of Fire Station 35. The decrease in the infrastructure net of depreciation is as a result of an increase in the depreciation. More information concerning Net Capital Assets is included in Note 3 – Capital Assets on pages 51-53.

Long-Term Debt Activity

	Governmental Activities		Business-Type Activities		Total	
	2022	2021 *	2022	2021 *	2022	2021
Bonds and Notes	\$ 34,114,319	\$ 35,485,421	\$ 17,954,831	\$ 18,439,293	\$ 52,069,150	\$ 53,924,714
Financed Purchases	360,500	1,195,015	-	-	360,500	1,195,015
Leases	213,012	205,061	99,018	180,245	312,030	385,306
Compensated Absences	2,895,413	1,455,264	705,707	361,854	3,601,120	1,817,118
Net Pension Liability	188,487	3,960,270	8,154	610,435	196,641	4,570,705
Net OPEB Liability	9,606,428	9,202,901	2,931,577	2,833,038	12,538,005	12,035,939
Total Debt	<u>\$ 47,378,159</u>	<u>\$ 51,503,932</u>	<u>\$ 21,699,287</u>	<u>\$ 22,424,865</u>	<u>\$ 69,077,446</u>	<u>\$ 73,928,797</u>

* Fiscal year 2021 balances have been restated for the effects of GASB 87.

Net long-term debt associated with Governmental Activities decreased by \$4,125,773 or 8% from \$51,503,932 as of September 30, 2021, as restated due to GASB 87, to \$47,378,159 as of September 30, 2022. The Business-Type Activities also experienced a decrease in net long-term debt of \$725,578. Bonds and Notes decreased by \$1,855,564 (a decrease of \$1,371,102 in Governmental Activities and a decrease of \$484,462 in Business-Type Activities) due to debt payments. However, Financed Purchases decreased by \$834,515 as the City paid off the leased vehicles. Compensated Absences increase by a total of \$1,784,002 (an increase of \$1,440,149 in Governmental Activities and an increase of \$343,853 in Business-Type Activities). Net Pension Liabilities experienced a substantial decrease of \$4,374,064 (a decrease of \$3,771,783 in Governmental Activities and a decrease of \$602,281 in Business-Type Activities). Net OPEB Liability increased by a total of \$502,066 (an increase of \$403,527 in Governmental Activities and an increase of \$98,539 in Business-Type Activities). More information concerning Long-Term Liabilities is included in Note 4 – Long-Term Liabilities on page 53-62.

City of Mount Dora, Florida
Management's Discussion and Analysis

Condensed Change in Net Position

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenues						
<i>Program Revenues</i>						
Charges for Services	\$ 7,136,708	\$ 5,860,597	\$ 31,232,643	\$ 25,796,061	\$ 38,369,351	\$ 31,656,658
Operating Grants and Contrib.	336,437	976,109	-	-	336,437	976,109
Capital Grants and Contrib.	3,007,657	640,330	3,675,877	4,078,988	6,683,534	4,719,318
<i>General Revenues</i>						
Property Taxes	7,983,744	7,500,167	-	-	7,983,744	7,500,167
Public Service Taxes	2,418,019	2,179,048	-	-	2,418,019	2,179,048
Discretionary Sales Surtax	1,874,300	1,573,560	-	-	1,874,300	1,573,560
Local Option Fuel Taxes	359,070	246,882	-	-	359,070	246,882
Local Business Tax	28,483	25,038	-	-	28,483	25,038
Franchise Fees	1,028,524	953,035	-	-	1,028,524	953,035
State Shared Revenues	3,171,654	3,326,200	-	-	3,171,654	3,326,200
Investment Earnings (Losses)	167,716	97,255	(21,627)	88,186	146,089	185,441
Miscellaneous	151,563	850,794	338,490	287,350	490,053	1,138,144
Total Revenues	27,663,875	24,229,015	35,225,383	30,250,585	62,889,258	54,479,600
Expenses						
General Government	\$ 4,781,648	\$ 3,158,901	\$ -	\$ -	\$ 4,781,648	\$ 3,158,901
Public Safety	12,319,094	11,374,990	-	-	12,319,094	11,374,990
Physical Environment	-	-	26,011,794	23,261,866	26,011,794	23,261,866
Transportation	1,463,688	1,538,899	-	-	1,463,688	1,538,899
Culture and Recreation	5,557,603	4,124,004	-	-	5,557,603	4,124,004
Interest on Long-Term Debt	1,381,667	1,354,335	-	-	1,381,667	1,354,335
Total Expenses	25,503,700	21,551,129	26,011,794	23,261,866	51,515,494	44,812,995
Excess (Deficit) Before Transfers	2,160,175	2,677,886	9,213,589	6,988,719	11,373,764	9,666,605
Net Transfers	4,227,846	3,953,355	(4,227,846)	(3,953,355)	-	-
Increase in Net Position	6,388,021	6,631,241	4,985,743	3,035,364	11,373,764	9,666,605
Net Position, Beginning of Year	46,002,256	39,371,015	67,310,881	64,275,517	113,313,137	103,646,532
Net Position, End of Year	\$ 52,390,277	\$ 46,002,256	\$ 72,296,624	\$ 67,310,881	\$ 124,686,901	\$ 113,313,137

The fiscal year 2021 balances have not been restated for the effects of GASB 87.

Revenues

Overall revenues increased by \$8,409,658 from \$54,479,600 in fiscal year 2020-21 to \$62,889,258 in fiscal year 2021-22. The increase in overall revenues was comprised of \$3,434,860 for Government Activities revenues and \$4,974,798 for the Business-Type Activities. Among the more significant increases in revenues from fiscal year 2010-21 to fiscal year 2021-22 included an increase of \$6,712,693 in Charges for Services, an increase of \$1,964,216 in Capital Grants and Contributions, and an increase of \$483,577 in property tax revenues. The increase in Charges and Services was comprised of \$1,276,111 from Government Activities while the Business-Type activities grew by \$5,436,582. A large portion of the increase in the Business-Type Activities, was due to a growth in the power cost charges to cover the rise in wholesale power costs as a result of elevated natural gas prices. Additionally, other utility rates increased to cover rising costs. The increase in Capital Grants and Contributions was due largely to impact fees. As the economy continued to recover from the effects of COVID-19, construction projects grew resulting in the increase in impact fees. Property tax revenues increased by \$483,577 or 6.4% from \$7,500,167 in fiscal year 2020-21 to \$7,983,744 in fiscal year 2021-22. Since the millage rate remained at 5.9603 mills, it would appear that the increase in the property tax revenue is attributable to increases in taxable values.

City of Mount Dora, Florida Management's Discussion and Analysis

Expenses

During fiscal year 2021-22, total entity-wide expenses increased by \$6,702,499 from \$44,812,995 in fiscal year 2020-21 to \$51,515,494 in fiscal year 2021-22. This is a significant increase compared to an overall increase in expenses of \$1,236,173 last year. In the governmental activities, general government expenses increased by \$1,622,747 from \$3,158,901 in fiscal year 2020-21 to \$4,781,648 in fiscal year 2021-22. Public Safety expenses increased by \$944,104 from \$11,374,990 in fiscal year 2020-21 to \$12,319,094 in fiscal year 2021-22. Public Safety expenses consist almost exclusively of Police and Fire Department costs as well as Building Inspections. Transportation expenses decreased by \$75,211 from \$1,538,899 in fiscal year 2020-21 to \$1,463,688 in fiscal year 2021-22. Culture and Recreation expenses include library, parks, recreation, pool, and community building operations among others. These expenses increased by \$1,433,599 from \$4,124,004 in fiscal year 2020-21 to \$5,557,603 in fiscal year 2021-22. The primary increase is due to the increase in salaries, operating supplies and utility costs. Interest on Long-Term Debt expenses increased in the governmental activities by a total of \$27,332 from \$1,354,335 in fiscal year 2020-21 to \$1,381,667 in fiscal year 2021-22. Finally, total Physical Environment expenses in the business-type activities (which includes the electric, water/wastewater, sanitation, and stormwater enterprise funds) increased by \$2,749,928 from \$23,261,866 in fiscal year 2020-2021 to \$26,011,794 in fiscal year 2021-22. The increase is a result of increased power cost, fuel, operating costs, salaries, and overall rising costs.

Economic Factors and Next Year's Budgets and Rates

The following economic factors currently affect the City and were considered in developing the 2022-23 fiscal year budget.

- During fiscal year 2022, the City issued building permits for the construction of 278 new single family homes. The City expects continued local economic conditions to improve in the near-term off its COVID-19 induced economic low during fiscal years 2019 - 2021. The City has 9 large commercial projects in the works as additional new commercial development continues.
- As of September 2022, the unemployment rate in the United States was 3.7%. For the State of Florida, unemployment was 2.6%, a decrease from 4.6% a year earlier. For Lake County, the unemployment rate was 2.8% as reported by the Florida Department of Economic Opportunity.
- The City entered into a new purchase power agreement with Orlando Utilities Commission "OUC" which became effective in 2021. This agreement will significantly lower costs from the agreement we previously had with Duke Energy and will help with the electric rates for years to come. Additionally, the City negotiated a purchase power agreement of a solar power farm within the City on City property that will go into effect in fiscal year 2023. By 2023, with the combined solar agreements, 25% of our generating capacity will be made up of renewable energy.
- The City issued \$21.74 million in Fire Protection Assessment Revenue Bonds the City acquired land for the construction of a new fire station along with apparatus. These bonds were issued on December 12, 2018.
- The City issued \$12.16 million in Capital Improvement Revenue Bonds the City has acquired land for the construction of a municipal public works complex. These bonds were issued on November 30, 2018.

All of these factors were considered in preparing the City's budget for the fiscal year ending September 30, 2022.

Analysis of Financial Position and Results of Operations - Individual Funds

Governmental Activities

General Fund

General Fund revenues increased by \$870,024 or 4.24% from \$20,496,008 in fiscal year 2020-21 to \$21,366,032 in fiscal year 2021-22. The largest increase was in Charges for Services from \$1,015,505 in fiscal year 2020-21 to \$1,652,595 in fiscal year 2021-22, an increase of \$637,090 or 62.74%. This is due in part to increased revenues in Culture/Recreation from \$64,856 in fiscal year 2020-21 to \$1,054,159 in fiscal year 2021-22, an increase of \$989,303 or 1,525.8%; as well as, a \$94,945 (45.56%) and \$104,834 (55.10%) increase in revenues for General Government and Public Safety, respectively. There was also a decrease in revenues in Other from \$551,992 in fiscal year 2020-21 to zero in fiscal year 2021-22.

City of Mount Dora, Florida Management's Discussion and Analysis

Permits and Fees had the smallest increase in revenues from \$1,334,558 in fiscal year 2020-21 to \$1,354,367 in fiscal year 2021-22, an increase of \$19,809 or 1.48%. This is in contrast with the previous fiscal year which had the largest increase at 63.3%. Tax revenues rose by \$732,985 or 7.37% from \$9,951,135 in fiscal year 2020-21 to \$10,684,120 primarily as a result in property values. Additionally, revenues in Total Intergovernmental Revenue increased by \$413,386 or 14.75% from \$2,802,049 in fiscal year 2020-21 to \$3,215,435 in fiscal year 2021-22; this is in contrast with the previous fiscal year which had a 13.03% decrease. The increase is contributed to a 16.39% and 45.54% increase in State Revenue Sharing and Local Shared Revenues, respectively. Revenue from State Grants remained at zero in fiscal year 2021-22, similar to fiscal year 2020-21. However, revenue from Federal Grants decreased by \$141,579 or 33.50% from \$422,683 in fiscal year 2020-21 to \$281,104 fiscal year 2021-22. These increases in revenue are offset by a decrease in Fines and Forfeitures and Miscellaneous Revenue. Fine and Forfeitures decreased by \$37,250 or 37.02% from \$100,622 in fiscal year 2020-21 to \$63,372 in fiscal year 2021-22. Miscellaneous Revenue decrease by \$48,681 or 12.24% from \$397,773 in fiscal year 2020-21 to \$349,092 in fiscal year 2021-22. Decrease in Miscellaneous revenue is contributed to a 39.12% decrease in Miscellaneous, 236.89% decrease in Investments Earnings (Losses), a 42.60% decrease in Rent & Royalties, and a 47.11% decrease in Contributions. These decrease are offset by a 730.26% increase in Sale of Surplus Property and 18.07% increase in Other Revenues. General Fund expenditures decreased by \$246,505 or 1.15% from the prior year, which had a 17.36% increase. The largest decrease was in General Government expenditures, which decreased by \$1,075,281 or 13.46%. Other decreases include a 2.52% decrease in Transportation and a 0.99% decrease in Public safety expenditures. These decreases were offset by an increase in Culture and Recreation expenditures, which had an increase of \$711,176 or 22.02%. A portion of this difference is attributable to a change in the reporting for capital outlay. Capital outlay is now included with general government rather than a separate line on the fund statements. Additionally, there was an increase of \$341,503 in Debt Service in the fiscal year 2021-22, which was not present in fiscal year 2020-21.

Special Revenue Funds

Community Redevelopment Agency Fund

The CRA Fund was established by City Ordinance, in agreement with Lake County and pursuant to the provisions of Section 163.356, Florida Statutes, and has been extended until 2042. Revenues are comprised of the incremental ad valorem taxes collected on property by the City and other government units in the downtown redevelopment district. In 2022, property taxes collected increased by \$69,845 or 5.32% versus an increase of \$91,282 or 7.46% in fiscal year 2020-21. Operating expenditures, excluding debt service and capital expenditures increased by \$25,962 or 3.78% from \$661,247 in fiscal year 2020-21 to \$687,209 in fiscal year 2021-22. Some of the components in this increase are due to the Downtown Streetscape project, the improvement of downtown parking facilities, and increases in operating expenditures due to the rise in costs. In 2013, the CRA issued \$2,500,000 in notes to fund a portion of the long anticipated Downtown Streetscape project. The outstanding principal amount remaining on this issue as of September 30, 2021 was \$1,098,000. In fiscal year 2017-18 the City obtained a loan for up to a maximum of \$4,000,000 from Center State Bank, now known as South State Bank, for the purchase and improvement of downtown parking facilities. The City drew down \$865,000 in fiscal year 2017-18 and \$650,000 in fiscal year 2019-20 for a total of \$1,515,000. No additional funds were drawn during fiscal year 2021-22. As of September 30, 2022, the principal amount remaining on this obligation is \$1,175,000.

Northeast Redevelopment Agency Fund

The Northeast Redevelopment Agency Fund was created to account for funds received for redevelopment of the northeast section of the City. Ad valorem taxes and Intergovernmental Revenues (Incremental Ad Valorem Taxes) were up by \$150,871 or 25.35% in fiscal year 2021-22 compared to the prior year's increase of \$29,937. In fiscal year 2021-22, operating expenditures increased by \$2,386.

Other Special Revenue Funds

The Building Inspection Fund was created pursuant to the provisions of Section 553.80(7)(a)(b) to account for permit fees and any fines or investment earnings related to the fees which must be used solely to carry out the local government's responsibilities in enforcing the Florida Building Code. During fiscal year 2021-22 building permit revenues decreased by \$271,373 or 14% from \$1,928,642 in fiscal year 2020-21 to \$1,657,269 in fiscal year 2021-22. Total fund revenues decreased from \$2,025,195 in fiscal year 2020-21 to \$1,785,814 in fiscal year 2021-22, a decrease of \$239,381 or 12%. Total fund expenditures increased by \$494,495 or 49% from \$1,002,168 in fiscal year 2020-21 to \$1,496,663 in fiscal year 2021-22. The Building Inspection Fund Net Position declined by \$289,946 in fiscal year 2021-22 compared to an increase in Net Position of \$623,027 in fiscal year 2020-21.

City of Mount Dora, Florida Management's Discussion and Analysis

The Law Enforcement Trust Fund was created pursuant to the provisions of Section 932.7055(5) (a), Florida Statutes, to account for the net proceeds from the sale or conversion of forfeited properties. Expenditures payable from this fund are legally restricted to nonrecurring law enforcement obligations. Although legally entitled as a trust fund, this fund is more properly accounted for as a special revenue fund due to the nature of the transactions recorded therein. During fiscal year 2021-22, revenues totaled \$10,337, which represents an increase of \$2,012 or 24% from the \$8,325 received in fiscal year 2020-21. Fund expenditures were zero for fiscal year 2020-21 and \$26,735 for fiscal year 2021-22. Net Position (fund balance) in the Law Enforcement Trust Fund decreased by \$16,398 from \$37,618 on October 1, 2021 to \$21,220 on September 30, 2022.

Cemetery Fund

In fiscal year 2020-21, the Cemetery Fund was moved to a governmental type fund as of the beginning of the fiscal year. Operating revenues decreased by \$55,800 or 39.6% from \$140,950 in fiscal year 2020-21 to \$85,150 in fiscal year 2021-22. Operating expenditures experienced an increase of \$20,971 from \$27,130 in fiscal year 2020-21 to \$48,101 in fiscal year 2021-22. The General Fund did not subsidize the Cemetery Fund in fiscal year 2021-22.

Debt Service Fund

In September 2011, the City Council approved the issuance of the 2011 Public Services Tax Refunding and Revenue Bond with proceeds to fund an escrow to call the then outstanding 2001 Bonds. Revenues pledged for the repayment of the bonds consist of the telecommunication services tax and the public service tax. During fiscal year 2018-19, the City issued the \$21,740,000 Fire Protection Assessment Revenue Bonds, Series 2018. The Debt Service Fund is being used for these debt service payments. Payments for Debt Service principal and interest from this fund amounted to \$1,564,374 in fiscal year 2021-22 compared to \$1,564,909 in fiscal year 2020-21 a decrease of \$535 or .03%.

Capital Funds

Discretionary Sales Tax Capital Projects Fund

The City created the Discretionary Sales Tax Fund to account for the proceeds generated from the levy of a one cent discretionary sales surtax levied pursuant to the provisions of Section 212.055, Florida Statutes. The proceeds generated from the "local government infrastructure surtax." Fiscal year 2021-22 proceeds from the infrastructure sales surtax totaled \$1,874,300, which represents an increase of \$300,740 or 19.11% from the \$1,573,560 received in fiscal year 2020-21. Expenditures declined by \$515,187 or 51.28% from \$1,004,612 in fiscal year 2021-22 to \$489,425 in fiscal year 2021-22. Ending fund balance increased by \$576,397 or 21% from \$2,740,092 on October 1, 2021 to \$3,316,489 on September 30, 2022.

Impact Fees Capital Projects Fund

This fund collects impact fees from developers for specific activities and then expends the money on capital projects to address the additional needs created by increased population. The four impact fees that are tracked by this fund are police, fire, library and parks. The parks fee is the largest revenue collected with \$959,272 in fiscal year 2021-22 impact fee revenue, with library fees being the second largest with \$512,702 in fiscal year 2021-22 impact fee revenue. The total impact fee revenues received during fiscal year 2021-22 was \$1,835,258 which represents an increase of \$488,964 or 36.32% over the \$1,346,294 received in fiscal year 2020-21.

Fire Assessment Fee Fund

The Fire Assessment Fee Fund was created to account for the proceeds from a non-ad valorem per parcel assessment levied against all properties located within the City. When originally enacted in fiscal year 2015-16, the rate was established at \$50 per equivalent residential unit. In fiscal year 2018-19, the City Council raised the rate \$50 to \$219 per equivalent residential unit. For fiscal year 2021-22 the rate was \$209 per equivalent residential unit. Fire assessment fee revenue decreased from \$2,007,713 in fiscal year 2020-21 to \$1,912,753 in fiscal year 2021-22, a slight decrease of \$94,960 or 4.72%. When this fund was originally created in fiscal year 2015-16, the use of the proceeds was limited to the purchase of fire equipment. However, upon identifying the need to construct new fire stations (and upon issuance of the \$21,740,000 Fire Assessment Revenue Bonds on December 12, 2018), the uses were expanded to include debt service on the new bonds. For the fiscal year ending September 30, 2022, fund revenue totaled \$2,038,995 a decrease of \$401,537 or 16.45% under the \$2,440,532 received in fiscal year 2020-21. Fund expenditures also experienced a large decrease from \$2,591,435 in fiscal year 2020-21 to \$236,733 in fiscal year 2021-22, a decrease of \$2,354,702 or 90.86%. The large decrease is attributable to

City of Mount Dora, Florida Management's Discussion and Analysis

purchases of an aerial tower and pumper truck in fiscal year 2020-21.

Business-Type Activities

Electric Fund

A major portion of the electric rates are structured to recover the wholesale power costs. The City uses a rate structure that adjusts a portion of the customer's bill on a semi-annual basis in order to recover the power costs. During fiscal year 2021-22, overall electricity sales increased by \$3,768,072 or 40.28% from \$9,355,489 in fiscal year 2020-21 to \$13,123,561 in fiscal year 2021-22. The cost of purchased power similarly rose by \$3,032,754 or 62.8% from \$4,827,412 in fiscal year 2020-21 to \$7,860,166 in fiscal year 2021-22. Total expenses in the Electric Fund increased by \$2,211,455 or 23.5% from \$9,405,814 in fiscal year 2020-21 to \$11,617,269 in fiscal year 2021-22. For the fiscal year ending September 30, 2022, the Electric Fund is reporting net gain of \$1,218,181. The City entered into an agreement with the Orlando Utilities Commission (OUC) for the purchase of power. The rates negotiated with OUC should provide significant cost savings to the City, which intends to pass a portion of the savings on to its customers but also to utilize a portion of the savings to fund future capital needs.

Water & Wastewater Fund

Operating revenues in the Water and Wastewater fund grew by \$1,299,421 or 10% from \$12,760,625 in fiscal year 2020-21 to \$14,060,046 in fiscal year 2021-22. Operating expenses increased from \$9,396,681 in fiscal year 2020-21 to \$9,763,837 in fiscal year 2021-22, an increase of \$367,156 or 3.9%. The City Council during fiscal year 2017-18 engaged a rate consultant to provide a five year plan to make sure that our rates keep pace with needed operating, debt and capital improvements. The fund experienced an increase to net position as of September 30, 2022 of \$4,429,434.

Other Enterprise Funds

Sanitation Fund

Consists chiefly of collecting the fees charged by a third-party hauler. The City adds a fee to offset a maintenance worker's costs as well as billing costs. The Sanitation Fund has experienced modest losses in net position over the past several years as some internal operational costs are not being fully recovered through the revenue stream. During fiscal year 2021-22, operating revenues rose by \$215,131 or 9.02% from \$2,385,059 in fiscal year 2020-21 to \$2,600,190 in fiscal year 2021-22. This is a decrease from the previous fiscal year, which had a 13.14% increase in operating revenues. Operating expenses totaled \$2,450,887 in fiscal year 2020-21 and grew by \$249,934 or 10.20% to \$2,700,821 in fiscal year 2021-22. Net position decreased by \$100,451 to a negative \$235,390 as of September 30, 2022. The City is in the process of evaluating its sanitation rates in an effort to become more financially viable.

Stormwater Fund

For the past several years operating expenses in the Stormwater Fund have exceeded operating revenues. However, in fiscal year 2021-22, operating revenues exceeded operating expenses. Operating revenues increased by \$153,958 or 11.89% from \$1,294,888 in fiscal year 2020-21 to \$1,448,846 in fiscal year 2021-22. This increase is due to an increase in the rates in order to recoup under collected revenues from prior years. Operating expenses experienced a 13.32% decrease from \$1,583,060 in fiscal year 2020-21 to \$1,372,222 in fiscal year 2021-22. Net position in the Stormwater Fund decreased by \$561,421. When added to the beginning net position (as of October 1, 2021) of \$7,841,257, ending net position in the Stormwater Fund (as of September 30, 2022) totals \$7,279,836.

Original Budget vs. Final Budget

General Fund

Accurate revenue projection is critical to sound budgeting. The amount of resources available for appropriation is the foundation for any budget and should be the basis for decision-making in the budget process. General Fund Revenues of \$21,366,032 were below the Amended Budget by \$6,506,172. The primary cause of the revenue being below the amended budget is the timing of federal grant revenue. Due to the uncertainty of potential future cost increases as a result of our current economic state, the Administration continues to tightly control the operational budget. General Fund Expenditures of \$21,225,269 were \$854,846 less than the amended budget of \$22,080,115 and under the Original Budget of \$23,581,283 by \$2,356,014. The amount of "net" other financing sources (i.e. interfund transfers in minus interfund transfers out) exceeded the final budget in the general fund in the amount of \$5,624,978.

City of Mount Dora, Florida
Management's Discussion and Analysis

As a result of operations, the General Fund experienced a net increase in fund balance of \$1,318,913 and after adding this amount from the October 1, 2021 General Fund balance of \$7,189,936 results in fund balance as of September 30, 2022 of \$8,508,849.

Requests for Information

This financial report is designed to present users with a general overview of the City's finances and to demonstrate the City's accountability. If you have questions concerning any of the information provided in this report or need additional financial information, please contact the City's Finance Department at 510 N. Baker Street, Mount Dora, Florida 32757. Copies of prior years' report and other financial documents may be viewed on our departmental webpage cityofmoundora.com

BASIC FINANCIAL STATEMENTS

CITY OF MOUNT DORA, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2022

	Governmental Activities	Business-Type Activities	Total
Assets			
Pooled Cash and Investments	\$ 63,367,507	\$ 27,348,727	\$ 90,716,234
Receivables, Net	419,738	2,957,228	3,376,966
Due from Other Governments	944,443	263,152	1,207,595
Accrued Interest Receivable	59	10,183	10,242
Employee Advances	2,949	-	2,949
Inventories and Prepaid Items	14,032	2,050,778	2,064,810
Net Pension Asset	1,187,152	-	1,187,152
Leases Receivable	696,612	-	696,612
Internal Balances	159,753	(159,753)	-
Capital Assets:			
Capital Assets Not Being Depreciated	15,275,230	12,223,559	27,498,789
Capital Assets Being Depreciated, Net	32,430,098	53,801,885	86,231,983
Total Assets	114,497,573	98,495,759	212,993,332
Deferred Outflows of Resources			
Deferred Outflow on Interest Rate Swap	-	32,577	32,577
Pension Related Deferred Outflows	1,777,283	107,702	1,884,985
OPEB Related Deferred Outflows	1,175,068	316,342	1,491,410
Total Deferred Outflows of Resources	2,952,351	456,621	3,408,972
Liabilities			
Accounts Payable	2,111,194	1,772,000	3,883,194
Retainage Payable	177,897	11,482	189,379
Accrued Liabilities	388,288	141,735	530,023
Due to Other Governments	205,864	155,741	361,605
Unearned Revenue and Deposits	6,999,070	1,390,304	8,389,374
Long-Term Liabilities:			
Due Within One Year	2,688,679	1,789,664	4,478,343
Due in More Than One Year	44,689,480	19,909,623	64,599,103
Total Liabilities	57,260,472	25,170,549	82,431,021
Deferred Inflows of Resources			
Pension Related Deferred Inflows	3,531,124	409,756	3,940,880
OPEB Related Deferred Inflows	3,577,300	1,075,451	4,652,751
Leases Deferred Inflows	690,751	-	690,751
Total Deferred Inflows of Resources	7,799,175	1,485,207	9,284,382
Net Position			
Net Investment in Capital Assets	39,136,604	48,025,267	87,161,871
Restricted	15,842,236	9,983,281	25,825,517
Unrestricted	(2,588,563)	14,288,076	11,699,513
Total Net Position	\$ 52,390,277	\$ 72,296,624	\$ 124,686,901

See accompanying notes.

CITY OF MOUNT DORA, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Function/Program Activities	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Governmental Activities				
General Government	\$ 4,781,648	\$ 1,139,870	\$ 243,926	\$ 720,170
Public Safety	12,319,094	4,482,664	36,535	381,784
Transportation	1,463,688	129,442	-	-
Culture and Recreation	5,557,603	1,384,732	55,976	1,905,703
Interest on Long-Term Debt	1,381,667	-	-	-
Total Governmental Activities	25,503,700	7,136,708	336,437	3,007,657
Business-Type Activities				
Electric Utility	11,617,269	13,123,561	-	374,220
Water and Wastewater Utility	10,321,467	14,060,046	-	3,195,707
Sanitation	2,700,821	2,600,190	-	-
Stormwater Utility	1,372,237	1,448,846	-	105,950
Total Business-Type Activities	26,011,794	31,232,643	-	3,675,877
Total Primary Government	\$ 51,515,494	\$ 38,369,351	\$ 336,437	\$ 6,683,534

General Revenues

Property Taxes
Public Service Taxes
Discretionary Sales Surtax
Local Option Fuel Taxes
Local Business Tax
Franchise Fees
State and County Shared Revenues (Unrestricted)
Investment Earnings (Losses)
Miscellaneous

Transfers

Total General Revenues and Transfers

Change in Net Position

Net Position, Beginning of Year

Net Position, End of Year

See accompanying notes.

Net (Expense) Revenue and Changes in Net Position

Primary Government

Governmental Activities	Business-Type Activities	Total
\$ (2,677,682)	\$ -	\$ (2,677,682)
(7,418,111)	-	(7,418,111)
(1,334,246)	-	(1,334,246)
(2,211,192)	-	(2,211,192)
(1,381,667)	-	(1,381,667)
<u>(15,022,898)</u>	<u>-</u>	<u>(15,022,898)</u>
-	1,880,512	1,880,512
-	6,934,286	6,934,286
-	(100,631)	(100,631)
-	182,559	182,559
<u>-</u>	<u>8,896,726</u>	<u>8,896,726</u>
<u>(15,022,898)</u>	<u>8,896,726</u>	<u>(6,126,172)</u>
7,983,744	-	7,983,744
2,418,019	-	2,418,019
1,874,300	-	1,874,300
359,070	-	359,070
28,483	-	28,483
1,028,524	-	1,028,524
3,171,654	-	3,171,654
167,716	(21,627)	146,089
151,563	338,490	490,053
4,227,846	(4,227,846)	-
<u>21,410,919</u>	<u>(3,910,983)</u>	<u>17,499,936</u>
<u>6,388,021</u>	<u>4,985,743</u>	<u>11,373,764</u>
<u>46,002,256</u>	<u>67,310,881</u>	<u>113,313,137</u>
<u>\$ 52,390,277</u>	<u>\$ 72,296,624</u>	<u>\$ 124,686,901</u>

See accompanying notes.

CITY OF MOUNT DORA, FLORIDA
BALANCE SHEET
ALL GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022

	General Fund	Fire Assessment Fee Fund	Other Capital Projects Fund	Other Governmental Funds	Total Governmental Funds
Assets					
Pooled Cash and Investments	\$ 8,256,250	\$ 15,036,610	\$ 1,072,355	\$ 15,660,745	\$ 40,025,960
Receivables (Net)	419,593	-	-	-	419,593
Due from Other Governments	712,550	-	-	231,893	944,443
Accrued Interest Receivable	23	-	-	31	54
Employee Advances	2,949	-	-	-	2,949
Inventory and Prepaid Items	14,032	-	-	-	14,032
Lease Receivables	696,612	-	-	-	696,612
Advances to Other Funds	944,696	-	-	-	944,696
Total Assets	11,046,705	15,036,610	1,072,355	15,892,669	43,048,339
Liabilities, Deferred Inflows of Resources, and Fund Balances					
Liabilities					
Accounts Payable	389,067	1,200	1,126,732	149,539	1,666,538
Retainage Payable	-	-	177,897	-	177,897
Accrued Liabilities	377,765	-	-	10,523	388,288
Due to Other Governments	40	-	-	205,824	205,864
Unearned Revenues and Deposits	535,148	-	-	-	535,148
Advances from Other Funds	-	-	-	784,943	784,943
Total Liabilities	1,302,020	1,200	1,304,629	1,150,829	3,758,678
Deferred Inflows of Resources					
Leases	690,751	-	-	-	690,751
Unavailable Revenues	545,085	-	-	-	545,085
Total Deferred Inflows of Resources	1,235,836	-	-	-	1,235,836
Fund Balances (Deficit)					
Non-Spendable:					
Inventory and Prepaid Items	14,032	-	-	-	14,032
Long-Term Interfund Receivables	944,696	-	-	-	944,696
Restricted for:					
Capital Improvements	-	-	-	7,856,141	7,856,141
Redevelopment	-	-	-	4,245,498	4,245,498
Building Inspections	-	-	-	3,055,755	3,055,755
Fire Protection	-	15,035,410	-	-	15,035,410
Law Enforcement	-	-	-	21,220	21,220
Debt Service	-	-	-	84,529	84,529
Perpetual Care	-	-	-	263,640	263,640
Assigned for Future Expenditures:					
Subsequent Year's Budgets	1,062,359	-	-	-	1,062,359
Unassigned (Deficits)	6,487,762	-	(232,274)	(784,943)	5,470,545
Total Fund Balances (Deficit)	8,508,849	15,035,410	(232,274)	14,741,840	38,053,825
Total Liabilities and Fund Balances	\$ 11,046,705	\$ 15,036,610	\$ 1,072,355	\$ 15,892,669	\$ 43,048,339

See accompanying notes.

CITY OF MOUNT DORA, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022

Total Fund Balances of Governmental Funds	\$	38,053,825
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Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. The cost of the assets is \$91,952,849 and the accumulated depreciation is \$(44,247,521) (includes internal service fund).		47,705,328
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The internal service fund is used by management to charge the costs of fleet management, health insurance and other services to individual funds. The assets and liabilities of the internal service fund are included in governmental activities in the statement of net position. This amount excludes internal service fund fixed assets and long-term debt reported in other line items.		16,433,119
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Deferred outflows and inflows of resources do not affect current financial resources and, therefore, are not reported in the government funds:

Pension Related Deferred Outflows		1,777,283
OPEB Related Deferred Outflows		1,175,068
Pension Related Deferred Inflows		(3,531,124)
OPEB Related Deferred Inflows		(3,577,300)

The net pension asset is not a current financial resource; and therefore, is not reported in governmental funds.		1,187,152
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Certain receivables are not "available" in the current period and, therefore, are not recognized as revenues in the governmental funds:

Deferred Inflows - Unavailable Revenues		545,085
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Long-term liabilities are not due and payable in the current period and, accordingly, are not reported as fund liabilities. Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when due. All liabilities, both current and long-term, are reported in the statement of net position. Long-term liabilities at year-end consist of:

Bonds Payable		(34,114,319)
Leases Payable		(213,012)
Financed Purchases		(360,500)
Compensated Absences		(2,895,413)
Net Pension Liability		(188,487)
Net OPEB Liability		(9,606,428)

Net Position of Governmental Activities	\$	52,390,277
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See accompanying notes.

CITY OF MOUNT DORA, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
ALL GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	General Fund	Fire Assessment Fee Fund	Other Capital Projects Fund	Other Governmental Funds	Total Governmental Funds
Revenues					
Taxes	\$ 10,684,120	\$ -	\$ -	\$ 1,874,300	\$ 12,558,420
Permits, Fees, and Special Assessments	1,354,367	1,912,753	-	1,657,269	4,924,389
Intergovernmental	3,215,435	-	-	1,121,119	4,336,554
Charges for Service	1,652,595	-	-	218,347	1,870,942
Fines and Forfeitures	63,372	-	-	10,376	73,748
Impact Fees	-	-	-	1,835,258	1,835,258
Miscellaneous (Loss)	349,092	126,241	-	(21,928)	453,405
Interfund Charges	4,047,051	-	-	-	4,047,051
Total Revenues	21,366,032	2,038,994	-	6,694,741	30,099,767
Expenditures					
General Government	6,914,006	-	245,089	939,594	8,098,689
Public Safety	9,083,158	236,301	-	1,768,084	11,087,543
Transportation	945,154	-	-	-	945,154
Culture and Recreation	3,941,448	-	-	137,354	4,078,802
Capital Outlay	-	-	6,360,930	-	6,360,930
Debt Service:					
Principal Payments	289,904	-	-	1,335,297	1,625,201
Interest	51,599	-	-	963,096	1,014,695
Other Debt Service Costs	-	431	-	431	862
(Total Expenditures)	(21,225,269)	(236,732)	(6,606,019)	(5,143,856)	(33,211,876)
Excess (Deficiency) of Revenues Over (Under) Expenditures	140,763	1,802,262	(6,606,019)	1,550,885	(3,112,109)
Other Financing Sources (Uses)					
Debt Proceeds	87,424	-	-	795	88,219
Transfers in	4,708,513	-	6,373,745	2,713,721	13,795,979
Transfers (out)	(3,617,787)	(6,211,840)	-	(2,146,253)	(11,975,880)
Total Other Financing Sources (Uses)	1,178,150	(6,211,840)	6,373,745	568,263	1,908,318
Net Change in Fund Balances	1,318,913	(4,409,578)	(232,274)	2,119,148	(1,203,791)
Fund Balances, Beginning of Year	7,189,936	19,444,988	-	12,622,692	39,257,616
Fund Balances (Deficit), End of Year	\$ 8,508,849	\$ 15,035,410	\$ (232,274)	\$ 14,741,840	\$ 38,053,825

See accompanying notes.

**CITY OF MOUNT DORA, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

Net Change in Fund Balance - Total Governmental Funds	\$ (1,203,791)
Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives and reported as depreciation expense. This reconciling item is the amount by which capital purchases (net disposals) of \$6,450,348 differed from depreciation expense of \$3,484,872.	2,335,487
The issuance of bonds and similar long-term debt provides current financial resources to governmental funds and thus contribute to the change in fund balance. In the statement of net position, however, issuing debt increases long-term liabilities and does not affect the statement of activities. Similarly, repayment of principal is an expenditure in the governmental funds, but reduces the liability in the statement of net position. Also, governmental funds report the effect of issuance costs, premium, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. The amounts of the items that make up these differences in treatment of long-term debt and related items are:	
Issuance of Debt	(88,219)
Principal Repayments:	
Bonds	1,051,498
Leases Payable	51,371
Financed Purchases	522,332
Amortization of Premium and Discount	72,393
The changes in net pension liability and pension related deferred outflows and inflows of resources result in an adjustment to Pension expense in the statement of activities, but not in the governmental fund statements.	1,190,184
Certain receivables are not "available" in the current period and, therefore, are not recognized as revenues in the governmental funds:	
Deferred Inflows - Unavailable Revenues	445,918
The changes in net OPEB liability and OPEB related deferred outflows and inflows of resources result in an adjustment to OPEB expense in the statement of activities, but not in the governmental fund statements.	868,748
Some expenses reported in the statement of activities, such as compensated absences and accrued interest, do not require the use of current financial resources and are not reported as expenditures in governmental funds:	
Compensated Absences	(1,440,149)
The internal service fund is used by management to charge the costs of activities that benefit the entire government. The net (expense) income of the internal service fund is reported with governmental activities.	2,582,249
Change in Net Position of Governmental Activities	<u><u>\$ 6,388,021</u></u>

See accompanying notes.

CITY OF MOUNT DORA, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2022

	Business-Type Activities - Enterprise Funds		
	Electric Utility Fund	Water and Wastewater Fund	Sanitation Fund
Assets			
Current Assets:			
Pooled Cash and Investments	\$ 5,258,325	\$ 10,046,972	\$ -
Receivables:			
Customers (Net of Allowance for Uncollectible Accounts)	1,648,611	912,305	202,003
Due from Other Governments	-	263,152	-
Accrued Interest Receivable	10,146	36	-
Inventories, at Cost	788,013	399,681	-
Prepaid Items	863,084	-	-
Total Current Assets	8,568,179	11,622,146	202,003
Non-Current Assets:			
Restricted Assets:			
Pooled Cash and Investments:			
Unspent Debt Proceeds	-	-	-
Customer Deposits	720,429	560,859	109,596
Sinking	-	923,635	-
Water Impact Fees	-	2,945,254	-
Wastewater Impact Fees	-	6,114,392	-
Total Restricted Assets	720,429	10,544,140	109,596
Account Receivable, Non-Current	-	-	-
Capital Assets:			
Property, Plant and Equipment	18,963,588	87,619,702	75,605
Right to Use Buildings	90,122	90,122	-
Right to Use Equipment	795	5,564	-
(Accumulated Depreciation and Amortization)	(12,648,994)	(39,141,277)	(74,105)
Construction in Progress	351,369	3,984,189	-
Total Capital Assets -			
Cost Less Depreciation and Amortization	6,756,880	52,558,300	1,500
Total Non-Current Assets	7,477,309	63,102,440	111,096
Total Assets	16,045,488	74,724,586	313,099
Deferred Outflows			
Deferred Outflow on Interest Rate Swap	-	32,577	-
Pension Related Deferred Outflow	50,214	57,488	-
OPEB Related Deferred Outflow	119,047	173,568	6,527
Total Deferred Outflows	169,261	263,633	6,527

See accompanying notes.

Business-Type Activities - Enterprise Funds		Governmental
Stormwater		Activities -
Utility		Internal
Fund	Totals	Service
		Funds
\$ 669,265	\$ 15,974,562	\$ 11,750,342
147,094	2,910,013	145
-	263,152	-
1	10,183	5
-	1,187,694	-
-	863,084	-
816,360	21,208,688	11,750,492
-	-	11,591,205
-	1,390,884	-
-	923,635	-
-	2,945,254	-
-	6,114,392	-
-	11,374,165	11,591,205
47,215	47,215	-
13,447,158	120,106,053	3,010,822
-	180,244	127,813
795	7,154	-
(6,913,344)	(58,777,720)	(2,245,503)
174,155	4,509,713	685,970
6,708,764	66,025,444	1,579,102
6,755,979	77,446,824	13,170,307
7,572,339	98,655,512	24,920,799
-	32,577	-
-	107,702	-
17,200	316,342	-
17,200	456,621	-

Continued

See accompanying notes.

CITY OF MOUNT DORA, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2022
(Concluded)

	Business-Type Activities - Enterprise Funds		
	Electric Utility Fund	Water and Wastewater Fund	Sanitation Fund
Liabilities and Net Position			
Current Liabilities:			
Accounts Payable	\$ 1,212,551	\$ 321,916	\$ 204,251
Retainage Payable	1,353	10,129	-
Accrued Expenses	18,112	118,239	1,469
Due to Other Governments	148,345	7,396	-
Leases Payable	46,758	48,316	-
Bonds and Loans Payable	-	1,366,123	-
OPEB Liability	39,114	52,855	3,185
Compensated Absences	101,420	102,240	4,690
Customer Deposits	719,849	560,859	109,596
Unearned Revenue	-	-	-
Advances from Other Funds	-	-	159,753
Total Current Liabilities	2,287,502	2,588,073	482,944
Long-Term Liabilities:			
Leases Payable	410	2,865	-
Bonds Payable	-	16,556,131	-
Fair Market Value of Interest Rate Swap	-	32,577	-
Compensated Absences	159,300	306,944	6,087
OPEB Liability	1,033,730	1,599,063	53,113
Net Pension Liability	3,750	4,404	-
Total Long-Term Liabilities	1,197,190	18,501,984	59,200
Total Liabilities	3,484,692	21,090,057	542,144
Deferred Inflows of Resources			
Pension Deferred Inflow	191,267	218,489	-
OPEB Deferred Inflow	385,998	580,287	12,872
Total Deferred Inflows of Resources	577,265	798,776	12,872
Net Position			
Net Investment in Capital Assets	6,708,359	34,607,313	1,500
Restricted for Capital Improvements	-	9,059,646	-
Restricted for Debt Service	-	923,635	-
Unrestricted	5,444,433	8,508,792	(236,890)
Total Net Position	\$ 12,152,792	\$ 53,099,386	\$ (235,390)

See accompanying notes.

Business-Type Activities - Enterprise Funds		Governmental Activities -
Stormwater Utility Fund	Totals	Internal Service Funds
\$ 33,282	\$ 1,772,000	\$ 444,656
-	11,482	-
3,915	141,735	-
-	155,741	-
260	95,334	30,642
-	1,366,123	240,000
10,539	105,693	-
14,164	222,514	-
-	1,390,304	-
-	-	6,463,922
-	159,753	-
62,160	5,420,679	7,179,220
409	3,684	68,274
-	16,556,131	11,156,870
-	32,577	-
10,862	483,193	-
139,978	2,825,884	-
-	8,154	-
151,249	19,909,623	11,225,144
213,409	25,330,302	18,404,364
-	409,756	-
96,294	1,075,451	-
96,294	1,485,207	-
6,708,095	48,025,267	1,208,479
-	9,059,646	-
-	923,635	400,000
571,741	14,288,076	4,907,956
\$ 7,279,836	\$ 72,296,624	\$ 6,516,435

See accompanying notes.

CITY OF MOUNT DORA, FLORIDA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Business-Type Activities - Enterprise Funds		
	Electric Utility Fund	Water and Wastewater Fund	Sanitation Fund
Operating Revenues			
Charges for Services	\$ 13,123,561	\$ 14,060,046	\$ 2,600,190
Operating Expenses			
Purchased Power	7,860,166	-	-
Plant Operations	-	2,537,992	-
Distribution and Collection	1,408,354	2,290,302	2,186,120
Administration and General	1,732,604	2,268,792	511,545
Rental Expense	-	-	-
Depreciation and Amortization	613,625	2,666,751	3,156
Total Operating Expenses	(11,614,749)	(9,763,837)	(2,700,821)
Operating Income (Loss)	1,508,812	4,296,209	(100,631)
Non-Operating Revenues (Expenses)			
Investment Earnings	3,215	(23,595)	-
Interest Expense and Amortization of Debt Related Items	(2,520)	(557,630)	-
Miscellaneous Income	301,082	35,731	180
Total Non-Operating Revenues (Expenses)	301,777	(545,494)	180
Income (Loss) Before Capital Contributions and Transfers	1,810,589	3,750,715	(100,451)
Capital Contributions and Transfers			
Capital Contributions	374,220	3,195,707	-
Transfers in	500,000	-	-
Transfers (out)	(1,466,628)	(2,516,988)	-
Net Capital Contributions and Transfers	(592,408)	678,719	-
Change in Net Position	1,218,181	4,429,434	(100,451)
Net Position, Beginning of the Year	10,934,611	48,669,952	(134,939)
Net Position, End of Year	\$ 12,152,792	\$ 53,099,386	\$ (235,390)

See accompanying notes.

Business-Type Activities - Enterprise Funds		Governmental Activities -
Stormwater Utility Fund	Totals	Internal Service Funds
\$ 1,448,846	\$ 31,232,643	\$ 3,911,282
-	7,860,166	-
-	2,537,992	-
-	5,884,776	-
850,595	5,363,536	3,652,500
-	-	140,774
521,627	3,805,159	269,678
(1,372,222)	(25,451,629)	(4,062,952)
76,624	5,781,014	(151,670)
(1,247)	(21,627)	78,706
(15)	(560,165)	(438,504)
1,497	338,490	-
235	(243,302)	(359,798)
76,859	5,537,712	(511,468)
105,950	3,675,877	685,970
-	500,000	6,352,391
(744,230)	(4,727,846)	(3,944,644)
(638,280)	(551,969)	3,093,717
(561,421)	4,985,743	2,582,249
7,841,257	67,310,881	3,934,186
\$ 7,279,836	\$ 72,296,624	\$ 6,516,435

See accompanying notes.

CITY OF MOUNT DORA, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Business-Type Activities - Enterprise Funds		
	Electric Utility Fund	Water and Wastewater Fund	Sanitation Fund
Cash Flows from Operating Activities			
Cash Received from Customers, Including			
Cash Deposits	\$ 11,587,844	\$ 14,086,834	\$ 2,592,781
Cash Paid to Suppliers	(9,737,773)	(5,735,087)	(2,571,895)
Cash Paid for Salaries and Administrative Costs	(1,334,015)	(2,036,704)	(112,407)
Net Cash Provided by (Used in) Operating Activities	516,056	6,315,043	(91,521)
Cash Flows from Non-Capital Financing Activities			
Transfers in	500,000	-	85,598
Transfers (out)	(1,466,628)	(2,516,988)	-
Net Cash Provided by (Used in) Non-Capital Financing Activities	(966,628)	(2,516,988)	85,598
Cash Flows from Capital and Related Financing Activities			
Capital Contributions/Grants	-	1,616,362	-
Connection/Impact Fees	374,220	3,002,580	-
Property, Plant and Equipment Acquisitions	(728,160)	(1,345,651)	-
Proceeds from Debt	795	5,564	-
Principal Payments on Debt	(43,749)	(486,944)	-
Interest Paid	(2,520)	(557,630)	-
Miscellaneous Income	301,082	35,731	180
Net Cash Provided by (Used in) Capital and Related Financing Activities	(98,332)	2,270,012	180
Cash Flows from Investing Activities			
Net Investment Activity	2,218	(23,585)	-
Total Cash Flows from Investing Activities	2,218	(23,585)	-
Net Increase (Decrease) in Cash and Cash Equivalents	(546,686)	6,044,482	(5,743)
Cash and Cash Equivalents, Beginning of Year	6,525,440	14,546,630	115,339
Cash and Cash Equivalents, End of Year	\$ 5,978,754	\$ 20,591,112	\$ 109,596

See accompanying notes.

Business-Type Activities - Enterprise Funds		Governmental
Stormwater		Activities -
Utility		Internal
Fund	Totals	Service
		Funds
\$ 2,616,037	\$ 30,883,496	\$ 3,911,137
(455,774)	(18,500,529)	(3,746,356)
(392,972)	(3,876,098)	-
1,767,291	8,506,869	164,781
-	585,598	6,352,391
(919,230)	(4,902,846)	(3,944,644)
(919,230)	(4,317,248)	2,407,747
-	1,616,362	7,149,892
105,950	3,482,750	-
(288,758)	(2,362,569)	(899,667)
795	7,154	-
(126)	(530,819)	(588,288)
(15)	(560,165)	(438,504)
1,497	338,490	-
(180,657)	1,991,203	5,223,433
(1,248)	(22,615)	78,747
(1,248)	(22,615)	78,747
666,156	6,158,209	7,874,708
3,109	21,190,518	15,466,839
\$ 669,265	\$ 27,348,727	\$ 23,341,547

Continued

See accompanying notes.

CITY OF MOUNT DORA, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022
(Concluded)

	Business-Type Activities - Enterprise Funds		
	Electric Utility Fund	Water and Wastewater Fund	Sanitation Fund
<u>Shown in the Financial Statements as</u>			
Pooled Cash and Investments	\$ 5,258,325	\$ 10,046,972	\$ -
Non-Current Restricted Cash:			
Unspent Debt Proceeds	-	-	-
Customer Deposits	720,429	560,859	109,596
Sinking	-	923,635	-
Water Impact Fees	-	2,945,254	-
Wastewater Impact Fees	-	6,114,392	-
Total	\$ 5,978,754	\$ 20,591,112	\$ 109,596
<u>Reconciliation of Operating Income (Loss) to Net Cash</u>			
<u>Provided by (Used in) Operating Activities</u>			
Operating Income (Loss)	\$ 1,508,812	\$ 4,296,209	\$ (100,631)
Adjustments to Reconcile Operating Income			
(Loss) to Net Cash Provided by (Used in)			
Operating Activities:			
Depreciation and Amortization	613,625	2,666,751	3,156
Power Costs Recovered in Advance (Returned)	(925,519)	-	-
Pension and OPEB Related Costs	(215,272)	(262,345)	(6,418)
Changes in Assets Decrease (Increase) and			
Liabilities Increase (Decrease):			
Accounts Receivable - Net	(590,433)	(21,557)	(16,913)
Inventories	(241,330)	(146,507)	-
Prepaid Items	-	30,000	-
Due from Other Governments	-	-	-
Accounts Payable and Accrued Liabilities	198,059	(510,344)	12,647
Due to Other Governments	49,393	3,101	-
Compensated Absences	138,486	201,261	7,134
Retainage Payable	-	10,129	-
Customer Deposits	(19,765)	48,345	9,504
Total Adjustments	(992,756)	2,018,834	9,110
Net Cash Provided by (Used in) Operating Activities	\$ 516,056	\$ 6,315,043	\$ (91,521)
<u>Non-Cash Items - None</u>			

See accompanying notes.

Business-Type Activities - Enterprise Funds		Governmental Activities -	
Stormwater Utility Fund	Totals	Internal Service Funds	
\$ 669,265	\$ 15,974,562	\$ 11,750,342	
-	-	11,591,205	
-	1,390,884	-	
-	923,635	-	
-	2,945,254	-	
-	6,114,392	-	
<u>\$ 669,265</u>	<u>\$ 27,348,727</u>	<u>\$ 23,341,547</u>	
<u>\$ 76,624</u>	<u>\$ 5,781,014</u>	<u>\$ (151,670)</u>	
521,627	3,805,159	269,678	
-	(925,519)	-	
(21,094)	(505,129)	-	
(43,479)	(672,382)	(145)	
-	(387,837)	-	
-	30,000	-	
1,210,670	1,210,670	-	
25,971	(273,667)	46,918	
-	52,494	-	
(3,028)	343,853	-	
-	10,129	-	
-	38,084	-	
<u>1,690,667</u>	<u>2,725,855</u>	<u>316,451</u>	
<u>\$ 1,767,291</u>	<u>\$ 8,506,869</u>	<u>\$ 164,781</u>	

See accompanying notes.

CITY OF MOUNT DORA, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUNDS
SEPTEMBER 30, 2022

Assets

Cash and Other Short Term	\$ 44,247
Investments:	
Money Market Funds	814,392
Fixed Income Mutual Funds	9,172,279
Equities Mutual Funds	23,991,728
Real Estate Investment Trust	6,326,230
Total Investments	<u>40,304,629</u>

Total Assets	<u>40,348,876</u>
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Liabilities - Payables	<u>23,946</u>
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Net Position

Restricted for Pensions	<u><u>\$ 40,324,930</u></u>
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See accompanying notes.

CITY OF MOUNT DORA, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
PENSION TRUST FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Additions

Contributions:	
Employee	\$ 379,048
Employer	1,084,518
State of Florida	266,606
Total Contributions	<u>1,730,172</u>

Investment Income:	
Investment Earnings (Losses)	(5,098,213)
(Less Investment Management Fees)	(121,635)
Net Investment Income (Loss)	<u>(5,219,848)</u>

Total Additions	<u>(3,489,676)</u>
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Deductions

Pension Benefit Payments and Refunds	2,508,877
General and Administrative	90,505
(Total Deductions)	<u>(2,599,382)</u>

Net Increase	(6,089,058)
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Net Position, Beginning of Year	<u>46,413,988</u>
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Net Position, End of Year	<u><u>\$ 40,324,930</u></u>
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See accompanying notes.

NOTES TO FINANCIAL STATEMENTS

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Note 1 - Description of Funds and Summary of Significant Accounting Policies

The financial statements of the City of Mount Dora, Florida (the City) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. Significant City accounting policies are described below:

Reporting Entity

The City of Mount Dora, Florida is the City's official name. The City was originally incorporated as a town on March 25, 1910, and later incorporated as a city on April 23, 1953, pursuant to Chapter 29302, L.O.F. On September 17, 1991, the City adopted its current Charter by Ordinance Number 91-585.

The City operates under a council-manager form of government and provides the following services, as authorized by its charter: public safety, public works, public utilities, culture, recreation and community development.

In evaluating the City as a reporting entity, management has addressed all potential component units (traditionally separate reporting entities) for which the City may or may not be financially accountable and, as such, be included within the City's financial statements. The City (the primary government) is financially accountable if it appoints a voting majority of the organization's governing board, and: (1) it is able to impose its will on the organization or (2) there is a potential for the organization to provide specific financial benefit to or impose specific financial burden on the City. Additionally, the primary government is required to consider other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

■ **Blended Component Units**

The City established the Community Redevelopment Agency and the Northeast Community Redevelopment Agency as component units of the City. The City Council is the governing body for both agencies.

These agencies are authorized by Florida Statutes and formed by City Ordinance. The Community Redevelopment Agency was created by Ordinance Number 447 passed on June 16, 1987 and the Northeast Community Redevelopment Agency was created by Ordinance Number 546 passed on April 3, 1990. The statutory life of these community redevelopment agencies is thirty years unless extended by ordinance and notification to contributing parties. The City passed Ordinance 2012-05 on May 1, 2012 to extend the CRA for an additional thirty years. The governing bodies are appointed by the City (or its officials) who retains the corporate powers of these agencies. These organizations are reported as blended component units as part of the primary government since the City is able to impose its will on the organization or there is a potential for specific financial benefits or burdens on the City. Separate financial statements for the CRA are prepared and are available by contacting the City at 510 Baker St. Mt. Dora, FL 32757.

■ **Related Organization - Not Included in Entity**

The Board of the Mount Dora Health Facilities Authority is appointed by the City Council, but the City's accountability does not extend beyond making these appointments. There was no activity or expenditures this fiscal year. Neither funding nor bonded debt approval is provided by the City Council. This organization is excluded from the reporting entity.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The statement of activities demonstrates the degree to which the direct expenses, or a given function or segment, are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Indirect expenses are allocated automatically and certain indirect costs are included in program expenses reported for individual functions and activities. Program revenues include: (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Fiduciary funds are excluded from the government-wide financial statements. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Interfund services provided and used are not eliminated in the process of consolidation. Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions. Internally-dedicated resources are reported as general revenues rather than as program revenues.

Fund Financial Statements

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers receivables collected within sixty days after the year-end to be available and recognizes them as revenues of the current year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, other postemployment benefit expenditures, pension related expenditures, as well as expenditures related to claims and judgments, are recorded only when payment is due.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Property taxes, franchise fees, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City operates the following major governmental funds:

■ **Governmental Funds**

Governmental funds are used to account for all or most of a government's general activities. The City operates the following major governmental funds:

- The **General Fund** is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- The **Fire Assessment Fee Fund** accounts for receipts and disbursements of the fire assessment fees which are restricted for fire protection.
- The **Other Capital Projects Fund** accounts for the intermittent resources that are restricted, committed or assigned for constructing multi-year public buildings and renovations.

■ **Proprietary Funds**

The Proprietary funds are used to account for a government's ongoing activities, which are similar to those found in the private sector, where the determination of changes in net position is necessary or useful to sound financial administration.

The City reports the following major proprietary funds:

- The **Electric Utility Fund** accounts for the fiscal activity of providing electric services to residential and commercial customers.
- The **Water and Wastewater Fund** accounts for the fiscal activity of providing water and wastewater services to residential and commercial customers within and outside City limits.
- The **Sanitation Fund** accounts for the operations and maintenance of the City's refuse collection and recycling system.
- The **Stormwater Utility Fund** accounts for the operations and maintenance of the City's stormwater management system.

■ **Additionally, the City reports the following non-major fund types:**

- **Special Revenue Funds** account for the proceeds of specific revenue sources that are legally restricted to expenditure for specified purposes.
 - ▶ **Building Inspection Fund**—To account for the legally restricted revenues and expenditures related to Building Inspection Program.
 - ▶ **Law Enforcement Trust Fund**—To account for the judicially confiscated forfeitures restricted for law enforcement expenditures.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

- ▶ The **Community Redevelopment Agency Fund** accounts for receipts and disbursements of additional tax monies for the City's Downtown Redevelopment Tax District.
- ▶ The **Northeast Redevelopment Agency Fund** accounts for receipts and disbursements of tax proceeds and other revenues to redevelop the northeast section of the City.
- ▶ The **Impact Fees Fund** accounts for the receipts and disbursements of impact fees restricted for capital improvements for law enforcement, fire control, recreation, and libraries activities.
- ▶ The **Discretionary Sales Tax Fund** accounts for receipts and disbursements of the City's portion of the one percent Local Government Infrastructure Surtax. In November of 2015, this revenue source was renewed and began a new 15 year period beginning January 1, 2018 with a sunset date of December 31, 2032.
- ▶ The **Cemetery Fund** accounts for the operation and maintenance of the City owned cemetery.
- **Debt Service Funds** account for the proceeds of general long-term debt and payment of principal and interest payments.
 - ▶ **Debt Service Fund**—To account for the accumulation of the resources that are restricted, committed or assigned for the payment of general long-term debt principal and interest.
- **Internal Service Funds** account for the provision of goods and/or services to other City Departments on a cost reimbursement basis. The City has the following internal service funds.
 - ▶ **Internal Service Fund—Fleet Maintenance and Warehouse Fund**—To account for the accumulation of funds for future vehicle maintenance related depreciation. In addition, the prior debt proceeds from the 2018 capital bonds were transferred to this fund. This fund was combined with the Vehicle Replacement Fund in the current year.
 - ▶ **Internal Service Fund – Warehouse and Vehicle Replacement Fund**—To account for the accumulation of funds for future vehicle replacements, related depreciation and charges for vehicle purchased under the replacement program, including vehicles acquired via financed purchases.
 - ▶ **Insurance Fund**—To account for the cost of operating a self-funded healthcare coverage program. Such costs are billed to other departments on a break-even basis based upon the estimated individual premiums. These costs include network and claims administration, third-party stop loss insurance premiums, life insurance premiums, as well as the cost of pharmaceutical, hospital, doctor and other medical claims, as well as the cost of operating the City's Employee Health Clinic.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

- **The Pension Trust Funds** —To accounts for the activities of the City’s General Employees’, Firefighters’, and Police Officers’ Retirement Funds, which accumulate resources for pension benefit payments for qualified retiring employees. They are excluded from the government-wide financial statements because they are fiduciary in nature and do not represent resources available to the government for operations.

Summary of Significant Accounting Policies

Proprietary Funds

Proprietary funds distinguish operating revenues and expenses from non-operating items. The operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the City’s enterprise funds and of the internal service funds are customer charges for sales and services. Operating expenses for enterprise funds and the internal service funds include the cost of services, administrative expenses, and depreciation. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses. These non-operating revenues include investment earnings, grants, impact fees, insurance reimbursements, rental income plus the sale of scrap and equipment.

When both restricted and unrestricted resources are available for use, it is the City’s policy to generally use restricted resources first, and then unrestricted resources, as they are needed for their intended purposes; however, this decision is frequently made on a case-by-case basis based upon facts and circumstances. Revenues of the enterprise funds are recognized on the basis of services rendered. Enterprise funds billing cycles that overlap September 30 are prorated based upon the meter-reading dates.

Budgets and Budgetary Accounting

The City’s procedures in preparing and adopting the annual budget, which is adopted on a basis consistent with generally accepted accounting principles, are as follows:

- The City Manager is responsible for preparing a proposed operating budget for the upcoming year prior to September 30 that includes estimated revenues, proposed expenditures, and other financing sources and uses.
- Public hearings are held to obtain taxpayer comments and suggestions. The budget is enacted through passage of a resolution.
- Budgetary controls are set at the fund level allowing budget amendments to be made by City Manager when changes are under \$25,000. The City Manager is authorized to transfer budgeted amounts within any fund or department, but may not revise total fund expenditures without the approval of the City Council. The budgetary data presented agrees with the originally adopted budget, as amended by the City Council.
- Formal budgetary integration is employed as a management control device during the year for all funds. Budgets are adopted on a basis consistent with generally accepted accounting principles. For funds with a legally adopted budget (i.e., the governmental fund types), the level at which expenditures may not legally exceed the amount budgeted is the fund level. Appropriations lapse at the end of the year and are re-appropriated in the ensuing year’s budget. Budgets are legally adopted for the governmental fund types and are adopted on a “pro forma” basis for the proprietary funds (enterprise funds and internal service funds).

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

Pooled Cash and Investments

Pooled cash and investments include cash on hand, demand deposits with banks, deposits in cash management pools that have the general characteristics of demand deposit accounts, as well as investments. The City's pooled investment account is considered to be cash equivalent since each fund can effectively deposit or withdraw funds at any time without prior notice or penalty.

Each fund utilizing the pooled cash and investments account participates on a dollar-equivalent basis. Interest is distributed quarterly based on average cash balances. The nature of the pooled accounts permits temporary negative cash balances upon overdrawing of cash available in individual funds, which is presented as interfund receivables and payables. The investments of the pension trust funds, bond proceeds, and the electric fund rate stabilization account are held separately from those of other City funds. Investments, including pension funds, are stated at fair value - quoted market price or the best available estimate.

Receivables (Net)

Receivables include amounts due from utility customers, third-party collectors of taxes and miscellaneous sources. Receivables and revenues are reported net of an allowance for uncollectible accounts. Allowances are reported when accounts are proven to be uncollectible. Allowances for uncollectible accounts netted with accounts receivable were \$605 for the General Fund; \$35,649 for the Electric Utility Fund; \$12,015 for the Water & Wastewater Fund; \$4,022 for the Sanitation Fund; and \$1,752 for the Stormwater Utility Fund as of September 30, 2022.

Interfund Receivables and Payables, and Transfers

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds" (i.e., the current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Transfers are recognized in the accounting period in which the interfund receivable and payable arise. Transfers are made from the enterprise funds to finance operations of the General Fund. Transfers are also made from the General Fund to the Community Redevelopment Funds to meet the City's tax increment funding requirements.

Capital Grants and Contributions

Accounts receivable from other governments include amounts due from grantors. Program and capital grants for general capital assets are recorded as receivables and revenues at the time reimbursable costs are incurred. Revenues received in advance of costs being incurred are deferred. Capital grants and other contributions for capital asset additions to the proprietary funds are recorded as non-operating revenues. Contributed assets are recorded in the proprietary funds and in general assets at fair value at the time received.

Inventory

Inventories held by the proprietary funds are carried at cost, determined using the weighted-average cost method. Inventory shown in the general fund consists of janitorial and office supplies held for consumption. General fund inventories are valued at cost, as determined using the weighted-average cost method. Inventory is accounted for by use of the consumption method.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Prepaid Items

Payments made to vendors for services that will benefit periods beyond September 30 are recorded as prepaid items. Prepaids are accounted for by use of the consumption method.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Property, plant, equipment and lease right to use intangible assets with initial, individual costs that equal or exceed \$5,000 and estimated useful lives of over one year are recorded as capital assets. Roads, bridges, and sidewalks are capitalized when their initial or improvement costs equal or exceed \$25,000 and possess estimated useful lives of more than one year. Capital assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation. Infrastructure assets acquired prior to October 1, 2003, have been recorded.

Major outlays for capital assets and improvements are capitalized as projects are constructed. During 2022, the City did not capitalize any interest incurred during the construction of capital assets. Capital asset purchases are recorded as capital outlay expenditures in the fund level governmental funds in the year of acquisition.

Property, plant and equipment are depreciated and amortized using the straight-line method over the following estimated useful life:

Plant, Buildings and Improvements	25-50 Years
Utility Line Extensions	30-50 Years
Machinery, Equipment, Intangibles and Vehicles	3-25 Years
Meters, Poles and Transformers	10-33 Years
Studies	5 Years

Proprietary fund expenses for repairs and maintenance are expensed when incurred. Additions, major renewals and replacements, which increase the useful lives of the assets, are capitalized.

Compensated Absences

In governmental fund financial statements, the amount of compensated absences associated with employee vacations that are recorded as expenditures represent the amounts paid during the year, plus the amount accrued at year-end that would normally be liquidated with available spendable resources. Only the amount of the compensated absence liability that has matured (i.e., unused reimbursable leave still outstanding following an employee's resignation or retirement) that would normally be liquidated with current expendable available resources in the next fiscal year is recorded in the fund financial statements of governmental funds. In the government-wide financial statements, all governmental fund compensated absences are recorded and split between the current and non-current portions.

In proprietary funds, the amount of compensated absences associated with employee vacations that are recorded as expenses represent the amounts paid during the year and accrued at year-end. The entire liability for compensated absences of these funds is reflected in the respective financial statements split between the current and non-current portions.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

The City's sick leave paid-out policy upon termination varies depending upon whether or not a specific employee is included in a recognized bargaining unit; however, for some employees there is no maximum amount that an employee can accrue. For Police Union employees, there is a 720 hour cap on the amount of sick leave that may be paid out. For Fire Union employees hired after 1/1/96, the sick leave accrual payout is capped at 467 hours, for those employed prior to that date the maximum is 720 hours. General employees who had more than 720 hours prior to 10/1/90 are paid a maximum of 960 hours and all others are paid a maximum of 720 hours. All payouts for sick leave depend upon which bargaining unit (if any) the employee is in and the circumstances of the employee's departure. Sick leave payout of accrued hours is at a rate of 25%, if an employee leaves, or 50%, if they retire. The City accrues 25% of sick leave hours at the employee's current pay rate for financial reporting purposes, except those employees who are vested and have reached retirement age, which the sick leave accruals are computed at 50%. Each fund is required to liquidate the related liability that becomes current during that fiscal year and was recorded within that fund.

Deferred Inflows and Outflows of Resources

Deferred outflows of resources represent the consumption of net assets that is applicable to a future reporting period and will not be recognized as an outflow of resources until that future time. Deferred inflows of resources represent the acquisition of net assets that is applicable to a future reporting period and will not be recognized as an inflow of resources until that future time. Deferred outflows have a positive effect on net position, similar to assets, while deferred inflows have a negative effect on net position, similar to liabilities. The City reports deferred outflows of resources related to a derivative associated with the 2006 Utility Bonds, as well as pension and OPEB-related deferred inflows and outflows of resources. The City also reports deferred inflows of resources related to future lease revenues.

Fund Balance (Deficits)/Net Position Disclosure

In accordance with GASB Statement 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the City classifies governmental fund balances as follows:

- **Non-Spendable Fund Balance**—Includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal/contractual requirements. Examples are Prepaid Items and Inventory.
- **Spendable Fund Balance**—Includes Restricted, Committed, Assigned and Unassigned designations.
 - **Restricted**—Includes fund balance amounts that are limited for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation. Examples would be:
 - ▶ **Community Redevelopment Agency and the Northeast Redevelopment Agency Funds**—As noted under Blended Component Units, these two agencies were established to enhance redevelopment activities in two different sections of the City. The interlocal agreement with the County as well as the State Statutes contains certain restrictions on the expenditures of funds.
 - ▶ **Impact Fees Fund**—The City Council has adopted ordinances that require new developments to pay a fee for their impact on recreation, library, police, and fire services. These fees are accounted for separately and may be used only for additions and extensions to the respective system or debt service on previous qualified projects. The impact fees and interest earned on these funds are recognized as restricted.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

- ▶ **Discretionary Sales Tax Fund**—The City Council has entered into an interlocal agreement with the County and other municipalities to share revenue from a countywide optional one cent sales tax. The proceeds are distributed to various governments based upon an agreed formula. The funds are restricted for infrastructure capital uses as outlined in the agreement.
- ▶ **Building Inspections Fund**—Florida Statutes require that building and fire permit revenue are only to be used for activities related to those operations. In order to comply with those requirements, the City records all revenues and expenditures in this fund that qualify under the Statutes.
- ▶ **Law Enforcement Trust Fund**—This fund was established to receive forfeiture funds, which are restricted by Federal and State Statutes as to their usage.
- ▶ **Debt Service Fund**—This fund was established in accordance with bond covenants for the repayment of outstanding bonds and recording of interest and principal payments.
- ▶ **Fire Special Assessment Fund**—These funds were assessed to provide fire protection.
- **Committed**—includes fund balance amounts that are obligated to a specific purpose which are internally imposed by the government through formal action by ordinances, which is the highest level of City Council. These commitments can only be overturned by a like action.
- **Assigned**—includes spendable fund balance amounts that are intended to be used for specific purposes that are considered neither restricted nor committed. It is the City's policy that undesignated excess Fund Balances may be assigned by the City Council, City Manager or Finance Director for specific purposes through the budget process or agenda items as authorized by City Council, which designation may be reversed at any public meeting.
- **Unassigned**—includes the spendable residual fund balance amount in the General Fund and deficits balances in other governmental funds.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed. When unrestricted resources (committed, assigned, and unassigned) are available for use, it is the City's policy to use committed resources first, then assigned, and then unassigned as needed.

The City established a Fund Balance Policy with Resolution No. 2020-127. The policy established the following minimum and maximum reserve balance targets of the City's General Fund and Enterprise Funds. These targets are based on current fiscal year operating expenditures and transfers out less non-recurring capital budgeted for the funds:

<u>Fund</u>	<u>Minimum Percent</u>	<u>Maximum Percent</u>
General	17%	25%
Community Redevelopment Agencies	50%	100%
Fire Assessment Fee Fund	17%	25%
Electric	17%	25%
Water and Wastewater	17%	25%
Sanitation	17%	25%
Stormwater	17%	25%
Self Insurance	50%	100%

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

If, at the end of any fiscal year, the actual amount of Unassigned Fund Balance falls below the targeted levels set forth above, a plan is required to be established to achieve the target by adding a designated amount to cover the deficiency over a period not to exceed five fiscal years.

- **Net Position**—is utilized in the government-wide and business-type Fund Financial Statements presentations. Net position is categorized as net investment in capital assets, plus restricted and unrestricted net position.
 - **Net Investment in Capital Assets**—is intended to reflect the portion of net position, which are associated with non-liquid, capital assets less outstanding capital asset related debt. The net related debt is the debt less outstanding liquid assets and any associated unamortized costs associated with that debt.
 - **Restricted Net Position**—is liquid assets, which have third-party (statutory, bond covenant or granting agency) limitations on their use. The City typically uses restricted assets first, as appropriate opportunities arise, but reserves the right to selectively defer the use until a future project.
 - **Unrestricted Net Position**—typically represents unrestricted liquid assets. The City Council has the authority to revisit or alter this designation.

Property Taxes

Under Florida law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. Florida Statutes permit municipalities to levy property taxes at a rate of up to 10 mills (a mill is \$1.00 of taxes per \$1,000.00 of taxable value). The millage rate assessed by the City for the fiscal year ended September 30, 2022, was 5.9603 mills.

All property is assessed according to its fair market value on January 1 of each year. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all of the appropriate requirements of Florida Statutes.

The current-year taxes for the fiscal year beginning October 1 are billed in the month of November and are due no later than March 31. On April 1, all unpaid amounts become delinquent and are subject to interest and penalties. Discounts are allowed for early payment, as follows:

November	4%
December	3%
January	2%
February	1%
March	0%

On or prior to June 1 of the following tax year, certificates are sold for all delinquent taxes on real property. After sale, tax certificates bear interest at 18% per year or at any lower rate bid by the buyer. The certificate holder may make application for a tax deed on any unredeemed tax certificates at any time for a five-year period beginning two years after the original issue of a tax certificate. Delinquent taxes on personal property bear interest up to 18% per year until the tax is satisfied either by seizure and sale of the property or by the seven-year statute of limitations.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

There were no material delinquent and uncollected property taxes at year-end. The City's tax calendar is as follows:

Valuation Date:	January 1
Levy Date:	November 1
Due Date:	March 31 (Succeeding Year)
Lien Date:	April 1 (Succeeding Year)

Legal Compliance – Budgets

Budgets and Budgetary Accounting

The annual operating budget serves as legal authorization for expenditures and the proposed means of financing them. The 2021-22 annual operating budgets were prepared for all funds, except Pension Trust Funds.

Budget submissions are completed during the month of April and are due to the City Manager by May 31. A proposed budget is presented to the City Council in July. The City Council conducts a series of budget work sessions during the month of July. During these work sessions, the proposed expenditure budgets are reconciled to the revenue estimates provided by the Director of Finance. The revenue estimates include the amount of ad valorem taxes to be derived from the tax roll certified by the Property Appraiser on or before July 1. Within thirty-five days from that date, the City Council must advise the Property Appraiser of the proposed maximum and rolled back millage rates.

Within eighty days, but not earlier than sixty-five days after the Property Appraiser certifies the tax roll, the City Council is required by state law to conduct a public hearing to adopt tentative millage rate(s) and budget. No sooner than two days and no later than twenty days following the first public hearing, a second public hearing be held to formally adopt the final millage rate(s) and budget.

On-Behalf Payments for Fringe Benefits

The City receives on-behalf payments from the State of Florida to be used for Police Officers' and Firefighters' Retirement Plan Contributions. For the fiscal year ended September 30, 2022, the On-Behalf payments to the City totaled \$142,224 for the Police Officers' Retirement Plan and \$124,382 for the Firefighters' Retirement Plan. Such payments are recorded as intergovernmental revenue and public safety expenditures.

Note 2 - Cash and Investments

Pooled Cash and Investments

The City maintains a cash and investment pool that carries all of the City's general cash and investments. Cash and investments for Pension Trust Funds, unspent bond proceeds, and the electric fund "rate stabilization account" are held separately from the City's general investments. Each fund's portion of the pool is displayed in the accompanying financial statements as "Pooled Cash and Investments." All cash and investments of the pool are considered cash equivalents for the statement of cash flows.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

Cash Deposits

As of September 30, 2022, the City's pooled cash deposits were entirely covered by federal depository insurance or by the banking network provided by Chapter 280 of the Florida Statutes. Florida Statutes provide for collateral pooling by banks and savings and loans, and limit local government deposits to "authorized depositories." Therefore, all pooled cash deposits held by banks can be classified as fully insured.

Restricted Cash

Customer deposits, sinking fund, unspent bond proceeds, and unspent impact fees are shown as restricted cash due to the legal limitations imposed on them.

Investments

The City's investment policy allows the City to invest surplus money in instruments as provided by Florida Statute 218.415. Among them are:

- The State Board of Administration of Florida Local Government Surplus Trust Fund.
- Florida regulated or federal banking institutions (provided such deposits are secured by collateral, as required).
- Direct or guaranteed obligations of the United States Government.
- Obligations of the Federal Farm Credit Banks; the Federal Home Loan Mortgage Corporation (including participation certificates), or the Federal Home Loan Bank or its district banks or obligation guaranteed by the Government National Mortgage Association.
- Open or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940.

The City ordinance authorizes investments for the Pension Trust Funds as follows:

- Annuity and life insurance contracts.
- Time and savings accounts of a National Bank and a State of Florida bank insured by FDIC.
- Obligations of the United States; State and local government bonds (as restricted).
- Corporate stocks and bonds (as restricted).
- Pooled funds including, but not limited to, mutual funds, commingled funds, exchange-traded funds, limited partnerships, and private equity.

Fair Value

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

City Investments

Type Investment	Fair Value	Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
City Investments by Fair Value Level				
U.S. Treasury Notes	\$ 997,580	\$ -	\$ 997,580	\$ -
Florida Municipal Investment Trust Fund	4,931,278	-	4,931,278	-
Total City Investments by Fair Value Level	<u>5,928,858</u>	<u>\$ -</u>	<u>\$ 5,928,858</u>	<u>\$ -</u>
City Investments Measured at Amortized Cost				
Florida SAFE Stable NAV	28,299,401			
Florida PRIME	96,922			
Certificate of Deposits	3,000,000			
Money Market Accounts	8,504,694			
Total Investments Measured at Amortized Cost	<u>39,901,017</u>			
Total City Investments	<u>\$ 45,829,875</u>			

The City's investments in government, agencies and corporate fixed income are high-quality bonds that are valued using a matrix pricing model (Level 2). Investments in money market accounts, and non-negotiable certificates of deposit are exempt from the GASB Statement No. 72 fair value hierarchy disclosures per paragraph 69 of GASB 72, and are valued at the City's cost and any accrued interest on these investments. The City's investment in Florida PRIME and Florida SAFE are external investment pools that have adopted operating procedures consistent with the requirements of GASB Statement No. 79 to measure its investments at amortized cost. Therefore, the City's investment in Florida PRIME and Florida SAFE are recorded at amortized cost.

Pension Investments

Type Investment	Fair Value	Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Pension Investments by Fair Value Level				
Fixed Income Mutual Funds	\$ 9,172,279	\$ 9,172,279	\$ -	\$ -
Equities Mutual Funds	23,991,728	23,991,728	-	-
Total Pension Investments by Fair Value Level	<u>33,164,007</u>	<u>\$ 33,164,007</u>	<u>\$ -</u>	<u>\$ -</u>
Pension Investments Measured at Net Asset Value (NAV)				
Real Estate Investment Trusts	6,326,230			
Total Investments Measured at NAV	<u>6,326,230</u>			
Pension Investments Measured at Amortized Cost				
Money Market Accounts	814,392			
Total Investments Measured at Amortized Cost	<u>814,392</u>			
Total Pension Investments	<u>\$ 40,304,629</u>			

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

Investments in domestic and international stocks and mutual funds, which are deemed actively traded, are valued using quoted market prices at current exchange rates (Level 1). Real estate investment trusts are valued based on the net asset value (NAV) and are exempt from the GASB 72 fair value hierarchy. Investments in money market accounts are exempt from the GASB 72 fair value hierarchy disclosures per paragraph 69 of GASB 72, and are valued at amortized cost.

The following is a summary of pooled cash and investments held by the City as of September 30, 2022:

Type	Fair Value	Maturities			
		1 Year or Less	1-5 Years	5-10 Years	10+ Years
U.S. Treasury Notes	\$ 997,580	\$ 997,580	\$ -	\$ -	\$ -
Florida Municipal Investment Trust Fund	4,931,278	-	4,931,278	-	-
Local Government Surplus Trust Fund	96,922				
FL SAFE Investment Trust Fund	28,299,401				
Money Market Funds	8,504,694				
Certificates of Deposits	3,000,000				
Total Investments	45,829,875				
Demand Deposits	44,856,912				
Petty Cash	29,447				
Total	\$ 90,716,234				

The following is a summary of pension investments held by the City as of September 30, 2022:

Type	Fair Value	Maturities			
		1 Year or Less	1-5 Years	5-10 Years	10+ Years
Money Market Accounts	\$ 814,392	\$ 814,392	\$ -	\$ -	\$ -
Fixed income					
Mutual funds	9,172,279	418,267	3,577,703	4,549,982	626,327
Equities Mutual funds	23,991,728				
Real Estate Investment Trust	6,326,230				
Total Investments	\$ 40,304,629				

Interest Rate Risk—To mitigate interest rate risk, the City’s Investment Policy requires that the investment portfolio structure maturities to meet the City’s cash needs for ongoing operations and that operating funds be invested primarily in short-term securities. Of the total Cash and Investments outstanding at year-end, 90% have maturities of one year or less. The City’s policy requires that individual securities have maturities no greater than five years and two months. The Local Government Surplus Funds Trust Fund (Florida Prime) had a weighted average maturity of 21 days as of September 30, 2022. The Florida Municipal Investment Trust 0-2 Year High Quality Bond Fund has 0.70 year weighted average maturity and the 1-3 Year High Quality Bond Fund has 1.50 year weighted average maturity. The Pension Investment Policies do not restrict maturities.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

Credit Quality Risk—To mitigate credit risk, the City invests primarily in U.S. Federal Agency obligations and State of Florida Qualified Public Depositories, Florida Municipal Investment Trust 0-2 Year High Quality Bond Fund (\$1,666,628) and the 1-3 Year High Quality Bond Fund (\$3,264,650), which are AAAs/S1 and AAAs/S2 rated funds. The Local Government Surplus Funds Trust Fund (Florida Prime) is an AAAM money market fund. All Federal Agency Bonds held at year-end had AAA rating. All of these investments meet the criteria under the City's Pooled Investment Policy. Under that policy, the credit risk is mitigated by: (1) limiting investments to the safest types of securities; (2) pre-qualifying the financial institutions, broker/dealers, intermediaries and advisors with which any entity will do business; and (3) diversifying the investment portfolio so that the potential losses on individual securities will be minimized. The Pension Investment Policies restricts bond investments to investment grade quality. The pension funds do not have any direct investments in fixed income securities.

Custodial Risk—To mitigate custodial risk, broker/dealers must meet established capital requirements, as set forth by the Securities Exchange Commission, be registered in the State of Florida, provide proof of registration, complete a broker/dealer questionnaire, certify an understanding of the City's Pooled Investment Policy, and provide a copy of their most recent audit report. The FL SAFE and Florida Municipal Investment Trust separately issued financial statements can be found at flsafe.org and floridaleagueofcities.com. All pension assets are held by a third party.

Concentration of Credit Risk—The City's Investment Policy requires that investments be diversified by security type, maturity and institution. The allocation limits and security types do not apply to the investment of debt proceeds which have been invested in the FL SAFE investment fund. A maximum of 100% of available funds may be invested in United States Government Securities and the State Board of Administration's Local Government Surplus Funds Trust Fund. A maximum of 50% of available funds may be invested in non-negotiable interest bearing time certificates of deposit and money market funds. A maximum of 40% of available funds may be invested in intergovernmental investment pools. The Pension Investment Policies do not restrict individual investment concentrations. The Pension Fund investment policies restrict that not more than 5% of the plan's assets, at the time of purchase, shall be invested in the equities of one company, and restricts the value of bonds issued by any single corporation shall not exceed 3% of the total fund. At September 30, 2022, the three pension plans did not have any direct investments in equities or fixed income investments.

Investments in Entities that Calculate Net Asset Value Per Share

The fair values of investments in the pension trust funds are based on the investments' net asset value (NAV) per share (or its equivalent) of the City's ownership interest in the partners' capital. The real estate funds invest in a diversified real estate equity portfolio consisting primarily of high quality, well-leased real estate properties in multi-family, industrial, office, retail, and hotel sectors. Distributions from each fund will be received as the underlying investments of the funds are liquidated, which is expected to occur between 5 and 10 years. The individual investments that will be sold have not yet been determined. Because it is not probable that any specific individual investment will be sold, the fair value of each individual investment has been determined using the NAV per share (or its equivalent) of the pension trust fund's ownership interest in partners' capital.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

Note 3 - Capital Assets

Capital asset activity of governmental activities for the year ended September 30, 2022, was as follows:

	Beginning Balance *	Increases	Decreases	Ending Balance
Governmental Activities				
Capital Assets Not Being Depreciated:				
Land and Improvements	\$ 8,032,053	\$ 1,600	\$ -	\$ 8,033,653
Historical Art Collection	-	12,000	-	12,000
Construction in Progress	3,049,182	5,317,130	(1,136,735)	7,229,577
Total Capital Assets, Not Being Depreciated	11,081,235	5,330,730	(1,136,735)	15,275,230
Capital Assets, Being Depreciated:				
Buildings and Improvements	20,957,422	73,069	-	21,030,491
Infrastructure	38,687,405	1,188,435	-	39,875,840
Equipment, Furniture, Fixtures, and Vehicles	14,865,990	921,477	(1,060,063)	14,727,404
Media Collection	718,982	86,965	(55,343)	750,604
Right to Use Leased Buildings	205,061	-	-	205,061
Right to Use Leased Equipment	-	88,219	-	88,219
Total Capital Assets, Being Depreciated	75,434,860	2,358,165	(1,115,406)	76,677,619
Less Accumulated Depreciation/Amortization:				
Buildings and Improvements	(13,668,911)	(830,410)	-	(14,499,321)
Infrastructure	(18,592,257)	(1,346,261)	-	(19,938,518)
Equipment	(8,902,277)	(1,224,199)	1,001,565	(9,124,911)
Media Collection	(612,798)	-	12,029	(600,769)
Right to Use Leased Buildings	-	(69,299)	-	(69,299)
Right to Use Leased Equipment	-	(14,703)	-	(14,703)
Total Accumulated Depreciation/Amortization	(41,776,243)	(3,484,872)	1,013,594	(44,247,521)
Total Capital Assets Being Depreciated, Net	33,658,617	(1,126,707)	(101,812)	32,430,098
Governmental Activities Capital Assets, Net	\$ 44,739,852	\$ 4,204,023	\$ (1,238,547)	\$ 47,705,328

*The beginning balance above was restated by the addition of \$205,061 in the asset class Right to Use Leased Buildings due to the effects of implementing GASB Statement No. 87, *Leases* in 2022.

Depreciation expense was charged to the following functions/programs:

Depreciation Expense – Governmental Activities	
General Government and Administration	\$ 479,147
Public Safety	1,099,621
Transportation	707,798
Culture and Recreation	928,628
Capital Assets Held by the Internal Service	
Funds are Charged to the Various Functions:	
Based Upon Their Usage of the Assets	269,678
Total Depreciation Expense – Governmental Activities	\$ 3,484,872

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

Capital asset activity of business-type activities for the year ended September 30, 2022, was as follows:

*The beginning balance below was restated by the addition of \$180,245 in the asset class Right to Use Leased Buildings due to the effects of implementing GASB Statement No. 87, *Leases* in 2022.

	Beginning Balance *	Increases	Decreases	Ending Balance
Business-Type Activities				
Capital Assets, Not Being Depreciated:				
Land	\$ 7,457,272	\$ 256,575	\$ -	\$ 7,713,847
Construction in Progress	4,733,089	802,687	(1,026,064)	4,509,712
Total Capital Assets, Not Being Depreciated	12,190,361	1,059,262	(1,026,064)	12,223,559
Capital Assets, Being Depreciated:				
Buildings	19,381,572	-	-	19,381,572
Infrastructure	86,056,478	1,671,486	-	87,727,964
Equipment	4,631,941	650,730	-	5,282,671
Right to Use Leased Buildings	180,245	-	-	180,245
Right to Use Leased Equipment	-	7,154	-	7,154
Total Capital Assets, Being Depreciated	110,250,236	2,329,370	-	112,579,606
Less Accumulated Depreciation/Amortization:				
Buildings	(7,104,914)	(480,813)	-	(7,585,727)
Infrastructure	(44,566,707)	(2,943,256)	-	(47,509,963)
Equipment	(3,300,941)	(289,776)	-	(3,590,717)
Right to Use Leased Buildings	-	(90,122)	-	(90,122)
Right to Use Leased Equipment	-	(1,192)	-	(1,192)
Total Accumulated Depreciation/Amortization	(54,972,562)	(3,805,159)	-	(58,777,721)
Total Capital Assets Being Depreciated, Net	55,277,674	(1,475,789)	-	53,801,885
Business-Type Activities Capital Assets, Net	\$ 67,468,035	\$ (416,527)	\$ (1,026,064)	\$ 66,025,444

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

Depreciation Expense was charged to the following functions/programs:

Depreciation Expense – Business-Type	
Electric Utility	\$ 613,625
Water and Wastewater Utility	2,666,751
Sanitation	3,156
Stormwater Utility	521,627
Total Depreciation Expense – Business-Type	<u>\$ 3,805,159</u>

Note 4 - Long-Term Liabilities

Long-term liability activity for the year ended September 30, 2022, was as follows:

	Beginning Balance *	Additions	Reductions	Ending Balance	Due within One Year
Governmental Activities					
Revenue Bonds and Notes:					
Improvement Revenue,					
Bonds, 2011 (Direct Placement)	\$ 922,100	\$ -	\$ (301,500)	\$ 620,600	\$ 307,300
CRA Revenue Bond, 2013 (Direct Placement)	1,268,000	-	(170,000)	1,098,000	173,000
Capital Improvement					
Revenue Note, 2018 (Direct Borrowing)	1,350,000	-	(175,000)	1,175,000	180,000
Fire Protection Assessment					
Revenue Bonds, Series 2018	20,070,000	-	(405,000)	19,665,000	420,000
Premium	472,642	-	(79,053)	393,589	-
Discount	(241,400)	-	6,660	(234,740)	-
Capital Improvement Revenue					
Bonds, Series 2018	11,720,000	-	(230,000)	11,490,000	240,000
Premium	95,551	-	(21,355)	74,196	-
Discount	(171,472)	-	4,146	(167,326)	-
Total Revenue Bonds and Notes	<u>35,485,421</u>	<u>-</u>	<u>(1,371,102)</u>	<u>34,114,319</u>	<u>1,320,300</u>
Leases Payable	205,061	88,219	(80,268)	213,012	99,308
Financed Purchases:					
Police Vehicles	466,109	-	(466,109)	-	-
Police Radios	416,723	-	(56,223)	360,500	57,263
Enterprise Vehicles	312,183	-	(312,183)	-	-
Total Financed Purchases	<u>1,195,015</u>	<u>-</u>	<u>(834,515)</u>	<u>360,500</u>	<u>57,263</u>
Other Liabilities:					
Compensated Absences	1,455,264	2,402,840	(962,691)	2,895,413	778,984
Net Pension Liability	3,960,270	-	(3,771,783)	188,487	-
OPEB Liability	9,202,901	403,527	-	9,606,428	432,824
Total Other Liabilities	<u>14,618,435</u>	<u>2,806,367</u>	<u>(4,734,474)</u>	<u>12,690,328</u>	<u>1,211,808</u>
Governmental Activity					
Long-Term Liabilities	<u>\$ 51,503,932</u>	<u>\$ 2,894,586</u>	<u>\$ (7,020,359)</u>	<u>\$ 47,378,159</u>	<u>\$ 2,688,679</u>

*The beginning balance above was restated by the addition of \$205,061 in Leases Payable due to the effects of implementing GASB Statement No. 87, *Leases* in 2022.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

	Beginning Balance *	Additions	Reductions	Ending Balance	Due within One Year
Business-Type Activities					
Revenue Bonds:					
2006 Serial Bonds (Direct Placement)	\$ 2,310,000	\$ -	\$ (740,000)	\$ 1,570,000	\$ 770,000
Issuance Discount	(11,920)	-	7,922	(3,998)	-
Fair Value of Interest Swap	74,600	-	(42,023)	32,577	-
2014 Serial Bonds (Direct Placement)	6,821,000	-	(294,000)	6,527,000	152,000
WW351440 SRF Loan (Direct Borrowing)	1,702,902	-	(93,901)	1,609,001	94,654
DW351450 SRF Loan (Direct Borrowing)	1,407,409	-	(75,020)	1,332,389	75,933
WW351490 SRF Loan (Direct Borrowing)	2,025,404	-	(99,650)	1,925,754	100,709
DW3514A0 SRF Loan (Direct Borrowing)	1,143,080	486,901	(43,913)	1,586,068	74,032
WW351470 SRF Loan (Direct Borrowing)	1,658,721	484,354	(75,132)	2,067,943	98,795
Note Payable - LCBOCC	1,308,097	-	-	1,308,097	-
Total Revenue Bonds	18,439,293	971,255	(1,455,717)	17,954,831	1,366,123
Leases Payable	180,245	7,154	(88,381)	99,018	95,334
Other Liabilities:					
Compensated Absences	361,854	1,419,701	(1,075,848)	705,707	222,514
Net Pension Liability	610,435	-	(602,281)	8,154	-
OPEB Liability	2,833,038	98,539	-	2,931,577	105,693
Total Other Liabilities	3,805,327	1,518,240	(1,678,129)	3,645,438	328,207
Total Business-Type Activities	\$ 22,424,865	\$ 2,496,649	\$ (3,222,227)	\$ 21,699,287	\$ 1,789,664

*The beginning balance above was restated by the addition of \$180,245 in Leases Payable due to the effects of implementing GASB Statement No. 87, *Leases* in 2022.

Other Liabilities

Compensated absences and net pension liabilities are generally liquidated with resources from the fund that created the liability. Total Other Post Employment Obligations have been paid by the general and proprietary funds on a pay-as-you go basis, with allocations to the proper fund/department.

Capital Improvement Refunding Revenue Bonds, Series 2011

In 2011, the City issued Capital Improvement Refunding Revenue Bonds, Series 2011, (Series 2011 Bonds) through a direct placement in the amount of \$3,635,400, with a fixed interest rate of 1.95%. The proceeds were used to defease the 2001 Bonds and to pay issuance costs.

The Series 2011 Bonds are payable from a secured lien and pledge of the Florida Communications Services Tax Imposed pursuant to Section 203.01(1)(a)2, Florida Statutes and the public services tax pursuant to Section 166.2331, Florida Statutes. Annual principal and interest on the bonds are expected to require approximately 15% of such tax revenue and are payable through 2024. Principal and interest for the current year was \$319,481. Pledged revenues available for debt service totaled \$2,418,019 for the year. At year-end, pledged future revenues totaled \$638,811, which was equal to the amount of the remaining principal and interest on the bonds. There was no Federal arbitrage liability on these bonds at year-end.

CRA Redevelopment Revenue Note, Series 2013

In May 2013, the City issued CRA Redevelopment Revenue Note, Series 2013, (Series 2013 Note) through a direct borrowing in the amount of \$2,500,000, with a fixed interest rate of 2.17%. The proceeds were used to fund the Downtown Streetscape Project and to pay issuance costs.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

The Series 2013 Note is payable from a secured lien and pledge of the Community Redevelopment Agency revenues with a secondary pledge of public services tax pursuant to Section 166.2331, Florida Statutes. Annual principal and interest on the bonds are expected to require approximately 35% of such tax revenue and are payable through 2028. Pledged revenues available for debt service totaled \$649,500 for the year. At year-end, pledged future revenues totaled \$1,176,988, which was equal to the amount of the remaining principal and interest on the bonds. There was no Federal arbitrage liability on these bonds at year-end.

Capital Improvement Revenue Note, Series 2018

In August 2018, the City authorized Series 2018, Capital Improvement Revenue Note through a direct borrowing in the amount not to exceed \$4,000,000. The proceeds are to be used for financing the acquisition and improvement of surface lot parking projects. The note is a draw-down note. Proceeds of the 2018 Note may be drawn by the City on a monthly basis in minimum amounts of \$100,000 during the initial eighteen months of the 2018 Note. The City made an initial draw of \$865,000 on the date of issuance of the 2018 Note. During fiscal year 2020, the City made a second draw of \$650,000. The total principal and interest paid in the current year was \$223,330 with an estimated final maturity date of September 30, 2028. The interest rate is fixed at 3.58% for the term of the loan.

Capital Improvement Revenue Bonds, Series 2018

In November 2018, the City issued the Capital Improvement Revenue Bonds, Series 2018 in the amount of \$12,160,000. The issuance consists of \$3,935,000 of serial bonds with maturities beginning November 1, 2019 through November 1, 2032 at a fixed interest rate of 4% and \$8,225,000 of term bonds with maturity dates of November 1, 2035, November 1, 2038, November 1, 2043, and November 1, 2048 at a fixed rate of 4.0%. The Series 2018 bonds are payable from Non-Ad Valorem revenues budgeted and appropriated by the City for the purposes of payment of the debt service on the Series 2018 Bonds. The proceeds of the bonds are to be used to construct a public works building and for other municipal capital improvements as approved by the City Council. The Series 2018 Bonds maturing on or before November 1, 2028 are not subject to redemption prior to maturity. The Series 2018 Bonds maturing after November 1, 2028 are subject to redemption prior to their stated dates of maturity at the option of the City in whole or part, from such maturities selected by the City on November 1, 2028 or any date thereafter, at a redemption price equal to 100% of the principal amount and accrued interest to the date fixed for redemption and without premium. The Series 2018 (Term) Bonds maturing on November 1, 2035, 2038, 2043, and 2048 have mandatory redemptions beginning in 2033 and ending in 2043.

Fire Protection Assessment Revenue Bonds, Series 2018

In November 2018, the City issued the Fire Protection Assessment Revenue Bonds, Series 2018 in the amount of \$21,740,000. The issuance consists of \$7,885,000 of serial bonds with maturities beginning May 1, 2019 through May 1, 2033 at fixed interest rates of 2.50% to 5.00% and \$13,855,000 of term bonds with maturity dates of May 1, 2035, May 1, 2038, May 1, 2043, and May 1, 2048 at a fixed rates of 3.75% to 4.00%. The Series 2018 bonds are payable from and secured by a pledge of Fire Protection Special Assessment revenues. The proceeds of the bonds are to be used to construct three new fire station facilities and related capital improvements. The Series 2018 Bonds maturing on or before May 1, 2028 are not subject to redemption prior to maturity. The Series 2018 Bonds maturing after May 1, 2028 are subject to redemption prior to their stated dates of maturity at the option of the City in whole or part, from such maturities selected by the City on May 1, 2028 or any date thereafter, at a redemption price equal to 100% of the principal amount and accrued interest to the date fixed for redemption and without premium. The Series 2018 (Term) Bonds maturing on May 1, 2035, 2038, 2043, and 2048 have mandatory redemptions beginning in 2033 and ending in 2043.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

Annual principal and interest on the bonds are expected to require approximately 62% of such revenue and are payable through 2048. Principal and interest for the current year was \$1,244,463. At year-end, pledged future revenues totaled \$32,381,050, which was equal to the amount of the remaining principal and interest on the bonds. There was no Federal arbitrage liability due on these bonds at year-end.

Utility Bonds

The series 2006 Bonds were issued January 2006 in the amount of \$9,495,000 through a direct placement at a fixed rate of 3.74% to refund \$9,070,000 of outstanding Series 1998 Bonds, which matured in 2008. The net carrying amount is amount due at maturity, adjusted for issuance costs related to the old debt, as well as the deferred outflow associated with the derivative instrument that is an effective hedge on the new debt. Management expects that the net present value will provide a savings of over \$610,000 over the life of the new bonds.

The Series 2006 Bonds are payable from and secured by a pledge of and prior lien on the revenues derived from operations of the water and wastewater system. Annual principal and interest on the bonds are expected to require approximately 21% of such revenue and are payable through 2023. Principal and interest for the current year was \$812,556. At year-end, pledged future revenues totaled \$1,629,279, which was equal to the amount of the remaining principal and interest on the bonds. There was no Federal arbitrage liability due on these bonds at year-end.

The series 2014 Revenue Bonds were issued July 2014 in the amount of \$7,560,000 at a fixed rate of 2.95% for various water and wastewater projects. The Series 2014 Bonds are payable from and secured by a pledge of and lien on the revenues derived from operations of the water and wastewater system that is in parity with 2006 Bonds. Annual principal and interest on the bonds are expected to require approximately 19% of such revenue and are payable through 2029. Principal and interest for the current year was \$591,522. At year-end, pledged future revenues totaled \$7,393,651, which was equal to the amount of the remaining principal and interest on the bonds. There was no Federal arbitrage liability due on these bonds at year-end.

State Revolving Fund Loans – Florida Department of Environmental Protection

Clean Water – WW351440

During 2017, the City authorized a State Revolving Fund Loan (WW351440) through a direct borrowing to finance construction costs to construct wastewater collection, transmission and reuse transmission facilities as part of the approved U.S. 441/State Route 46 Intersection Utilities Line Location. The final principal amount of the loan is \$1,981,087. Principal and Interest payments are due semiannually beginning on October 15, 2018 and semiannually thereafter on April 15 and October 15 of each year until April 15, 2038. Interest is payable at a rate of 0.80%. Net Water, Sewer, and Reclaimed Water revenues are pledged as collateral for the loan. These pledged revenues are subordinate to the Water and Sewer Refunding Bond, Series 2006 and the Water and Sewer Revenue Note, Series 2014. Annual principal and interest on the loan is expected to require approximately 0.2% of such revenue and are payable through April 15, 2038. At year-end, pledged future revenue totaled \$1,717,385, which was equal to the current amount of principal and interest remaining on the loan.

Drinking Water – DW351450

During 2017, the City authorized a State Revolving Fund Loan (DW351450) through a direct borrowing to finance construction costs to construct water line improvements as part of the approved State Route 46 Utilities Extension. The final principal amount of the loan is \$1,591,757. Principal and Interest payments are due semiannually beginning on October 15, 2018 and semi-annually thereafter on April 15 and

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

October 15 of each year until April 15, 2037. Interest is payable at a rate of 1.21%. Net Water, Sewer, and Reclaimed Water revenues are pledged as collateral for the loan. These pledged revenues are subordinate to the Water and Sewer Refunding Bond, Series 2006 and the Water and Sewer Revenue Note, Series 2014. Annual principal and interest on the loan is expected to require approximately 0.2% of such revenue and are payable through April 15, 2038. At year-end, pledged future revenue totaled \$1,469,933, which was equal to the amount of principal and interest remaining on the loan.

Clean Water – WW351490

During 2019, the City received a State Revolving Fund Loan (WW351490) through a direct borrowing with a maximum loan amount of \$2,371,690 to finance construction costs related to the Mount Dora Apopka Reclaimed Water Interconnect. The City received \$1,397,136 of proceeds during fiscal year 2019 and drew down \$741,690 during fiscal year 2020 for a total of \$2,138,826. Principal and Interest payments are due semiannually beginning on June 15, 2020 and semiannually thereafter on June 15 and December 15 of each year until December 15, 2039. Interest is payable at a rate of 1.06%. Net Water, Sewer, and Reclaimed Water revenues are pledged as collateral for the loan. These pledged revenues are subordinate to the Water and Sewer Refunding Bond, Series 2006 and the Water and Sewer Revenue Note, Series 2014. Annual principal and interest on the bonds are expected to require approximately 0.2% of such revenue and are payable through 2040. At year-end, pledged future revenue totaled \$2,114,972 which was equal to the amount of principal and interest remaining on the loan.

Clean Water – WW351470

During 2018, the City executed a State Revolving Fund Loan (CW351470) through a direct borrowing with a maximum loan amount of \$2,727,681 to finance construction costs related to the City of Mount Dora US 441 Utility Relocation Project. The City received \$669,341 of proceeds during fiscal year 2020 and drew down \$989,380 during fiscal year 2021 and \$477,098 during fiscal year 2022. Principal and Interest payments will be due semiannually beginning on May 15, 2021 and semiannually thereafter on June 15 and December 15 of each year until December 15, 2041. Interest will be payable at a rate of 1.06%. Net Water, Sewer, and Reclaimed Water revenues are pledged as collateral for the loan. These pledged revenues are subordinate to the Water and Sewer Refunding Bond, Series 2006 and the Water and Sewer Revenue Note, Series 2014. Once the drawn is fully drawn down expected principal to be repaid is \$2,727,681. Annual principal and interest on the bonds are expected to require approximately 0.25% of such revenue and are payable through 2041. At year-end, pledged future revenue totaled \$2,288,628 which was equal to the amount of principal drawn as of September 30, 2022.

Drinking Water – DW3514A0

During 2019, the City executed a State Revolving Fund Loan (DW3514A0) through a direct borrowing with a maximum loan amount of \$1,662,973 to finance construction costs related to the City of Mount Dora US 441 Utility Relocation Project. The City received \$615,567 of proceeds during fiscal year 2020, drew down \$527,513 in fiscal year 2021, and drew down \$486,901 in fiscal year 2022. Principal and Interest payments will be due semiannually beginning on June 15, 2021 and semiannually thereafter on June 15 and December 15 of each year until 2041. Interest will be payable at a rate of 1.31%. Net Water, Sewer, and Reclaimed Water revenues are pledged as collateral for the loan. These pledged revenues are subordinate to the Water and Sewer Refunding Bond, Series 2006 and the Water and Sewer Revenue Note, Series 2014. Once the drawn is fully drawn down expected principal to be repaid is \$1,662,973. Annual principal and interest on the bonds are expected to require approximately 0.25% of such revenue and are payable through 2041. At year-end, pledged future revenue totaled \$1,796,796 which was equal to the amount of principal drawn as of September 30, 2022.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

Note Payable - Lake County

The City entered into an agreement Lake County Board of County Commissioners for a Florida Job Growth Infrastructure Grant. The grant was for completion of a master lift station at Round Lake Road to service the Wolf Branch Innovation District. This note payable has a 10 year term. The City has opted to repay the balance at the end of the 10 years. The balance of the loan at fiscal year-end is \$1,308,097.

Default Provisions

The outstanding notes from direct borrowings and direct placements contain provisions (as noted in bond resolutions) that in an event of default, may require the entire unpaid principal and interest amounts to become immediately due, acceleration of principal and interest payments, or other remedies as determined by a court.

Derivative Instruments

Simultaneous to the issuance of the Series 2006 Bonds, the City entered into a pay-fixed receive variable interest rate swap, a derivative instrument, in order to fix the rate on the bonds at 3.74%. The bonds carry a variable interest rate that changes monthly based as described below. Because the swap variable rate and all other relevant terms are the same as the bonds, the pay-fix interest rate swap rate does not vary. Accordingly, the derivative instrument is considered effective for financial reporting purposes. The interest rate swap is recorded at fair value as a liability of the Water and Wastewater Fund with a corresponding Deferred Outflow.

The fair value balance and notional amount of the derivative instrument outstanding as of September 30, 2022, classified by type, and the change in fair value of the derivative instrument for the year then ended as reported in the 2022 financial statement is as follows (rounded):

	Changes in Fair Value		Fair Value at September 30, 2022		Notional
	Classification	Amount	Classification	Amount	
Business-Type Activities					
Cash Flow Hedge:					
Pay-Fixed Interest	Deferred				
Rate Swap	Outflow	\$ 42,023	Debt	\$ (32,577)	\$ 1,570,000

The fair value of the interest rate swap was estimated using the estimated price or spread level at which an agent for the City might find liquidity for a round lot transaction within the relevant market. Valuations are based in part upon historical cash and asset information furnished to our agent by third parties.

The City's objective and terms of the hedging derivative instrument as of September 30, 2022, was as follows:

Type:	Pay-fixed Interest Rate Swap – Counterparty Credit Rating: A/A2
Objective:	To Provide a Fix Rate on the Series 2006 Bonds
Original Notional Amount:	\$9,495,000 – Current Notional Amount: \$1,570,000
Date of Agreement:	September 21, 2005 – Effective Date: January 17, 2006
Maturity Date:	October 1, 2023 – Adjustment Period: First of Each Month
Terms:	Pay 3.74% Fixed Rate with the Variable Rate at 63.7% of London Interbank Offered Rate (LIBOR) plus 0.55% and the Variable Rate of the Interest Rate is the Same as the Bonds

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Risks

Credit Risk—The agreement is subject to termination if there is a credit event due to merger or bankruptcy of either party. In such event close-out netting provision permits the non-defaulting party to terminate the agreement and pay or receive a single amount.

The fair value of the hedging derivative was negative \$32,577 as of September 30, 2022. This is the maximum liability that the City would have if there was an early termination of the bond agreement.

Interest Rate Risk—The City is exposed to interest rate risk on the hedging instrument. A pay-fix interest rate swap, the amount that may be payable due to early termination, will increase or decrease in direct relationship to the change in the LIBOR rate.

Basis Risk—The City is exposed to basis risk with this pay-fix interest rate swap only if there is an early termination. The amount of risk is dependent on the prevailing current market rate at that time.

Termination Risk—The City may terminate the pay-fix interest rate swap at any time and be subject to pay or receive payment based upon Net Settlement Amount equal to the market value of the derivative.

Rollover Risk—The City has no rollover risk as the derivative instrument has an identical maturity date to that of the outstanding bonds.

The following is a schedule of bonds and notes outstanding at September 30, 2022:

<u>Description of the Bonds</u>	<u>Purpose of the Issue</u>	<u>Amount Issued</u>	<u>Amount Outstanding</u>	<u>Interest Rate</u>
Governmental Activities				
Revenue Bonds and Notes:				
Improvement Revenue				
Refunding Bonds,				
Series 2011	Refunding	\$ 3,635,400	\$ 620,600	1.95%
CRA Revenue Note,				
Series 2013	Improvements	2,500,000	1,098,000	2.17%
Capital Improvement				
Revenue Note 2018	Improvements	1,515,000	1,175,000	4.00%
Fire Protection Assessment				
Revenue Bonds, Series 2018	Improvements	21,740,000	19,665,000	2.50% -5.00%
Capital Improvement Revenue				
Bonds, Series 2018	Improvements	<u>12,160,000</u>	<u>11,490,000</u>	4.00%
Total Bonds		<u>41,550,400</u>	<u>34,048,600</u>	
Financed Purchases:				
Bancorp	Police Vehicles	972,115	-	N/A
Lake County BOCC	Police Radios	511,460	360,500	N/A
Enterprise	City Fleet	639,354	-	N/A
Total Governmental Activities		<u>\$ 43,673,329</u>	<u>\$ 34,409,100</u>	

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

<u>Description of the Bonds</u>	<u>Purpose of the Issue</u>	<u>Amount Issued</u>	<u>Amount Outstanding</u>	<u>Interest Rate</u>
Business-Type Activities				
Revenue Bonds:				
Utility Revenue Bonds, Series 2006	Refunding	\$ 9,495,000	\$ 1,570,000	3.74%
Utility Revenue Bonds, Series 2014	Improvements	7,560,000	6,527,000	2.95%
WW351440 SRF Loan	Improvements	1,981,087	1,609,001	1.21%
DW351450 SRF Loan	Improvements	1,591,322	1,332,389	1.21%
DW351490 SRF Loan	Improvements	1,397,136	1,925,754	1.06%
WW351470 SRF Loan	Improvements	2,143,075	2,067,943	1.06%
DW3514A0 SRF Loan	Improvements	1,629,981	1,586,068	1.31%
Lake County BOCC	Job Growth Grant	1,308,097	1,308,097	0.00%
Total Business-Type Activities		<u>\$ 27,105,698</u>	<u>\$ 17,926,252</u>	

Debt service to maturity on the City's bonded indebtedness, and note payables are as follows:

<u>Year Ending September 30,</u>	<u>Governmental-Type Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2023	\$ 1,320,300	\$ 1,355,123
2024	1,365,300	1,312,311
2025	1,086,000	1,267,916
2026	1,130,000	1,228,364
2027	1,174,000	1,187,068
2028-2032	4,873,000	5,254,856
2033-2037	5,555,000	4,152,125
2038-2042	6,765,000	2,941,100
2043-2047	8,240,000	1,464,400
2048-2052	2,540,000	102,200
Total	<u>\$ 34,048,600</u>	<u>\$ 20,265,463</u>

<u>Year Ending September 30,</u>	<u>Business-Type Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2023	\$ 1,366,123	\$ 325,583
2024	2,235,899	274,650
2025	1,469,728	225,317
2026	1,504,610	190,020
2027	1,540,546	153,770
2028-2032	5,950,796	348,560
2033-2037	2,525,533	149,893
2038-2042	1,333,017	28,417
Total	<u>\$ 17,926,252</u>	<u>\$ 1,696,210</u>

Conduit Debt

Periodically, the City will issue conduit debt to fulfill a public need or purpose. These obligations are not reported as liabilities in the financial statements as the City is not obligated in any manner for repayment of the debt. In April 2017, the City authorized the issuance of \$6,250,000 of conduit bonds under the authority of the Florida Statutes, Part II Chapter 159 for Christian Home and Bible School, Inc., who is solely responsible for the debt, issuance costs and all debt payments. The 2017 bonds issued have a final maturity on May 3, 2027. There was \$5,394,881 outstanding as of September 30, 2022.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Financed Purchases and Leases Payable

Financed Purchases

The City entered into a finance purchase agreement for financing police radio equipment with Lake County Board of County Commissioners. The assets acquired through the police radio equipment financing total \$469,800.

The police radio equipment future minimum obligations and the net present value of these payments as of September 30, 2022, were as follows:

<u>Year Ending September 30,</u>	<u>Governmental Activities</u>
2023	\$ 63,933
2024	63,933
2025	63,933
2026	63,933
2027	63,933
2028	<u>63,933</u>
Total Minimum Payments	383,598
Amounts Representing Interest	<u>(23,098)</u>
Present Value of Minimum Payments	<u>\$ 360,500</u>

The City had financed purchases for police vehicles and fleet vehicles that were paid off during the fiscal year.

Leases Payable

The City enters into noncancelable lease agreements for the right to use land, buildings and equipment throughout its operations. When the City is the lessee, the contracts result in recognition of a right-to-use intangible asset that is offset by a corresponding lease liability. Lease intangible assets are reported with capital assets and lease payables are reported with long term liabilities on the government-wide and proprietary fund financial statements. At commencement of a lease when the City is the lessee, the City initially measures the lease liability at present value of total payments over the lease term. The lease asset is measured as the value of the lease liability, adjusted for any prepayments, plus certain initial direct costs. Estimates and judgments are sometimes made when determining the discount rate and overall lease term. The City monitors its leases for significant changes in circumstances that warrant a remeasurement of the lease liability and associated intangible asset.

The City is the lessee of land, buildings and equipment in several departments. The City has two leases for land and buildings with monthly rental payments of \$10,439 and annual payment of \$32,669. The leases run through 2023 and 2025. The City's leases payable at September 30, 2022 is \$213,012 for governmental activities and \$99,018 for business-type activities.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Future debt service payments at September 30 are as follows:

<u>Year Ending September 30,</u>	<u>Governmental-Type Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2023	\$ 99,308	\$ 6,321
2024	62,914	3,000
2025	50,790	535
Total	<u>\$ 213,012</u>	<u>\$ 9,856</u>

<u>Year Ending September 30,</u>	<u>Business-Type Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2023	\$ 95,334	\$ 2,225
2024	2,431	103
2025	1,253	15
Total	<u>\$ 99,018</u>	<u>\$ 2,343</u>

Defeased Debt

There is no outstanding defeased debt.

Note 5 - Interfund Balances and Transfers

Interfund balances at September 30, 2022, are as follows:

<u>Receivable Funds</u>	<u>Payable Fund</u>	<u>Amount</u>
General Fund	Impact Fees Fund	\$ 784,943
General Fund	Sanitation Fund	159,753
Total		<u>\$ 944,696</u>

In 2010, the City Council passed Resolution 2010-16, which authorized long-term interfund loans from the General Fund to the Impact Fees Fund. The other interfund payables are temporary advances from the general to the respective funds due to timing differences. The other interfund payables/receivables are expected to be repaid in the next fiscal year.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

Interfund transfers during 2021-22 were made as follows:

<u>Fund</u>	<u>Transfers in</u>	<u>Transfers (out)</u>
Major Funds		
General Fund	\$ 4,708,513	\$ 3,617,787
Fire Assessment Fund	-	6,211,840
Other Capital Projects	6,373,745	-
Electric Utility Fund	500,000	1,466,628
Water and Wastewater Utility Fund	-	2,516,988
Stormwater Utility Fund	-	744,230
Non-Major Funds		
Special Revenue Funds	1,069,013	2,146,253
Debt Service Fund	1,644,708	-
Internal Service Funds	<u>6,352,391</u>	<u>3,944,644</u>
Total	<u>\$ 20,648,370</u>	<u>\$ 20,648,370</u>

The enterprise funds transfer money to the General Fund based upon a calculation of the estimated amount of taxes and investment returns that would be expected to be received by the general government if the utilities were privately owned. The Fleet Maintenance and Warehouse Fund transferred operations to the Warehouse and Vehicle Replacement Fund. The NECRA transferred money to the debt service fund to cover debt service. The Capital Projects Fund received transfers from the Fire Assessment and other Special Revenue funds to cover the costs of City construction projects.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Note 6 - Restricted Net Position

	Restricted For							
	Capital Improvements	Community Redevelopment	Building Inspections	Law Enforcement	Debt Service	Fire Protection	Perpetual Care	Total Funds
Governmental Activities	\$ 7,517,116	\$ 4,245,498	\$ 3,055,755	\$ 21,220	\$ 484,529	\$ 254,478	\$ 263,640	\$ 15,842,236
Business-Type Activities	9,059,646	-	-	-	923,635	-	-	9,983,281
	\$ 16,576,762	\$ 4,245,498	\$ 3,055,755	\$ 21,220	\$ 1,408,164	\$ 254,478	\$ 263,640	\$ 25,825,517

Note 7 - All Requirements for Electric Service/Purchased Electric Power Cost Agreement

In March 2020, the Council approved an all-requirements purchase agreement with the Orlando Utilities Commission for the purchase of power for the City's electric utility. The agreement was effective on January 1, 2021 and is set to run until January 1, 2028.

Note 8 - Agreement for Exclusive Right to Collect Refuse

On August 18, 2013, the City Council approved a new agreement with Waste Management, Inc. The agreement grants exclusive rights to Waste Management, Inc. to collect refuse within the City, commenced on October 1, 2013, subject to termination upon default. The contract is for seven years and may be extended for an additional five-year term.

The City continues to bill and collect from sanitation customers. The City retains 20% of the current sanitation rate billed per month for each customer as revenue in the sanitation fund for operational costs. A 10% franchise fee is collected and recognized in the general fund. Waste Management, Inc. has furnished the City with a performance bond in the amount of \$250,000 insuring the faithful performance of the agreement. In addition, a liability policy naming the City as an additional insured in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate has been obtained.

Note 9 - Other Postemployment Benefits

The City provides, through annual City Council appropriation, for eligible retirees and dependents. The Plan is a single employer plan and postemployment benefits are funded for by the general and enterprise funds on a "pay-as-you-go" basis. Stand-alone financial reports are not issued. In addition, the City provides health insurance coverage to terminated employees in accordance with the COBRA law. These COBRA benefits are provided at a limited cost by the City, since the former employees reimburse the City for the full estimated premium allowed by law.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

The City contributes either 50% or 100% of the active health insurance premium for certain groups of retirees with at least 10 years of service on September 30, 2003 and who were participating in the City's group insurance plan. For those employees hired prior to April 15, 2003 with less than 10 years of service on September 30, 2003, the City contributes 2.5% for each year of service toward the retiree premium in the City's group insurance up to 75% for normal retirees and 50% for early retirees. Pursuant to Section 112.01, Florida Statutes, the City is required to permit participation in the health insurance program by retirees and their eligible dependents, at a cost to the retirees that is no greater than the cost at which coverage is available for active employees. The City also contributes 100% of the active life insurance premium for normal retirees with at least 10 years of service on September 30, 2003 and participating in the City's group life insurance plan. Life insurance coverage is available up to \$5,000 and may be purchased by the retiree at the active premium rate. The City currently has no plans to fund the Unfunded Actuarial Accrued Liability.

Membership Information

The following table provides a summary of the number of participants in the plan as of September 30, 2020 (the latest valuation date).

Active Participants	195
Retirees, Beneficiaries, and Disabled Members	52
Total Plan Members	<u>247</u>

Total OPEB Liability – The City's Total OPEB Liability was measured as of September 30, 2021. The City's total OPEB liability as of September 30, 2022 (reporting date) was \$12,538,005.

Changes in the Total OPEB Liability

Total OPEB Liability,	
Beginning of Year	\$ 12,035,939
Service Cost	372,280
Interest on Total OPEB Liability	292,775
Difference Between Expected and Actual Experience	-
Changes of Assumptions and Other Inputs	356,795
Benefit Payments	<u>(519,784)</u>
Net Change in Total OPEB Liability	<u>502,066</u>
Total OPEB Liability, End of Year	<u>\$ 12,538,005</u>

Changes of Assumptions

The changes of assumptions reflect a change in the discount rate from 2.41% for the reporting period ended September 30, 2021, to 2.19% for the reporting period ended September 30, 2022.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

The health coverage acceptance assumption remained at 50% for those hired prior to April 15, 2003. For those hired on or after April 15, 2003, health coverage acceptance assumption remained at 20%.

The mortality rates were those used in the July 1, 2020 actuarial valuation of the Florida Retirement System (FRS). Mortality assumptions were developed in a statewide experience study conducted by the FRS covering the period 2013 through 2018. For more information regarding these rates, refer to the July 1, 2020 actuarial valuation of the Florida Retirement System.

The City's OPEB liability was rolled forward twelve months from the actuarial valuation date to the measurement date using standard actuarial techniques.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following table presents the total OPEB liability of the City as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate:

	1% Decrease 1.19%	Current Discount Rate 2.19%	1% Increase 3.19%
Total OPEB Liability	\$ 14,387,011	\$ 12,538,005	\$ 11,038,801

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower or one percentage point higher than the current healthcare cost trend rates:

	1% Decrease	Current Healthcare Cost Trend Rate Assumption	1% Increase
Total OPEB Liability	\$ 10,911,529	\$ 12,538,005	\$ 14,548,836

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the fiscal year ended September 30, 2022, the City recognized OPEB expense of \$(552,533). At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ -	\$ 305,568
Changes of Assumptions	952,893	4,347,183
Benefits Paid After Measurement Date	538,517	-
Total	<u>\$ 1,491,410</u>	<u>\$ 4,652,751</u>

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

Of the total amount reported as deferred outflows of resources related to OPEB, \$538,517 resulting from benefits paid subsequent to the measurement date and before the end of the fiscal year will be included as a reduction of the total OPEB liability in the year ended September 30, 2023. Other amounts reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending September 30,	Amount
2023	\$ (1,217,588)
2024	(1,217,588)
2025	(373,843)
2026	(590,561)
2027	(332,713)
Thereafter	32,435
Total	<u><u>\$ (3,699,858)</u></u>

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of the valuation and the historical pattern of sharing benefit costs between the employer and plan members. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

Actuarial methods and assumptions include the following:

Actuarial Valuation Date:	September 30, 2020
Measurement Date:	September 30, 2021
Reporting Date:	September 30, 2022
Actuarial Cost Method:	Entry Age Normal Cost
Inflation Rate:	2.25%
Discount Rate:	2.19%
Projected Salary Increases:	5.50%-6.00%
Retirement Age:	Retirement ages follow the pension plan retirement ages as described in Note 12.
Mortality:	Mortality rates are the same as used in the July 1, 2020 actuarial valuation of the Florida Retirement System. These rates were taken from adjusted Pub-2010 mortality tables published by the Society of Actuaries with generational mortality improvements using Scale MP-2018. Adjustments to referenced tables are based on the results of a statewide experience study covering the period 2013 through 2018.

Discount Rate

Given the City's decision not to fund the program, all future benefit payments were discounted using a high-quality municipal bond rate of 2.19%. The high-quality municipal bond rate was based on the week closest but not later than the measurement date of the Bond Buyer 20-Bond Index as published by the Federal Reserve. The 20-Bond Index consists of 20 general obligation bonds that mature in 20 years. The average rating of the 20 bonds is roughly equivalent to Moody's Investors Services' Aa2 rating and Standard & Poor's AA.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

COMPONENTS OF OPEB EXPENSE
(For the Year Ended September 30, 2022)

	Total OPEB Liability	Deferred Inflows	Deferred Outflows	OPEB Expense
Beginning Balance	\$ 12,035,939	\$ 6,141,119	\$ 1,396,930	\$ -
Employer Contributions Made After September 30, 2021	-	-	528,249	(528,249)
Total OPEB Liability Factors				
Service Cost	372,280	-	-	372,280
Interest	292,775	-	-	292,775
Current Year Amortization of Experience Difference	-	(1,488,368)	(270,780)	(1,217,588)
Change in Assumptions About Future Economic or Demographic Factors or Other Inputs	356,795	-	356,795	-
Benefit Payments	(519,784)	-	(519,784)	-
Net Change	502,066	(1,488,368)	94,480	(1,080,782)
Ending Balance	\$ 12,538,005	\$ 4,652,751	\$ 1,491,410	\$ (1,080,782)

Note 10 - Uncertainties

The City participates in a number of Federal and State programs funded by grants received from other governmental units. Expenditures financed by grants are subject to audit by the grantor. The City believes that disallowed expenditures discovered in subsequent audits, if any, will not have a material effect on any individual fund or the overall financial position of the City.

Note 11 - Risk Management and Litigation

The City is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters, which the City carries commercial insurance. The City has effectively managed risks through insurance coverage subject to coverage limits from commercial insurance companies. For each of the past three fiscal years, no losses in excess of the insurance coverage have occurred. There have been no significant reductions in coverage limits from prior years.

Insurance against losses are provided through various commercial carriers for the following:

- General Liability
- Property
- Automobile
- Police Professional
- Fire Legal Liability
- Boiler and Machinery Liability
- Pollution Liability
- Accidental Death and Dismemberment
- Group Health (Partially Self-insured)
- Employee Dishonesty
- Emergency Medical Treatment

In 2010, the City established a limited risk management program to help contain rising health insurance costs. The program consists of purchasing an aggregate stop loss and individual maximum claims reinsurance policies with the City being responsible for the claims not covered by the policies. Premiums are charged to each fund and department based upon the individuals selection of coverage. Then the employees are charged for a portion of individual or family coverage. The premiums collected are then deposited into the internal service fund called Self-Insurance fund. All administrative, networks, insurance and claims costs are charged to the fund. If there were to be a shortage, then the excess would be charged to each fund and department based upon their portioned share.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Liabilities of the fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs) based the estimated claims incurred as of September 30 and offset by any estimated recovery from the excess insurance. The results of the process to estimate the claims liability is not an exact amount as it depends on timing of claims being reported and processed through the system. During the year, the excess individual insurance policy covers claims in excess of \$90,000, while aggregate covers total claims in excess of \$1,000,000.

	September 30, 2022	September 30, 2021
Unpaid Claims, Beginning of Fiscal Year	\$ 121,000	\$ 566,256
Incurring Claims (Including IBNRs)	1,591,540	1,443,226
Claims Payments	(1,601,540)	(1,888,482)
Unpaid Claims, End of Fiscal Year	<u>\$ 111,000</u>	<u>\$ 121,000</u>

Note 12 - Defined-Benefit Pension Plans

Plan Descriptions and Contribution Information

The City maintains three separate single-employer pension defined benefit plans for police officers, firefighters, and general employees that cover substantially all full-time Police and Fire employees and most full-time General Employees hired before October 1, 2010. These plans are maintained as Pension Trust Funds, utilize the accrual basis of accounting and are included as part of the City's reporting entity. State law requires contributions to be determined by actuarial studies at least every three years. The City elects to have actuarial studies conducted annually. Stand-alone financial reports are not issued.

Investments are reported at fair value and are managed by third party money managers. The City's independent custodian and the individual money managers price each instrument (using various third party pricing sources) and reconcile material differences. Investments that do not have an estimated market are reported at estimated fair value. Performance reporting, manager fees and the City's asset valuations are based on the custodian's determination of the fair value.

Membership of each plan consisted of the following at October 1, 2020, the date of the latest actuarial valuation:

	<u>General Employees</u>	<u>Police Officers</u>	<u>Firefighters</u>	<u>Total</u>
Retirees and Beneficiaries receiving Benefits	92	18	17	127
Inactive, Non-Retired (including, members with frozen benefits)	45	18	3	66
Active Plan Members with continuing benefit Accruals	5	44	36	85

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

■ **General Employees' Retirement Plan**

● **Plan Description**

The General Employees' Retirement Plan (GERP) provides retirement, death and disability benefits to plan members and their beneficiaries. The GERP is a defined-benefit pension plan formed under authority of Florida Statutes, Chapter 112, covering substantially all full-time employees hired before October 1, 2010, who are not classified as full-time sworn police officers or firefighters. It is not subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The City Council has the authority to establish and amend the benefit provisions of the plan. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. On September 21, 2010, the City council passed Ordinance 2010-14, which materially changed the number of employees eligible for the Plan. Only employees with seven years of service and age 55 or older (15 members) as of September 30, 2010 and non-certified employees of the Police Union (8 members) continued to participate in the plan after October 1, 2010. On March 6, 2012 the plan was closed to non-certified employees of the Police Union. All future employees participate in a defined contribution plan. On April 17, 2012, the definition of pensionable earnings was changed to exclude overtime pay earned in excess of 300 hours after March 6, 2012. The Plan is administered by five trustees. The Mayor or City Manager is one trustee, three are elected by the membership and the fifth trustee is selected by a majority of the other four trustees.

● **Contributions**

None are required for members hired prior to October 1, 1985, while 7.14% of pay for additional benefits provided to contributing members (optional for members hired prior to October 1, 1985, and mandatory for all subsequent members). City contributions are required for the remaining amount necessary to fund annual normal costs and amortization of the unfunded actuarial accrued liability.

● **Investments**

Investment Policy—The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the trustees by a majority vote of its members. It is the policy of the Plan to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of distinct asset classes. The pension plan's investment policy discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. The following was the Board's adopted asset allocation policy as of September 30, 2022:

<u>Asset Class</u>	<u>Target Allocation</u>
Domestic Equity	45%
International Equity	15%
Broad Based Fixed Income	20%
Global Fixed Income	5%
TIPS Fixed Income	5%
Real Estate	10%
Total	<u><u>100%</u></u>

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Concentration of Credit Risk—See Note 2

Rate of Return—For the year ended September 30, 2022, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was -10.62% percent.

■ **Police Officers' Retirement Plan**

● **Plan Description**

The Police Officers' Retirement Plan (PORP) provides retirement, death and disability benefits to plan members and their beneficiaries. The PORP is a defined-benefit pension plan covering all regular sworn police officers employed by the City. It is not subject to the provisions of ERISA. The PORP is modeled after Florida Statutes, Chapter 185, as amended by City Ordinance. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. The Plan is administered by five trustees. The City Council selects two trustees, two are elected by the membership and the fifth trustee is selected by a majority of the other four trustees.

● **Contributions**

Plan members are required to contribute 7.55% of their annual covered salary. The State of Florida collects and remits proceeds from a 1% excise tax levied on insurance premiums within the City limits. The City contributes the proceeds from the State and an additional amount equal to the actuarially-determined amount each year. The State contribution is recognized when received, which was \$142,224 for fiscal year 2022.

● **Investments**

Investment Policy—The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the trustees by a majority vote of its members. It is the policy of the Plan to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of distinct asset classes. The pension plan's investment policy discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. The following was the Board's adopted asset allocation policy as of September 30, 2022:

<u>Asset Class</u>	<u>Target Allocation</u>
Domestic Equity	45%
International Equity	15%
Broad Based Fixed Income	20%
Global Fixed Income	5%
TIPS Fixed Income	5%
Real Estate	10%
Total	<u>100%</u>

Concentration of Credit Risk—See Note 2

Rate of Return—For the year ended September 30, 2022, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was -12.79% percent.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

■ **Firefighters' Retirement Plan**

● **Plan Description**

The Firefighters' Retirement Plan (FRP) provides retirement, death and disability benefits to plan members and their beneficiaries. The FRP is a defined-benefit pension plan covering all certified full-time and volunteer firefighters. It is not subject to the provisions of the ERISA. The FRP is modeled after Florida Statutes, Chapter 175, as amended by City Ordinance. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Ordinance 2014-02, adopted on March 18, 2014 increased the retirement options with social security plus lump sum options and allowed purchase of prior military and firefighter service at full calculated actuarial cost. There was no financial impact from these changes. The Plan is administered by five trustees. The City Council selects two trustees, two are elected by the membership and the fifth trustee is selected by a majority of the other four trustees.

● **Contributions**

Plan members are required to contribute 6.99% of their annual covered salary. The State of Florida collects and remits proceeds from a 1% excise tax levied on insurance premiums within the city limits. The City contributes the proceeds from the State and the additional amount equal to the actuarially-determined amount each year. The State contribution is recognized when received, which was \$124,382 for fiscal year 2022.

● **Investments**

Investment Policy—The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the trustees by a majority vote of its members. It is the policy of the Plan to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of distinct asset classes. The pension plan's investment policy discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. The following was the Board's adopted asset allocation policy as of September 30, 2022:

<u>Asset Class</u>	<u>Target Allocation</u>
Domestic Equity	45%
International Equity	15%
Broad Based Fixed Income	20%
Global Fixed Income	5%
TIPS Fixed Income	5%
Real Estate	10%
Total	<u>100%</u>

Concentration of Credit Risk—See Note 2

Rate of Return—For the year ended September 30, 2022, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was -11.55% percent.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Deferred Retirement Option Program (DROP)

For all three plans, when a member reaches normal retirement age, they may elect in writing to participate in the DROP for a maximum of five years. Participants receive a credit equal to the monthly calculated pension amount plus quarterly interest on the average monthly balance. There were no current participants in either the GERP or PORP. The balance of the DROP for the FRP is \$104,171.

Other Pension Information

The annual required contribution for the current year was determined as part of the actuarial valuation, as indicated. The assumptions do not include other post-retirement benefits, which are not funded under the pension plans.

Actuarial Valuation, October 1*	2020	2020	2020
	General	Police	
	Employees'	Officers'	Firefighters'
Actuarial Valuation Method -			
Entry Age Normal (E.A.N.)	E.A.N.	E.A.N.	E.A.N.
Discount Rate	6.50%	7.25%	7.00%
Rate of Return	6.50%	7.25%	7.00%
Projected Salary Increase	6.00%	6.00%-12.5%	5.50%
Inflation Rate	2.50%	2.5%	2.50%
Cost-of-living Adjustment	N/A	N/A	N/A
Mortality Table	PUB-2010	PUB-2010	PUB-2010

*Actuarial valuation date of October 1, 2020.

As permitted by GASB Statement No. 68, the City elected to use a measurement date to value the net pension liability and related deferred inflows and outflows as of September 30, 2021, one year prior measurement date. The actuarial value of assets was determined using a five-year smoothed market for the all Plans. The excess of the actuarial value of assets over the actuarial accrued liabilities is being amortized using the level dollar method for the GERP and is not applicable for the PORP and FRP. The remaining amortization period at October 1, 2018, is eleven years for the GERP and is closed. For actuarial calculation, administrative expenses are assumed to be the average of actual expenses over the previous two years. Actuarial valuations involve estimates and assumptions about events far in the future and are subject to continual revisions. The actuarial valuations reflect long-term perspective and are designed to reduce short-term volatility. The Aggregate Actuarial Cost Method used by the Police Officers' and Firefighters' Retirement Plans does not identify or separately amortize unfunded actuarial accrued liabilities, information about the funded status and funding progress is presented using the entry age actuarial cost method and the information presented is intended to serve as a surrogate for the funded status and funding progress of the plan.

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

The total net pension liability of \$196,641 and net pension asset of \$1,187,152 are as follows:

Net Pension Liability (Asset)

(As of September 30, 2021 measurement date)

	<u>General Employees'</u>	<u>Police Officers'</u>	<u>Firefighters'</u>
Plan's Pension Liability	\$ 19,029,397	\$ 14,725,549	\$ 11,668,646
Plan's Fiduciary Net Position	<u>19,002,601</u>	<u>15,912,701</u>	<u>11,498,801</u>
City's Net Pension Liability (Asset)	<u>\$ 26,796</u>	<u>\$ (1,187,152)</u>	<u>\$ 169,845</u>
Plan's Fiduciary Net Position as Percentage of the Total Pension Liability (Asset)	<u>99.86%</u>	<u>108.06%</u>	<u>98.54%</u>

Discount Rate

A single discount rate was used to measure the total pension liability. This single discount rate was based upon the expected rate of return on the pension plan investments and applied to all periods to determine the total pension liability. The projection of cash flows used to determine this single discount rate assumed that plan members' contributions will be made at the current rate and the employer contributions will be made equal to the difference between the actuarially determined contribution rates and the member rate. Based upon these assumptions, the pension plans' fiduciary net position was projected to be available to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return on investments was applied to all periods of projected benefit payments to determine the total liability based upon the actuarial valuation dated October 1, 2020.

Sensitivity of the Net Pension Liability (Asset) to Changes in the Single Discount Rate Assumption

	<u>1% Decrease (5.50%)</u>	<u>Current Discount Rate (6.50%)</u>	<u>1% Increase (7.50%)</u>
General Employees' Pension	\$ 1,162,537	\$ 26,796	\$ (1,993,127)
	<u>1% Decrease (6.25%)</u>	<u>Current Discount Rate (7.25%)</u>	<u>1% Increase (8.25%)</u>
Police Officers' Pension	\$ 812,480	\$ (1,187,152)	\$ (2,844,569)
	<u>1% Decrease (6.00%)</u>	<u>Current Discount Rate (7.00%)</u>	<u>1% Increase (8.00%)</u>
Firefighter's Pension	\$ 1,730,590	\$ 169,845	\$ (1,116,506)

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2022, the City reported deferred outflow of resources and deferred inflows of resources to the pension plans from the following sources as follows:

	<u>General Employees'</u>	<u>Police Officers'</u>	<u>Firefighters'</u>	<u>Total</u>
Deferred Outflows				
Net Difference Between Projected and Actual Earnings on Plan Investments	\$ -	\$ -	\$ -	\$ -
Difference Between Expected and Actual Experience	-	14,430	-	14,430
Contribution to Pension Plan after Measurement Date	358,667	518,228	487,909	1,364,804
Changes of Assumptions or Other Inputs	-	96,685	409,066	505,751
Total	<u>\$ 358,667</u>	<u>\$ 629,343</u>	<u>\$ 896,975</u>	<u>\$ 1,884,985</u>
Deferred Inflows				
Net Difference Between Projected and Actual Earnings on Plan Investments	\$ 1,366,091	\$ 987,528	\$ 632,718	\$ 2,986,337
Changes in Assumptions	-	-	171,233	171,233
Difference Between Expected and Actual Experience	-	650,028	133,282	783,310
Total	<u>\$ 1,366,091</u>	<u>\$ 1,637,556</u>	<u>\$ 937,233</u>	<u>\$ 3,940,880</u>

Deferred outflows of resources are reported by the City for employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ended September 30,</u>	<u>General Employees'</u>	<u>Police Officers'</u>	<u>Firefighters'</u>	<u>Total</u>
2023	\$ (403,826)	\$ (434,174)	\$ (24,845)	\$ (862,845)
2024	(348,658)	(318,240)	(52,403)	(719,301)
2025	(324,004)	(373,276)	(163,378)	(860,658)
2026	(289,603)	(400,751)	(257,231)	(947,585)
2027	-	-	81	81
Thereafter	-	-	(30,391)	(30,391)
Total	<u>\$ (1,366,091)</u>	<u>\$ (1,526,441)</u>	<u>\$ (528,167)</u>	<u>\$ (3,420,699)</u>

Pension Expense

For the year ended September 30, 2022, the City recognized total pension expenses of \$(118,572) as noted in the table below.

	<u>General Employees'</u>	<u>Police Officers'</u>	<u>Firefighters'</u>	<u>Total</u>
Pension Expense	<u>\$ (618,415)</u>	<u>\$ 52,087</u>	<u>\$ 447,756</u>	<u>\$ (118,572)</u>

CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS

General Employees' Plan

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at September 30, 2020	\$ 19,453,735	\$ 17,419,336	\$ 2,034,399
Changes for the Year:			
Service Cost	65,057	-	65,057
Interest	1,223,999	-	1,223,999
Difference Between Expected and Actual Experience of the Total Pension Liability	(8,294)	-	(8,294)
Assumption Changes	(329,026)	-	(329,026)
Contributions - Employer	-	426,611	(426,611)
Contributions - Employee	-	18,489	(18,489)
Net Investment Income	-	2,548,897	(2,548,897)
Benefit Payments, Including Refunds of Contributions	(1,376,074)	(1,376,074)	-
Administrative Expenses	-	(34,658)	34,658
Net Changes	(424,338)	1,583,265	(2,007,603)
Balances at September 30, 2021	\$ 19,029,397	\$ 19,002,601	\$ 26,796
September 30, 2022			
Total Pension Liability			\$ 18,477,275
Plan Net Position			16,095,843
Net Pension Liability			\$ 2,381,432

Police Officers' Plan

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
Balances at September 30, 2020	\$ 13,784,221	\$ 12,891,621	\$ 892,600
Changes for the Year:			
Service Cost	700,596	-	700,596
Interest	1,065,046	-	1,065,046
Difference Between Expected and Actual Experience of the Total Pension Liability	(380,139)	-	(380,139)
Assumption Changes	124,245	-	124,245
Contributions - Employer	-	332,989	(332,989)
Contributions - State	-	131,131	(131,131)
Contributions - Employee	-	223,359	(223,359)
Net Investment Income	-	2,942,372	(2,942,372)
Benefit Payments, Including Refunds of Contributions	(568,420)	(568,420)	-
Administrative Expenses	-	(40,351)	40,351
Net Changes	941,328	3,021,080	(2,079,752)
Balances at September 30, 2021	\$ 14,725,549	\$ 15,912,701	\$ (1,187,152)
September 30, 2022			
Total Pension Liability			\$ 15,927,223
Plan Net Position			13,976,024
Net Pension Liability			\$ 1,951,199

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Firefighters' Plan

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at September 30, 2020	\$ 11,128,951	\$ 9,485,245	\$ 1,643,706
Changes for the Year:			
Service Cost	544,129	-	544,129
Interest	797,447	-	797,447
Difference Between Expected and Actual Experience of the Total Pension Liability	(40,616)	-	(40,616)
Changes of Assumptions	(199,304)	-	(199,304)
Contributions - Employer	-	389,511	(389,511)
Contributions - State	-	118,770	(118,770)
Contributions - Employee	-	147,484	(147,484)
Net Investment Income	-	1,952,655	(1,952,655)
Benefit Payments, Including Refunds of Contributions	(561,961)	(561,961)	-
Administrative Expenses	-	(32,903)	32,903
Net Changes	539,695	2,013,556	(1,473,861)
Balances at September 30, 2021	\$ 11,668,646	\$ 11,498,801	\$ 169,845
September 30, 2022			
Total Pension Liability			\$ 12,236,142
Plan Net Position			10,266,858
Net Pension Liability			\$ 1,969,284

	General Employees' Retirement Plan	Police Officers' Retirement Plan	Firefighters' Retirement Plan	2022 Totals
Assets				
Cash and Other Short Term	\$ 384	\$ 24,363	\$ 19,500	\$ 44,247
Investments at Fair Value	16,089,164	13,958,286	10,257,179	40,304,629
Total Assets	16,089,548	13,982,649	10,276,679	40,348,876
Liabilities				
Accounts Payable and Accrued Liabilities	7,500	6,625	9,821	23,946
Total Liabilities	7,500	6,625	9,821	23,946
Total Net Position				
Held in Trust for Pension Benefits	\$ 16,082,048	\$ 13,976,024	\$ 10,266,858	\$ 40,324,930

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

	General Employees' Retirement Plan	Police Officers' Retirement Plan	Firefighters' Retirement Plan	2022 Totals
Additions				
Contributions:				
Employer	\$ 344,872	\$ 376,004	\$ 363,642	\$ 1,084,518
Employees	10,504	234,381	134,163	379,048
State of Florida	-	142,224	124,382	266,606
Total Contributions	<u>355,376</u>	<u>752,609</u>	<u>622,187</u>	<u>1,730,172</u>
Investment Earnings:				
Investment Earnings (Loss)	(1,872,209)	(1,966,348)	(1,259,656)	(5,098,213)
(Less Investment Management Fees)	<u>(58,337)</u>	<u>(32,601)</u>	<u>(30,697)</u>	<u>(121,635)</u>
Net Investment Earnings	<u>(1,930,546)</u>	<u>(1,998,949)</u>	<u>(1,290,353)</u>	<u>(5,219,848)</u>
Total Additions	<u>(1,575,170)</u>	<u>(1,246,340)</u>	<u>(668,166)</u>	<u>(3,489,676)</u>
Deductions				
Benefits	1,316,247	662,734	529,896	2,508,877
Administrative Expenses	<u>29,136</u>	<u>27,603</u>	<u>33,766</u>	<u>90,505</u>
Total Deductions	<u>(1,345,383)</u>	<u>(690,337)</u>	<u>(563,662)</u>	<u>(2,599,382)</u>
Change in Net Position	(2,920,553)	(1,936,677)	(1,231,828)	(6,089,058)
Net Position, Beginning of Year	<u>19,002,601</u>	<u>15,912,701</u>	<u>11,498,686</u>	<u>46,413,988</u>
Net Position, End of Year	<u>\$ 16,082,048</u>	<u>\$ 13,976,024</u>	<u>\$ 10,266,858</u>	<u>\$ 40,324,930</u>

Note 13 - Deferred Compensation Program and 401(a)

The City offers its employees a deferred compensation program created in accordance with the Internal Revenue Code (IRC) Section 457 and Florida Statutes. The City complied with the requirements of subsection (g) of IRC Section 457 and, accordingly, all assets and income of the plan are held in trust for the exclusive benefit of the participants and their beneficiaries.

The City also provides a defined contribution plan under the Internal Revenue Code, Section 401(a). The plan provides an employer-paid, pre-tax allowance for the non-union and General Employees Union employees that do not qualify for the Defined Benefit Plan, the City Manager and part-time employees that work over 1000 hours the previous year. The benefit is in replacement of a pension plan for these employees. The City contributes 6% of the employee's base salary and will match the employees' contribution up to another 4%, for a maximum contribution of 10% for an employee. The employee vests in the City's contribution evenly over a five year period. For the year ended September 30, 2022, the City contributed \$756,272.

**CITY OF MOUNT DORA, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

Note 14 – Leases Revenues and Receivables

The City is the lessor in contracts with outside parties for the right to use some of its land and infrastructure. When the City is lessor, the contract results in recognition of a lease receivable and corresponding deferred inflow of resources. At commencement of a lease when the City is the lessor, the City measures the lease receivable at the present value of expected rental receipts over the lease term. The deferred inflow of resources is measured as the initial amount of the lease receivable, adjusted for prepayments received prior to the lease commencement.

The City has two leases for land and cell tower through 2050 with current monthly payments of \$2,232 and \$3,317 and interest rates of 1.24% - 2.54%. The City has \$696,612 in outstanding lease receivables at September 30, 2022. During the fiscal year, the City recognized \$58,251 in lease revenue and \$14,012 in lease interest revenue.

Note 15 - Construction Commitments

During 2021-22, the City entered into numerous contracts. Below are the significant uncompleted contracts as of September 30, 2022. All expenditures and the related contract retainage (if any) have been recorded in the appropriate funds. The remaining portion of the contracts is as follows:

<u>Project</u>	<u>Spent to Date</u>	<u>Remaining Commitment</u>
Cauley Lott Park	\$ 249,625	\$ 1,778,151

Note 16 - Other Disclosures

Deficit Net Position and Deficit Fund Balances

The Sanitation Fund had a deficit net position of \$(235,390) as of September 30, 2022. The Other Capital Projects Fund had a deficit unassigned fund balance of \$(232,274) and the Impact Fees Fund had a deficit unassigned fund balance of \$(784,943) as of September 30, 2022. These deficits will be remedied in future years with additional fund transfers and as the Interfund Advance is paid off.

Note 17 – Change in Accounting Principle

In fiscal year 2022, the City implemented GASB Statement No. 87, *Leases*, which resulted in a change in accounting principle for reporting certain leasing transactions including recognition of right-to-use lease intangible assets, lease receivables, lease liabilities and deferred inflows of resources in the financial statements. The effect of this change in accounting resulted in a restatement of the City's beginning assets, liabilities and deferred inflows of resources; however, it did not result in a change to the beginning net position or fund balance.

REQUIRED SUPPLEMENTARY INFORMATION

The following supplemental schedules present trend information regarding the retirement plans for the City's general employees, police officers, firefighters and major fund budgetary comparison schedules. This information is necessary for a fair presentation in conformity with generally accepted accounting principles. The basis for budgetary comparisons shown is same as GAAP.

CITY OF MOUNT DORA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
MAJOR FUND - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues				
Taxes:				
Ad Valorem	\$ 7,870,161	\$ 7,983,161	\$ 7,983,744	\$ 583
Local Option Gas Tax	245,068	245,068	254,591	9,523
Utility Taxes	1,494,532	1,818,532	1,917,239	98,707
Communication Service Tax	508,694	508,694	500,780	(7,914)
Local Business Tax	27,966	27,966	27,766	(200)
Total Taxes	<u>10,146,421</u>	<u>10,583,421</u>	<u>10,684,120</u>	<u>100,699</u>
Permits and Fees:				
Franchise Fees:				
Electric	627,804	627,804	717,295	89,491
Gas	63,477	63,477	73,004	9,527
Solid Waste	209,414	209,414	231,628	22,214
Other	6,240	6,240	6,597	357
Street Lights	18,337	18,337	19,175	838
Other Permits	507	306,507	306,668	161
Total Permits and Fees	<u>925,779</u>	<u>1,231,779</u>	<u>1,354,367</u>	<u>122,588</u>
Intergovernmental Revenue:				
Federal Grants	312,493	7,352,885	281,104	(7,071,781)
State Grants	10,000	10,000	-	(10,000)
State Revenue Sharing	1,744,768	1,945,768	2,110,878	165,110
Local Shared Revenues	639,790	794,790	823,453	28,663
Total Intergovernmental Revenue	<u>2,707,051</u>	<u>10,103,443</u>	<u>3,215,435</u>	<u>(6,888,008)</u>
Charges for Services:				
General Government	200,000	257,000	303,347	46,347
Public Safety	227,961	286,961	295,089	8,128
Culture/Recreation	828,714	1,045,714	1,054,159	8,445
Total Charges for Services	<u>1,256,675</u>	<u>1,589,675</u>	<u>1,652,595</u>	<u>62,920</u>
Fines and Forfeitures:				
Judgements and Fines	23,024	23,024	28,322	5,298
Library Fines	7,205	7,205	12,795	5,590
Code Enforcement Fines	500	20,500	22,255	1,755
Total Fines and Forfeitures	<u>30,729</u>	<u>50,729</u>	<u>63,372</u>	<u>12,643</u>
Miscellaneous Revenue:				
Miscellaneous	7,967	7,967	42,537	34,570
Investment Earnings (Losses)	8,353	8,353	(15,077)	(23,430)
Lease Revenue	96,445	68,445	94,116	25,671
Sale of Surplus Property	51,207	79,207	81,291	2,084
Contributions	66,500	8,600	18,501	9,901
Other Revenues	40,543	93,543	127,724	34,181
Total Miscellaneous Revenue	<u>271,015</u>	<u>266,115</u>	<u>349,092</u>	<u>82,977</u>
Interfund Charges	<u>4,373,115</u>	<u>4,047,042</u>	<u>4,047,051</u>	<u>9</u>
Total Revenues	<u>19,710,785</u>	<u>27,872,204</u>	<u>21,366,032</u>	<u>(6,506,172)</u>

CITY OF MOUNT DORA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
MAJOR FUND - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022
(Continued)

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Expenditures				
General Government:				
Legislative:				
Personal Services	\$ 68,700	\$ 68,700	\$ 63,068	\$ 5,632
Operating Expenses	72,254	80,654	27,912	52,742
Total Legislative	<u>140,954</u>	<u>149,354</u>	<u>90,980</u>	<u>58,374</u>
Executive:				
Personal Services	519,978	556,978	530,376	26,602
Operating Expenses	161,992	157,847	131,850	25,997
Capital Outlay	-	-	7,947	(7,947)
Total Executive	<u>681,970</u>	<u>714,825</u>	<u>670,173</u>	<u>44,652</u>
Finance and Administrative:				
Personal Services	1,728,300	1,728,300	1,648,911	79,389
Operating Expenses	478,916	474,713	463,433	11,280
Capital Outlay	-	-	18,545	(18,545)
Total Finance and Administrative	<u>2,207,216</u>	<u>2,203,013</u>	<u>2,130,889</u>	<u>72,124</u>
Legal Counsel:				
Operating Expenses	208,250	208,250	153,074	55,176
Total Legal Counsel	<u>208,250</u>	<u>208,250</u>	<u>153,074</u>	<u>55,176</u>
Information Technology:				
Personal Services	432,718	432,718	434,184	(1,466)
Operating Expenses	502,776	571,848	527,089	44,759
Total Information Technology	<u>935,494</u>	<u>1,004,566</u>	<u>961,273</u>	<u>43,293</u>
Planning, Development and Building Maintenance:				
Personal Services	889,900	889,900	806,370	83,530
Operating Expenses	1,147,163	909,603	586,963	322,640
Capital Outlay	-	-	2,649	(2,649)
Total Planning, Development and Building	<u>2,037,063</u>	<u>1,799,503</u>	<u>1,395,982</u>	<u>403,521</u>
Other General Government:				
Personal Services	957,367	957,367	1,064,709	(107,342)
Operating Expenses	283,562	554,062	287,614	266,448
Grants and Aid	275,000	154,500	11,700	142,800
Capital Outlay	186,163	186,163	147,612	38,551
Contingency	1,324,703	29,007	-	29,007
Total Other General Government	<u>3,026,795</u>	<u>1,881,099</u>	<u>1,511,635</u>	<u>369,464</u>
Total General Government	<u>9,237,742</u>	<u>7,960,610</u>	<u>6,914,006</u>	<u>1,046,604</u>
Public Safety:				
Law Enforcement:				
Personal Services	5,312,100	5,312,100	5,124,764	187,336
Operating Expenses	699,502	682,502	740,879	(58,377)
Capital Outlay	-	-	31,791	(31,791)
Total Law Enforcement	<u>6,011,602</u>	<u>5,994,602</u>	<u>5,897,434</u>	<u>97,168</u>
Fire Control:				
Personal Services	2,910,800	2,820,800	2,879,059	(58,259)
Operating Expenses	402,390	378,514	298,717	79,797
Capital Outlay	-	-	7,948	(7,948)
Total Fire Control	<u>3,313,190</u>	<u>3,199,314</u>	<u>3,185,724</u>	<u>13,590</u>
Total Public Safety	<u>9,324,792</u>	<u>9,193,916</u>	<u>9,083,158</u>	<u>110,758</u>

CITY OF MOUNT DORA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
MAJOR FUND - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022
(Concluded)

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Expenditures (Concluded)				
Transportation:				
Roads and Streets:				
Personal Services	\$ 472,700	\$ 472,700	\$ 416,557	\$ 56,143
Operating Expenses	690,356	514,854	525,948	(11,094)
Capital Outlay	-	-	2,649	(2,649)
Total Transportation	<u>1,163,056</u>	<u>987,554</u>	<u>945,154</u>	<u>42,400</u>
Culture and Recreation:				
Leisure Services Admin and Facility Care:				
Personal Services	750,300	757,300	782,216	(24,916)
Operating Expenses	112,103	111,098	89,608	21,490
Total Leisure Services Admin and Facility Care	<u>862,403</u>	<u>868,398</u>	<u>871,824</u>	<u>(3,426)</u>
Parks and Recreation:				
Personal Services	1,299,800	1,394,800	1,347,563	47,237
Operating Expenses	951,316	939,411	961,717	(22,306)
Capital Outlay	-	-	7,948	(7,948)
Total Parks and Recreation	<u>2,251,116</u>	<u>2,334,211</u>	<u>2,317,228</u>	<u>16,983</u>
Library and Historical Venues:				
Personal Services	636,200	636,200	588,028	48,172
Operating Expenses	105,974	99,226	156,420	(57,194)
Capital Outlay	-	-	7,948	(7,948)
Total Library and Historical Venues	<u>742,174</u>	<u>735,426</u>	<u>752,396</u>	<u>(16,970)</u>
Total Culture and Recreation	<u>3,855,693</u>	<u>3,938,035</u>	<u>3,941,448</u>	<u>(3,413)</u>
Debt Service:				
Principal Expense	-	-	289,904	(289,904)
Interest Expense	-	-	51,599	(51,599)
Total Debt Service	<u>-</u>	<u>-</u>	<u>341,503</u>	<u>(341,503)</u>
(Total Expenditures)	<u>(23,581,283)</u>	<u>(22,080,115)</u>	<u>(21,225,269)</u>	<u>854,846</u>
Excess (Deficiency) of Revenue Over (Under) Expenditures	<u>(3,870,498)</u>	<u>5,792,089</u>	<u>140,763</u>	<u>(5,651,326)</u>
Other Financing Sources (Uses)				
Transfers in:				
Electric	1,223,650	1,223,650	1,223,652	2
Water and Wastewater	2,193,250	2,193,250	2,193,252	2
Stormwater	187,350	187,350	187,356	6
Fire Assessment	817,776	817,776	817,776	-
Other Funds	316,781	177,781	286,477	108,696
Proceeds from Lease	-	-	87,424	87,424
Transfers (out):				
Capital Projects Fund	(539,544)	(542,146)	(125,162)	416,984
CRA Funds	-	1,069,014	(1,069,013)	(2,138,027)
Warehouse and Vehicle Fund	-	(9,254,022)	(2,104,136)	7,149,886
Debt Service Fund	(423,611)	(319,481)	(319,476)	5
Total Other Financing Sources (Uses)	<u>3,775,652</u>	<u>(4,446,828)</u>	<u>1,178,150</u>	<u>5,624,978</u>
Net Change in Fund Balances	<u>(94,846)</u>	<u>1,345,261</u>	<u>1,318,913</u>	<u>(26,348)</u>
Fund Balance, Beginning of Year	<u>94,846</u>	<u>(1,345,261)</u>	<u>7,189,936</u>	<u>8,535,197</u>
Fund Balance, End of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,508,849</u>	<u>\$ 8,508,849</u>

CITY OF MOUNT DORA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
MAJOR FUND - FIRE ASSESSMENT FEES FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance With
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Revenues				
Permits, Fees, and Special Assessments	\$ 1,882,601	\$ 1,882,601	\$ 1,912,753	\$ 30,152
Miscellaneous	-	-	126,241	126,241
Total Revenues	1,882,601	1,882,601	2,038,994	156,393
Expenditures				
Public Safety:				
Operating Expenses	-	11,970	10,539	1,431
Administrative Expenditures	50,000	50,000	50,004	(4)
Capital Outlay	217,815	217,815	175,758	42,057
Total Public Safety	267,815	279,785	236,301	43,484
Debt Service:				
Interest and Other Debt Service Costs	-	431	431	-
Total Debt Service	-	431	431	-
(Total Expenditures)	(267,815)	(280,216)	(236,732)	43,484
Excess (Deficiency) of Revenue				
Over (Under) Expenditures	1,614,786	1,602,385	1,802,262	199,877
Other Financing Sources (Uses)				
Transfers	(14,579,021)	(14,484,080)	(6,211,840)	8,272,240
Total Other Financing Sources (Uses)	(14,579,021)	(14,484,080)	(6,211,840)	8,272,240
Net Change in Fund Balance	(12,964,235)	(12,881,695)	(4,409,578)	8,472,117
Fund Balance, Beginning of Year	12,964,235	12,881,695	19,444,988	6,563,293
Fund Balance, End of Year	\$ -	\$ -	\$ 15,035,410	\$ 15,035,410

CITY OF MOUNT DORA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
GENERAL EMPLOYEES' RETIREMENT PLAN (GERP)
LAST 10 FISCAL YEARS

Description	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016	September 30, 2015	September 30, 2014	September 30, 2013
Actuarially Determined Contribution	\$ 358,667	\$ 426,611	\$ 392,269	\$ 388,792	\$ 179,015	\$ 179,917	\$ 222,679	\$ 278,366	\$ 400,004	\$ 570,759
Contributions in Relation to the Actuarially Determined Contributions	358,667	426,611	392,269	388,792	179,015	179,917	420,000	461,400	585,400	577,401
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (197,321)	\$ (183,034)	\$ (185,396)	\$ (6,642)
Covered Payroll**	\$ 147,109	\$ 258,950	\$ 329,202	\$ 290,770	\$ 393,039	\$ 551,807	\$ 621,681	\$ 708,855	\$ 668,731	\$ 3,836,623
Contributions as a Percentage of Covered Payroll	243.81%	164.75%	119.16%	133.71%	45.55%	32.61%	67.56%	65.09%	87.54%	15.05%

**The Covered Payroll numbers shown are in compliance with GASB Statement No. 82, except for the September 30, 2015 measurement period which includes DROP payroll.

Notes to Schedule

Valuation Date: October 1, 2020

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Frozen Initial Liability (FIL)
Amortization Method	Level Dollar Amortization Closed
Remaining Amortization Method	9 years
Asset Valuation Method	5-Year Smoothed Market
Inflation	2.50%
Salary Increases	6.00%, Including Inflation
Investment Rate Return	6.50%
Retirement Age	Experience-Based Table Rates
Mortality	PUB-2010 Headcount Weighted General Mortality Tables (for pre-retirement mortality) and the PUB-2010 Headcount Weighted General Healthy Mortality Tables for annuitants (for post-retirement mortality), with future improvements in mortality projected to all future years using Scale MP-2018. Tables use ages set back one year for males.
	These are the same rates used for Regular Class members of the Florida Retirement System (FRS) in the July 1, 2019 FRS Valuation, as mandated by Chapter 112.63, Florida Statutes.

CITY OF MOUNT DORA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
POLICE OFFICERS' RETIREMENT PLAN (PORP)
LAST 10 FISCAL YEARS

Description	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016	September 30, 2015	September 30, 2014	September 30, 2013
Actuarially Determined Contribution	\$ 499,806	\$ 447,310	\$ 401,421	\$ 488,869	\$ 445,505	\$ 537,920	\$ 507,461	\$ 485,936	\$ 457,045	\$ 402,409
Contributions in Relation to the Actuarially Determined Contributions	518,228	464,120	474,011	488,869	445,505	553,589	513,275	496,613	459,586	427,051
Contribution Deficiency (Excess)	<u>\$ (18,422)</u>	<u>\$ (16,810)</u>	<u>\$ (72,590)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (15,669)</u>	<u>\$ (5,814)</u>	<u>\$ (10,677)</u>	<u>\$ (2,541)</u>	<u>\$ (24,642)</u>
Covered Payroll**	\$ 3,104,384	\$ 2,958,397	\$ 2,854,927	\$ 2,456,000	\$ 2,213,166	\$ 2,341,391	\$ 2,094,675	\$ 2,060,571	\$ 1,896,604	\$ 1,938,783
Contributions as a Percentage of Covered Payroll	16.69%	15.69%	16.60%	19.91%	20.13%	23.64%	24.50%	24.10%	24.23%	22.03%

**The Covered Payroll numbers shown are in compliance with GASB Statement No. 82, except for the 9/30/2015 measurement period which includes DROP payroll.

Notes to Schedule

Valuation Date: October 1, 2020

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and Assumptions Used to Determine Contribution Rates:

Funding Method	Aggregate
Amortization Method	N/A
Remaining Amortization Period	N/A
Asset Valuation Method	5-year Smoothed Market
Inflation	2.50%
Salary Increases	6.0%-12.5%, Including Inflation
Retirement Age	Experienced-based table of rates that are specific to the type of eligibility condition.
Investment Rate Return	7.25%
Mortality	PUB-2010 Headcount Weighted Safety Mortality Tables (for pre-retirement mortality) and the PUB-2010 Headcount Weighted Safety Healthy Mortality Tables for annuitants (for post-retirement mortality), with future improvements in mortality projected to all future years using Scale MP-2018. These are the same rates used for Special Risk Class members of the Florida Retirement System (FRS) in the July 1, 2019 FRS Valuation, as mandated by Chapter 112.63, Florida Statutes

CITY OF MOUNT DORA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
FIREFIGHTERS' RETIREMENT PLAN (FRP)
LAST 10 FISCAL YEARS

Description	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016	September 30, 2015	September 30, 2014	September 30, 2013
Actuarially Determined Contribution	\$ 446,251	\$ 508,281	\$ 404,285	\$ 321,188	\$ 310,543	\$ 347,595	\$ 309,802	\$ 286,576	\$ 303,608	\$ 293,565
Contributions in Relation to the Actuarially Determined Contributions	487,909	508,281	483,301	411,355	318,244	347,595	309,802	290,937	307,590	351,863
Contribution Deficiency (Excess)	<u>\$ (41,658)</u>	<u>\$ -</u>	<u>\$ (79,016)</u>	<u>\$ (90,167)</u>	<u>\$ (7,701)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (4,361)</u>	<u>\$ (3,982)</u>	<u>\$ (58,298)</u>
Covered Payroll**	\$ 1,919,361	\$ 2,109,926	\$ 2,292,103	\$ 2,108,742	\$ 1,522,271	\$ 1,384,549	\$ 1,265,986	\$ 1,265,986	\$ 1,199,985	\$ 1,231,802
Contributions as a Percentage of Covered Payroll	25.42%	24.09%	21.09%	19.51%	20.91%	25.11%	24.47%	22.98%	25.63%	28.56%

**The Covered Payroll numbers shown are in compliance with GASB Statement No. 82, except for the 9/30/2015 measurement period which includes DROP payroll.

Notes to Schedule

Valuation Date: October 1, 2020

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and Assumptions Used to Determine Contribution Rates:

Funding Method	Aggregate
Amortization Method	N/A
Remaining Amortization Period	N/A
Asset Valuation Method	5-year Smoothed Market
Inflation	2.50%
Salary Increases	5.50%, Including Inflation
Retirement Age	Experienced-based table of rates that are specific to the type of eligibility condition.
Investment Rate Return	7.00%
Mortality	PUB-2010 Headcount Weighted Safety Mortality Tables (for pre-retirement mortality) and the PUB-2010 Headcount Weighted Safety Healthy Mortality Tables for annuitants (for post-retirement mortality), with future improvements in mortality projected to all future years using Scale MP-2018. These are the same rates used for Special Risk Class members of the Florida Retirement System (FRS) in the July 1, 2019 FRS Valuation, as mandated by Chapter 112.63, Florida Statutes

CITY OF MOUNT DORA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF INVESTMENT RETURNS
ALL RETIREMENT FUNDS
LAST 10 FISCAL YEARS

	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016	September 30, 2015	September 30, 2014	September 30, 2013
General Employees' Retirement Plan										
Annual Money-Weighted Rate of Return										
Net of Investment Expense	-10.62%	14.75%	7.39%	6.92%	9.21%	9.98%	8.30%	0.40%	10.70%	11.20%
Police Officers' Retirement Plan										
Annual Money-Weighted Rate of Return										
Net of Investment Expense	-12.79%	22.58%	2.88%	1.84%	7.13%	12.67%	8.20%	0.00%	10.30%	11.30%
Firefighters' Retirement Plan										
Annual Money-Weighted Rate of Return										
Net of Investment Expense	-11.55%	20.32%	2.98%	2.08%	6.67%	11.33%	7.50%	0.70%	10.10%	12.00%

CITY OF MOUNT DORA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE EMPLOYERS NET PENSION
LIABILITY AND RELATED RATIOS
LAST 10 FISCAL YEARS*

GENERAL EMPLOYEES' RETIREMENT FUND

	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016	September 30, 2015	September 30, 2014
Total Pension Liability									
Service Cost	\$ 37,546	\$ 65,057	\$ 70,866	\$ 75,671	\$ 105,529	\$ 126,057	\$ 141,576	\$ 154,932	\$ 193,644
Interest on the Total Pension Liability	1,196,573	1,223,999	1,234,270	1,243,111	1,299,228	1,268,701	1,263,567	1,243,451	1,219,220
Difference Between Expected and Actual Experience	(469,994)	(8,294)	(126,589)	(215,766)	(168,144)	(199,580)	(205,694)	32,457	(6,859)
Change in Assumptions	-	(329,026)	-	-	1,764,082	342,439	-	-	-
Benefit Payments Including Refunds of Contributions	(1,316,247)	(1,376,074)	(1,285,438)	(1,183,006)	(1,155,170)	(1,061,251)	(1,166,005)	(1,059,709)	(922,619)
Refunds	-	-	-	-	-	(3,703)	-	(72,839)	(33,252)
Net Change in Total Pension Liability	(552,122)	(424,338)	(106,891)	(79,990)	1,845,525	472,663	33,444	298,292	450,134
Total Pension Liability-Beginning	19,029,397	19,453,735	19,560,626	19,640,616	17,795,091	17,322,428	17,288,984	16,990,692	16,540,558
Total Pension Liability-Ending (a)	18,477,275	19,029,397	19,453,735	19,560,626	19,640,616	17,795,091	17,322,428	17,288,984	16,990,692
Plan Fiduciary Net Position									
Employer Contributions	358,667	426,611	392,269	388,792	179,015	179,917	420,000	461,400	585,400
Employee Contributions	10,504	18,489	23,505	20,761	28,063	39,399	44,388	52,452	53,903
Pension Plan Net Investment Income	(1,930,546)	2,548,897	1,252,154	1,182,044	1,455,448	1,541,678	1,224,944	61,657	1,526,251
Benefit Payments Including Refunds of Contributions	(1,316,247)	(1,376,074)	(1,285,438)	(1,183,006)	(1,155,170)	(1,061,251)	(1,166,005)	(1,059,709)	(922,619)
Refunds	-	-	-	-	-	(3,703)	-	(72,839)	(33,252)
Pension Plan Administrative Expense	(29,136)	(34,658)	(31,513)	(31,973)	(35,161)	(27,494)	(29,551)	(28,902)	(24,962)
Net Change in Plan Fiduciary Net Position	(2,906,758)	1,583,265	350,977	376,618	472,195	668,546	493,776	(585,941)	1,184,721
Plan Fiduciary Net Position-Beginning	19,002,601	17,419,336	17,068,359	16,691,741	16,219,546	15,551,000	15,057,224	15,643,165	14,458,444
Plan Fiduciary Net Position-Ending (b)	16,095,843	19,002,601	17,419,336	17,068,359	16,691,741	16,219,546	15,551,000	15,057,224	15,643,165
Net Pension Liability-Ending (a) – (b)	\$ 2,381,432	\$ 26,796	\$ 2,034,399	\$ 2,492,267	\$ 2,948,875	\$ 1,575,545	\$ 1,771,428	\$ 2,231,760	\$ 1,347,527
Plan Fiduciary Net Position as Percentage of Total Pension Liability									
Covered Payroll**	87.11%	99.86%	89.54%	87.26%	84.99%	91.15%	89.77%	87.09%	92.07%
Net Pension Liability as a Percentage of Covered Payroll									
	\$ 147,109	\$ 258,950	\$ 329,202	\$ 290,770	\$ 393,039	\$ 551,807	\$ 621,681	\$ 734,622	\$ 754,944
	1618.82%	10.35%	617.98%	857.13%	750.28%	285.52%	284.94%	303.80%	178.49%

* GASB Statement No. 67 was adopted for the 2014 fiscal year and the 10-year trend information will be developed from that date forward.

** The payroll-related figures have been updated to reflect the covered payroll as defined under GASB Statement No. 82.

CITY OF MOUNT DORA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE EMPLOYERS NET PENSION
LIABILITY AND RELATED RATIOS
LAST 10 FISCAL YEARS *

POLICE OFFICERS' RETIREMENT FUND

	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016	September 30, 2015	September 30, 2014
Total Pension Liability									
Service Cost	\$ 691,259	\$ 700,596	\$ 511,808	\$ 479,889	\$ 479,045	\$ 462,042	\$ 468,345	\$ 432,550	\$ 404,540
Interest on the Total Pension Liability	1,093,694	1,065,046	996,857	972,465	875,570	847,354	775,324	706,148	651,963
Difference Between Expected and Actual Experience	(400,998)	(380,139)	(290,745)	(714,056)	303,066	(341,762)	106,264	124,722	-
Change in Assumptions	480,454	124,245	-	-	57,660	(222,459)	-	-	-
Benefit Payments	(561,863)	(537,906)	(418,482)	(392,547)	(373,957)	(373,957)	(374,611)	(374,061)	(350,054)
Refunds	(100,872)	(30,514)	(8,137)	(70,822)	(11,188)	(12,822)	(5,063)	-	-
Net Change in Total Pension Liability	1,201,674	941,328	791,301	274,929	1,330,196	358,396	970,259	889,359	706,449
Total Pension Liability-Beginning	14,725,549	13,784,221	12,992,920	12,717,991	11,387,795	11,029,399	10,059,140	9,169,781	8,463,332
Total Pension Liability-Ending (a)	15,927,223	14,725,549	13,784,221	12,992,920	12,717,991	11,387,795	11,029,399	10,059,140	9,169,781
Plan Fiduciary Net Position									
Employer and State Contributions	518,228	464,120	474,011	488,869	445,505	553,589	513,275	496,613	459,586
Employee Contributions	234,381	223,359	215,547	185,428	167,094	176,775	158,148	152,488	133,710
Pension Plan Net Investment Income	(1,998,948)	2,942,372	379,343	251,858	805,949	1,225,804	694,832	2,492	742,881
Benefit Payments	(561,863)	(537,906)	(418,482)	(392,547)	(373,957)	(373,957)	(374,611)	(374,061)	(350,054)
Refunds	(100,872)	(30,514)	(8,137)	(70,822)	(11,188)	(12,822)	(5,063)	-	-
Pension Plan Administrative Expense	(27,603)	(40,351)	(31,645)	(26,642)	(28,375)	(29,350)	(26,063)	(20,253)	(31,111)
Net Change in Plan Fiduciary Net Position	(1,936,677)	3,021,080	610,637	436,144	1,005,028	1,540,039	960,518	257,279	955,012
Plan Fiduciary Net Position-Beginning	15,912,701	12,891,621	12,280,984	11,844,840	10,839,812	9,299,773	8,339,255	8,081,976	7,126,964
Plan Fiduciary Net Position-Ending (b)	13,976,024	15,912,701	12,891,621	12,280,984	11,844,840	10,839,812	9,299,773	8,339,255	8,081,976
Net Pension Liability-Ending (a) – (b)	\$ 1,951,199	\$ (1,187,152)	\$ 892,600	\$ 711,936	\$ 873,151	\$ 547,983	\$ 1,729,626	\$ 1,719,885	\$ 1,087,805
Plan Fiduciary Net Position as Percentage of Total Pension Liability									
Covered Payroll**	87.75%	108.06%	93.52%	94.52%	93.13%	95.19%	84.32%	82.90%	88.14%
Net Pension Liability as a Percentage of Covered Payroll									
	\$ 3,104,384	\$ 2,958,397	\$ 2,854,927	\$ 2,456,000	\$ 2,213,166	\$ 2,341,391	\$ 2,094,675	\$ 2,019,709	\$ 1,896,596
	62.85%	-40.13%	31.27%	28.99%	39.45%	23.40%	82.57%	85.16%	57.36%

* GASB Statement No. 67 was adopted for the 2014 fiscal year and the 10-year trend information will be developed from that date forward.

** The payroll-related figures have been updated to reflect the covered payroll as defined under GASB Statement No. 82.

CITY OF MOUNT DORA, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE EMPLOYERS NET PENSION
LIABILITY AND RELATED RATIOS
LAST 10 FISCAL YEARS *

FIREFIGHTERS' RETIREMENT FUND

	September 30, 2022	September 30, 2021	September 30, 2020	September 30, 2019	September 30, 2018	September 30, 2017	September 30, 2016	September 30, 2015	September 30, 2014
Total Pension Liability									
Service Cost	\$ 501,805	\$ 544,129	\$ 511,561	\$ 360,520	\$ 302,754	\$ 311,801	\$ 293,973	\$ 270,159	\$ 263,464
Interest on the Total Pension Liability	833,385	797,447	750,445	697,542	667,003	664,349	615,232	562,613	520,739
Benefit Changes	-	-	(796)	-	-	-	-	-	-
Difference Between Expected and Actual Experience	(237,798)	(40,616)	(85,966)	(39,555)	(84,950)	(39,883)	46,598	78,871	7,284
Change in Assumptions	-	(199,304)	329,854	289,003	183,005	(166,032)	95,900	87,296	-
Benefit Payments	(472,184)	(424,942)	(415,113)	(373,010)	(729,963)	(393,514)	(250,523)	(252,370)	(272,510)
Refunds	(57,712)	(137,019)	(15,992)	(12,170)	(87,607)	(14,393)	-	(10,795)	(599)
Net Change in Total Pension Liability	567,496	539,695	1,073,993	922,330	250,242	362,328	801,180	735,774	518,378
Total Pension Liability-Beginning	11,668,646	11,128,951	10,054,958	9,132,628	8,882,386	8,520,058	7,718,878	6,983,104	6,464,726
Total Pension Liability-Ending (a)	12,236,142	11,668,646	11,128,951	10,054,958	9,132,628	8,882,386	8,520,058	7,718,878	6,983,104
Plan Fiduciary Net Position									
Employer and State Contributions	487,909	508,281	483,301	411,355	318,244	347,595	309,802	290,937	307,590
Employee Contributions	134,163	147,484	160,218	147,401	106,407	96,780	93,808	90,519	77,879
Pension Plan Net Investment Income	(1,290,353)	1,952,655	303,335	221,553	577,793	882,635	527,953	48,598	618,300
Benefit Payments	(472,184)	(424,942)	(415,113)	(373,010)	(729,963)	(393,514)	(250,523)	(252,370)	(272,510)
Refunds	(57,712)	(137,019)	(15,992)	(12,170)	(87,607)	(14,393)	-	(10,795)	(599)
Pension Plan Administrative Expense	(33,766)	(32,903)	(33,680)	(34,714)	(31,748)	(26,570)	(24,546)	(19,902)	(29,058)
Net Change in Plan Fiduciary Net Position	(1,231,943)	2,013,556	482,069	360,415	153,126	892,533	656,494	146,987	701,602
Plan Fiduciary Net Position-Beginning	11,498,801	9,485,245	9,003,176	8,642,761	8,489,635	7,597,102	6,940,608	6,793,621	6,092,019
Plan Fiduciary Net Position-Ending (b)	10,266,858	11,498,801	9,485,245	9,003,176	8,642,761	8,489,635	7,597,102	6,940,608	6,793,621
Net Pension Liability-Ending (a) - (b)	\$ 1,969,284	\$ 169,845	\$ 1,643,706	\$ 1,051,782	\$ 489,867	\$ 392,751	\$ 922,956	\$ 778,270	\$ 189,483
Plan Fiduciary Net Position as Percentage of Total Pension Liability									
Covered Payroll**	83.91%	98.54%	85.23%	89.54%	94.64%	95.58%	89.17%	89.92%	97.29%
Net Pension Liability as a Percentage of Covered Payroll									
	\$ 1,919,361	\$ 2,109,926	\$ 2,292,103	\$ 2,108,742	\$ 1,522,271	\$ 1,384,549	\$ 1,342,031	\$ 1,294,979	\$ 1,199,985
	102.60%	8.05%	71.71%	49.88%	32.18%	28.37%	68.77%	60.10%	15.79%

* GASB Statement No. 67 was adopted for the 2014 fiscal year and the 10-year trend information will be developed from that date forward.

** The payroll-related figures have been updated to reflect the covered payroll as defined under GASB Statement No. 82.

CITY OF MOUNT DORA, FLORIDA
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
LAST 10 FISCAL YEARS *

	2022	2021	2020	2019
Total OPEB Liability				
Service Cost	\$ 372,280	\$ 167,058	\$ 160,633	\$ 256,327
Interest on the Total OPEB Liability	292,775	574,538	610,746	657,078
Difference Between Expected and Actual Experience	-	-	-	(916,708)
Changes of Assumptions and Other Inputs	356,795	(4,254,500)	1,300,318	(2,701,658)
Benefit Payments	(519,784)	(665,278)	(609,980)	(669,839)
Net Change in Total OPEB Liability	502,066	(4,178,182)	1,461,717	(3,374,800)
Total OPEB Liability - Beginning	12,035,939	16,214,121	14,752,404	18,127,204
Total OPEB Liability - Ending	\$ 12,538,005	\$ 12,035,939	\$ 16,214,121	\$ 14,752,404
 Covered-Employee Payroll	 \$ 11,794,816	 \$ 10,429,297	 \$ 12,588,540	 \$ 11,883,310
 Total OPEB Liability as a Percentage of Covered-Employee Payroll	 106.30%	 115.41%	 128.80%	 124.14%

Notes to the Schedule

Difference Between Expected and Actual Experience - Difference between expected and actual experience reflects the impact of changes to the census data from the prior valuation to the valuation as of October 1, 2018. This table will be built out to include a ten-year history.

Changes of Assumptions. Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

Fiscal Year Ending September 30, 2019:	3.58%
Fiscal Year Ending September 30, 2020:	4.18%
Fiscal Year Ending September 30, 2021:	3.64%
Fiscal Year Ending September 30, 2022:	2.19%

* Presented years available - will eventually present 10-year trend information.

** Due to a change in actuary, isolation of the difference between the expected and actual experience of the Total OPEB Liability was not practical for the measurement year ending September 30, 2020.

*** Covered-Employee Payroll presented for the measurement year ended 2020 is an estimate based on the data submitted for the valuation.

****Noted no assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P52.101 to pay related benefits for the pension/OPEB plan.

OTHER SUPPLEMENTAL INFORMATION

CITY OF MOUNT DORA, FLORIDA
BUDGET TO ACTUAL COMPARISON - MAJOR FUND
OTHER CAPITAL PROJECTS FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
Revenues			
Intergovernmental	\$ 1,846,264	\$ -	\$ (1,846,264)
Total Revenues	<u>1,846,264</u>	<u>-</u>	<u>(1,846,264)</u>
Expenditures			
General Government:			
Operating	257,189	245,089	12,100
Capital Outlay	22,460,385	6,360,930	16,099,455
(Total Expenditures)	<u>(22,717,574)</u>	<u>(6,606,019)</u>	<u>16,111,555</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(20,871,310)	(6,606,019)	14,265,291
Other Financing Sources (Uses)			
Operating Transfers in	<u>20,871,310</u>	<u>6,373,745</u>	<u>(14,497,565)</u>
Net Change in Fund Balance	-	(232,274)	(232,274)
Fund Balances, Beginning of Year	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances (Deficit), End of Year	<u>\$ -</u>	<u>\$ (232,274)</u>	<u>\$ (232,274)</u>

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CITY OF MOUNT DORA, FLORIDA
COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022

	Special Revenue Funds							
	Building Inspection Fund	Law Enforcement Trust Fund	Community Redevelopment Agency Fund	Northeast Redevelopment Agency Fund	Impact Fees Fund	Discretionary Sales Tax Fund	Cemetery Fund	Debt Service Fund
Assets								Totals
Pooled Cash and Investments	\$ 3,399,825	\$ 21,220	\$ 2,295,731	\$ 1,961,496	\$ 4,545,135	\$ 3,084,590	\$ 268,219	\$ 84,529
Due from Other Governments	-	-	-	-	-	231,893	-	-
Accrued Interest Receivable	7	-	5	4	9	6	-	-
Total Assets	3,399,832	21,220	2,295,736	1,961,500	4,545,144	3,316,489	268,219	84,529
Liabilities and Fund Balances								
Liabilities								
Accounts Payable	127,730	-	11,307	431	5,492	-	4,579	-
Accrued Liabilities	10,523	-	-	-	-	-	-	-
Advances from Other Funds	-	-	-	-	784,943	-	-	-
Due to Other Governments	205,824	-	-	-	-	-	-	-
Total Liabilities	344,077	-	11,307	431	790,435	-	4,579	-
Fund Balances								
Restricted for:								
Capital Improvements	-	-	-	-	4,539,652	3,316,489	-	-
Community Redevelopment	-	-	2,284,429	1,961,069	-	-	-	-
Building Inspections	3,055,755	-	-	-	-	-	-	-
Law Enforcement	-	21,220	-	-	-	-	-	-
Debt Service Funds	-	-	-	-	-	-	-	84,529
Perpetual Care	-	-	-	-	-	-	263,640	-
Unassigned (Deficit)	-	-	-	-	(784,943)	-	-	-
Total Fund Balances	3,055,755	21,220	2,284,429	1,961,069	3,754,709	3,316,489	263,640	84,529
Total Liabilities and Fund Balances	\$ 3,399,832	\$ 21,220	\$ 2,295,736	\$ 1,961,500	\$ 4,545,144	\$ 3,316,489	\$ 268,219	\$ 84,529
Fund Balances								
								\$ 15,892,669

CITY OF MOUNT DORA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
NON-MAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022

	Special Revenue Funds										
	Building Inspection Fund	Law Enforcement Trust Fund	Community Redevelopment Agency Fund		Northeast Redevelopment Agency Fund		Impact Fees Fund	Discretionary Sales Tax Fund		Cemetery Fund	Debt Service Fund
			Fund	Fund	Fund	Fund		Fund	Fund		
Revenues											Totals
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,874,300	\$ -	\$ -	\$ 1,874,300
Permits and Fees	1,657,269	-	-	-	-	-	-	-	-	-	1,657,269
Charges for Services	133,197	-	-	-	-	-	-	-	85,150	-	218,347
Intergovernmental	-	-	687,732	373,044	60,343	-	-	-	-	-	1,121,119
Fines and Forfeitures	-	10,376	-	-	-	-	-	-	-	-	10,376
Impact Fees	-	-	-	-	1,835,258	-	-	-	-	-	1,835,258
Miscellaneous (Loss)	(4,652)	(39)	(3,757)	(3,144)	(5,924)	(3,837)	(348)	(227)	(227)	(21,928)	
Total Revenues	1,785,814	10,337	683,975	369,900	1,889,677	1,870,463	84,802	(227)	(227)	6,694,741	
Expenditures											
General Government	-	-	593,417	346,177	-	-	-	-	-	-	939,594
Public Safety	1,496,522	26,735	-	-	69,708	175,119	-	-	-	-	1,768,084
Culture and Recreation	-	-	-	-	89,253	-	48,101	-	-	-	137,354
Debit Services:											
Principal	126	-	345,000	-	-	283,671	-	706,500	-	-	1,335,297
Interest	15	-	75,003	-	-	30,635	-	857,443	-	-	963,096
Other Debt Service Costs	-	-	-	-	-	-	-	431	-	-	431
(Total Expenditures)	(1,496,663)	(26,735)	(1,013,420)	(346,177)	(158,961)	(489,425)	(48,101)	(1,564,374)	(1,564,374)	(5,143,856)	
Excess (Deficiency) of											
Revenues Over (Under)											
Expenditures	289,151	(16,398)	(329,445)	23,723	1,730,716	1,381,038	36,701	(1,564,601)	(1,564,601)	1,550,885	
Other Financing Sources											
(Uses)											
Issuance of Leases	795	-	-	-	-	-	-	-	-	-	795
Transfer in	-	-	696,111	372,902	-	-	-	1,644,708	-	-	2,713,721
Transfer (out)	-	-	(93,792)	(259,827)	(987,993)	(804,641)	-	-	-	(2,146,253)	
Total Other Financing											
Sources (Uses)	795	-	602,319	113,075	(987,993)	(804,641)	-	1,644,708	-	568,263	
Net Change in Fund Balances	289,946	(16,398)	272,874	136,798	742,723	576,397	36,701	80,107	80,107	2,119,148	
Fund Balances,											
Beginning of Year	2,765,809	37,618	2,011,555	1,824,271	3,011,986	2,740,092	226,939	4,422	4,422	12,622,692	
Fund Balances,											
End of Year	\$ 3,055,755	\$ 21,220	\$ 2,284,429	\$ 1,961,069	\$ 3,754,709	\$ 3,316,489	\$ 263,640	\$ 84,529	\$ 84,529	\$ 14,741,840	

CITY OF MOUNT DORA, FLORIDA
BUDGET TO ACTUAL COMPARISON - NON-MAJOR FUND
BUILDING INSPECTION FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
Revenues			
Permits and Fees	\$ 1,100,000	\$ 1,657,269	\$ 557,269
Charges for Services	86,045	133,197	47,152
Miscellaneous Income (Loss)	-	(4,652)	(4,652)
Total Revenues	<u>1,186,045</u>	<u>1,785,814</u>	<u>599,769</u>
Expenditures			
Public Safety:			
Operating	1,579,223	1,194,174	385,049
Allocations	211,845	211,848	(3)
Capital Outlay	79,350	90,500	(11,150)
Debt Service:			
Principal	-	126	(126)
Interest	-	15	(15)
(Total Expenditures)	<u>(1,870,418)</u>	<u>(1,496,663)</u>	<u>373,755</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(684,373)	289,151	973,524
Other Financing Sources (Uses)			
Issuance of Leases	-	795	795
Net Change in Fund Balance	(684,373)	289,946	974,319
Fund Balances, Beginning of Year	<u>684,373</u>	<u>2,765,809</u>	<u>2,081,436</u>
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ 3,055,755</u>	<u>\$ 3,055,755</u>

CITY OF MOUNT DORA, FLORIDA
BUDGET TO ACTUAL COMPARISON - NON-MAJOR FUND
LAW ENFORCEMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
Revenues			
Fines and Forfeitures	\$ -	\$ 10,376	\$ 10,376
Miscellaneous (Loss)	5,500	(39)	(5,539)
Total Revenues	<u>5,500</u>	<u>10,337</u>	<u>4,837</u>
Expenditures			
Public Safety:			
Capital Outlay	29,000	26,735	2,265
(Total Expenditures)	<u>(29,000)</u>	<u>(26,735)</u>	<u>2,265</u>
Net Change in Fund Balance	(23,500)	(16,398)	7,102
Fund Balances, Beginning of Year	<u>23,500</u>	<u>37,618</u>	<u>14,118</u>
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ 21,220</u>	<u>\$ 21,220</u>

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CITY OF MOUNT DORA, FLORIDA
BUDGET TO ACTUAL COMPARISON - NON-MAJOR FUND
COMMUNITY REDEVELOPMENT AGENCY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
Revenues			
Intergovernmental	\$ 687,732	\$ 687,732	\$ -
Miscellaneous Income (Loss)	1,134	(3,757)	(4,891)
Total Revenues	<u>688,866</u>	<u>683,975</u>	<u>(4,891)</u>
Expenditures			
General Government:			
Operating	475,911	261,163	214,748
Allocations	367,156	332,254	34,902
Debt Service:			
Principal	345,000	345,000	-
Interest	74,924	75,003	(79)
(Total Expenditures)	<u>(1,262,991)</u>	<u>(1,013,420)</u>	<u>249,571</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(574,125)</u>	<u>(329,445)</u>	<u>244,680</u>
Other Financing Sources (Uses)			
Transfers in	696,111	696,111	-
Transfers (out)	(1,568,345)	(93,792)	1,474,553
Total Other Financing Sources (Uses)	<u>(872,234)</u>	<u>602,319</u>	<u>1,474,553</u>
Net Change in Fund Balance	(1,446,359)	272,874	1,719,233
Fund Balances, Beginning of Year	<u>1,446,359</u>	<u>2,011,555</u>	<u>565,196</u>
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ 2,284,429</u>	<u>\$ 2,284,429</u>

CITY OF MOUNT DORA, FLORIDA
BUDGET TO ACTUAL COMPARISON - NON-MAJOR FUND
NORTHEAST REDEVELOPMENT AGENCY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
Revenues			
Intergovernmental	\$ 373,044	\$ 373,044	\$ -
Miscellaneous Income (Loss)	10,400	(3,144)	(13,544)
Total Revenues	<u>383,444</u>	<u>369,900</u>	<u>(13,544)</u>
Expenditures			
General Government			
Operating	413,745	139,689	274,056
Allocations	221,240	206,488	14,752
(Total Expenditures)	<u>(634,985)</u>	<u>(346,177)</u>	<u>288,808</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(251,541)</u>	<u>23,723</u>	<u>275,264</u>
Other Financing Sources (Uses)			
Transfers in	372,903	372,902	(1)
Transfers (out)	(1,106,538)	(259,827)	846,711
Total Other Financing Sources (Uses)	<u>(733,635)</u>	<u>113,075</u>	<u>846,710</u>
Net Change in Fund Balance	(985,176)	136,798	1,121,974
Fund Balances, Beginning of Year	<u>985,176</u>	<u>1,824,271</u>	<u>839,095</u>
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ 1,961,069</u>	<u>\$ 1,961,069</u>

CITY OF MOUNT DORA, FLORIDA
BUDGET TO ACTUAL COMPARISON - NON-MAJOR FUND
IMPACT FEES FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
Revenues			
Intergovernmental	\$ -	\$ 60,343	\$ 60,343
Impact Fees	1,783,990	1,835,258	51,268
Miscellaneous Income (Loss)	-	(5,924)	(5,924)
Total Revenues	<u>1,783,990</u>	<u>1,889,677</u>	<u>105,687</u>
Expenditures			
Public Safety:			
Capital Outlay	70,000	69,708	292
Culture and Recreation:			
Capital Outlay	88,000	89,253	(1,253)
(Total Expenditures)	<u>(158,000)</u>	<u>(158,961)</u>	<u>(961)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>1,625,990</u>	<u>1,730,716</u>	<u>104,726</u>
Other Financing Sources (Uses)			
Transfers (out)	(3,500,648)	(987,993)	2,512,655
Total Other Financing Sources (Uses)	<u>(3,500,648)</u>	<u>(987,993)</u>	<u>2,512,655</u>
Net Change in Fund Balance	<u>(1,874,658)</u>	<u>742,723</u>	<u>2,617,381</u>
Fund Balances, Beginning of Year	<u>1,874,658</u>	<u>3,011,986</u>	<u>1,137,328</u>
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ 3,754,709</u>	<u>\$ 3,754,709</u>

CITY OF MOUNT DORA, FLORIDA
BUDGET TO ACTUAL COMPARISON - NON-MAJOR FUND
DISCRETIONARY SALES TAX FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
Revenues			
Taxes	\$ 1,511,492	\$ 1,874,300	\$ 362,808
Miscellaneous Income (Loss)	-	(3,837)	(3,837)
Total Revenues	<u>1,511,492</u>	<u>1,870,463</u>	<u>358,971</u>
Expenditures			
Public Safety:			
Capital Outlay	539,293	175,119	364,174
Debt Service:			
Principal	230,168	283,671	(53,503)
Interest	20,205	30,635	(10,430)
(Total Expenditures)	<u>(789,666)</u>	<u>(489,425)</u>	<u>300,241</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>721,826</u>	<u>1,381,038</u>	<u>659,212</u>
Other Financing Sources (Uses)			
Debt Proceeds	-	-	-
Transfers (out)	(1,922,701)	(804,641)	1,118,060
Total Other Financing Sources (Uses)	<u>(1,922,701)</u>	<u>(804,641)</u>	<u>1,118,060</u>
Net Change in Fund Balance	(1,200,875)	576,397	1,777,272
Fund Balances, Beginning of Year	<u>1,200,875</u>	<u>2,740,092</u>	<u>1,539,217</u>
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ 3,316,489</u>	<u>\$ 3,316,489</u>

CITY OF MOUNT DORA, FLORIDA
BUDGET TO ACTUAL COMPARISON - NON-MAJOR FUND
CEMETERY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
Revenues			
Charges for Services	\$ 80,000	\$ 85,150	\$ 5,150
Miscellaneous Income (Loss)	-	(348)	(348)
Total Revenues	<u>80,000</u>	<u>84,802</u>	<u>4,802</u>
Expenditures			
Culture and Recreation:			
Operating	29,137	27,801	1,336
Capital Outlay	18,500	20,300	(1,800)
(Total Expenditures)	<u>(47,637)</u>	<u>(48,101)</u>	<u>(464)</u>
Net Change in Fund Balance	32,363	36,701	4,338
Fund Balances, Beginning of Year	<u>(32,363)</u>	<u>226,939</u>	<u>259,302</u>
Fund Balances, End of Year	<u>\$ -</u>	<u>\$ 263,640</u>	<u>\$ 263,640</u>

CITY OF MOUNT DORA, FLORIDA
BUDGET TO ACTUAL COMPARISON - NON-MAJOR FUND
DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
Revenues			
Miscellaneous Income (Loss)	\$ -	\$ (227)	\$ (227)
Total Revenues	<u>-</u>	<u>(227)</u>	<u>(227)</u>
Expenditures			
Debt Service:			
Principal	706,500	706,500	-
Interest	938,209	857,443	80,766
Other Debt Service Costs	-	431	(431)
(Total Expenditures)	<u>(1,644,709)</u>	<u>(1,564,374)</u>	<u>80,335</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,644,709)</u>	<u>(1,564,601)</u>	<u>80,108</u>
Other Financing Sources (Uses)			
Transfers in	1,644,709	1,644,708	(1)
Total Other Financing Sources (Uses)	<u>1,644,709</u>	<u>1,644,708</u>	<u>(1)</u>
Net Change in Fund Balance	-	80,107	80,107
Fund Balances, Beginning of Year	<u>-</u>	<u>4,422</u>	<u>4,422</u>
Fund Balances, End of Year	<u><u>\$ -</u></u>	<u><u>\$ 84,529</u></u>	<u><u>\$ 84,529</u></u>

INTERNAL SERVICE FUNDS COMBINING STATEMENTS

CITY OF MOUNT DORA, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2022

	Fleet Maintenance and Warehouse Fund	Warehouse and Vehicle Replacement Fund	Self Insurance Fund	Total
Assets				
Current Assets:				
Pooled Cash and Investments	\$ -	\$ 9,878,900	\$ 1,871,442	\$ 11,750,342
Restricted Cash	-	11,591,205	-	11,591,205
Accounts Receivable	-	-	145	145
Accrued Interest Receivable	-	2	3	5
Total Current Assets	-	21,470,107	1,871,590	23,341,697
Capital Assets:				
Construction in Progress	-	685,970	-	685,970
Right to Use Lease Buildings	-	-	127,813	127,813
Property, Plant and Equipment	-	2,972,491	38,331	3,010,822
(Accumulated Depreciation and Amortization)	-	(2,176,496)	(69,007)	(2,245,503)
Total Capital Assets - Cost Less Depreciation	-	1,481,965	97,137	1,579,102
Total Assets	-	22,952,072	1,968,727	24,920,799
Liabilities and Net Position				
Current Liabilities				
Accounts Payable and Accrued Liabilities	-	95,645	349,011	444,656
Unearned Revenue	-	6,463,922	-	6,463,922
Leases Payable	-	-	30,642	30,642
Bonds Payable	-	240,000	-	240,000
Total Current Liabilities	-	6,799,567	379,653	7,179,220
Non-Current Liabilities				
Leases Payable	-	-	68,274	68,274
Bonds Payable	-	11,156,870	-	11,156,870
Total Non-Current Liabilities	-	11,156,870	68,274	11,225,144
Total Liabilities	-	17,956,437	447,927	18,404,364
Net Position				
Net Investment in Capital Assets	-	1,210,258	(1,779)	1,208,479
Restricted for Debt Service	-	400,000	-	400,000
Unrestricted	-	3,385,377	1,522,579	4,907,956
Total Net Position	-	4,995,635	1,520,800	6,516,435
Total Liabilities and Net Position	\$ -	\$ 22,952,072	\$ 1,968,727	\$ 24,920,799

CITY OF MOUNT DORA, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES,
AND CHANGES IN FUND NET POSITION
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2022

	Fleet Maintenance and Warehouse Fund	Warehouse and Vehicle Replacement Fund	Self Insurance Fund	Total
Operating Revenues				
Charges for Services	\$ -	\$ 257,628	\$ 3,653,654	\$ 3,911,282
Operating Expenses				
Administration and General	1,200	48,712	3,602,588	3,652,500
Rental Expense	-	140,774	-	140,774
Depreciation and Amortization	-	239,003	30,675	269,678
Total Operating Expenses	1,200	428,489	3,633,263	4,062,952
Operating Income (Loss)	(1,200)	(170,861)	20,391	(151,670)
Non-Operating Revenues (Expenses)				
Investment Earnings (Loss)	82,424	(1,641)	(2,077)	78,706
Interest Expense	(446,991)	8,487	-	(438,504)
Total Non-Operating Revenues (Expenses)	(364,567)	6,846	(2,077)	(359,798)
Income (Loss) Before Capital Contributions and Transfers	(365,767)	(164,015)	18,314	(511,468)
Capital Contributions and Transfers				
Capital Contributions	685,970	-	-	685,970
Transfers in	2,694,224	3,658,167	-	6,352,391
Transfers (out)	(3,658,167)	(286,477)	-	(3,944,644)
Net Capital Contributions and Transfers	(277,973)	3,371,690	-	3,093,717
Change in Net Position	(643,740)	3,207,675	18,314	2,582,249
Net Position, Beginning of Year	643,740	1,787,960	1,502,486	3,934,186
Net Position, End of Year	\$ -	\$ 4,995,635	\$ 1,520,800	\$ 6,516,435

CITY OF MOUNT DORA, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2022

	Fleet Maintenance and Warehouse Fund	Warehouse and Vehicle Replacement Fund	Self Insurance Fund	Total
Cash Flows from Operating Activities				
Cash Received from Customers, Including Cash	\$ -	\$ 257,628	\$ 3,653,509	\$ 3,911,137
Cash Paid to Suppliers	(1,200)	(93,841)	(3,651,315)	(3,746,356)
Total Cash Provided by (Used in) Operating Activities	(1,200)	163,787	2,194	164,781
Cash Flows from Non-Capital Financing Activities				
Transfers in	2,694,224	3,658,167	-	6,352,391
Transfers (out)	(3,658,167)	(286,477)	-	(3,944,644)
Transfer Operation	(11,396,870)	11,396,870	-	-
Total Cash Provided by Non-Capital Financing Activities	(12,360,813)	14,768,560	-	2,407,747
Cash Flows from Capital and Related Financing Activities				
Acquisition and construction of capital assets	-	(899,668)	1	(899,667)
Grants Received for Capital Purposes	685,970	6,463,922	-	7,149,892
Loan Proceeds	-	-	-	-
Principal Paid	(247,209)	(312,182)	(28,897)	(588,288)
Interest Paid	(446,991)	8,487	-	(438,504)
Net Cash Provided by (Used in) Capital and Related Financing Activities	(8,230)	5,260,559	(28,896)	5,223,433
Cash Flows from Investing Activities				
Investment Earnings (Loss)	82,424	(1,639)	(2,038)	78,747
Total Cash Flows from Investing Activities	82,424	(1,639)	(2,038)	78,747
Net Increase (Decrease) in Cash and Cash Equivalents	(12,287,819)	20,191,267	(28,740)	7,874,708
Cash and Cash Equivalents, Beginning of Year	12,287,819	1,278,838	1,900,182	15,466,839
Cash and Cash Equivalents, End of Year	\$ -	\$ 21,470,105	\$ 1,871,442	\$ 23,341,547
<u>Shown in the Financial Statements as</u>				
Pooled Cash and Investments	-	9,878,900	1,871,442	11,750,342
Restricted Cash	-	11,591,205	-	11,591,205
Total Cash and Cash Equivalents	\$ -	\$ 21,470,105	\$ 1,871,442	\$ 23,341,547
<u>Reconciliation of Operating Income to Net Cash Provided by (Used in) Operating Activities</u>				
Operating Income (Loss)	\$ (1,200)	\$ (170,861)	\$ 20,391	\$ (151,670)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by (Used in) Operating Activities:				
Depreciation and Amortization	-	239,003	30,675	269,678
Changes in Assets Decrease (Increase) and Liabilities Increase (Decrease):				
Accounts Receivable	-	-	(145)	(145)
Accounts Payable	-	95,645	(48,727)	46,918
Total Adjustments	-	334,648	(18,197)	316,451
Net Cash Provided by (Used in) Operating Activities	\$ (1,200)	\$ 163,787	\$ 2,194	\$ 164,781

**STATISTICAL SECTION
(UNAUDITED)**

CITY OF MOUNT DORA
NET POSITION BY COMPONENT

Table A - 1
(accrual basis of accounting)
Last Ten Fiscal Years

	Fiscal Year				
	2022	2021	2020	2019	2018
Governmental Activities					
Net investment in capital assets	\$ 39,136,604	\$ 39,559,388	\$ 36,679,848	\$ 38,203,305	\$ 36,914,412
Restricted	15,842,236	14,687,023	10,219,447	9,095,455	9,116,325
Unrestricted	(2,588,563)	(8,244,155)	(7,820,206)	(11,257,473)	(11,995,733)
Total governmental activities net position	<u>52,390,277</u>	<u>46,002,256</u>	<u>39,079,089</u>	<u>36,041,287</u>	<u>34,035,004</u>
Business-type activities					
Net investment in capital assets	48,025,267	48,923,097	47,499,468	46,898,927	44,662,505
Restricted	9,983,281	7,762,319	5,684,207	5,118,454	3,985,588
Unrestricted	14,288,076	10,625,465	11,091,842	10,960,143	9,372,725
Total business-type activities net position	<u>72,296,624</u>	<u>67,310,881</u>	<u>64,275,517</u>	<u>62,977,524</u>	<u>58,020,818</u>
Primary government					
Net investment in capital assets	87,161,871	88,482,485	84,179,316	85,102,232	81,576,917
Restricted	25,825,517	22,449,342	15,903,654	14,213,909	13,101,913
Unrestricted	11,699,513	2,381,310	3,271,636	(297,330)	(2,623,008)
Total primary government net position	<u>\$ 124,686,901</u>	<u>\$ 113,313,137</u>	<u>\$ 103,354,606</u>	<u>\$ 99,018,811</u>	<u>\$ 92,055,822</u>
	Fiscal Year				
	2017	2016 ⁽²⁾	2015	2014 ⁽¹⁾	2013 ⁽¹⁾
Governmental Activities					
Net investment in capital assets	\$ 38,265,015	\$ 38,465,921	\$ 39,571,544	\$ 38,938,810	\$ 37,977,455
Restricted	7,126,140	5,238,368	3,241,613	3,675,538	4,446,851
Unrestricted	636,760	2,027,583	1,710,120	3,788,034	3,082,453
Total governmental activities net position	<u>46,027,915</u>	<u>45,731,872</u>	<u>44,523,277</u>	<u>46,402,382</u>	<u>45,506,759</u>
Business-type activities					
Net investment in capital assets	46,272,293	44,565,914	43,706,330	41,954,352	36,021,284
Restricted	3,387,839	3,541,192	3,374,523	3,163,254	3,256,639
Unrestricted	10,435,533	6,419,413	4,784,058	3,762,944	7,359,662
Total business-type activities net position	<u>60,095,665</u>	<u>54,526,519</u>	<u>51,864,911</u>	<u>48,880,550</u>	<u>46,637,585</u>
Primary government					
Net investment in capital assets	84,537,308	83,031,835	83,277,874	80,893,162	73,998,739
Restricted	10,513,979	8,779,560	6,616,136	6,838,792	7,703,490
Unrestricted	11,072,293	8,446,996	6,494,178	7,550,978	10,442,115
Total primary government net position	<u>\$ 106,123,580</u>	<u>\$ 100,258,391</u>	<u>\$ 96,388,188</u>	<u>\$ 95,282,932</u>	<u>\$ 92,144,344</u>

⁽¹⁾ Prior years were not restated for GASB Statement Number 68 - *Accounting and Financial Reporting for Pensions* - See Note 11

⁽²⁾ Prior year adjusted for prior period adjustment

**CITY OF MOUNT DORA
CHANGES IN NET POSITION**

Table A - 2, Part 1A
(*accrual basis of accounting*)
Last Five Fiscal Years*

	Fiscal Year				
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Program Revenues					
Governmental activities					
Charges for Services					
General government	\$ 1,139,870	\$ 239,304	\$ 372,507	\$ 242,634	\$ 99,980
Public safety	4,482,664	5,043,231	3,062,087	3,340,793	1,496,587
Physical environment	-	-	-	-	-
Transportation	129,442	-	-	-	-
Culture and recreation	1,384,732	578,062	442,088	698,161	331,235
Operating Grants and Contributions					
General government	243,926	-	29,916	867,598	123,769
Public safety	36,535	835,159	1,846,575	412,254	-
Physical environment	-	-	-	-	-
Transportation	-	-	-	-	116,117
Culture and recreation	55,976	140,950	-	121,958	46,000
Grants and aid	-	-	-	-	-
Capital Grants and Contributions					
General government	720,170	-	-	-	-
Public safety	381,784	-	70,209	146,254	116,439
Physical environment	-	-	-	-	-
Transportation	-	-	-	-	-
Culture and recreation	1,905,703	640,330	370,922	672,883	526,192
Grants and aid	-	-	-	-	-
Total governmental activities program revenues	<u>10,480,802</u>	<u>7,477,036</u>	<u>6,194,304</u>	<u>6,502,535</u>	<u>2,856,319</u>
Business-type activities					
Charges for services					
Electric Utility	13,123,561	9,355,489	9,472,881	9,940,283	10,013,428
Water and Wastewater Utility	14,060,046	12,760,625	11,600,336	11,024,880	10,451,116
Sanitation	2,600,190	2,385,059	2,108,034	2,008,061	1,990,391
Stormwater Utility	1,448,846	1,294,888	1,097,604	1,062,898	1,024,745
Cemetery	-	-	83,290	172,500	62,345
Operating grants and contributions					
Electric Utility	-	-	-	-	-
Water and Wastewater Utility	-	-	-	-	-
Sanitation	-	-	-	-	-
Stormwater Utility	-	-	-	-	-
Capital Grants and Contributions					
Electric Utility	374,220	636,404	128,402	171,406	-
Water and Wastewater Utility	3,195,707	3,430,044	1,581,149	2,578,807	1,527,808
Stormwater Utility	105,950	12,540	-	1,995,786	20,789
Total business-type activities program revenues	<u>34,908,520</u>	<u>29,875,049</u>	<u>26,071,696</u>	<u>28,954,621</u>	<u>25,090,622</u>
Total primary government program revenues	<u>\$ 45,389,322</u>	<u>\$ 37,352,085</u>	<u>\$ 32,266,000</u>	<u>\$ 35,457,156</u>	<u>\$ 27,946,941</u>

**CITY OF MOUNT DORA
CHANGES IN NET POSITION**

Table A - 2, Part 1B
(accrual basis of accounting)
Prior Five Fiscal Years*

	Fiscal Year				
	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Program Revenues					
Governmental activities					
Charges for Services					
General government	\$ 136,237	\$ 82,736	\$ 76,369	\$ 71,126	\$ 69,815
Public safety	1,877,663	1,373,357	854,158	939,679	852,862
Physical environment	-	-	-	3,974	3,129
Transportation	-	-	-	-	-
Culture and recreation	405,371	300,502	311,913	183,945	163,442
Operating Grants and Contributions					
General government	86,792	20,896	22,834	-	-
Public safety	-	-	-	6,307	-
Physical environment	-	-	-	37,500	-
Transportation	-	-	-	19,637	21,193
Culture and recreation	-	-	-	-	-
Grants and aid	-	-	-	-	-
Capital Grants and Contributions					
General government	-	-	-	-	-
Public safety	384,674	174,909	142,861	58,151	149,953
Physical environment	-	-	-	-	-
Transportation	-	-	-	340,561	-
Culture and recreation	553,569	501,827	300,763	791,212	813,826
Grants and aid	-	-	-	-	-
Total governmental activities program revenues	<u>3,444,306</u>	<u>2,454,227</u>	<u>1,708,898</u>	<u>2,452,092</u>	<u>2,074,220</u>
Business-type activities					
Charges for services					
Electric utility	9,382,512	9,931,019	11,224,288	10,682,392	10,324,206
Water and Wastewater utility	10,351,583	9,187,745	8,645,543	8,068,351	7,499,207
Sanitation	1,972,182	2,296,079	2,268,030	2,174,190	2,117,927
Stormwater utility	945,199	943,421	938,126	852,208	851,139
Cemetery	61,594	69,282	80,981	60,303	29,391
Operating grants and contributions					
Electric utility	-	-	-	-	-
Water and Wastewater utility	-	-	-	-	3,025
Sanitation	-	-	-	-	-
Stormwater utility	-	-	-	-	-
Capital Grants and Contributions					
Electric utility	-	-	-	-	29,769
Water and Wastewater utility	2,932,137	2,358,499	1,148,195	1,901,875	1,294,754
Stormwater utility	-	-	641,548	117,007	202,331
Total business-type activities program revenues	<u>25,645,207</u>	<u>24,786,045</u>	<u>24,946,711</u>	<u>23,856,326</u>	<u>22,351,749</u>
Total primary government program revenues	<u>\$ 29,089,513</u>	<u>\$ 27,240,272</u>	<u>\$ 26,655,609</u>	<u>\$ 26,308,418</u>	<u>\$ 24,425,969</u>

CITY OF MOUNT DORA
CHANGES IN NET POSITION
Table A - 2, Part 2A
(accrual basis of accounting)
Last Five Fiscal Years

	Fiscal Year				
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Expenses					
Governmental Activities					
General Government	\$ 4,781,648	\$ 3,158,901	\$ 2,499,513	\$ 4,624,635	\$ 3,765,569
Public Safety	12,319,094	11,374,990	11,267,125	10,703,799	8,599,093
Physical Environment	-	-	-	-	-
Transportation	1,463,688	1,538,899	2,136,548	2,419,628	2,221,672
Culture and Recreation	5,557,603	4,124,004	3,786,678	3,851,962	3,283,801
Interest on long-term debt	1,381,667	1,354,335	1,077,395	851,287	118,451
Total governmental activities expenses	25,503,700	21,551,129	20,767,259	22,451,311	17,988,586
Business-type activities					
Electric	11,617,269	9,405,814	10,049,088	9,082,979	9,082,774
Water / Wastewater	10,321,467	9,822,105	9,256,439	9,521,722	8,048,315
Sanitation	2,700,821	2,450,887	2,325,968	2,181,117	2,139,906
Stormwater	1,372,237	1,583,060	1,339,586	1,109,290	1,349,877
Cemetery	-	-	130,408	135,975	123,700
Total business-type activities expenses	26,011,794	23,261,866	23,101,489	22,031,083	20,744,572
Total primary government expenses	51,515,494	44,812,995	43,868,748	44,482,394	38,733,158
Net (Expense)/Revenue					
Governmental activities	(15,022,898)	(14,074,093)	(14,572,955)	(15,948,776)	(15,132,269)
Business-type activities	8,896,726	6,613,183	2,970,207	6,923,538	4,346,051
Total primary government net expense	(6,126,172)	(7,460,910)	(11,602,748)	(9,025,238)	(10,786,218)
General revenues and other changes in net position					
Governmental activities					
General revenues					
Property taxes	7,983,744	7,500,167	7,183,425	6,613,825	6,123,406
Public service taxes	2,418,019	2,179,048	2,089,971	2,081,078	1,966,452
Discretionary Sales Surtax	1,874,300	1,573,560	1,353,343	1,379,467	-
Local Option Fuel Taxes	359,070	246,882	243,863	265,905	-
Local Business Tax	28,483	25,038	33,339	24,138	-
Other taxes (1)	-	-	-	-	1,657,236
Franchise fees	1,028,524	953,035	798,545	778,203	750,159
State and County shared rev. - unrestricted	3,171,654	3,326,200	2,988,766	2,937,416	2,620,194
Investment earnings (losses)	167,716	97,255	340,814	707,449	99,318
Miscellaneous revenue	151,563	850,794	351,940	315,278	599,589
Transfers	4,227,846	3,953,355	2,226,751	2,852,300	2,782,250
Total governmental activities	21,410,919	20,705,334	17,610,757	17,955,059	16,598,604
Business-type activities					
Interest earnings (losses)	(21,627)	88,186	289,323	553,748	161,064
Miscellaneous revenue	338,490	287,350	265,214	331,720	128,590
Transfers	(4,227,846)	(3,953,355)	(2,226,751)	(2,852,300)	(2,782,250)
Total business-type activities	(3,910,983)	(3,577,819)	(1,672,214)	(1,966,832)	(2,492,596)
Total primary government	17,499,936	17,127,515	15,938,543	15,988,227	14,106,008
Change in Net Position					
Governmental activities	6,388,021	6,631,241	3,037,802	2,006,283	1,466,335
Business-type activities	4,985,743	3,035,364	1,297,993	4,956,706	1,853,455
Total primary government: change in net position	\$ 11,373,764	\$ 9,666,605	\$ 4,335,795	\$ 6,962,989	\$ 3,319,790

(1) In the current year, other taxes were broken out to provide more detail

CITY OF MOUNT DORA
CHANGES IN NET POSITION
Table A - 2, Part 2
(accrual basis of accounting)
Prior Five Fiscal Years

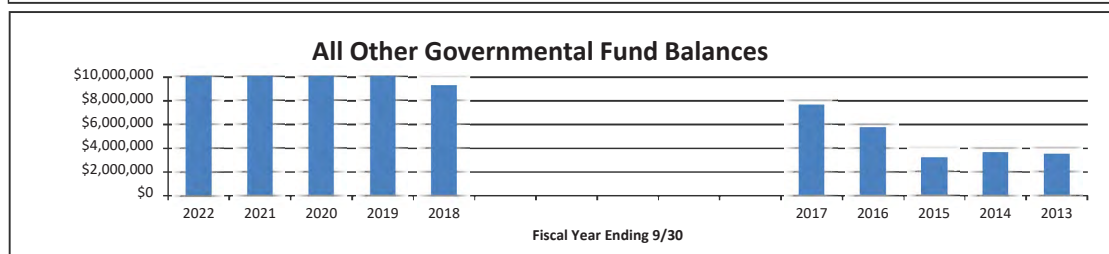
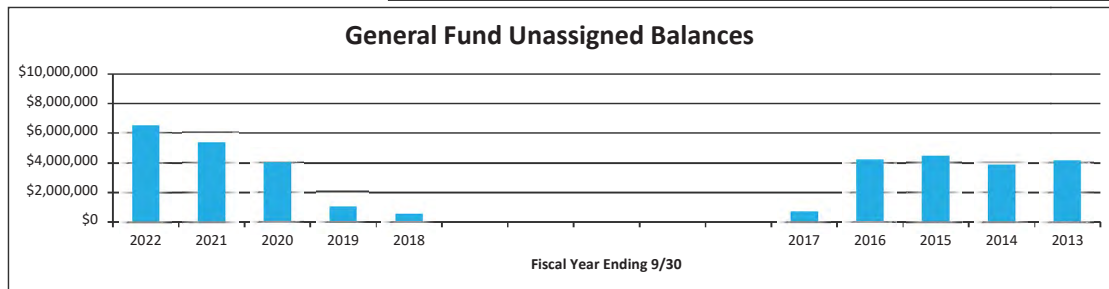
	Fiscal Year				
	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Expenses					
Governmental Activities					
General Government	\$ 4,378,473	\$ 2,515,665	\$ 2,487,548	\$ 2,493,630	\$ 2,432,163
Public Safety	9,141,534	8,459,167	7,917,059	7,934,780	7,567,046
Physical Environment	-	-	-	-	-
Transportation	1,783,024	1,711,706	1,633,927	1,574,628	1,664,660
Culture and Recreation	3,360,990	3,534,111	3,509,701	3,214,825	2,877,536
Interest on long-term debt	133,730	114,861	111,527	116,189	82,169
Total governmental activities expenses	18,797,751	16,335,510	15,659,762	15,334,052	14,623,574
Business-type activities					
Electric	8,783,558	8,790,242	8,839,187	9,201,878	9,079,195
Water / Wastewater	7,008,509	6,915,678	6,961,483	6,633,938	6,612,703
Sanitation	1,953,190	2,310,103	2,222,235	2,167,724	2,091,761
Stormwater	835,402	813,456	807,683	878,731	988,600
Cemetery	145,160	141,672	144,538	147,258	136,146
Total business-type activities expenses	18,725,819	18,971,151	18,975,126	19,029,529	18,908,405
Total primary government expenses	37,523,570	35,306,661	34,634,888	34,363,581	33,531,979
Net (Expense)/Revenue					
Governmental activities	(15,941,432)	(12,891,204)	(13,205,535)	(13,625,154)	(12,549,354)
Business-type activities	6,364,803	6,674,056	5,810,919	5,917,182	3,443,344
Total primary government net expense	(9,576,629)	(6,217,148)	(7,394,616)	(7,707,972)	(9,106,010)
General revenues and other changes in net position					
Governmental activities					
General revenues					
Property taxes	5,443,802	5,250,124	5,063,514	4,644,345	4,571,110
Public service taxes	2,032,368	1,981,001	1,529,506	1,446,485	1,867,561
Other taxes	1,559,177	1,521,904	1,918,442	1,902,317	1,351,654
Franchise fees	714,320	721,220	702,324	661,317	629,953
State and County shared rev. - unrestricted	2,437,309	2,355,149	2,192,121	2,013,460	1,804,701
Investment income	111,107	98,226	85,295	95,934	(45,406)
Miscellaneous revenue	211,955	1,449,531	316,194	261,675	361,624
Transfers	3,139,450	2,997,250	2,845,050	2,752,050	2,691,300
Total governmental activities	15,649,488	16,374,405	14,652,446	13,777,583	13,232,497
Business-type activities					
Interest earnings	107,508	117,241	117,738	94,334	(49,812)
Miscellaneous revenue	95,297	28,599	69,365	73,884	38,387
Transfers	(3,139,450)	(2,997,250)	(2,845,050)	(2,752,050)	(2,691,300)
Total business-type activities	(2,936,645)	(2,851,410)	(2,657,947)	(2,583,832)	(2,702,725)
Total primary government	12,712,843	13,522,995	11,994,499	11,193,751	10,529,772
Change in Net Position					
Governmental activities	(291,944)	3,483,201	701,582	895,623	683,143
Business-type activities	3,428,158	3,822,646	3,313,637	2,242,965	740,619
Total primary government: change in net position	\$ 3,136,214	\$ 7,305,847	\$ 4,015,219	\$ 3,138,588	\$ 1,423,762

**CITY OF MOUNT DORA
FUND BALANCES - GOVERNMENTAL FUNDS**

Table A - 3
(modified accrual basis of accounting)
Last Ten Fiscal Years

	Fiscal Year				
	2022	2021	2020	2019	2018
General Fund					
Nonspendable- Inventory, Prepaids, and Receivables	\$ 958,728	\$ 1,353,397	\$ 1,219,206	\$ 2,206,182	\$ 1,897,557
Assigned for Future Expenditures	1,062,359	518,619	99,969	-	1,294,513
Unassigned	6,487,762	5,317,920	3,965,872	1,022,691	527,479
Total General Fund	8,508,849	7,189,936	5,285,047	3,228,873	3,719,549
All Other Governmental Funds					
Nonspendable- Inventory & Prepaids	-	-	2,104,610	7,897	7,897
Restricted for					
Capital Improvements	7,856,141	6,744,896	6,617,788	6,962,279	3,791,261
Redevelopment	4,245,498	3,835,826	3,905,080	2,931,172	3,541,414
Debt Service	84,529	4,422	6,135	-	-
Building Inspections	3,055,755	2,765,809	2,142,757	2,213,935	1,757,858
Fire Protection	15,035,410	19,444,988	20,863,708	22,752,700	-
Law Enforcement	21,220	37,618	29,293	18,850	22,733
Special Events	-	-	55,115	9,219	3,059
Perpetual Care	263,640	226,939	-	-	-
Assigned					
Subsequent Year's Budgets	-	-	-	-	-
Capital Improvement	-	-	-	-	-
Building Inspections	-	-	-	-	-
Debt Service	-	-	-	103,023	99,860
Unassigned	(1,017,217)	(992,818)	-	-	-
Total all other governmental funds	29,544,976	32,067,680	35,724,486	34,999,075	9,224,082
Total Fund Balances	\$ 38,053,825	\$ 39,257,616	\$ 41,009,533	\$ 38,227,948	\$ 12,943,631

	Fiscal Year				
	2017	2016	2015	2014	2013
General Fund					
Nonspendable- Inventory & Prepaids	\$ 1,730,112	\$ 86,104	\$ 14,960	\$ 31,073	\$ 36,561
Assigned for Future Expenditures	1,234,144	-	-	158,250	-
Unassigned	694,909	4,196,476	4,437,623	3,792,396	4,098,436
Total General Fund	3,659,165	4,282,580	4,452,583	3,981,719	4,134,997
All Other Governmental Funds					
Nonspendable- Inventory & Prepaids	39,544	7,498	-	-	-
Restricted for					
Capital Improvements	3,296,847	3,629,598	1,873,510	2,560,066	3,089,095
Redevelopment	-	-	-	-	-
Debt Service	540,888	621,764	578,253	501,027	466,635
Building Inspections	1,654,917	969,462	774,021	608,353	386,484
Fire Protection	-	-	-	-	-
Law Enforcement	14,057	13,795	15,829	6,092	5,548
Library Improvements	-	-	-	-	-
Assigned					
Subsequent Year's Budgets	1,977,700	562,123	677,600	-	-
Capital Improvement	-	-	-	585,950	391,877
Building Inspections	-	-	-	-	107,212
Debt Service	97,526	95,067	102,573	124,544	-
Unassigned	(4,888)	(148,216)	(873,909)	(790,504)	(992,741)
Total all other governmental funds	7,616,591	5,751,091	3,147,877	3,595,528	3,454,110
Total Fund Balances	\$ 11,275,756	\$ 10,033,671	\$ 7,600,460	\$ 7,577,247	\$ 7,589,107



CITY OF MOUNT DORA
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

Table A - 4
(modified accrual basis of accounting)
 Last Ten Fiscal Years

	Fiscal Year									
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Program Revenues										
Governmental Activities										
Taxes	\$ 12,558,420	\$ 9,951,135	\$ 10,903,941	\$ 10,364,413	\$ 9,746,944	\$ 9,035,347	\$ 8,753,029	\$ 8,511,462	\$ 7,993,147	\$ 7,790,325
Permits and Fees	4,924,389	6,844,473	3,610,509	3,832,250	1,467,949	1,840,878	1,371,848	1,262,281	1,247,681	1,181,697
Intergovernmental	4,336,554	4,161,358	4,981,489	4,154,535	2,814,429	2,636,455	2,467,748	2,304,478	2,957,867	2,394,677
Charges for service	1,870,942	1,248,837	1,023,706	1,084,176	726,715	685,474	574,372	617,258	546,271	446,413
Fines and forfeitures	73,748	103,360	41,012	51,677	61,211	47,843	56,842	54,137	65,920	91,093
Impact fees	1,835,258	1,346,294	441,131	818,715	1,081,981	1,283,849	1,036,818	354,101	308,960	394,996
Miscellaneous revenue	453,405	469,327	663,554	1,171,735	505,874	424,497	396,024	695,961	299,751	205,288
Interfund Charges	4,047,051	4,894,366	4,815,019	2,936,392	2,852,492	2,364,750	-	-	-	-
Total revenues	30,099,767	29,019,150	26,480,361	24,413,893	19,257,595	18,319,093	14,656,681	13,799,678	13,419,597	12,504,489
Program Expenditures										
Governmental activities										
General government	8,098,689	9,320,227	6,953,921	7,170,089	6,360,293	6,118,729	2,043,490	1,908,439	1,901,031	1,827,389
Public safety	11,087,543	10,591,588	10,684,813	9,907,681	8,613,452	8,118,344	8,005,980	7,663,558	7,555,835	7,348,666
Transportation	945,154	969,632	1,215,756	1,487,764	1,519,363	1,021,572	983,647	1,009,792	997,831	1,096,255
Culture and recreation	4,078,802	3,257,402	2,791,844	2,673,629	2,439,149	2,371,247	2,626,538	2,637,960	2,278,382	2,050,337
Grants and aid	-	-	-	-	-	110,070	57,155	290,717	327,972	119,344
Capital outlay	6,360,930	5,003,183	2,345,892	3,227,823	2,374,164	2,596,066	842,649	2,944,798	2,590,739	5,175,526
Debt service										
Principal payments	1,625,201	1,325,981	1,133,965	1,892,218	915,207	903,109	539,261	410,300	396,300	253,400
Interest	1,014,695	1,008,343	1,138,112	559,809	118,451	133,730	122,000	121,233	135,417	75,971
Other costs	862	-	8,931	319,043	-	-	-	-	-	-
Total expenditures	33,211,876	31,476,356	26,273,234	27,238,056	22,340,079	21,372,867	15,220,720	16,986,797	16,183,507	17,946,888
(Deficiency) Excess of Revenues (under) over expenditures	(3,112,109)	(2,457,206)	207,127	(2,824,163)	(3,082,484)	(3,053,774)	(564,039)	(3,187,119)	(2,763,910)	(5,442,399)
Other financing sources (uses)										
Transfers in	13,795,979	4,469,036	4,626,002	3,957,220	4,612,461	5,468,235	5,684,250	5,013,900	4,684,550	4,600,300
Transfer out	(11,975,880)	(4,233,547)	(2,399,251)	(1,104,920)	(1,850,672)	(2,328,785)	(2,687,000)	(2,168,850)	(1,932,500)	(1,909,000)
Sale of Capital Assets	-	-	29,462	65,089	151,455	-	-	-	-	-
Issuance of debt/debt proceeds	88,219	469,800	728,407	25,191,091	1,837,115	1,156,409	-	365,282	-	2,500,000
Payment to Refund Bond Escrow	-	-	-	-	-	-	-	-	-	-
Total other financing sources (uses)	1,908,318	705,289	2,984,620	28,108,480	4,750,359	4,295,859	2,997,250	3,210,332	2,752,050	5,191,300
Net change in fund balance	\$ (1,203,791)	\$ (1,751,917)	\$ 3,191,747	\$ 25,284,317	\$ 1,667,875	\$ 1,242,085	\$ 2,433,211	\$ 23,213	\$ (11,860)	\$ (251,099)
Debt service as a percentage of non-capital expenditures	9.8%	8.8%	9.5%	11.5%	5.2%	5.5%	4.6%	3.8%	3.9%	2.2%

CITY OF MOUNT DORA
ASSESSED VALUE AND ACTUAL VALUE OF TAXABLE PROPERTY
 Table B - 1
 Last Ten Fiscal Years

Fiscal Fiscal Year Ending September 30	Taxable Value for Operating Purposes of			Gross Taxable Value	Final Taxable Value	Millage Rate (3)
	Real Property (1)	Personal Property (1)	Centrally Assessed Property (2)			
2022	\$ 1,336,069,099	\$ 51,710,662	\$ 2,146,973	\$ 1,389,926,734	\$ 1,356,569,077	5.7799
2021	1,251,232,500	53,128,248	435,044	1,304,795,792	1,266,700,639	5.9603
2020	1,153,606,046	46,191,825	414,701	1,200,212,572	1,199,875,039	6.2000
2019	1,043,419,892	45,287,665	379,019	1,089,086,576	1,087,000,621	6.3000
2018	962,774,319	44,382,663	364,524	1,007,521,506	1,006,271,334	6.3000
2017	899,551,477	44,962,477	311,607	944,825,561	940,285,927	5.9970
2016	861,847,155	45,311,719	325,695	907,484,569	906,012,014	5.9970
2015	828,560,497	44,513,187	236,914	873,310,598	872,835,967	5.9970
2014	798,550,995	46,102,058	235,200	844,888,253	846,434,428	5.6667
2013	785,528,309	47,693,338	133,725	833,355,372	833,882,478	5.6667

Source: Lake County Property Appraiser (Forms DR-420 and DR-422)

- Notes:
- (1) Property in the City is reassessed each year. Property is assessed at actual value; therefore, the assessed values are equal to actual value and a separate table for assessed and actual data is not presented.
 - (2) Centrally assessed property consists of railroad and telegraph systems which are assessed by the State of Florida.
 - (3) Millage rates are levied per \$1,000 of taxable value.

CITY OF MOUNT DORA
DIRECT AND OVERLAPPING PROPERTY TAX RATES

Table B - 2
(rate per \$1,000 of assessed value)
Last Ten Fiscal Years

Fiscal Year	Direct Rate ⁽¹⁾	Overlapping Rates ⁽²⁾								Total
	City of Mount Dora Operating Millage	Lake County BCC General Fund	Lake County BCC Voted Debt Service	Lake County District School Board (State)	Lake County District School Board (Local)	Lake County Water Authority	Lake County Ambulance Service	North Lake Hospital	St. Johns River Water Mgt District	
2022	5.9603	5.0364	0.0918	3.2500	2.9980	0.3083	0.4629	0.5000	0.1974	18.8051
2021	5.9603	5.0529	0.0000	3.7010	2.9980	0.3557	0.4629	0.8950	0.2287	19.6545
2020	6.2000	5.0734	0.1100	3.8850	2.9980	0.4900	0.4629	0.9500	0.2414	20.4107
2019	6.3000	5.1180	0.1324	4.8550	1.5000	0.2554	0.4629	0.9800	0.2562	19.8599
2018	6.3000	5.1180	0.1524	5.1030	1.5000	0.2554	0.4629	1.0000	0.2724	20.1641
2017	5.9970	5.1180	0.1524	5.3750	1.5000	0.2554	0.4629	1.0000	0.2885	20.1492
2016	5.9970	5.3051	0.1600	5.6970	1.5000	0.2554	0.4629	1.0000	0.3023	20.6797
2015	5.9970	5.3856	0.1600	5.7460	1.5000	0.2554	0.4629	1.0000	0.3164	20.8233
2014	5.6667	4.7309	0.1900	4.9220	2.2480	0.2554	0.3853	1.0000	0.3283	19.7266
2013	5.6667	4.7309	0.1900	5.8200	1.5000	0.2405	0.3853	1.0000	0.3313	19.8647

Source: Lake County Property Appraiser

Notes: ⁽¹⁾ Direct rate is the rate levied by the City of Mount Dora City Council for operating purposes (i.e. the general fund millage).

⁽²⁾ Overlapping rates are those of State, County and other governmental entities that apply to property owners within the City of Mount Dora.

CITY OF MOUNT DORA
PRINCIPAL PROPERTY TAXPAYERS
Table B - 3, Part 1
Last Five Fiscal Years

Taxpayer	2022					2021					2020					2019					2018				
	Taxable Assessed		Percent of Total City Taxable Assessed		Rank	Taxable Assessed		Percent of Total City Taxable Assessed		Rank	Taxable Assessed		Percent of Total City Taxable Assessed		Rank	Taxable Assessed		Percent of Total City Taxable Assessed		Rank	Taxable Assessed		Percent of Total City Taxable Assessed		Rank
	Value	Value	Value	Value		Value	Value	Value	Value		Value	Value	Value	Value		Value	Value	Value	Value		Value	Value	Value	Value	
Magnolia Place Apartments Assoc. LLC	\$ 25,496,426	1	1.84%		1	\$ 24,398,617	1	1.76%		1	\$ 20,932,829	1	1.74%		1	\$ 19,122,715	1	1.76%		1	\$ 18,349,808	1	1.82%		1
Deancourt Mount Dora	19,758,088	2	1.42%		2	18,321,100	2	1.32%		3	14,009,151	3	1.17%		3	10,107,079	2	0.93%		2	9,953,508	2	0.99%		2
HI-C Investments, Ltd.	13,600,324	3	0.98%		3	12,048,362	4	0.87%		4	10,542,240	4	0.88%		4	7,522,743	7	0.69%		7	7,032,357	6	0.70%		6
Main Street Leasing Co.	12,559,070	4	0.91%		4	12,528,225	3	0.90%		3	11,706,582	2	0.98%		2	7,971,916	6	0.73%		6	-	-	-	-	-
Waterman Communities	16,354,410	5	1.18%		5	9,122,321	8	0.66%		8	8,562,490	8	0.71%		8	9,560,748	3	0.01		3	7,553,233	5	0.75%		5
Waterman Healthcare Care Systems, Inc.	20,266,158	6	1.46%		6	9,779,189	6	0.70%		6	9,657,608	5	0.80%		5	8,772,358	5	0.81%		5	8,688,761	3	0.86%		3
Wal-Mart Stores East, Inc.	9,858,781	7	0.71%		7	9,859,200	5	0.71%		5	9,321,630	6	0.78%		6	-	-	-		-	-	-	-	-	-
Tri Cities LLC	8,676,841	8	0.63%		8	9,321,345	7	0.67%		7	-	-	0.00%		-	7,526,241	8	0.69%		8	-	-	-	-	-
Real Sub LLC	8,257,496	9	0.60%		9	8,274,874	9	0.60%		9	7,779,632	9	0.65%		9	6,697,972	9	0.62%		9	6,730,888	7	0.67%		7
Lowe's Home Centers, Inc.	7,297,969	10	0.53%		10	7,299,992	10	0.53%		10	6,947,743	10	0.58%		10	10,130,743	4	0.93%		4	8,169,099	4	0.81%		4
Veranda Mt Dora, LLC	-	-	-		-	-	-	-		-	-	-	-		-	6,690,279	10	0.62%		10	6,716,418	8	0.67%		8
Target Corp	-	-	-		-	-	-	-		-	-	-	-		-	-	-	-		-	-	-	-	-	-
Pine Tree PME Loch Leven LLC	-	-	-		-	-	-	-		-	-	-	-		-	-	-	-		-	-	-	-	-	-
Spring Harbor, Ltd.	-	-	-		-	-	-	-		-	-	-	-		-	-	-	-		-	-	-	-	-	-
Lake Care Systems, Inc.	-	-	-		-	-	-	-		-	-	-	-		-	-	-	-		-	-	-	-	-	-
Sprint-Florida, Inc.	-	-	-		-	-	-	-		-	-	-	-		-	-	-	-		-	-	-	-	-	-
Total Taxable Assessed Value	\$ 142,125,563		10.24%			\$ 120,953,225		8.72%			\$ 99,459,905		8.29%			\$ 94,102,794		8.66%			\$ 86,837,798		8.63%		
Ten Largest Taxpayers																									
Total Taxable Assessed Value	\$ 1,245,558,894		89.76%			\$ 1,181,988,740		90.72%			\$ 1,100,415,134		91.71%			\$ 992,897,827		91.34%			\$ 919,433,536		91.37%		
All Other Taxpayers																									
Total Taxable Assessed Value - All Taxpayers	\$ 1,387,684,457		100.00%			\$ 1,302,941,965		99.43%			\$ 1,199,875,039		100.00%			\$ 1,087,000,621		100.00%			\$ 1,006,271,334		100.00%		

Source: Lake County Property Appraiser

CITY OF MOUNT DORA
PRINCIPAL PROPERTY TAXPAYERS
Table B - 3, Part 2
Previous Five Fiscal Years

Taxpayer	Fiscal Year																								
	2017					2016					2015					2014					2013				
	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value				
Magnolia Place Apartments Assoc. LLC	\$ 17,347,031	1	1.79%	\$ 16,176,809	1	1.79%	\$ 15,270,799	1	1.75%	\$ 10,931,214	1	1.29%	\$ 9,937,467	1	1.19%										
Main Street Leasing Co.	6,387,712	9	0.65%	5,882,905	10	0.65%	5,729,344	9	0.66%	7,234,540	5	0.85%	5,112,767	10	0.61%										
Deancourt Mount Dora																									
HI-C Investments, Ltd.	8,834,978	2	0.93%	8,421,859	2	0.93%	7,853,270	4	0.90%	7,854,333	3	0.93%	7,865,037	4	0.94%										
Waterman Healthcare Care Systems, Inc.	7,149,013	4	0.82%	7,415,557	4	0.82%	7,898,704	3	0.90%	8,088,977	2	0.96%	6,502,937	7	0.78%										
Wal-Mart Stores East, Inc.	8,411,587	3	0.93%	8,411,860	3	0.93%	8,412,634	2	0.01	7,718,086	4	0.01	8,322,822	3	0.01										
Waterman Communities																									
Real Sub LLC																									
Lowe's Home Centers, Inc.	6,429,662	8	0.71%	6,462,577	6	0.71%	6,454,847	5	0.74%	6,487,762	6	0.77%	8,328,146	2	1.00%										
Veranda Mt Dora, LLC	6,768,340	5	0.71%	6,399,439	7	0.71%	6,065,285	7	0.69%	5,297,602	10	0.63%													
Target Corp	6,189,384	8	0.69%	6,215,522	8	0.69%	6,241,062	6	0.72%	6,267,198	7	0.74%	6,804,622	5	0.82%										
Pine Tree PME Loch Leven LLC							5,708,553	10	0.65%	5,725,261	8	0.68%	5,742,459	8	0.69%										
Spring Harbor, Ltd.	6,482,611	7	0.68%	6,156,978	9	0.68%			0	5,404,365	9	0.64%	5,516,249	9	0.66%										
Lake Care Systems, Inc.	6,736,402	6	0	6,516,939	5	0	5,825,282	8					6,531,643	6	0.78%										
Embark-Florida Inc.																									
Total Taxable Assessed Value	\$ 80,736,720		8.62%	\$ 78,060,445		8.62%	\$ 75,459,780		8.65%	\$ 71,009,338		8.39%	\$ 70,664,149		8.47%										
Ten Largest Taxpayers																									
Total Taxable Assessed Value	\$ 859,549,207		91.41%	\$ 827,951,569		91.38%	\$ 797,376,187		91.35%	\$ 775,425,090		91.61%	\$ 763,218,329		91.53%										
All Other Taxpayers																									
Total Taxable Assessed Value - All Taxpayers	\$ 940,285,927		100.00%	\$ 906,012,014		100.00%	\$ 872,835,967		100.00%	\$ 846,434,428		100.00%	\$ 833,882,478		100.00%										

Source: Lake County Property Appraiser

**CITY OF MOUNT DORA
PROPERTY TAX LEVIES AND COLLECTIONS**

Table B - 4
Last Ten Fiscal Years

Fiscal Year	Millage Rate ⁽¹⁾	Gross Taxable Value ⁽²⁾	Taxes Levied for the Fiscal Year ⁽¹⁾	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years ⁽²⁾	Total Collections to Date	
				Amount ⁽²⁾	Percentage of Levy		Amount	Percentage of Levy
2022	5.9603	\$ 1,389,926,734	\$ 8,617,546	\$ 7,983,744	92.65%	\$ 3,531	\$ 7,987,275	92.69%
2021	5.9603	1,304,795,792	8,089,734	7,498,745	92.69%	2,895	7,498,745	92.69%
2020	6.2000	1,200,212,572	7,441,318	7,183,425	96.53%	13,697	7,197,122	96.72%
2019	6.3000	1,089,086,576	6,861,245	6,607,118	96.30%	6,707	6,613,825	96.39%
2018	6.3000	1,007,521,506	6,347,385	6,118,382	96.39%	5,024	6,123,406	96.47%
2017	5.9970	944,825,561	5,666,119	5,436,646	95.95%	7,156	5,443,802	96.08%
2016	5.9970	907,484,569	5,442,185	5,245,260	96.38%	4,865	5,250,124	96.47%
2015	5.9970	873,310,598	5,237,244	5,055,376	96.53%	8,137	5,063,514	96.68%
2014	5.6667	844,888,253	4,787,728	4,641,947	96.96%	2,398	4,644,345	97.01%
2013	5.6667	833,355,372	4,722,375	4,565,961	96.69%	5,148	4,571,110	96.80%

Source: ⁽¹⁾ Lake County Property Appraiser Form DR-403CC

⁽²⁾ City of Mount Dora Finance Department

CITY OF MOUNT DORA
PRINCIPAL ELECTRICAL CUSTOMERS
Table B - 5 - Part 1
Last Ten Fiscal Years

	Fiscal Year					
	2022		2021		2020	
Electric Customer	Kilowatt Hours	Rank	Kilowatt Hours	Rank	Kilowatt Hours	Rank
Mount Dora Christian Academy	1,354,464	5	406,656	10	878,280	7
Mount Dora High School	2,426,424	1			2,127,004	1
Mount Dora Middle School	1,571,264	3	671,424	7	1,258,576	3
Triangle Elementary School	1,436,072	4	1,341,392	1	1,140,548	5
City of Mount Dora - Water Dept.					946,500	6
Hallmark Nameplate	816,360	8	874,200	4	839,880	8
City of Mount Dora - Wastewater Plant			986,800	3		
Lakeside Corp of Mount Dora	1,251,000	6	676,600	6	668,600	10
Avante At Mount Dora	609,240	10	604,120	9		
City of Mount Dora - Police/Fire						
City of Mount Dora - Perc Ponds						
National Deaf Academy						
Publix Super Markets						
Surgery Center of Mount Dora	610,360	9	606,320	8		
Bravo Supermarket	1,238,760	7	1,275,280	2	1,210,440	4
The City of Mount Dora	1,804,032	2	747,456	5	1,809,344	2
Riley's Mobile Home Park					718,200	9
Total	13,117,976		8,190,248		11,597,372	
					10,402,200	
					10,448,704	

Source: City Utility Records

CITY OF MOUNT DORA
PRINCIPAL ELECTRICAL CUSTOMERS

Table B - 5 - Part 2

Previous Ten Fiscal Years (Continued)

	Fiscal Year							
	2017	2016	2015	2014	2013			
Electric Customer	Kilowatt Hours	Kilowatt Hours	Kilowatt Hours	Kilowatt Hours	Kilowatt Hours	Rank	Rank	Rank
Mount Dora Christian Academy	6,299,800	1,035,160	1,042,920	1,038,360	883,880	1	6	7
Mount Dora High School	2,375,992	2,272,204	2,188,392	2,063,520	2,041,920	2	1	1
Mount Dora Middle School	1,544,240	1,425,120	1,388,496	1,651,376	1,026,432	3	2	5
Triangle Elementary School	1,193,360	1,190,900	1,119,789	1,179,896	1,152,472	4	5	3
City of Mount Dora - Water Dept.	921,900	951,000	891,100	1,437,600	1,769,000	5	3	2
Hallmark Nameplate	850,200	890,400	867,240	936,600	998,520	6	7	6
City of Mount Dora - Wastewater Plant	760,512	779,760	794,592	782,352	-	7	10	-
Lakeside Corp of Mount Dora	752,800	755,600	753,200	834,800	826,600	8	8	8
Avante At Mount Dora	709,720	790,480	-	-	790,880	9	-	9
City of Mount Dora - Police/Fire	615,480	-	-	-	-	10	-	-
City of Mount Dora - Perc Ponds	-	741,648	830,496	834,480	784,992	-	9	10
National Deaf Academy	-	-	1,094,680	1,184,200	1,149,240	-	4	4
Publix Super Markets	-	-	-	-	-	-	-	-
Surgery Center of Mount Dora	-	-	-	-	-	-	-	-
Bravo Supermarket	-	-	-	-	-	-	-	-
Total	16,024,004	10,832,272	10,970,905	11,943,184	11,423,936			

Source: City Utility Records

CITY OF MOUNT DORA
PRINCIPAL WATER CUSTOMERS
 Table B - 6 - Part 1
 Last Five Fiscal Years

	Fiscal Year									
	2022	2021	2020	2019	2018					
Water Customer	Gallons* Rank	Gallons* Rank	Gallons* Rank	Gallons* Rank	Hundred Gallons* Rank					
Watermann Communities Inc.	2,867,800 10	41,293,400 2	58,402,554 2	50,051,300 2	45,031,670 2					
Lakes of Mount Dora H.O.A.		115,804,000 1	95,834,000 1	82,912,000 1	97,968,000 1					
Sullivan Ranch H.O.A.		12,076,900 5	24,016,350 3	30,487,570 3	15,476,990 3					
City of Mount Dora Water Pumps/Wells										
Spring Harbor, Ltd										
Hammock Oaks	12,535,600 2	13,044,000 4	13,838,000 5	12,060,700 5	12,812,900 5					
Wal-Mart, Inc.										
Southernaire MHC, Inc.	9,289,000 3	5,955,900 9		8,706,500 6	6,904,900 7					
Mount Dora High School	4,897,100 6		7,565,670 10	8,621,720 7	6,753,920 8					
Rath Harper & Assoc. (Veranda Apart.)					6,570,200 9					
Mount Dora Commons										
National Deaf Academy										
Riley's Mobile Home Park		6,658,600 8		5,431,400 10	5,158,800 10					
City Of Mount Dora Wastewater Plant										
Lake Care Systems, Inc.										
Lakeside Corp of Mount Dora										
Avante At Mount Dora										
Christian Home and Bible School		13,793,000 3	15,142,800 4	12,607,700 4	12,162,200 6					
GC Wen Fl, LLC (Wendy's)				5,884,300 8						
Kentucky Fried Chicken				5,670,500 9						
Sullivan Ranch Neighbors										
SPT Dolphin Spring Harbor LLC	17,687,200 1		13,056,800 6							
JTD Land Company			12,766,100 7							
City of Mount Dora	7,671,300 4		10,944,300 8							
Dora Landing HOA		8,457,900 6	7,565,670 9							
Dbv Veranda Way Apt/Deancurt Mount	7,415,300 5	7,378,700 7								
Stoneybrook Hills HOA		5,035,100 10								
Car Wash Headquarters, Inc	4,407,700 7									
Granite Hibiscus Estates, LLC	4,062,600 8									
Lake Dora Villas Management	2,877,100 9									
Total - Hundred Cubic Feet	73,710,700	229,497,500	259,132,244	222,433,690	223,803,280					

Source: City Utility Records

CITY OF MOUNT DORA
PRINCIPAL WATER CUSTOMERS

Table B - 6 Part 2
Previous Five Fiscal Years

	Fiscal Year									
	2017		2016		2015		2014		2013	
Water Customer	Hundred	Rank	Hundred	Rank	Hundred	Rank	Hundred	Rank	Hundred	Rank
	Cubic Feet		Cubic Feet		Cubic Feet		Cubic Feet		Cubic Feet	
Watermann Communities Inc.	*	1	56,221	1	57,658	1	14,073	3	15,766	2
Lakes of Mount Dora H.O.A.	*	2	49,250	2	40,320	2	-	-	-	-
Sullivan Ranch H.O.A.	*	3	31,616	3	21,356	4	-	-	-	-
City of Mount Dora Water Pumps/Wells	*	4	31,425	4	33,834	3	-	-	-	-
Spring Harbor, Ltd	*	5	18,353	5	20,802	5	23,985	1	23,419	1
Hammock Oaks	*	6	15,451	6	15,203	6	15,266	2	14,851	3
Wal-Mart, Inc.	*	7	11,524	7	-	-	-	-	-	-
Southernaire MHC, Inc.	*	8	9,224	8	10,196	7	9,600	4	8,605	5
Mount Dora High School	*	9	8,491	9	7,247	10	7,581	8	11,679	4
Rath Harper & Assoc. (Veranda Apart.)	*	10	7,969	10	8,058	8	8,242	5	8,095	6
Mount Dora Commons	-	-	-	-	7,273	9	6,285	9	7,463	8
National Deaf Academy	-	-	-	-	-	-	7,747	6	7,884	7
Riley's Mobile Home Park	-	-	-	-	-	-	7,590	7	6,285	9
City Of Mount Dora Wastewater Plant	-	-	-	-	-	-	5,304	10	5,886	10
Lake Care Systems, Inc.	-	-	-	-	-	-	-	-	-	-
Lakeside Corp of Mount Dora	-	-	-	-	-	-	-	-	-	-
Avante At Mount Dora	-	-	-	-	-	-	-	-	-	-
Christian Home & Bible School	-	-	-	-	-	-	-	-	-	-
Total - Hundred Cubic Feet	-	-	<u>239,524</u>	-	<u>221,947</u>	-	<u>105,673</u>	-	<u>109,933</u>	-

Source: City Utility Records

* City converted to gallon based meters in July, 2017 and there are not records available for entire year usage per customer Starting in FY 2018, usage is reported in gallons

CITY OF MOUNT DORA
RATIOS OF OUTSTANDING GENERAL DEBT BY TYPE
 Table C--1
 Last Ten Fiscal Years

Fiscal Year	Governmental Activities										Business-Type Activities					Percent of Personal Income	Per Capita
	Fire Protection Assessment Rev. Bonds (1)	Capital Refunding Bonds (2)		Capital Improvement Revenue Bonds (3)		Tax Incremental Revenue Note		Capital Improvement Revenue Notes		Other Notes	Subtotal	Utility Revenue Bonds/Loans (4)	Leases Payable	Improvement Revenue Bonds (3)	Total Primary Government		
		Purchased	Financed	Leases Payable	Incremental Revenue	Improvement Revenue	Notes	Notes	Subtotal								
2022	\$ 19,823,849	\$ 620,600	\$ 11,396,870	\$ 360,500	\$ 213,012	\$ 1,098,000	\$ 1,175,000	\$ -	\$ 34,687,831	-	-	\$ 17,954,831	\$ 99,018	\$ -	\$ 52,741,680	6.18%	3,079
2021	20,301,242	922,100	11,644,079	1,195,015	-	1,268,000	1,350,000	-	36,680,436	-	-	18,439,293	-	-	55,119,729	7.61%	3,303
2020	20,460,000	1,217,800	2,986,250	1,129,511	-	1,435,000	1,515,000	-	28,743,561	-	-	16,628,812	-	8,958,750	54,331,123	8.23%	3,574
2019	20,840,000	1,570,800	3,040,000	1,355,523	-	1,598,000	865,000	-	29,269,323	-	-	15,515,360	-	9,120,000	53,904,683	8.56%	3,611
2018	-	1,792,300	-	1,989,037	-	1,757,000	865,000	-	6,403,337	-	-	14,918,591	-	-	21,321,928	3.62%	1,467
2017	-	2,071,400	-	801,761	-	1,913,000	-	121,769	4,907,930	-	-	13,203,690	-	-	18,111,620	3.28%	1,256
2016	-	2,345,100	-	-	-	2,066,000	-	243,564	4,654,664	-	-	13,159,409	-	-	17,814,073	3.39%	1,277
2015	-	2,613,600	-	-	-	2,215,000	-	365,282	5,193,882	-	-	13,952,575	-	-	19,146,457	4.06%	1,454
2014	-	2,876,900	-	-	-	2,362,000	-	-	5,238,900	-	-	14,355,000	-	-	19,593,900	4.35%	1,513
2013	-	3,135,200	-	-	-	2,500,000	-	-	5,635,200	-	-	7,345,000	-	-	12,980,200	2.97%	1,023

Notes:

- (1) Fire Protection Revenue Bonds of \$21,740,000 were issued in November 2018 to finance the construction of new fire stations
- (2) 2011 Capital Improvement Refunding Bonds were issued on September 22, 2011 to refund the 2001 Series.
- (3) Capital Improvement Revenue Bonds Series 2018 were issued in November 2018 in the amount of \$12,160,000. The bonds are secured by all available revenues including Ad Valorem Revenues.
- (4) Additional SRF Loan proceeds during the year

There are no legal debt limits for Florida Municipalities.

Details regarding the City's per capita personal income can be found on Table D - 1.

All debt is shown gross of any premiums, discounts or other adjustments

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

CITY OF MOUNT DORA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

Table C - 2
As of September 30, 2022

	Debt Outstanding⁽¹⁾	Estimated Percentage Applicable⁽²⁾	Estimated Share of Overlapping Debt
Taxing District			
Other Debt			
Lake County Board of County Commissioners	\$ 9,575,000	4.22%	\$ 403,704
School District of Lake County	2,638,000	4.22%	111,224
Subtotal - overlapping debt			514,928
City direct debt ⁽³⁾			34,687,831
Total Direct and Overlapping Debt			\$ 35,202,759

⁽¹⁾General Obligation only

⁽²⁾The estimated percentage is based on the city's population to total county population.

⁽²⁾The estimated percentage is based on the city's population to total county population.

Source: 2022 Lake County and 2022 Lake County School Board ACFRs

CITY OF MOUNT DORA
PLEDGED REVENUE COVERAGE - UTILITY BONDS

Table C - 3
Utility (Water and Wastewater) Revenue Bonds
Last Ten Fiscal Years

Fiscal Year	Operating Revenue (1)	Direct Operating Expenses (2)	Net Available for Debt Service (3)	Debt Service		Coverage
				Principal	Interest	
2022	\$ 14,003,228	\$ 7,269,073	\$ 6,734,155	\$ 1,421,615	\$ 466,447	3.57
2021	12,760,625	6,954,888	5,805,737	1,077,189	362,814	4.03
2020	11,600,336	6,680,387	4,919,949	913,145	272,770	4.15
2019	11,040,246	6,801,465	4,238,781	959,349	395,114	3.13
2018	10,540,074	5,891,634	4,648,440	776,000	189,572	4.81
2017	10,432,779	5,061,871	5,370,908	743,000	345,091	4.94
2016	9,259,375	4,785,464	4,473,911	720,000	446,328	3.84
2015	8,733,843	4,975,176	3,758,667	646,000	515,127	3.24
2014	8,138,436	4,961,871	3,176,565	550,000	266,705	3.89
2013	7,494,617	4,846,636	2,647,981	530,000	288,585	3.23

(1) Operating Revenue includes investment earnings and other miscellaneous income.

(2) Direct Operating Expenses exclude depreciation and amortization.

(3) A large portion of Water and Wastewater Impact Fees may be used to pay debt service.
Impact fee funds are not included in the Net Available for Debt Service figure.

CITY OF MOUNT DORA
PLEDGED REVENUE COVERAGE - CAPITAL IMPROVEMENT BONDS

Table C - 4
Capital Improvement Revenue Bonds (1)(2)
Last Ten Fiscal Years

Fiscal Year	Fire Assessments	Utility Taxes	Telecommunication Taxes	Investment Earnings (3)	Available for Debt Service	Debt Service		Coverage
						Principal	Interest	
2022	\$ 1,912,753	\$ 1,917,239	\$ 500,780	\$ 126,241	\$ 4,457,013	\$ 706,500	\$ 857,443	2.85
2021	2,007,713	1,680,986	498,062	11,014	4,197,775	685,700	878,778	2.68
2020	2,015,152	1,592,491	497,480	12,764	4,117,887	670,000	895,865	2.63
2019	1,952,675	1,586,210	494,869	49,951	4,083,705	1,184,500	378,188	2.61
2018	-	1,457,012	509,440	18,520	1,984,972	279,100	40,170	6.22
2017	-	1,451,627	580,741	2,556	2,034,924	273,700	45,671	6.37
2016	-	1,415,482	565,519	2,362	1,983,363	268,500	50,937	6.21
2015	-	1,333,916	584,526	2,084	1,920,526	263,000	56,030	6.02
2014	-	1,297,378	604,939	1,675	1,903,992	258,300	61,136	5.96
2013	-	1,237,566	629,995	(1,658)	1,865,903	253,400	66,235	5.84

(1) Includes the Capital Improvement Rev. Refunding Bonds 2011 and Fire Protection Assessment Revenue Bonds, Series 2018

(2) The Capital Improvement Revenue Bonds, Series 2018 (non-Fire Assessment) are secured by pledges of all available revenues. These are considered general obligation bonds and are not included on this schedule

(3) Investment Earnings (Losses) on funds in the Pledged Revenue Fund.

**CITY OF MOUNT DORA
DEMOGRAPHIC AND ECONOMIC STATISTICS**

Table D - 1
Last Ten Calendar Years

Fiscal Year	Population (1)	Personal Income (2)	Per Capita Personal Income (3)	Personal Income Inc. (Dec.)	Unemployment Rate (4)
2022	17,129	\$ 853,555,199	\$ 49,831	2.34%	2.8%
2021	16,688	724,676,400	48,690	12.12%	5.9%
2020	15,200	660,060,000	43,425	2.93%	7.4%
2019	14,928	629,812,320	42,190	4.07%	2.8%
2018	14,536	589,303,976	40,541	5.95%	2.9%
2017	14,421	551,833,986	38,266	1.51%	3.4%
2016	13,949	525,849,402	37,698	5.34%	4.8%
2015	13,167	471,194,262	35,786	2.89%	5.1%
2014	12,949	450,392,118	34,782	0.99%	6.3%
2013	12,693	437,172,306	34,442	3.13%	6.9%

- (1) Bureau of Business and Economic Research, University of Florida.
- (2) The actual per capita personal income for the City is not known. The County's per capita figures are multiplied by the population to determine the total personal income for the City.
- (3) Lake County Office of Economic & Demographic Research
- (4) Per FRED Economic Research

**CITY OF MOUNT DORA
PRINCIPAL EMPLOYERS**

Table D - 2
Latest Year and Ten Years Ago

Employer	2022		
	Number of Employees	Rank	Percent of Total County Employment
Lake County Public Schools	5,733	1	3.44%
Lake County Government	2,170	2	1.30%
AdventHealth Waterman (2)	1,711	3	1.03%
UF Health Lessburg Hospital (1)	1,539	4	0.92%
Orlando Health South Lake Hospital (3)	1,314	5	0.79%
Cornerstone Hospice and Palliative Care, Inc.	635	6	0.38%
The Kroger Co.	600	7	0.36%
Caroll Fulmer Logistics Corp.	547	8	0.33%
Raney Construction, Inc.	507	9	0.30%
IMG Enterprises/Cherrylake	294	10	0.18%

Employer	2013		
	Number of Employees	Rank	Percent of Total County Employment
Lake County Public Schools	6,796	1	5.51%
Leesburg Regional Medical Center	2,299	2	1.86%
Florida Hospital / Waterman, Inc.	1,500	3	1.22%
South Lake Hospital	1,500	4	1.22%
Lake County Government	1,410	5	1.14%
Villages of Lake-Sumter, Inc.	1,120	6	0.91%
Lake Medical Imaging	500	7	0.41%
Dura-Stress, Inc.	425	8	0.34%
Lake Port Square	400	8	0.32%
Raney Components	400	8	0.32%
Vista Clinicals	300	9	0.24%
Senninger Irrigation, Inc.	295	10	0.24%

(1) Previously named Lessburg Regional Medical Center

(2) Previously named Florida Hospital Waterman

(3) Previously named South Lake Hospital

Source: Annual Comprehensive Financial Report and Lake County

Note: Figures are for the entire Lake County and not just for the City.

CITY OF MOUNT DORA
FULL-TIME EQUIVALENT EMPLOYEES BY FUNCTION / PROGRAM
Table E - 1, Part 1
Last Five Fiscal Years

	Fiscal Year				
	2022	2021	2020	2019	2018
General Government					
Administration	7.50	5.00	8.50	8.44	8.25
Finance	34.50	30.00	25.98	23.90	24.50
Planning	6.00	5.00	5.37	4.12	4.12
Building Maintenance	7.00	6.00	6.50	6.00	12.40
Facility Care	5.50	6.00	5.70	5.70	8.15
Public Safety					
Police	57.00	55.00	55.25	53.50	49.58
Police Communications	10.50	10.00	9.45	9.45	9.40
Fire	31.00	45.25	41.80	40.80	28.80
Physical Environment					
Electric	12.00	12.00	12.92	12.22	11.73
Water / Wastewater	31.50	29.50	34.51	33.51	30.17
Sanitation	1.75	1.75	1.28	1.38	1.23
Stormwater	7.00	7.00	5.51	6.08	3.53
Cemetery	0.00	0.00	1.88	2.25	2.35
Transportation					
Roads and Streets	7.25	7.25	8.90	9.23	8.10
Engineering	0.00	1.00	1.13	1.13	0.55
Economic Development					
Economic Development	2.00	2.00	2.00	1.00	0.00
Culture and Recreation					
Library Services	11.00	11.00	12.88	13.00	10.92
Recreation	12.00	12.50	9.75	7.75	8.62
Parks Maintenance	13.50	7.50	7.00	7.20	7.45
Other					
CRA	0.00	4.25	4.90	4.90	4.78
NECRA	0.00	2.25	2.10	2.10	2.10
Protective Inspections	12.00	6.00	7.38	7.38	6.30
Motorpool		0.00	0.00	0.00	0.00
Total	<u>269.00</u>	<u>266.25</u>	<u>270.69</u>	<u>261.03</u>	<u>243.03</u>

Source: City Finance Department - Annual Budget 21-22

Note: Police Officers and Firefighters shown as 1 FTE even though they work in excess of 2,080 hours per year.

CITY OF MOUNT DORA
FULL-TIME EQUIVALENT EMPLOYEES BY FUNCTION / PROGRAM

Table E - 1, Part 2
Previous Five Fiscal Years

	Fiscal Year				
	2017	2016	2015	2014	2013
General Government					
Administration	7.50	7.40	7.25	7.10	7.10
Finance	22.70	21.77	19.17	18.80	18.80
Planning	3.12	3.12	3.26	3.26	3.26
Building Maintenance	11.40	9.10	9.10	8.30	8.30
Public Safety					
Police	44.01	44.01	42.72	40.46	40.46
Police Communications	8.88	8.88	8.87	8.63	8.63
Fire	26.40	25.40	25.25	25.25	25.25
Physical Environment					
Electric	11.03	11.35	11.30	11.00	11.05
Water / Wastewater	30.17	29.15	31.10	32.20	31.53
Sanitation	1.23	1.25	1.20	1.23	1.28
Stormwater	3.53	3.15	3.15	4.15	4.15
Cemetery	1.85	1.85	1.85	1.85	1.85
Transportation					
Roads and Streets	8.15	8.18	8.00	8.20	8.75
Engineering	0.90	0.93	0.90	0.85	0.85
Culture and Recreation					
Library Services	9.92	9.84	9.84	9.35	9.35
Recreation	7.70	7.70	7.03	6.36	6.56
Parks Maintenance	6.75	6.75	6.75	7.25	7.25
Other					
CRA	4.20	3.55	3.55	4.00	4.00
NECRA	1.95	1.95	1.95	1.50	1.50
Protective Inspections	4.23	4.23	4.24	4.84	5.24
Motorpool	0.00	0.00	0.35	0.85	1.56
Total	<u>215.62</u>	<u>209.56</u>	<u>206.83</u>	<u>205.42</u>	<u>206.72</u>

Source: City Finance Department - Annual Budget

Note: Police Officers and Firefighters shown as 1 FTE even though they work in excess of 2,080 hours per year.

CITY OF MOUNT DORA
CAPITAL ASSET STATISTICS BY FUNCTION / PROGRAM
Table E -2

	Fiscal year				
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Schools *					
Elementary	2	2	2	2	2
Junior/Senior High	1	1	1	1	1
Fire					
Stations	2	2	2	2	2
Firefighters	27	39	39	35	23
Response Vehicles	4	4	4	4	4
Parks and Recreation					
Park Acreage	216	216	216	216	216
Sports Fields & Courts Operated	16	16	16	16	16
City Facilities Operated	40	40	40	40	40
Police					
Stations	1	1	1	1	1
Officers **	38	38	38	38	38
Patrol Vehicles	38	38	38	38	38

	Fiscal year				
	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Schools *					
Elementary	2	2	2	2	2
Junior/Senior High	1	1	1	1	1
Fire					
Stations	2	2	2	2	2
Firefighters	22	21	21	21	22
Response Vehicles	4	4	4	4	4
Parks and Recreation					
Park Acreage	216	216	216	216	216
Sports Fields & Courts Operated	16	16	16	16	16
City Facilities Operated	40	40	40	40	40
Police					
Stations	1	1	1	1	1
Officers **	35	35	34	32	32
Patrol Vehicles	40	38	35	33	34

* Public schools owned and operated by Lake County School Board

** Sworn officers

Information is from Lake County and City Budget

CITY OF MOUNT DORA
OPERATING INDICATORS BY FUNCTION / PROGRAM

		Table E - 3 For Fiscal Years Ending September 30,				
		<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Water/Wastewater System						
Number of Water Accounts		10,579	9,974	9,809	5,778	9,401
Average Daily Consumption (in Gallons*)		3,289,391	2,892,727	2,581,842	2,481,822	2,292,418
Number of Wastewater Accounts		8,119	7,512	7,358	7,189	6,869
Average Daily Consumption (in Gallons*)		1,919,000	1,331,000	1,751,935	1,695,537	1,778,062
Number of Reclaimed Water Accounts		2,493	2,015	1,898	1,776	1,638
Average Daily Consumption (in Gallons*)		1,872,000	1,831,000	1,789,672	1,606,730	1,516,003
*Water/Wastewater consumption measured in gallons starting FY17-18						
Electric						
Energy Purchased (kWh)		101,888,512	103,236,299	92,353,809	94,100,629	92,214,603
Annual Peak Demand (kW)		24,366	23,448	22,871	23,016	23,079
Avg. Number of Accounts - Total		6,103	5,980	5,906	5,882	5,890
Energy Sales (kWh) - Total		95,662,966	90,956,241	89,045,887	91,242,633	88,640,204
Avg. Monthly Non-demand Consumption (kWh)		1,182	1,172	1,095	1,158	1,015
Planning						
Total Building permits issued		1,995	1,825	1,653	1,452	1,522
Total Value of Construction (Thousands)	\$	104,991	\$ 119,517	\$ 45,422	\$ 62,883	\$ 43,662
Number Planning Docket Items		65	51	46	44	60
Historic Preservation						
Number Historic properties reviewed		23	33	39	51	88
Cost of Improvements made to:						
Historic Commercial Properties		\$418,833	\$ 1,571,475	\$ 2,138,736	\$ 848,309	\$ 386,744
Historic Residential Properties		\$1,882,377	\$ 2,517,343	\$ 2,166,727	\$ 1,123,147	\$ 623,758
Police						
Physical Arrests (Excl. DUI / DWI)		387	533	601	631	297
Warrant Arrests		34	151	101	21	121
Filed with SAO*		318	734	763	90	52
DUI / DWI Arrests		30	24	15	16	18
Emergency Calls*		10,016	10,807	9,775	3,254	4,922
Incident Reports		2,414	2,202	2,268	2,136	2,413
Traffic Stops		4,413	3,831	4,316	9,610	9,298
Traffic Tickets		1,322	931	933	900	1,086
Accident (Crash) Reports		704	954	1,032	1,103	1,099
*There is a drastic change in these number for FY 2019-20 due to a more accurate way of tracking.						
Fire						
Fire/Rescue Calls		6,128	5,496	3,651	5,306	4,648
Total Number of Inspections		757	782	1,563	2,063	1,418
Total Number of Fire Calls		89	83	103	102	79
Parks and Recreation						
Recreation Programs		115	66	72	101	73
Program Attendance		4,927	1,715	2,073	4,306	4,306
Aquatic Programs		18	6	3	67	29
Aquatic Program Attendance*		5,718	4,229	89	6,281	4,582
*Please note 2018 numbers may have changed drastically due to more accurate way of tracking participation.						
Library						
Registered Borrowers		11,960	11,469	11,979	12,571	15,872
Volumes in Collection		76,013	70,735	71,804	72,436	76,015
Total Annual Circulation		250,877	211,265	248,791	268,306	223,593
Library Visits		140,353	155,498	184,726	315,256	301,585
Information is from the City's internal information						
*Water/Wastewater consumption measured in gallons starting FY17-18						
FY 2019-20 numbers are down in several areas due to COVID-19						

CITY OF MOUNT DORA
OPERATING INDICATORS BY FUNCTION / PROGRAM

Table E - 3

	For Fiscal Years Ending September 30,				
	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>
Water/Waterwater System					
Number of Water Accounts	9,191	9,388	8,776	8,652	8,369
Average Daily Consumption (in Hcf)	3,085	3,244	3,144	3,242	3,152
Number of Wastewater Accounts	6,652	6,831	6,304	6,154	5,901
Average Daily Consumption (in Hcf)	2,332	2,320	2,150	1,919	1,859
Number of Reclaimed Water Accounts	1,562	1,437	1,336	1,274	1,142
Average Daily Consumption (in Hcf)	1,980	1,846	1,692	1,625	1,527
Electric					
Energy Purchased (kWh)	89,968,777	94,373,633	92,269,405	90,977,383	88,435,395
Annual Peak Demand (kW)	22,199	23,284	22,174	21,765	21,783
Avg. Number of Accounts - Total	5,851	5,823	5,759	5,721	5,706
Energy Sales (kWh) - Total	86,948,531	90,205,112	87,912,404	88,296,418	84,496,597
Average Monthly Consumption (kWh)	1,026	1,140	3,102	2,769	2,650
Planning					
Total Building permits issued	1,230	1,262	1,147	969	956
Total Value of Construction (Thousands)	\$ 69,665	\$ 36,204	\$ 33,960	\$ 34,474	\$ 32,875
Number Planning Docket Items	37	22	24	17	28
Historic Preservation					
Number Historic properties reviewed	47	32	30	19	14
Cost of Improvements made to:					
Historic Commercial Properties	\$ 181,227	\$ 210,218	\$ 192,110	\$ 124,950	\$ 95,862
Historic Residential Properties	\$ 224,232	\$ 162,100	\$ 165,800	\$ 408,925	\$ 148,048
Police					
Physical Arrests (Excl. DUI / DWI)	645	622	510	521	546
DUI / DWI Arrests	22	43	17	54	56
Emergency Calls	4,692	4,128	4,379	4,373	4,251
Incident Reports	2,832	2,692	2,466	1,809	1,916
Traffic Stops	9,649	8,713	8,700	6,998	4,790
Traffic Tickets	1,656	2,131	2,103	3,720	2,886
Accident Reports	1,079	863	570	743	510
Fire					
Fire/Rescue Calls	7,381	3492	3489	3579	3358
Total Number of Inspections	1,312	1811	1796	1118	757
Total Number of Building Fire Calls	96	20	12	19	13
Parks and recreation					
Recreation Programs	34	32	36	27	26
Program Attendance	17,877	17,556	16,109	15,231	14,787
Aquatic Programs	26	296	289	273	0
Aquatic Program Attendance*	455	6,987	6,052	5,967	0
*please note 2018 numbers may have changed drastically due to more accurate way of tracking participation					
Library					
Registered Borrowers	13,855	13874	12,403	10100	17609
Volumes in Collection	78,360	84305	84,647	84464	85360
Total Annual Circulation	199,856	227,095	235,598	238,496	250,597
Library Visits	273,038	329,411	329,614	326,693	251,080

Information is from City internal information

COMPLIANCE SECTION



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

The Honorable Mayor and
Members of the City Council
City of Mount Dora, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Mount Dora, Florida (the "City") as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated June 30, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2022-001 and 2021-002 that we consider to be a significant deficiency. *Government Auditing Standards* requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

The Honorable Mayor and
Members of the City Council
City of Mount Dora, Florida

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, grant agreements and contracts, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Pursuant to provisions of Chapter 10.550, *Rules of the Auditor General*, we reported certain matters to management of the City in a separate management letter and Independent Accountant's Report dated June 30, 2023.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Certified Public Accountants
MSL, P.C.
June 30, 2023
Orlando, Florida



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE AND REPORT ON SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS IN ACCORDANCE WITH THE UNIFORM GUIDANCE**

The Honorable Mayor and
Members of the City Council
City of Mount Dora, Florida

Report on Compliance for Each Major Federal Programs

Opinion

We have audited the compliance of the City of Mount Dora, Florida (the "City") with the types of compliance requirements described in the U.S. Office of Management and Budget ("OMB") *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2022. The City's major federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Programs

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under *Government Auditing Standards* and the Uniform Guidance, are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibility of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal program.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses as defined above. However, material weaknesses may exist that have not been identified.

The Honorable Mayor and
Members of the City Council
City of Mount Dora, Florida

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated June 30, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for the purposes of additional analysis, as required by the Uniform Guidance, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Certified Public Accountants
MSL, P.C.
Orlando, Florida
June 30, 2023

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022
CITY OF MOUNT DORA, FLORIDA**

Federal Awards	Grant/Contract Number	Assistance Listing Number	Federal Expenditures
U. S. Department of Interior, National Park Service		15.916	\$ 200,000
Passed through Florida Department of Environmental Protection			
Total U.S. Department of Interior			200,000
U.S. Department of Justice			
Direct:	2020BUBX20023361	16.607	3,011
Bulletproof Vest Partnership - 50% reimbursement	2021BUBX210238016	16.607	1,249
Indirect:			4,260
Passed through Florida Department of Law Enforcement			
Electric Bicycles	2021-JAGC-LAKE-5-3B-099	16.738	4,875
Firearms	2022-JAGD-LAKE-5-4B-042	16.738	4,719
Mobile Fingerprint Rapid ID Scanners	2020-JAGC-LAKE-14-5R-169	16.738	4,646
			14,240
Total U.S. Department of Justice			18,500
U.S. Department of Treasury			
Indirect:			
Passed through Florida Department of Emergency Management from State of Florida - Executive Office Of The Governor:			
American Rescue Plan Act Coronavirus Local Fiscal Recovery (ARPA) Identifier FL0215	Y5223 (COVID-19)	21.027	806,470
Passed through Florida Department of State African-American Historical and Cultural Grant Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF)	23.S.AA.900.051 (COVID-19)	21.027	222,817
Total U.S. Department of Treasury			1,029,287
Institute of Museum and Library Services			
Passed through Lake County Grants to States Program	21-ARPA-15 (COVID-19)	45.310	20,359
Total Institute of Museum and Library Services			20,359
U.S. Department of Homeland Security			
Staffing for Adequate Fire and Emergency Response	EMW-2017-FH-00518	97.083	36,427
Total U.S. Department of Homeland Security			36,427
Total Expenditures of Federal Awards			\$ 1,304,573

NOTE 1 Basis of Presentation

The Schedule of Expenditures of Federal Awards includes the federal grant activity of the City of Mount Dora, Florida, and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Therefore, amounts presented in this schedule may differ from amounts presented in, or used in, the preparation of the basic financial statements.

NOTE 2 Indirect Cost Rate

The City of Mount Dora, Florida, has elected not to use the de minimis indirect cost rate allowed under the OMB Uniform Guidance.

CITY OF MOUNT DORA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended September 30, 2022

SECTION I - SUMMARY OF INDEPENDENT AUDITOR'S RESULTS

Financial Statements

Type of Auditor's Report Issued:

Unmodified Opinion

Internal control over financial reporting:

- Material weakness(es) identified? ☐ Yes ☒ No
- Significant deficiency(ies) identified? ☒ Yes ☐ None reported
- Noncompliance material to financial statements noted? ☐ Yes ☒ No

Federal Awards

Internal control over major federal programs:

- Material weakness(es) identified? ☐ Yes ☒ No
- Significant deficiency(ies) identified? ☐ Yes ☒ None reported

Type of report issued on compliance for major federal programs:

Unmodified Opinion

Any audit findings disclosed that are required to be reported in accordance with 200.516 of the Uniform Guidance?

☐ Yes ☒ No

Identification of Major Federal Programs:

Assistance Listing

Number

Name of Federal Program

21.027

Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B programs:

Federal \$750,000

Auditee qualified as low-risk auditee?

☐ Yes ☒ No

CITY OF MOUNT DORA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (*Continued*)

For the Year Ended September 30, 2022

SECTION II - FINDINGS RELATED TO THE FINANCIAL STATEMENT AUDIT, AS REQUIRED TO BE REPORTED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

2022-001 – SEFA Preparation

Type of Finding – Significant Deficiency

Criteria:

Information reported on the City's Schedule of Expenditures of Federal Awards and State Financial Assistance ("SEFA") should be accurate and complete.

Condition:

During our testing, we noted several inaccuracies on the SEFA originally provided by the City. Some of the issues identified related to incorrect expenditures reported. The SEFA was subsequently revised to correct these issues.

Cause:

Grant program managers did not ensure that all federal and state expenditures were reported in or reconciled to the appropriate general ledger accounts.

Effect:

An incomplete or inaccurate SEFA could increase the risk that a major grant is not properly identified and tested.

Recommendation:

We recommend that the City implement a process that ensures all City departments and grant program managers provide the appropriate information to finance to ensure that the proper information and amounts are correctly identified and reported in the City's SEFA.

Views of responsible officials and plan corrective action:

The Finance Department hired a Grants Coordinator who is experienced in grant reporting, which should ease some of the burden on the Accounting Manager who had minimal experience with grants. Additionally, the coding structure for grants will be changed in the accounting system to allow for matching grant revenues and expenditures. Furthermore, grant expenditures will require the approval of the Grants Coordinator before being paid, thus ensuring the expenditures are classified in accordance with the grant requirements. These changes in the process will be communicated to the program managers.

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS SECTION REPORTED IN ACCORDANCE WITH THE UNIFORM GUIDANCE

None reported.

CITY OF MOUNT DORA, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (*Continued*)

For the Year Ended September 30, 2022

SECTION IV - SUMMARY OF PRIOR YEAR AUDIT FINDINGS

2021-002 – Audit Adjustments

Type of Finding – Significant Deficiency

Criteria:

Information reported on the City's trial balance should be accurate and complete.

Condition:

At commencement of final fieldwork, our discussion with management focused on structural fund changes/additions as a result of previous discussions for operational needs as well as changes for the upcoming system implementation. These topics result in major adjustments for each internal service fund and each fund type that was impacted by the operational and new system implementation changes. In addition, we noted several other areas that needed adjustment: debt, fixed assets and grants.

Cause:

Finance did not ensure that all adjusting entries were recorded to the appropriate general ledger accounts.

Effect:

At the commencement of final fieldwork, all significant areas should be completed in order to limit the need for a large volume of subsequent journal entries. This reduces the chance of errors and helps ensure a timely completion of the audit process.

Recommendation:

We recommend that management complete reviews of policies and procedures in relation to the closing process in order to improve the closing process.

Current Year Status:

MSL noted various improvements in the City's year end closing process which included adjusting entries related to debt being made properly. However, our audit procedures identified several areas which still required adjustments. We believe the main cause of these continued issues was related to the previously mentioned operational and system implementation as well new staff performing year end closing procedures. Therefore, we do not consider this finding to be fully resolved.

We recommend management continue to implement its policies and procedures related to the closing process including ensuring staff receive training in their specific areas of responsibilities. We also recommend management emphasize the importance that all departments work with finance to ensure all required information is provided to them in a timely manner. This will help enable them to more timely and correctly perform year end procedures.

Views of responsible officials and plan corrective action:

Finance has reviewed policies and procedures and implemented new procedures related to the year-end closing process. Check lists have been created to ensure annual recurring journal entries are processed and reconciliations have been created to ensure prior year accruals have been reversed. Additionally, as new staff is trained and becomes more familiar with the accounts, closing entries can be prepared earlier in the process.



INDEPENDENT ACCOUNTANT'S REPORT

The Honorable Mayor and
Members of the City Council
City of Mount Dora, Florida

We have examined the compliance of the City of Mount Dora, Florida (the "City") with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2022. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied with those requirements, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
June 30, 2023



INDEPENDENT AUDITOR'S MANAGEMENT LETTER

The Honorable Mayor and
Members of the City Council
City of Mount Dora, Florida

Report on the Financial Statements

We have audited the basic financial statements of the City of Mount Dora, Florida (the "City") as of and for the year ended September 30, 2022, and have issued our report thereon dated June 30, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; Title 2 *U.S. Code of Federal Regulations, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have also issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control over Compliance and Report on Schedule of Expenditures of Federal Awards in Accordance with the Uniform Guidance; Schedule of Findings and Questioned Costs; and our Independent Accountant's Report on an examination conducted in accordance with AICPA *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated June 30, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. We determined that Finding 2021-002 has not been fully resolved. See current year schedule of findings and questions costs for management's response.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority is disclosed in the notes to the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Specific information of the City of Mount Dora, Florida Community Redevelopment Agency (the "CRA"), a dependent special district of the City, that is required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, is reported in the CRA's management letter for the year ended September 30, 2022.

Specific information of the City of Mount Dora, Florida Northeast Community Redevelopment Agency (the "NECRA"), a dependent special district of the City, that is required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, is reported in the NECRA's management letter for the year ended September 30, 2022.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

The Honorable Mayor and
Members of the City Council
City of Mount Dora, Florida

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Mayor, City Council, and applicable management and is not intended to be, and should not be, used by anyone other than these specified parties.

MSL, #4
Certified Public Accountants
Orlando, Florida
June 30, 2023



**CITY OF
MOUNT
DORA**

OFFICE OF THE CITY MANAGER

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

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

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

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

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

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

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

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

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

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

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

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

Website:
www.cityofmountdora.com

June 20, 2023

The City of Mount Dora, Florida has complied with Section 163.31801 of Florida Statutes regarding accounting and reporting of impact fee collections and expenditures.



Patrick Comiskey
City Manager



Rita Meade
Interim Finance Director

**STATE OF FLORIDA
COUNTY OF LAKE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Patrick Comiskey and Rita Meade, whom I know personally and whom executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of June, 2023:



(Seal/Stamp)
(Commission Expiration Date)
Large



Notary Public
State of Florida at

Exhibit “B”
City of Mount Dora
Response Letter with Procedures



CITY OF MOUNT DORA

OFFICE OF THE CITY MANAGER

Exhibit "B"

City Hall
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Website:
www.cityofmountdora.com

June 30, 2023

Ms. Sherill F. Norman, CPA
Auditor General
State of Florida
Post Office Box 1735
Tallahassee, Florida 32302

Dear Ms. Norman:

Thank you for the opportunity to respond to the recommendations made by our independent auditors. MSI, P.A., in connection with their audit of the City of Mount Dora for the fiscal year ending September 30, 2022. This response is offered pursuant to the provisions of Section 218.39(6), Florida Statutes which provide for "The officer's written statement of explanation or rebuttal concerning the auditor's findings, including corrective action to be taken".

2021-002 – Audit Adjustments

Condition – At commencement of final fieldwork, our discussion with management focused on structural fund changes/additions as a result of previous discussions for operational needs as well as changes for the upcoming system implementation. These topics result in major adjustments for each internal service fund and each fund type that was impacted by the operational and new system implementation changes. In addition, we noted several other areas that needed adjustment: debt, fixed assets and grants.

Effect – At the commencement of final fieldwork, all significant areas should be completed in order to limit the need for a large volume of subsequent journal entries. This reduces the chance of errors and helps ensure a timely completion of the audit process.

Recommendation – We recommend management complete reviews of policies and procedures in relation to the closing process in order to improve the closing process.

Corrective Action – Finance has reviewed policies and procedures and implemented new procedures related to the year-end closing process. Check lists have been created to ensure annual recurring journal entries are processed and reconciliations have been created to ensure prior year accruals have been reversed. Additionally, as new staff is trained and becomes more familiar with the accounts, closing entries can be prepared earlier in the process.

Audit Report Finding Number 2022-001 – SEFA Preparation

Condition – During our testing, we noted several inaccuracies on the SEFA originally provided by the City. Some of the issues identified related to incorrect expenditures reported. The SEFA was subsequently revised to correct these issues.

Effect – An incomplete or inaccurate SEFA could increase the risk that a major grant is not properly identified and tested.

Recommendation - We recommend the City implement a process that ensures all City departments and grant program managers provide the appropriate information to finance to ensure that the proper information and amounts are correctly identified and reported in the City's SEFA.

Corrective Action – The Finance Department hired a Grants Coordinator who is experienced in grant reporting, which should ease some of the burden on the Accounting Manager who had minimal experience with grants. Additionally, the coding structure for grants will be changed in the accounting system to allow for matching grant revenues and expenditures. Furthermore, grant expenditures will require the approval of the Grants Coordinator before being paid, thus ensuring the expenditures are classified in accordance with the grant requirements. These changes in the process will be communicated to the program managers.

As always, should you have any questions or require any additional information, please contact me.

Sincerely,



Patrick C. Comiskey
City Manager
City of Mount Dora, Florida



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Approval of Meeting Minutes

- August 8, 2023 City Council Special Meeting
- August 28, 2023 City Council Special Meeting

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. 08.08 2023 City Council Work Session Mount Dora Groves Annexation Minutes_DRAFT
2. 08.28.2023.Special Meeting Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL SPECIAL SESSION MINUTES
August 8, 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. on August 8, 2023, Mayor Crissy Stile called to order the City Council Work Session on the topic of the annexation of Mount Dora Groves, specifically, the pre-annexation agreement.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

A moment of silence and the Pledge of Allegiance were led by Vice-mayor Crail.

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
Vince Sandersfeld, Director of Planning and Development
George Marek, Director of Public Works
Jeanann Hand, City Clerk
Tara Tedrow, Lowndes Law

DISCUSSION ITEM

1. Draft Mount Dora Groves Northeast Pre-Annexation, Utility Service, and Drainage Easement Agreement

City Planning Director Vince Sandersfeld provided background information and explained the reasons the meeting is taking place. The City received the pre-annexation utility agreement on July 19th. He described the documents attached to the agenda and their purposes and told Council he would process changes to the current version of the agreement as quickly as possible. He spoke about the City's usual process for annexation, especially regarding pre-annexation agreements. He mentioned the City's Planning and Development Department supports annexation. He described the characteristics of the properties being discussed at this meeting. He spoke about changes that had taken place in the North and South plans since the original PUDs, and mentioned potential revenues for the City and the possible Northeast CRA boundary change.

Mr. Sandersfeld presented staff concerns for Council's consideration. He told Council the agreement addresses annexation timing, development plans, third party plan development (which is a concern for the City because of quality control), third party building permits, annexation triggers, impact fee raising schedules, a possible drainage easement related to the Public Works Complex and involving engineering issues, a conflict with the golf cart trail, and utilities. The City has examined the sewer capacity issues and is confident the annexation can take place with no related issues.

Mr. Sandersfeld reviewed City discussions regarding sewer capacity issues. The possibility exists for sunset phases or attached fees to reserve capacity. Major expansions could assist with paying for capacity improvements. The City is able to find solutions to enable further development. This meeting is a question and answer time to clarify issues.

Attorney Tara Tedrow spoke on behalf of Mount Dora Groves. She stated if an agreement is not reached with the City, the developer would proceed to work with Lake County. A PowerPoint presented by the developer is attached to the minutes as Exhibit A.

Ms. Tedrow reviewed the history leading up to this agreement, including a January 10, 2023, Lake County Board of County Commissioners meeting at which the County voted against the expansion of the City's Northeast CRA. Ms. Tedrow explained the benefits of annexation for the developer and for the City. She mentioned the importance of the City provision of utilities to the annexed area. She explained the developer ran their own numbers to demonstrate why they are interested in the Northeast CRA expansion.

Dr. Christopher Jones, President of the Florida Economic Advisors, presented projections of revenue to the City because of this project. Dr. Jones projected revenues two and a half times higher than what was projected by the County or the City, an impact of \$90.53 million over 25 years. He told Council estimates would be higher with the development of the North side.

Dr. Jones explained his method of calculation. He also spoke about how Tax Increment Funding (TIF) revenue would work for this annexation. With annexation and expansion of the Northeast CRA, the City would get the county's TIF revenue, with the TIF income ending toward the end of the projection range.

Councilmember Rolfson spoke in support of the City and developer working through this agreement and the benefit it would be for the Resource and Recreation Center project, which will be built whether or not this agreement moves forward.

It was confirmed the calculations were based on current impact fee rates. The City is not in favor of freezing impact fees. Ms. Tedrow stated the developer is agreeable to removing that provision.

Councilmember Bryant asked for more information on water production and sewer treatment capacity and the option of reserving capacity for development.

Mr. Sandersfeld confirmed there is availability for capacity. He mentioned a phasing plan and a possible reservation fee so commitments can be allocated to projects. City Manager Comiskey added information regarding a new containment area that will assist with capacity.

Ms. Tedrow explained phasing was not part of the developer's original plan. She presented documents from Florida Statute and from the City's Comprehensive Plan regarding capacity and utility provision. She pointed out the agreement requires proposed connection to City utilities as the first option based on available capacity to serve. If capacity is not available, the development would connect to Eustis for provision, as permitted in the 2003 Interlocal Agreement.

Ms. Tedrow reviewed Mount Dora capacity figures, including current and future wastewater flows, and 2022 combined annual average daily flow. The flow was less than what was anticipated. City projections show capacity is not close to being reached. Total capacities and projected capacities were discussed.

Vice-mayor Crail asked the opinion of City Public Works George Marek about whether we have available capacity for the Mount Dora Groves South project. While Mr. Marek agreed with the information presented by Ms. Tedrow, he explained his capacity concerns and what mitigating factors and solutions may exist. He expressed belief a solution could be found that would satisfy all parties.

Vice-mayor Crail voiced the concern that the cost for future capacity may be born not by people who are presently here, but by those who will later be benefitting from the growth.

Councilmember Rolfson mentioned the possibility of bonding to expand the City's capacity.

Councilmembers and staff discussed bond options and the impact on current citizens. Deputy Planning Director Adam Sumner provided information on limitations for the use of TIF money.

Discussion ensued on whether an agreement would be ready for presentation at August 15th's Council meeting. Also addressed were methods of calculating projections for capacity, and whether phasing was agreeable to both parties. An expiration for reserve capacity was mentioned by Ms. Tedrow.

Councilmember Walker mentioned this project's benefit to the Northeast.

Councilmembers agreed upon moving forward with the agreement in hopes of reviewing a final product as soon as possible.

Ms. Sutphen would provide redlines to Ms. Tedrow as quickly as possible.

Mayor Stile spoke in favor of continuing to pursue the inclusion of the golf cart trail. Complications regarding the golf cart trail, and alternatives for the original plan were discussed. SECO Energy will not allow the originally proposed trail. It was agreed solutions for including the golf cart trail would be sought without letting the issue infringe upon the progress of the development.

Mayor Stile confirmed the associated traffic light is considered warranted and is under design by the developer. Mohammad Abdallah with Traffic and Mobility Consultants explained further about the timing of the light.

Mayor Stile confirmed with Mr. Sandersfeld that a Limit Avenue roundabout is still under consideration.

The burden of maintenance of the developments roads and streets was clarified, as was the number of units for the development.

The final pre-annexation agreement will be brought to Council as an Action Item. Mr. Sandersfeld clarified the public notice requirements of the related ordinances.

Any PUD amendment would be at the City's discretion. Discussion ensued on a realistic timeline for the revised agreement. Council, staff and Ms. Tedrow agreed the agreement would be presented for approval at a Special Meeting on August 28th at 6:00 p.m.

ADJOURNMENT

There being no further business for discussion, Mayor Stile adjourned the meeting at approximately 8:18 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

EXHIBIT A

Mount Dora Groves South & Northeast CRA Expansion

Mount Dora Groves South (NE CRA) Fiscal Impacts to City of Mount Dora

- Assumptions:
 - Revenue Calculations are over 25-Year Horizon
 - Assumes 3% Annual Value Escalation for Developed Land Uses
 - Taxable Value @ 80% of Market Value
 - MF Detached: \$400,000 per DU (320 Units)
 - MF Attached: \$275,000 per DU (360 Units)
 - Commercial/Retail: \$225 per Square Foot (150K SF)
 - Base Taxable Value of Property: \$876,336
 - Impact Fees: Based on Schedule in Slide 2

Mount Dora Groves South (NE CRA) Fiscal Impacts to City of Mount Dora

Mount Dora Groves Development Impact Fee Schedule

Fee Type	Jurisdiction	Land Use	Rate	
Water	City	Single Family	\$1,340.00 Per DU	(1)
	City	Multifamily (3+BR)	\$1,340.00 Per DU	(1)
	City	Multifamily (1-2 BR)	\$1,116.22 Per DU	(1)
Sewer	City	Single Family	\$4,215.00 Per DU	(1)
	City	Multifamily (3+BR)	\$4,215.00 Per DU	(1)
	City	Multifamily (1-2 BR)	\$3,511.00 Per DU	(1)
Reclaimed Water	City	Single Family	\$500.00 Per DU	(1)
	City	Multifamily	\$500.00 Per DU	(1)
Parks/Rec	City	Single Family	\$2,814.64 Per DU	(1)
	City	Multifamily	\$1,412.45 Per DU	(1)
Public Library	City	Single Family	\$1,498.41 Per DU	(1)
	City	Multifamily	\$751.92 Per DU	(1)
Police	City	Single Family	\$298.52 Per DU	(1)
	City	Multifamily	\$776.14 Per DU	(1)
	City	Commercial	\$1,032.87 Per 1,000 SF	(1)
Fire/EMS	City	Single Family	\$443.81 Per DU	(1)
	City	Multifamily	\$228.63 Per DU	(1)
	City	Commercial	\$376.56 Per 1,000 SF	(1)

Mount Dora Groves South (NE CRA) Fiscal Impacts to City of Mount Dora

- TIF Revenue Estimates (25-Year)
 - City (5.9603): \$44.45 Million
 - County (5.0529): \$37.68 Million
 - Water Authority (0.3239): \$2.42 Million
 - TOTAL: \$84.55 Million
 - City's annual estimate of \$970,394 is a single-year current dollar estimate, if extended to 25 Years at 3% annual escalation, aggregate total would be \$35.38 million
- Impact Fees (City): \$5.98 Million
- Impacts are for south portion of project only
- Total Impacts: \$90.53 Million

Mount Dora Groves South (NE CRA) Fiscal Impact Comparison

	FEA	City
TIF Revenue	\$84,551,510	\$35,379,851
Impact Fees	<u>\$5,979,117</u>	<u>\$5,979,117</u>
Total	\$90,530,628	\$41,358,969

- Impacts are for south portion of project only, revenue estimates would be larger with development of north portion

City of Mount Dora Wastewater Capacity

City Policies

Comprehensive Plan Objective 1.7.D

- d. The City shall develop a wastewater facility plan for our utility service area where central wastewater systems are not currently available. The facility plan shall include: the delineation of areas within the utility service area that are to be served by central facilities within 5 years; a financially feasible schedule of improvements; an infrastructure work plan to build the facilities needed to implement the facility plan, including those needed to meet enhanced treatment standards adopted by the Department of Environmental Protection; and a phase-out of existing onsite septic tank systems where central facilities are available.

The term available shall be interpreted consistent with the definition of Chapter 381.0065(2)(a), F.S. The facility plan shall also include a long-range component addressing service utility service area outside of the 5 year horizon. In addition, the City shall establish a water reuse program that allows for reuse of reclaimed water on a site-by-site basis for development over a size threshold to be determined by the local government or on a jurisdiction-wide basis to minimize pumpage of groundwater for non-potable usage.

The City shall update the wastewater facility plan where the Total Maximum Daily Loads Program requires reductions in point source pollutants for a basin or as required by legislation for enhanced treatment standards.

Florida Statutes 361.0065:



(2) DEFINITIONS.—As used in ss. [381.0065-381.0067](#), the term:

(a) “Available,” as applied to a publicly owned or investor-owned sewerage system, means that the publicly owned or investor-owned sewerage system is capable of being connected to the plumbing of an establishment or residence, is not under a Department of Environmental Protection moratorium, and has adequate permitted capacity to accept the sewage to be generated by the establishment or residence; and:

1. For a residential subdivision lot, a single-family residence, or an establishment, any of which has an estimated sewage flow of 1,000 gallons per day or less, a gravity sewer line to maintain gravity flow from the property’s drain to the sewer line, or a low pressure or vacuum sewage collection line in those areas approved for low pressure or vacuum sewage collection, exists in a public easement or right-of-way that abuts the property line of the lot, residence, or establishment.

2. For an establishment with an estimated sewage flow exceeding 1,000 gallons per day, a sewer line, force main, or lift station exists in a public easement or right-of-way that abuts the property of the establishment or is within 50 feet of the property line of the establishment as accessed via existing rights-of-way or easements.

3. For proposed residential subdivisions with more than 50 lots, for proposed commercial subdivisions with more than 5 lots, and for areas zoned or used for an industrial or manufacturing purpose or its equivalent, a sewerage system exists within one-fourth mile of the development as measured and accessed via existing easements or rights-of-way.

4. For repairs or modifications within areas zoned or used for an industrial or manufacturing purpose or its equivalent, a sewerage system exists within 500 feet of an establishment’s or residence’s sewer stub-out as measured and accessed via existing rights-of-way or easements.

City Vision Update and Evaluation & Appraisal (EAR) Report: 2020

Demands of Growth on City Services

As the City of Mount Dora continues to expand its municipal boundaries and grow its population, there is also an increased demand on City Services. As a service provider, it is the City's obligation to anticipate and plan for the impact of growth on their capacity to adequately and efficiently provide reliable services at the adopted levels of service to existing and future development.

City Services:

- Roads
- Potable Water
- Waste Water
- Reclaim
- Stormwater
- Solid Waste
- Parks & Recreation

The City of Mount Dora increased in area by approximately 1.3% from 2011-2019, and the

population grew by approximately 18.9% during this same time period. However, the population within the municipal boundaries of Mount Dora are not the only population utilizing City Services. The City has adopted agreements which extend service areas beyond the municipal boundaries of the City. These areas are located within unincorporated Lake and Orange Counties and receive services from the City of Mount Dora.

Services provided by the City outside of the City's municipal boundaries include:

- Potable Water
- Waste Water

The City's service area for the provision of the above referenced services includes an area of approximately 20.4 square miles, of which 9.0 square miles are located outside of the City's municipal boundaries. There are approximately 32,255 residents currently being served by City potable water

and approximately 20,450 being served by City sewer. The population within the City's service area will experience future growth, however future development and growth within the portion of the service area located outside of the City's municipal boundary will be subject to Lake and Orange County's land use and growth management regulatory policies.



City Vision Update and Evaluation & Appraisal (EAR) Report: 2020

Wastewater (Sewer)

Any portions of the service area that are not served by the sewer system are served by septic tanks. Based on the total number of housing units and the known number of central sewer connections, there are approximately 1,100 septic tanks.

The City owns and operates two wastewater treatment plants (WWTP). The total capacity of both plants is 2.75 MGD. The existing wastewater facilities serve a population of approximately 20,450. The current annual average daily flow for the wastewater system is approximately 1.6 mgd.

LOS Standard: 300 gallons per day (GPD) per equivalent residential unit (ERU)

While capacity with the City's Wastewater treatment system appears adequate through the existing Comp. Plan horizon year of 2032 as shown above, the average annual growth rates suggest that the system will require improvements shortly after the horizon year. It would be appropriate to detail any needed/ planned improvements within the Infrastructure Element and Capital Improvement Element.

The 5-year Capital Improvement Program (2018/19-2022/23) includes several projects specific to the City's Wastewater system.

Note: The City of Mount Dora has initiated the preparation of a Utility Master Plan. Within the Utility Master Plan, a wastewater capacity analysis will be conducted.

Reclaim Water System

The City has and continues to actively support, both financially and with regulatory policies, the use of reclaimed water for irrigation purposes. The establishment of this large scale reclaimed water system took place in the late 1980's. Since then, the City has consistently funded its implementation and expansion. The City has approximately 2,440 Reclaimed Water Customers.

Currently, the City owns, operates, and maintains the reclaimed water distribution system which has a capacity of 2.16 MGD and in 2012 the City, added an augmentation with a well at WWTP #2 with a capacity of 1.00 MGD. There is approximately 10.00 miles of Reuse Water pipes throughout the city's service area. The City continues to monitor and evaluate the reclaimed water system to ensure that improvements keep pace with demand and any needed improvements become programmed in the Five-Year Capital Improvements Plan.

Recommend Comprehensive Plan Language

See Infrastructure and Capital Improvement Element sections for recommended Comprehensive Plan Language.

City Vision Update and Evaluation & Appraisal (EAR) Report: 2020

DATA & ANALYSIS | 04 |

Northeast CRA

The Northeast CRA will sunset in 2049.

The Redevelopment Plan was last updated in 2018.

Estimate of Northeast CRA annual increment revenue FY2018-FY2049: \$400,000-\$600,000

The Northeast CRA Plan provides recommended strategies and initiatives to revitalize the area, provide for business retention and expansion, and market the uniqueness of the Mount Dora Northeast area. The goal of the revitalization is to bring a new and improved dimension of the quality of life offered by the area, which directly influences new development and jobs in the area.

CRA Plan Goals:

[01] Economic Development

- Economic Development is building wealth in a community, encouraging economic growth, and improving quality of life. Several economic development initiatives are needed to eliminate conditions of blight within the Northeast CRA (Events, Branding, Public-Private Partnerships, Property Redevelopment, Job Training, and a local Community/ Recreation Center will serve as economic drivers in the community).
- Establish a multi-purpose Community/Recreation Center in the Northeast CRA.
- Incorporate cultural arts, education, and recreational events as critical components of Economic Development.
- Reposition the Northeast CRA market through branding, marketing, and wayfinding initiatives to recruit targeted uses/industries, retain businesses and improve quality of life.
- Create workforce programs, job training programs, and partner with local Northeast CRA businesses to

establish job training program for Northeast CRA residents.
Create a thriving Grandview Business District through public-private partnerships to encourage quality retail, restaurant, housing, and community facilities.

[02] Connectivity

- The ability to connect people to places through various modes of travel help to create diverse, vibrant and healthy communities. A comprehensive transportation network system connects people whether they are pedestrians, bicyclists, drivers, public transit riders or any combination of these travel methods.
- Improve pedestrian and bicyclist connectivity.
- Enhance existing school, park, and trail connectivity.
- Incorporate traffic management elements for pedestrian safety.
- Improve transit amenities and connectivity along bus route.
- Incorporate the Mount Dora Trails Master Plan.

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[03] Infrastructure

- It is important to coordinate all Northeast CRA, City, County, State & federally-funded infrastructure improvements. During the improvement process the Northeast CRA should push for best practice systems, resources, and providers.
- Coordinate roadway, sidewalk, landscaping, infrastructure, open space and community enhancement improvements.
- Stormwater Improvements.

Partner with non-profit organization that offers first time home buyer education.
Increase Northeast Community Policing efforts.

[05] Redevelopment Support

- The vision of elected officials and city staff is important for the private sector to understand. Both public and private sector vision is important and should align to spur redevelopment in an area. Updated land development regulations and an investor friendly environment is important for growth.
- Encourage and support redevelopment friendly land use regulations in the CRA.
- Use powers of borrowing and land acquisition & disposition to further redevelopment goals and initiatives.
- Provide economic incentives and other support for projects that further redevelopment goals and initiatives.
- Identify and pursue resources for successful implementation of CRA plan initiatives.

[04] Neighborhoods

- The Northeast neighborhood is comprised of single family and multifamily residential areas that are connected through walkable street grids. Housing improvements are needed for existing housing stock and a variety of new housing product needs to be delivered in the Northeast CRA.
- Work with the private sector to create a "healthy mix" of affordable, workforce, and market rate housing.
- Work with local, state, and federal entities and their affordable housing partners to encourage development of affordable and workforce housing.
- Create Life Safety program for owner-occupied housing.

Agreement Requirements

- Agreement proposes connection to City Utilities as the first option based on adequate capacity to serve being “Available”. Otherwise, connection would be to Eustis as permitted in the 2003 Interlocal Agreement:

“In the event that at any point during the term of the Agreement, including permitting, site work or construction of any or all of the Project that the City does not have Sufficient Capacity to service any portion or all of the Project, the Developer shall have the right to pursue connections to other governmental providers, including but not limited to the City of Eustis (and the City shall provide any necessary written consent required for such service) ...”

City Reporting

City Wastewater and Reclaim Master Plan Report Completed October 2021

1.2 Master Plan Objectives

This Wastewater and Reclaimed Water Master Plan was undertaken with the following objectives:

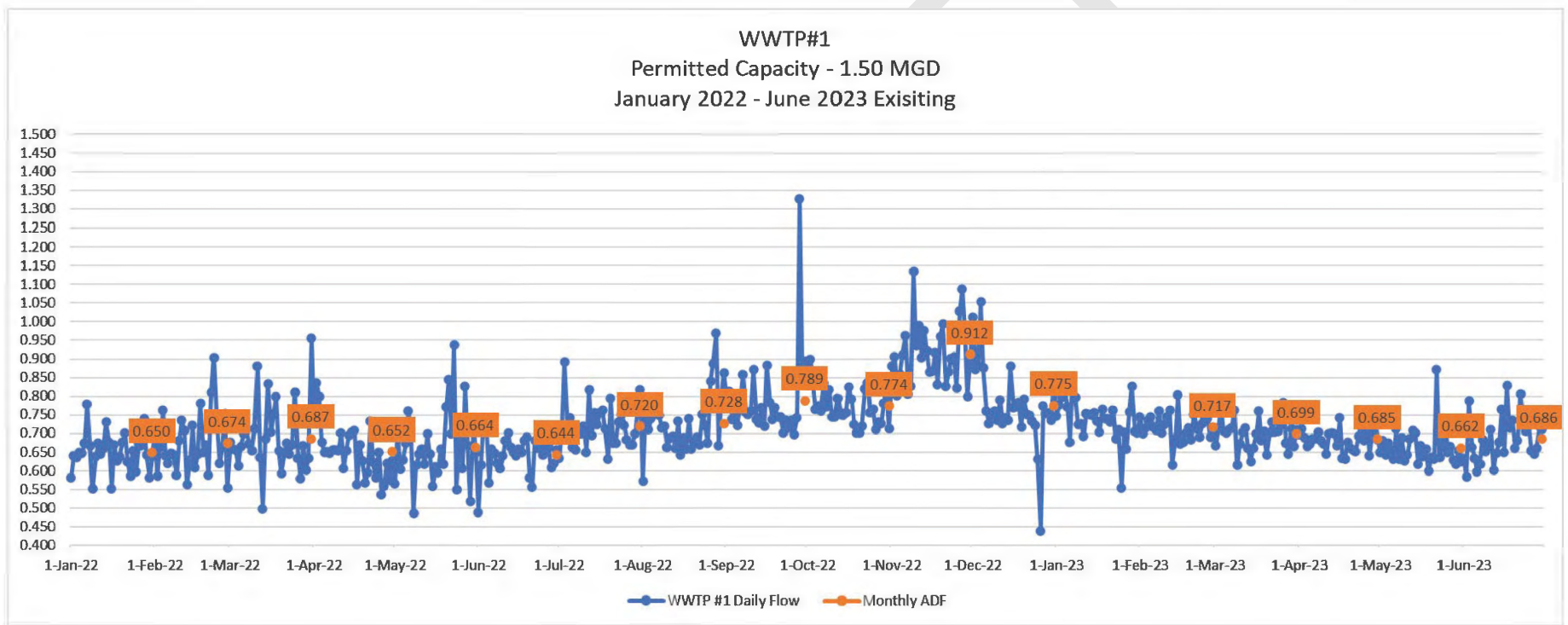
- Provide an overview of the City's existing wastewater treatment assets.
- Review the City's wastewater and reclaimed water service areas and areas targeted for expansion.
- Establish a wastewater level of service based upon historical wastewater demand data.
- Project the number of future connections and wastewater flows within the service area.
- Evaluate compliance with regulatory requirements related to wastewater treatment plant capacity and groundwater withdrawals for supplemental reclaimed water use.
- Develop recommendations for improvements to the wastewater treatment and collection systems to maintain compliance with existing and proposed future regulatory requirements and to accommodate new growth.
- Prepare conceptual opinions of probable construction cost for the recommended improvements.
- Prioritize recommended improvements into an implementation plan with triggers based upon growth in the number of new service connections.

In 2021 the City completed a Wastewater Masterplan which projected future flow into the system and recommended improvements with triggers based upon growth.

Wastewater Treatment Plant #1

- Wastewater Treatment Plant No. 1, located on Overhiser Lane, is the site of the original wastewater treatment plant serving the City. **Currently permitted** by the Florida Department of Environmental Protection (FDEP) at an annual average daily flow (AADF) of **1.5 MGD.**

WWTP #1 Daily Flow January 2022 – June 2023

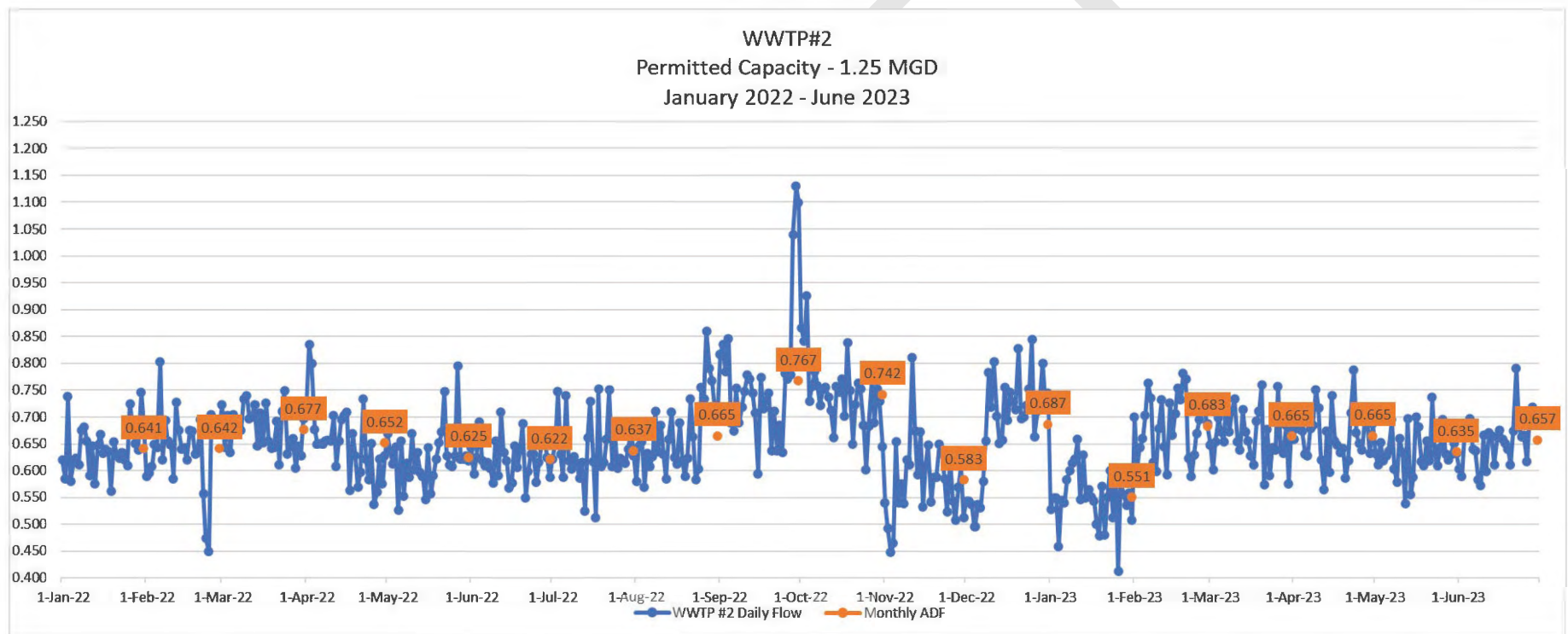


June 2023 – The monthly average daily flow is 686,000 GPD and total permitted capacity is 1.5 MGD

Wastewater Treatment Plant #2

- Wastewater Treatment Plant No. 2, located on State Route 46, was constructed in 2005 to serve additional development east of US Route 441. Currently permitted by FDEP at an annual average daily flow (AADF) of 1.25 MGD, WWTP No. 2 was designed with a layout that anticipated future expansion to accommodate larger flows in the eastern portion of the service area.

WWTP #2 Daily Flow & January 2022 – June 2023

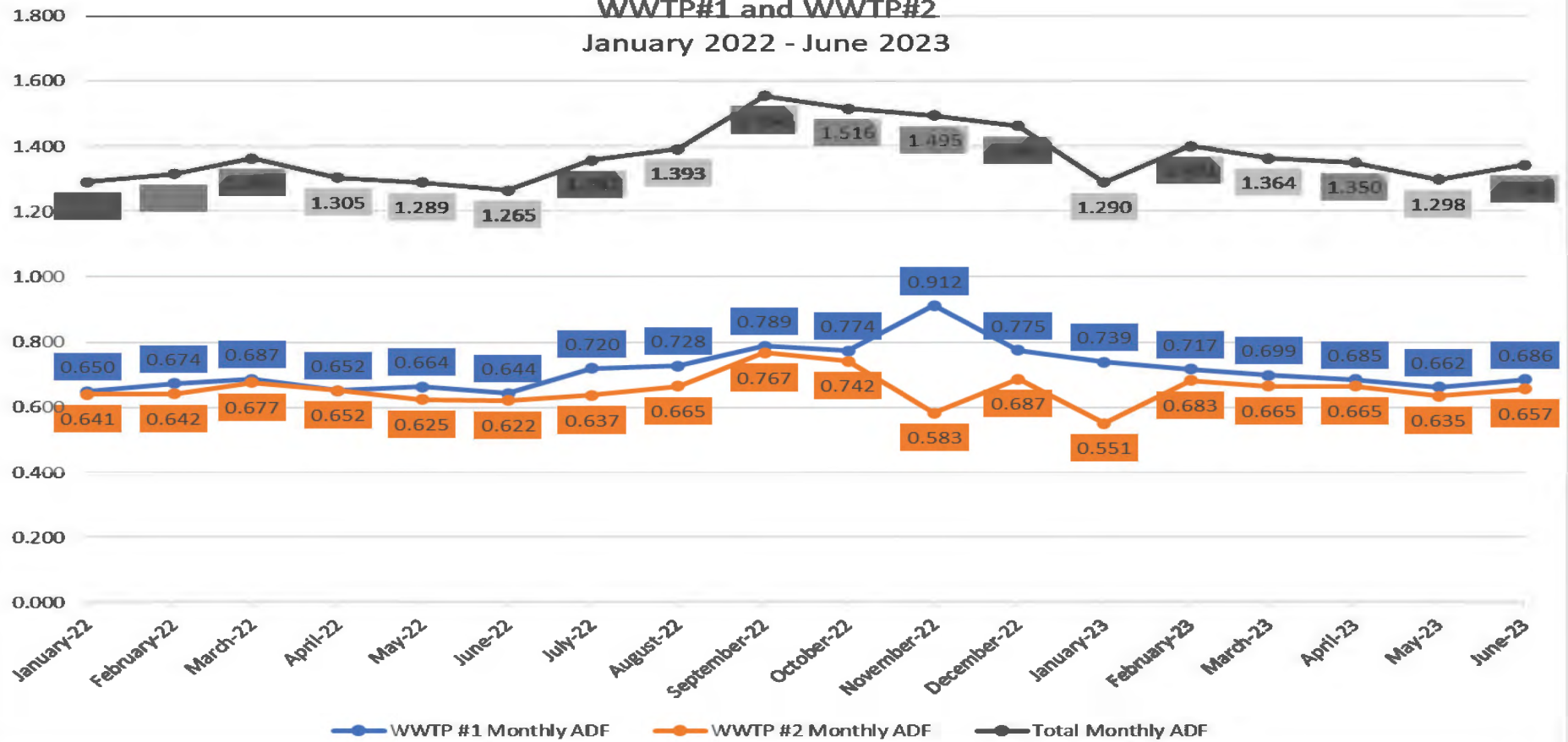


June 2023 monthly average daily flow was 657,000 GPD and total permitted capacity is 1.25 MGD

WWTP #1 & 2 Total Capacity

- WWTP #1 - Permitted Capacity – 1.5MGD
- WWTP#2 – Permitted Capacity – 1.25MGD
- **TOTAL PERMITTED CAPACITY = 2.75MGD**

City of Mount Dora
WWTP#1 and WWTP#2
January 2022 - June 2023



June 2023 combined monthly average daily flow is 1.343 MGD and total permitted capacity is 2.75 MGD

Current and Future Wastewater Flow

- At the completion of the build-out of the Wolf Branch Innovation District, the Joint Planning Area, and the City limits, it is estimated that there will be nearly 23,200 Equivalent Residential Units (ERUs) within the City's service area. Wastewater flows will reach 2.92 MGD on an annual average daily flow basis, which exceeds the combined FDEP permitted capacity of Wastewater Treatment Plants No. 1 and 2 of 2.75 MGD.

Development Type	ERUs	Annual Average Daily Flow (gpd)
Existing Development	10,316	1,294,000
Wolf Branch Innovation District	4,202	529,452
Mount Dora City Limits	4,923	620,298
Joint Planning Area	3,757	473,382
Total	23,198	2,917,132

The October 2021 Wastewater Masterplan shows the City utility service area at full build out will reach wastewater flows of 2.92 MGD, which exceeds combined permitted capacity of 2.75 MGD.

Wastewater Flow Growth Projections

- Over the period between 2015 and 2020, growth in the City's service area averaged 1.7% per year. With the completion of the Wekiva Parkway, and in anticipation of the Wolf Branch Innovation District beginning to develop, the anticipated future growth rate was doubled to a conservative 3.4 percent for planning purposes. A summary of the 20-year wastewater flow growth projections is presented in **Table 3-13**.

Table 3-13: Wastewater Flow Growth Projections

Year	Assumed Growth Rate	Projected Wastewater Flow (gpd)
2020	3.4%	1,337,996
2021	3.4%	1,383,488
2022	3.4%	1,430,526
2023	3.4%	1,479,164
2024	3.4%	1,529,456
2025	3.4%	1,581,457
2026	3.4%	1,635,227
2027	3.4%	1,690,825
2028	3.4%	1,748,313
2029	3.4%	1,807,755
2030	3.4%	1,869,219
2031	3.4%	1,932,773
2032	3.4%	1,998,487
2033	3.4%	2,066,435
2034	3.4%	2,136,694
2035	3.4%	2,209,342
2036	3.4%	2,284,459
2037	3.4%	2,362,131
2038	3.4%	2,442,443
2039	3.4%	2,525,487
2040	3.4%	2,611,353

2022 Combined Annual Average Daily Flow

- 2022 WWTP #1 = .722 MGD
- 2022 WWTP #2 = .662 MGD
- 2022 Total AADF = 1,384,000 GPD
- 2022 Total Projected Annual Flow – 1,430,526 GPD (2021 Master Plan)

The actual flow through the system in 2022 was 46,526 GPD less than projected using a 3.4% assumed growth rate.

WWTP #1 Capacity Analysis Report

Date December 2022

3.2 Flow Projections

The annual average daily flow for the facility in 2022 was 0.720 MG. The flow rate per person was calculated using the 2022 annual average flow and 55% of the estimated population of 16,665 people. Thus, the total flow generated is 78.6 gallons per day per person. We will use 78.6 gallons per day per person and a population growth rate of 3.40% for our AADF projections in **Table 3-1**. The annual average daily flow is expected to exceed 60% of the permitted capacity of the City of Mount Dora WWTF #1 by approximately 2028, and reach 70% capacity by 2033. **Figure 3** displays the flow projections compared to the limit of capacity for Mount Dora WWTF #1.

4.0 SUMMARY AND CONCLUSIONS

The maximum three-month average daily flow reached 0.872 MGD during the month of November 2020. Based on three-month average daily flows for the past 6-year period, the treatment facility is operating at approximately 42 to 58% capacity. The WWTF has a high removal efficiency of COD₅ and TSS as well. Using the projected flows from **Table 3-1**, the facility is not expected to exceed the current permitted capacity in the next 10 years.

The City is preparing to expand the wastewater treatment facility to deal with flow predicted to increase over the next 10 years.

The City stated in their capacity analysis report - WWTP#1 is not expected to exceed current capacity in the next 10 years.

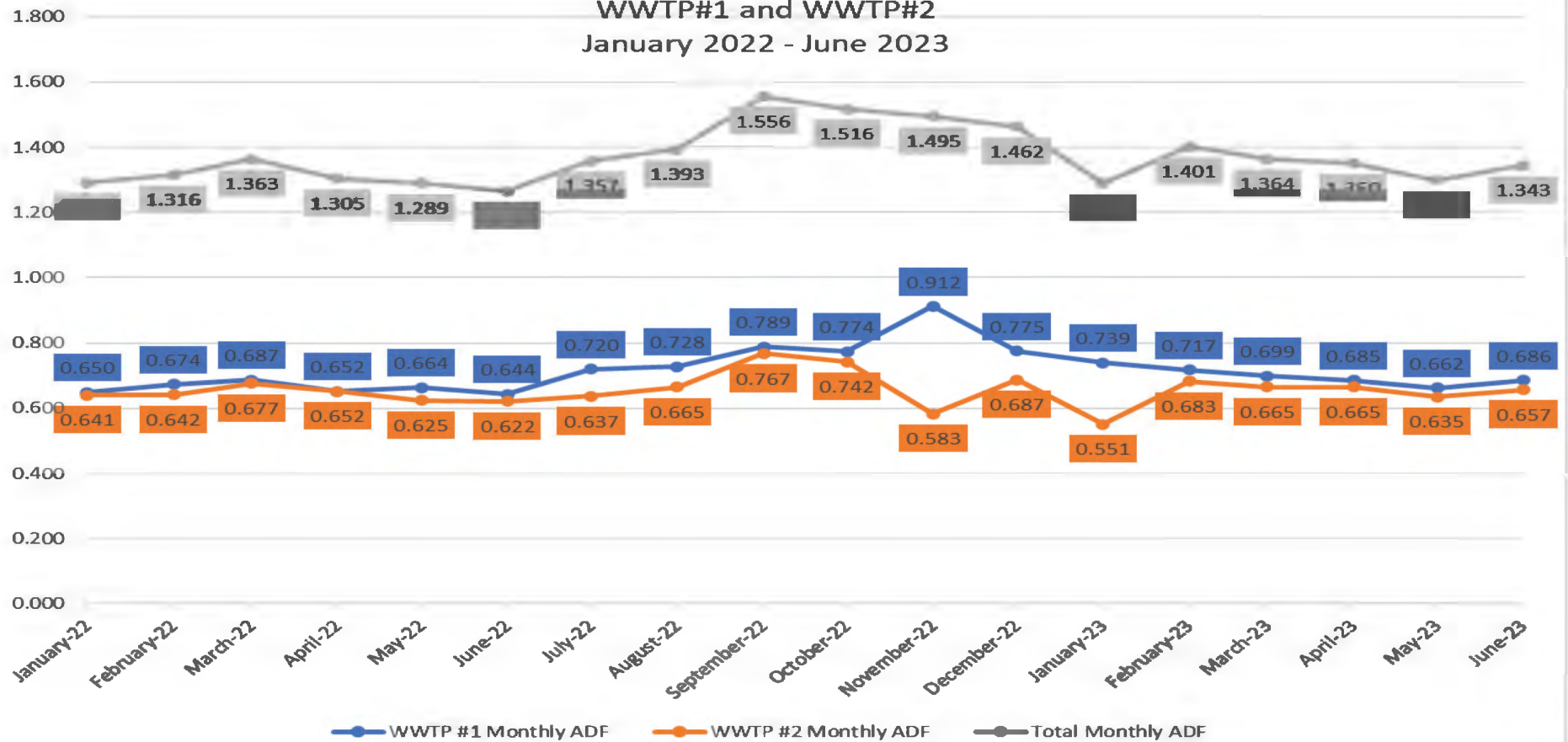
WWTP #2 Capacity Analysis Report

Date December 2021

Based on the conservative 3.40% growth rate, Table 5 indicates that the CoMD WWTP #2 will reach 100% of its permitted capacity limit at a some point after the year 2040. At no point in the next 10-year period, based on the projections above, is the FDEP permitted capacity of the plant expected to be exceeded. Further it is not until the year 2033, that the WWTP #2 will exceed 75% of the permit capacity.

WWTP #2 is not expected to reach 100% capacity until some point after the year 2040 and at no point in the next ten-year period, based on City projections, is the FDEP permitted capacity of the plant expected to be exceeded.

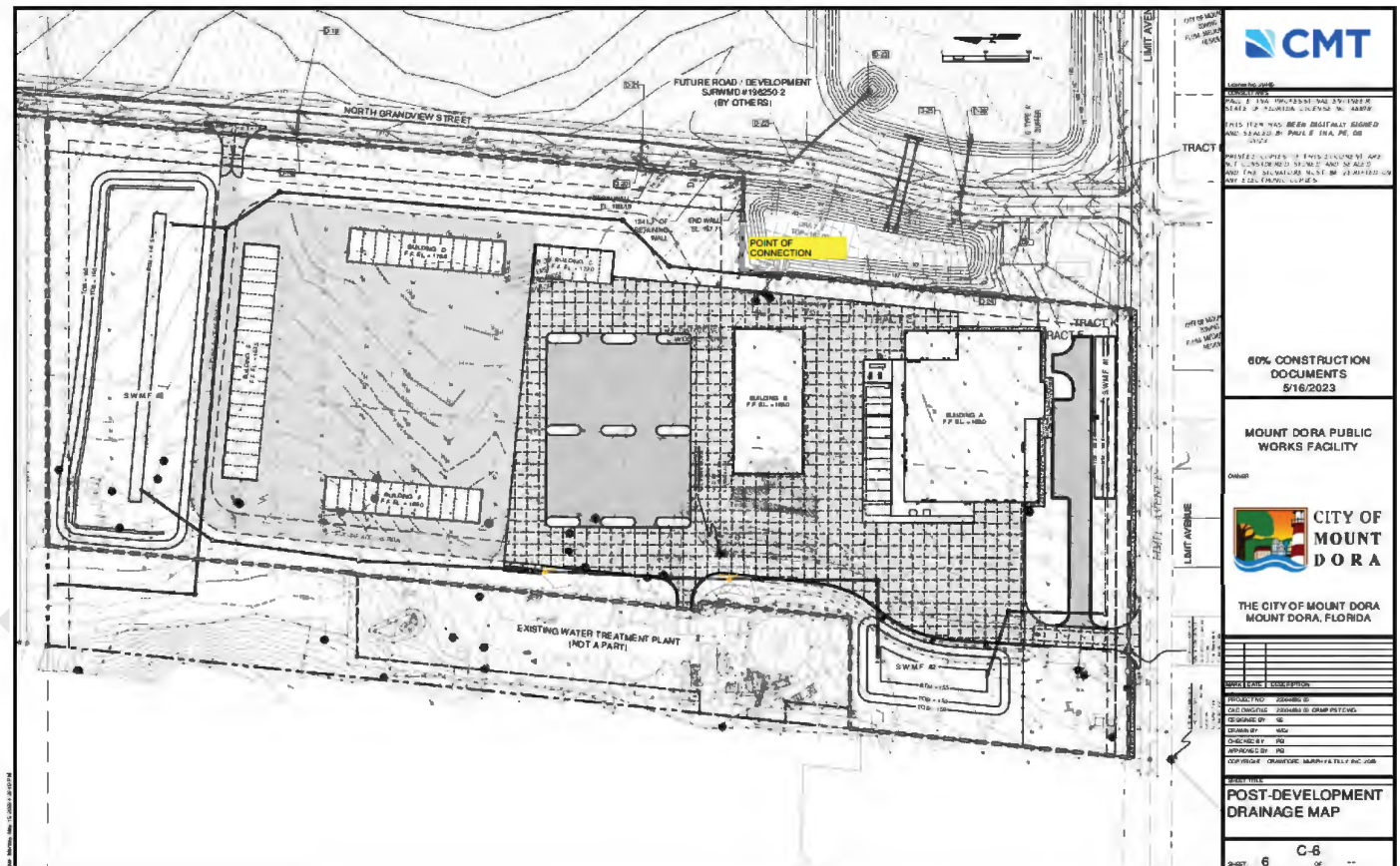
City of Mount Dora
WWTP#1 and WWTP#2
January 2022 - June 2023



June 2023 combined monthly average daily flow is 1.343 MGD and total permitted capacity is 2.75 MGD

Proposed Drainage Connection Point

Request is simply for a drainage easement to accommodate the current flow of 25.94 cubic feet per second, which the City would have to accommodate regardless of our development





CITY OF MOUNT DORA, FLORIDA CITY COUNCIL SPECIAL MEETING MINUTES

August 28, 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 Crissy Stile called to order the Special Meeting of the Mount Dora City Council.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Present

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

Also Present

Vince Sandersfeld, Acting City Manager
Sherry G. Sutphen, City Attorney
Jeanann Hand, City Clerk

Members Not Present

John Cataldo, District 1

PRESENTATION

I. Mount Dora Fun Fact

Mayor Stile reported that the meaning of Idalia, a name of Italian origin, is “Behold the sun.”

PUBLIC COMMENT

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

ACTION ITEMS

I. Direction Related to the Lindsay Greene Investigation

Attorney Lindsay Greene, who is investigating a staff complaint regarding the City Manager, requested Ms. Sutphen ask Council for direction regarding whether Council would like Ms. Greene to begin a second investigation to include a separate reported matter. An investigation of the second matter had begun within the City before the City Manager directed the Interim Human Resources Director to halt investigations.

Councilmembers discussed their preferences for handling the second matter.

They asked questions regarding the second claim and Ms. Sutphen provided answers when available.

Councilmember Bryant spoke in favor of Ms. Greene completing the first investigation and

Council hearing the results of that investigation before Ms. Greene initiates work on the separate matter.

Prior to the meeting, Ms. Sutphen had spoken to Councilmembers individually to seek direction on this matter, but could not draw a conclusion from those individual conversations. Ms. Sutphen told Council that Councilmember Cataldo directed her to inform Council he was agreeable to having Ms. Green gather information for both investigations simultaneously, but that the information be recorded in two separate reports and billed separately.

Councilmember Rolfson agreed with Councilmember Cataldo's message delivered by Ms. Sutphen. He voiced support for Ms. Greene covering both investigations at the same time, but suggested that the investigations be recorded and billed separately. He mentioned the importance of continuing to move forward.

Vice-mayor Crail spoke in favor of concluding one investigation before beginning a second one. Councilmember Dawson agreed.

Mayor Stile spoke in favor of Ms. Greene continuing the first investigation, but gathering information on the second investigation if information becomes available as the first investigation continues. She emphasized she did not want to see the conclusion of the first investigation delayed, but pointed out the other complaint signifies that an additional situation needs to be addressed promptly.

Councilmember Walker asked about the timeframe for finishing the current investigation. Ms. Sutphen explained more witnesses were involved than initially anticipated.

MOTION BY VICE-MAYOR CRAIL TO INSTRUCT LINDSAY GREENE TO COMPLETE AS SOON AS POSSIBLE HER INVESTIGATION ON THE WHISTLEBLOWER CLAIM, AND ONCE COMPLETED, HAVE COUNCIL CONSIDER WHETHER MS. GREENE WILL INVESTIGATE THE SECOND CLAIM; COUNCILMEMBER DAWSON SECONDED THE MOTION.

Mayor Stile opened public comment.

Joe Lewis, 148 Charles Avenue, spoke in support of Council following through on the first investigation before initiating a second with Ms. Greene.

Mayor Stile closed public comment.

MOTION PASSED BY A 5-1 ROLL CALL VOTE.

YES Crail
Dawson
Walker
Bryant
Stile

NO Rolfson

2. **Request approval of the Pre-Annexation Agreement with Brochman, LLC, Simpson Family Partnership, Ltd., and Mount Dora Groves Company related to the Mount Dora Groves North and South Development and authorization for the Mayor to execute the Agreement on behalf of the City; approval of the Drainage Easement Agreement in accordance with the Pre-Annexation Agreement and authorization for the Mayor to execute the Easement on behalf of the City; and authorization for the Mayor to execute the Temporary Access and Construction Easement Agreement upon request pursuant to the terms of the Pre-Annexation Agreement**

Mr. Sandersfeld briefly reviewed the history of the development and the agreement and stated that staff recommends approval of the agreement and the two annexation ordinances that will be presented later in the meeting. He described the property involved. He reported that City staff and the developer's representatives interacted amicably to arrive at the agreement being presented to Council at this time. He mentioned the benefits of moving forward with the agreement, namely impact fees, future property tax and adding these citizens to be part of our community. The development includes some commercial and mixed-use elements along 441.

Councilmember Rolfson spoke in support of approval without qualification.

Councilmember Bryant would like assurance the property will be annexed. He questioned the words "may be annexed" in the agreement. Mr. Sandersfeld noted that the agreement outlines the process for annexation. Ms. Sutphen explained the language is reflective of planned voluntary annexation. The annexation ordinances are already on the agenda. The agreement is not required by either party, but it is helpful for both parties in preparation for annexation, especially with regard to expansion of the Northeast CRA, and timing that expansion to occur before the property closes.

Councilmember Bryant confirmed water and sewer capacity worries have been addressed and that both parties are satisfied. Ms. Sutphen explained the agreement secures the timeframe within which the City can guarantee water and sewer utilities for the development. A three-year period has been defined in the agreement and the development will occur within that three-year period. The agreement allows the developer to seek utilities from a different provider if the City is not able to provide, although with this agreement, the City is guaranteeing it can provide water and sewer within the defined timeframe. If the developer does need to turn to a different provider, the City of Mount Dora would still annex the property.

The dates for the second readings of the annexation ordinances are based on trigger dates related to the developer's plans. The second readings will take place as immediately as possible after the trigger dates.

There are various reasons the developer may choose not to move forward with voluntary annexation even after the agreement is signed. If that were to occur, Ms. Sutphen

explained the City could still annex, but it would be a process of forced annexation. Approving this agreement holds no ill consequence for the City. She stated if the developer chooses not to move forward with this agreement, the City is in no different position than it is now.

There are two annexation ordinances because there is one for the north side and one for the south side; the two sides may develop according to different timelines. The separate ordinances also make the documents clearer for each purpose.

Councilmember Walker confirmed that if the developer chose not to move forward according to the agreement, the City loses nothing.

Mayor Stile confirmed with Mr. Sandersfeld that the City is providing landscape buffers. The Mayor confirmed with Deputy Planning Director Adam Sumner that the Northeast CRA and Downtown CRA advisory boards support approval of this agreement. Mr. Sumner stated the plan amendment has not yet been brought to the advisory boards.

Mayor Stile confirmed the appropriateness of the word “corporations” on page one of the agreement in the third paragraph, second “whereas” clause. Ms. Sutphen confirmed the word choice could stand. The Mayor confirmed with Mr. Sandersfeld that utilities are provided as a package, meaning water and sewer must be provided together.

No upsizing of pipes is being considered at this time.

Mayor Stile opened public comment.

James Homich, 621 East Fifth Avenue, objects to the agreement, disagreeing that it does no harm to the City’s position in moving forward with the development. He pointed out the agreement is binding for both the City and the developer, and stated it places a burden upon the City if the developer does not annex.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON FOR APPROVAL OF THE PRE-ANNEXATION AGREEMENT AS SET OUT ON PAGE NINE OF THE AGENDA PACKET; COUNCILMEMBER WALKER SECONDED THE MOTION.

Councilmember Walker asked Ms. Sutphen to address Mr. Homich’s comment. Ms. Sutphen reiterated the agreement pertains to voluntary annexation. The City can force annex if the other party chooses not to voluntarily annex. Trust is involved, and the City is not guaranteeing capacity availability without the annexation. Either party can sue. There would be formalities to terminate the pre-annexation agreement if the other party chose not to annex.

Tara Tedrow, legal representative for the developer, pointed out the good faith efforts put forth by the developer, noting that the expense and time spent demonstrate the true intentions of the developer. The agreement provides a reservation period within which the developer has to get everything done. In turn, the City guarantees capacity for their development. Any language in the agreement mentioning “at the discretion of the developer” is merely indicating this will be a voluntary annexation.

Councilmember Walker spoke in favor of the agreement.

MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES Rolfson
Walker
Dawson
Bryant
Crail
Stile

NO None

3. Request Approval of Amendment One to the Agreement between the City of Mount Dora and Ceres Environmental Services, Inc. Related to Emergency Debris Hauling and Disposal Services

Ms. Sutphen explained this item was moved up from the September 7th agenda because of the impending tropical storm. The agreement lapsed as of April 15th and will be extended until December 31, 2023. Solicitation for a new debris hauler contract will be put together before the end of this extended agreement. The extension covers the City for this hurricane season.

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

MOTION BY COUNCILMEMBER WALKER TO APPROVE AMENDMENT ONE TO THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND CERES ENVIRONMENTAL SERVICES, INC. RELATED TO EMERGENCY DEBRIS HAULING AND DISPOSAL SERVICES; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES Walker
Crail
Rolfson
Dawson
Bryant

Stile

NO None

PUBLIC HEARINGS

1. Request approval of First Reading of Ordinance No. 2023-16, Mount Dora Groves North Annexation for Simpson Family Partnership LTD (143.86 Acres)

City Attorney Sutphen read Ordinance No. 2023-16, Mount Dora Groves North Annexation for Simpson Family Partnership LTD (143.86 Acres) by title only.

ORDINANCE NO: 2023-16

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF US HIGHWAY 441 AND EAST OF SR 44; 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.

Mr. Sandersfeld explained the City received a petition for voluntary annexation. The property will be subject to the pre-annexation agreement approved earlier in the meeting. Staff recommends approval of the first reading. The second reading will be held pursuant to notification from the property owner/applicant/developer.

Mayor Stile opened public comment.

Christine King Harris, 402 Jackson Avenue, spoke about the ownership of the property.

Mayor Stile closed public comment.

Mayor Stile confirmed with Mr. Sandersfeld that construction-related burning would be coordinated with the Fire Department.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-16, MOUNT DORA GROVES NORTH ANNEXATION FOR SIMPSON FAMILY PARTNERSHIP LTD; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES Rolfson
Dawson
Walker
Bryant
Crail
Stile

NO None

2. Request approval of First Reading of Ordinance No. 2023-17, Mount Dora Groves South Annexation for Simpson Family Partnership LTD and Mount Dora Groves Co. Inc., (80.70 Acres)

City Attorney Sutphen read Ordinance No. 2023-17, Mount Dora Groves South Annexation for Simpson Family Partnership LTD and Mount Dora Groves Co. Inc., (80.70 Acres) by title only.

ORDINANCE NO: 2023-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF US HIGHWAY 441, NORTH OF LIMIT AVENUE, AND EAST OF DONNELLY STREET; 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.

Mr. Sandersfeld explained the City received a petition for voluntary annexation. The property will subject to the pre-annexation agreement approved earlier in the meeting. Staff recommends approval.

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

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-17, MOUNT DORA GROVES SOUTH ANNEXATION FOR SIMPSON FAMILY PARTNERSHIP LTD AND MOUNT DORA GROVES CO. INC.; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES Walker
Crail
Rolfson

Dawson
Bryant
Stile

NO None

3. Request adoption of Resolution No. 2023-39, State of Emergency Related to Tropical Storm Idalia

Ms. Sutphen read Resolution No. 2023-29, State of Emergency Related to Tropical Storm Idalia by title only.

RESOLUTION NO. 2023- 39

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LOCAL STATE OF EMERGENCY STEMMING FROM TROPICAL STORM IDALIA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE DECLARATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR THE INAPPLICABILITY OF EMERGENCY EVENT RESPONSE PAY; PROVIDING FOR THE DURATION OF THE LOCAL STATE OF EMERGENCY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld explained the resolution follows the Governor's declaration of a state of emergency. Staff recommends adoption of the resolution.

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

MOTION BY VICE-MAYOR CRAIL TO ADOPT RESOLUTION NO. 2023-39, STATE OF EMERGENCY RELATED TO TROPICAL STORM IDALIA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES Crail
Walker
Rolfson
Dawson
Bryant
Stile

NO None

DISCUSSION ITEM

1. Response to the Lake County Legislative Delegation

This item addresses a possible response to a letter the City received from the Lake County Legislative Delegation regarding the recent resolution adopting the Safe Place Initiative. Mayor Stile explained that, before she responds on Council's behalf, she wished to hear from Council whether they would like to respond, and if so, what they believe that response should be.

The Mayor reported the City Manager informed the Mayor he was in favor of not responding. The Mayor would like to respond in some way to indicate acknowledgement of receipt. Councilmember Dawson expressed the opinion a response is not necessary since this is a Home Rule issue. Vice-mayor Crail suggested a response of acknowledgement as a courtesy. He spoke of the City's willingness to adjust the program for inclusivity without diminishing the initiative's purpose.

Councilmember Rolfson informed Council that he was contacted by State Representative Yarkosky shortly after the resolution's adoption, and related to them the delegation's request to meet with Councilmember Rolfson. Councilmember Rolfson recounted the circumstances of the meeting not taking place and his subsequent letter sent to the members of the delegation mentioning the meeting and the related subject matter. He informed Council of his communicating to the members of the delegation that he would recommend to the Council an adjustment of the initiative responsive to the concerns expressed by the delegation in their letter to the City.

Councilmember Bryant referred to Home Rule, and spoke in favor of a response to the delegation out of courtesy. He did concur with Councilmember Rolfson regarding the value of the City's relationship with the delegation.

Councilmember Walker reminded those present that the date of this meeting coincides with the 60th anniversary of the March on Washington. He stated that he stands behind his original vote to be an ally for all communities.

MOTION BY COUNCILMEMBER ROLFSON TO CRAFT, ON BEHALF OF COUNCIL, AN ACKNOWLEDGEMENT OF RECEIPT OF THE DELEGATION'S LETTER, AND THAT THE CITY CLERK AND THE CITY ATTORNEY HAVE A CHANCE TO REVIEW THE MAYOR'S DRAFT BEFORE IT IS SENT OUT; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES Rolfson
Walker
Dawson
Bryant
Crail
Stile

NO None

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 7:38 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of the Interlocal Agreement Between the City of Mount Dora and Lake County Related to the Maintenance of Certain Facilities for the Lake County Roundabout Project at Eudora Road/CR19/Old Highway 441

Introduction:

This is a request for the Council to approve an interlocal agreement with Lake County regarding maintenance of certain facilities for a new County roundabout to be constructed at the Eudora Road / CR-19 / Old Highway 441 intersection.

The agreement attached at the time of the publication of this agenda is the original agreement sent by Lake County to the City. It was confirmed on September 15, 2023, that the attached agreement has been reviewed and approved by the Lake County Attorney. The attached agreement has not yet been reviewed or approved by the City Attorney. The City Attorney has not been involved in any of the negotiations for this agreement. Staff is requesting the City Attorney review the attached agreement before the September 21, 2023, City Council Regular Session.

Discussion:

In the attached agreement, the City agrees to:

- Relocate its water and wastewater utility lines to accommodate construction of the roundabout by Lake County.
- Maintain new landscaping and sidewalks to be installed by Lake County inside the CR 19, Eudora Road, and Old Highway 441 right-of-ways.
- Provide water and a water meter for irrigation purposes in the roundabout project area at the city's expense.
- Install, maintain, and supply power to street lighting as part of the roundabout project at the city's expense.
- Accept Lake County modifications to traffic signals in the roundabout project area.

Budget Impact:

No budget impact in the current Fiscal Year 2022-23. Budgeted expenditure in Fiscal Year 2023-24.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approval of the interlocal agreement with Lake County regarding maintenance of certain facilities for a new County roundabout at Eudora Road / Old Highway 441 intersection.

Attachment(s):

1. Agr w Mount Dora final

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

Approved - 8/29/2023
Approved - 9/15/2023
Approved - 9/15/2023
Final Approval - 9/15/2023

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
CITY OF MOUNT DORA, FLORIDA
REGARDING CR 19A, EUDORA ROAD & OLD HIGHWAY 441 ROUNDABOUT**

THIS IS AN INTERLOCAL AGREEMENT (“Agreement”) by and between Lake County, Florida, a political subdivision of the State of Florida (“County”) and the City of Mount Dora, a municipal corporation (“City”), collectively the “parties,” regarding the roundabout to be constructed at CR 19A, Eudora Road and Old Highway 441.

WHEREAS, for the purpose of improving the intersection of County Road 19A (CR 19A), Eudora Road, and Old Highway 411, the County intends to construct a roundabout at CR 19A, Eudora Road, and Old Highway 441 (hereinafter referred to as the “Roundabout Project”); and

WHEREAS, as part of the Roundabout Project the County intends to include additional improvements such as a drainage system, sidewalks, curb, lighting, traffic signals, and landscaping at or near the Roundabout Project; and

WHEREAS, the roundabout will be located within the limits of the City; and

WHEREAS, the County and the City agree that entry of this Agreement between them regarding the Roundabout Project is in the interest of both parties and their public health, safety and welfare.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. Agreement.

A general depiction of the roundabout project is presented in Exhibit A.

A. Wastewater. As part of the Roundabout Project, the City, at its costs, agrees to relocate the City’s wastewater main located within or adjacent to the area of the Roundabout Project. The City will provide construction plans for the

wastewater main relocation. The City's utility plans will be bid with the County's Roundabout Project bid.

- B. Watermain. As part of the Roundabout Project, the City, at its costs, agrees to relocate the City's watermain located within or adjacent to the area of the Roundabout Project. The City will provide construction plans for the watermain relocation. The City's utility plans will be bid with the County's Roundabout Project bid.
- C. Landscaping. The County agrees to install landscaping and irrigation, at the expense of the County, as part of the construction of the Roundabout Project. The City agrees to provide water and water meter to the roundabout at the City cost. The City has reviewed the landscape concept plan as presented in Exhibit B and Exhibit D, and the City has no objection to the installation of the landscaping consistent with this concept design plan. However, the hardscape pyramid element in the middle of the roundabout is excluded from this project. The City may construct this element at a later time at their expense. In the event there is a modification to the concept design plan, the County agrees to provide the City with notice of the modification. After completion of the construction of the Roundabout Project the City agrees to maintain the landscaping and irrigation at and near the roundabout. For purposes of this Agreement, maintenance includes but is not limited to mowing, edging, trimming, sprinkler replacement, and irrigating. The City agrees to replace, at its cost, any dead or damaged landscaping. The County reserves the right to remove, with 7 days notice to the City, any landscaping that is found by the County's Public Works Director or designee to be a safety hazard to vehicles, pedestrians, or bicycle traffic, and shall not be responsible for replacement of said landscaping.
- D. Sidewalks. The County agrees to install sidewalks, at the expense of the County, as part of the construction of the Roundabout Project. The City has reviewed the full design plan set, and the City has no objection to the installation of sidewalks consistent with this concept design plan. After completion of the construction of the Roundabout Project the City agrees to

maintain the sidewalks constructed as part of this roundabout project and as illustrated in Exhibit D. For purposes of this Agreement, maintenance includes but is not limited to replacing broken sidewalk, grinding raised sidewalk edges, and correcting tripping or slipping hazards. The City agrees to maintain the sidewalk at its cost. The County reserves the right to make any needed corrections to the sidewalk, with 14 days' notice to the City.

- E. The City agrees to provide water and water meter to the roundabout at the City cost primarily for landscape irrigation.
- F. Street Lighting. The County agrees to have installed, at the County's expense, street lighting as part of the Roundabout Project. The County will ensure the initially installed lighting meets the requirements of the State of Florida, Department of Transportation (FDOT). The City has reviewed the full lighting plan set, and the City has no objection to the installation of the street lighting consistent with this lighting plan as illustrated in Exhibit E. In the event that the County modifies the lighting plan, the County will notify the City. Once the lighting is installed, the County will notify the City of the completion of the installation. The day after receipt of the County's notification, the City agrees that it will responsible for all ownership, operation, maintenance of and utility charges for the lighting installed as part of the Roundabout Project. The County will not be responsible for payment of utility fees and charges for the operation of the subject street lighting. In the event the City modifies the street lighting, the City will be responsible for ensuring the new fixtures, wattage, lumens and parts meet FDOT requirements.
- G. Traffic Signal: The traffic signal located approximately 560-ft east of Eudora Road, as shown in Exhibit C, will be placed in yellow flash mode as part of the Roundabout Project. At a later date, the County in its sole discretion may completely remove said traffic signal or relocate the signal to the Old Highway 441 and Poinsettia Drive/Golden Lane intersection near the existing Dairy Queen restaurant.

3. Termination. Either party shall have the right to terminate this Interlocal Agreement for cause with thirty (30) days written notice to the other, so long as the construction of the Roundabout Project has not yet been awarded by the County. Once the Roundabout Project has been awarded by the County to a contractor, this Agreement cannot be terminated unless mutually agreed upon by the parties in writing.

4. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

5. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
P.O. Box 7800
Tavares, Florida 32778

TOWN

City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

- A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.
- B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.
- C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

6. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

7. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

8. **Effective Date.** This Agreement shall become effective upon the date the last party hereto executes it (“effective date”).

List of Exhibits

Exhibit A	Roundabout Aerial Location Map
Exhibit B	Hardscape Pyramid Not Included in Construction
Exhibit C	Traffic Signal to be Placed in Flash Mode
Exhibit D	Landscape Concept Plan
Exhibit E	Lighting Concept Plan

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and the City of Mount Dora, Florida, through its Mayor.

CITY

CITY OF MOUNT DORA, FLORIDA

Crissy Stile, Mayor

This ____ day of _____, 2022.

ATTEST:

Jeanann Hand, City Clerk

Approved as to form and legality:

Sherry Sutphen, City Attorney

COUNTY

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

Sean M. Parks, Chairman

This _____ day of _____, 2022.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

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INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD & OLD 441
 ROUNDABOUT

EXHIBIT B

Hardscape Pyramid Not Included in Construction

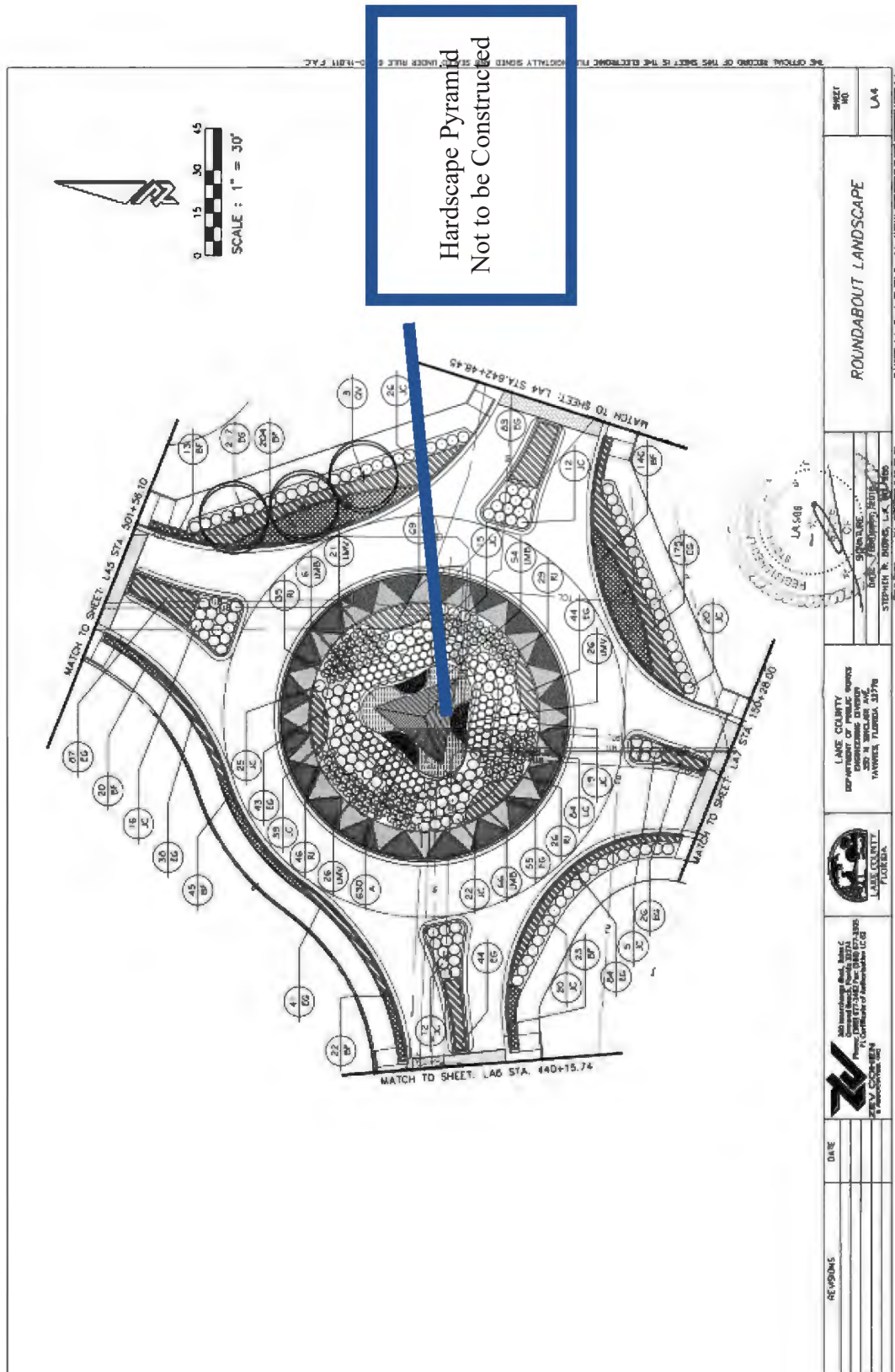
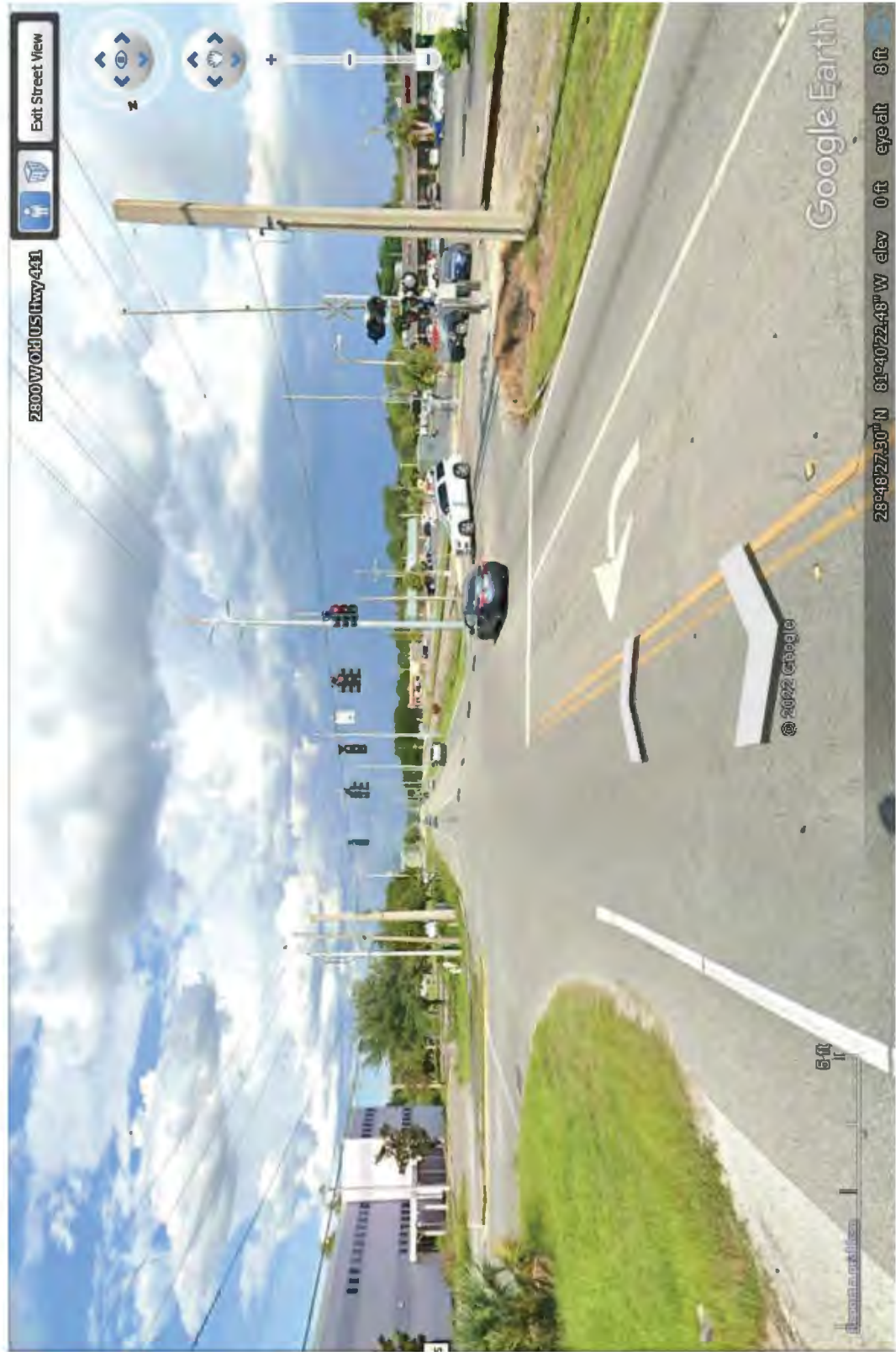
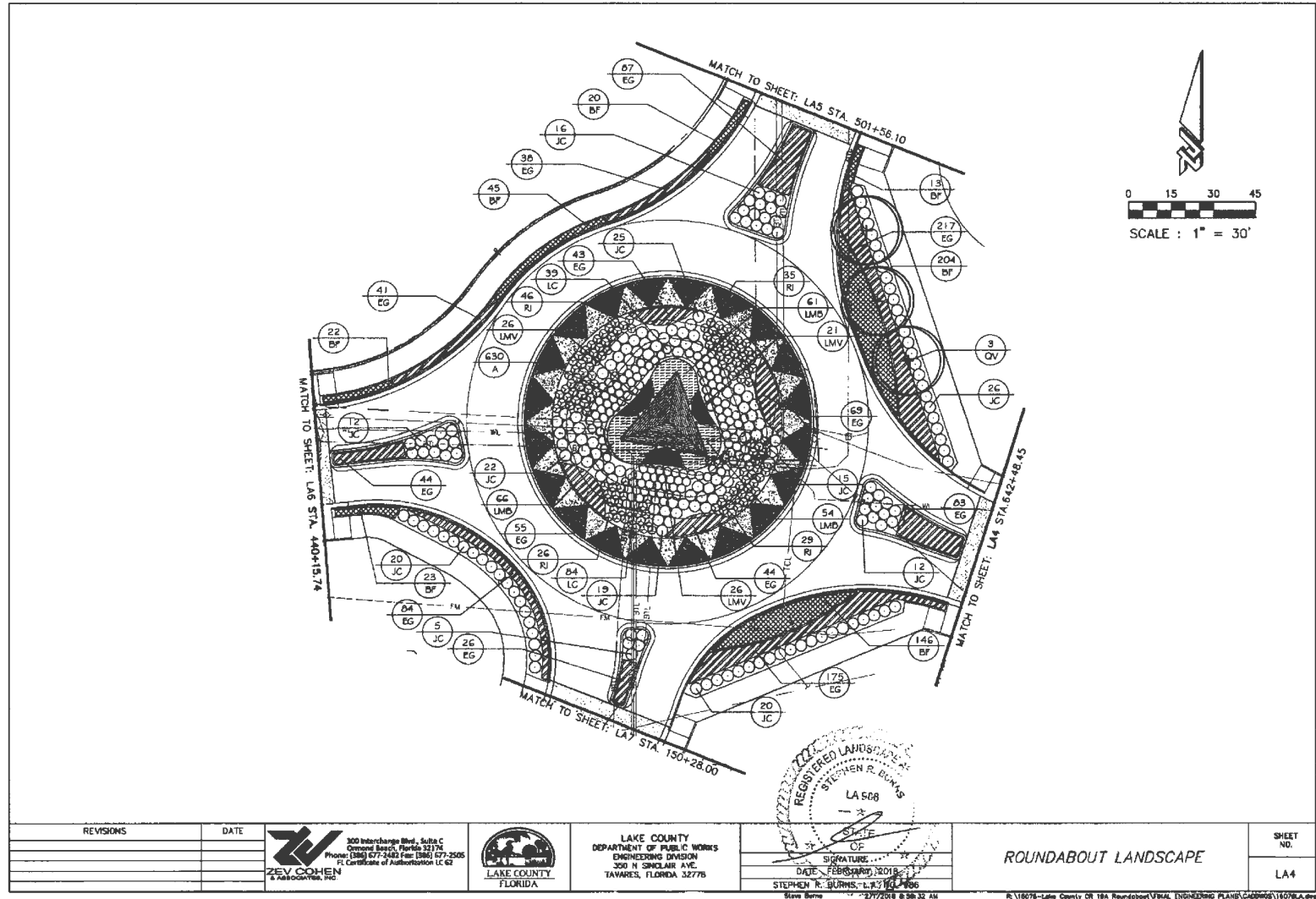


EXHIBIT C

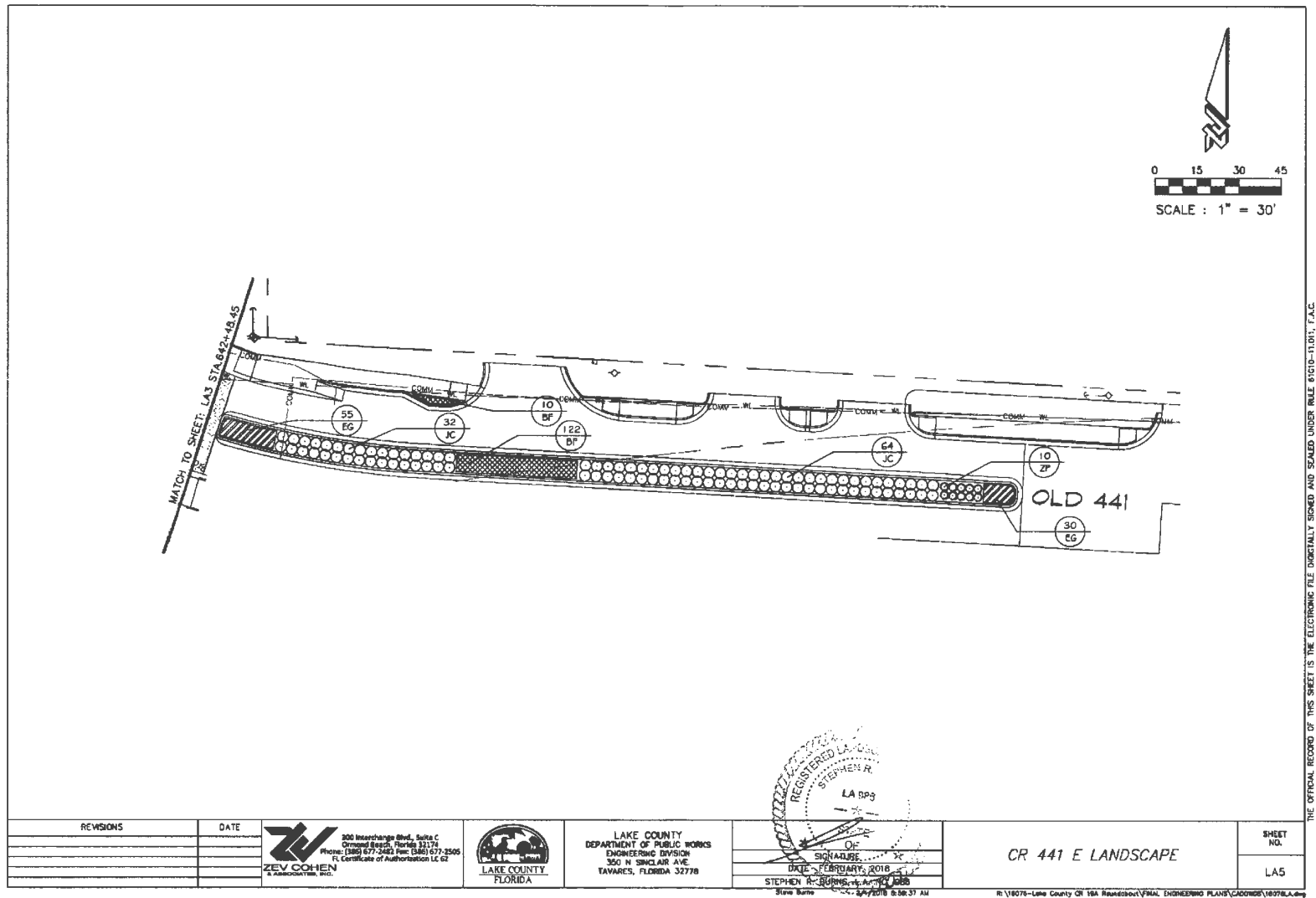
Traffic Signal to be Placed in Yellow Flash Mode



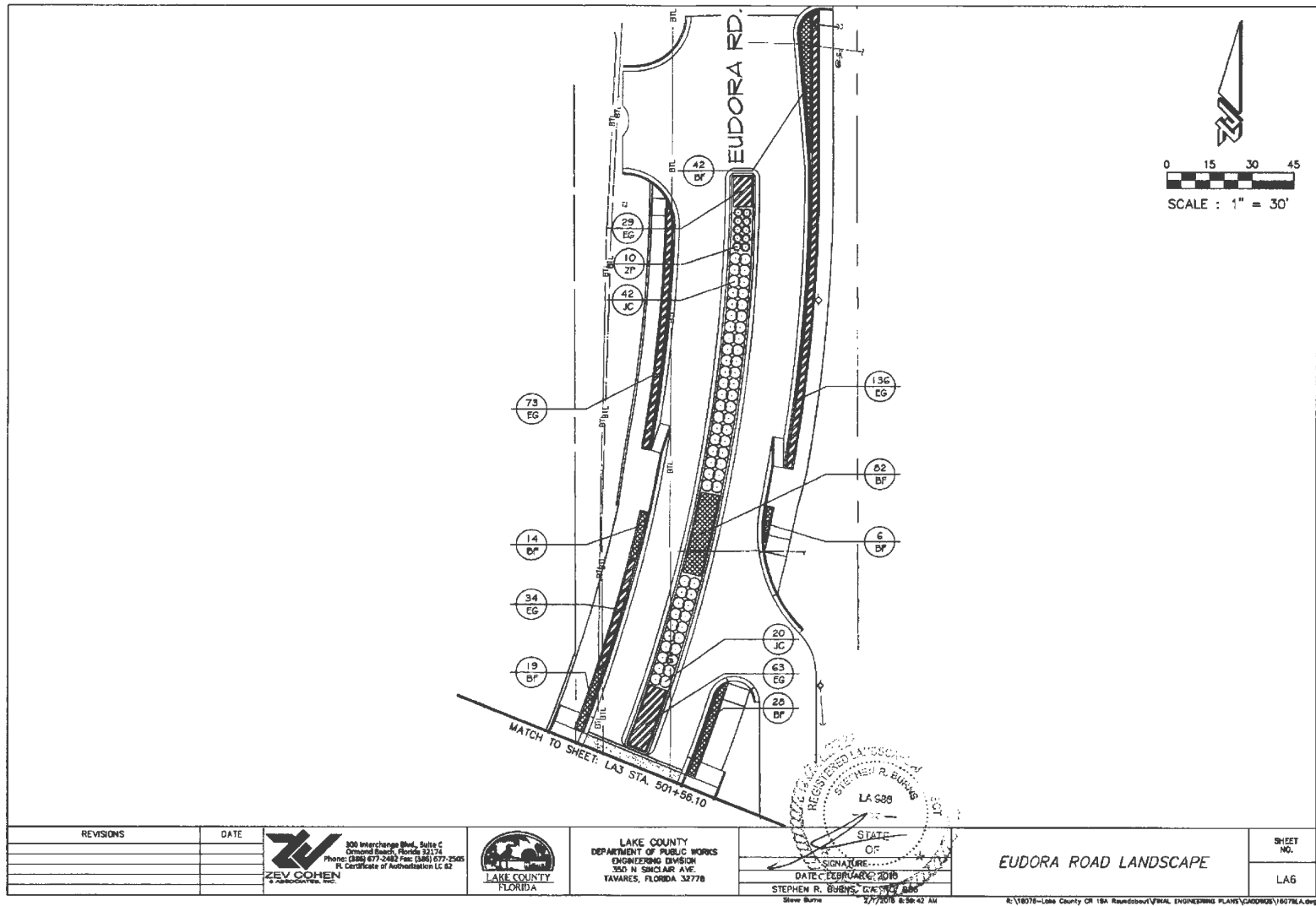
**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD & OLD 441
ROUNDBOUT**



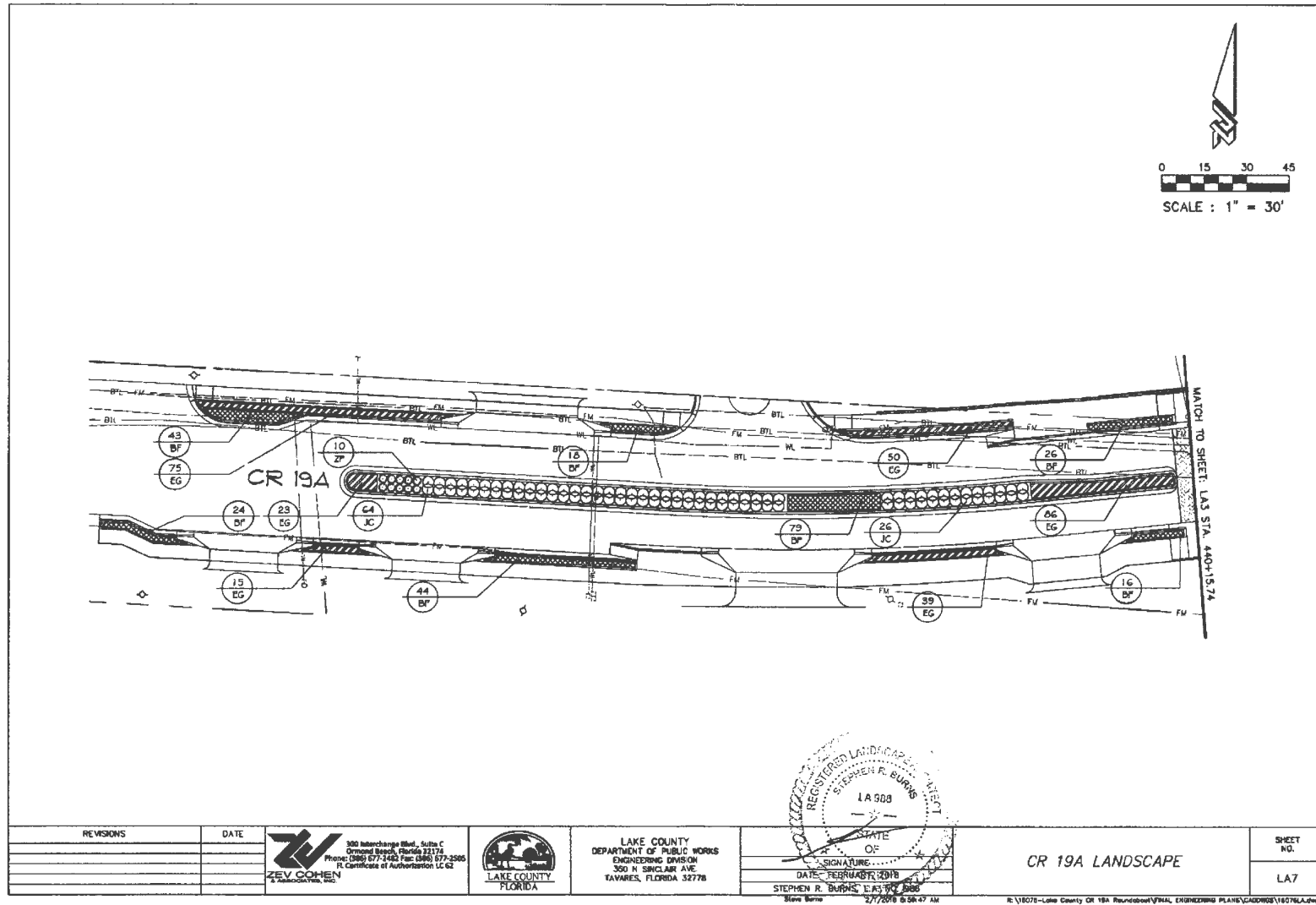
INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD & OLD 441
 ROUNDABOUT



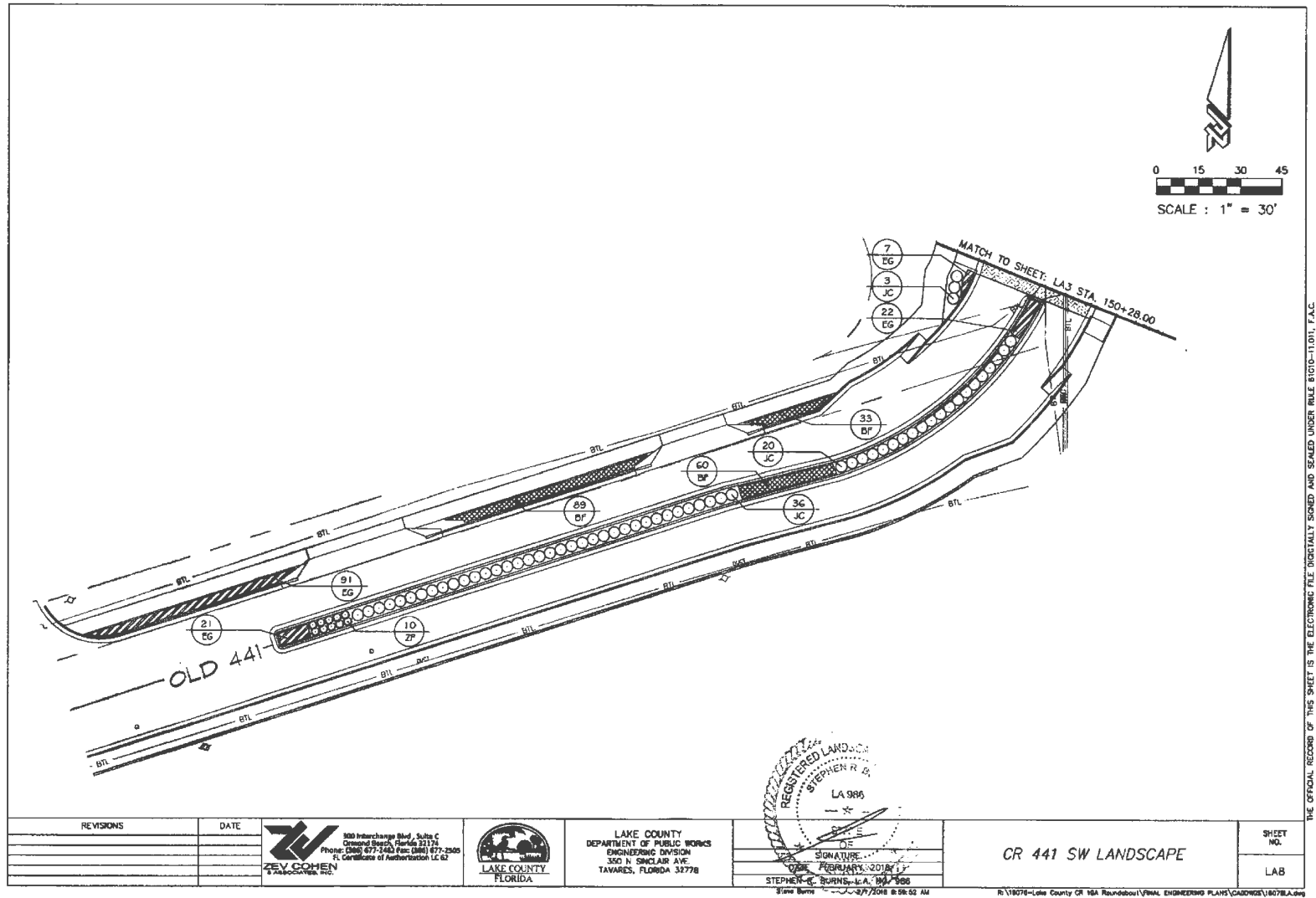
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ROUNDBOUT**



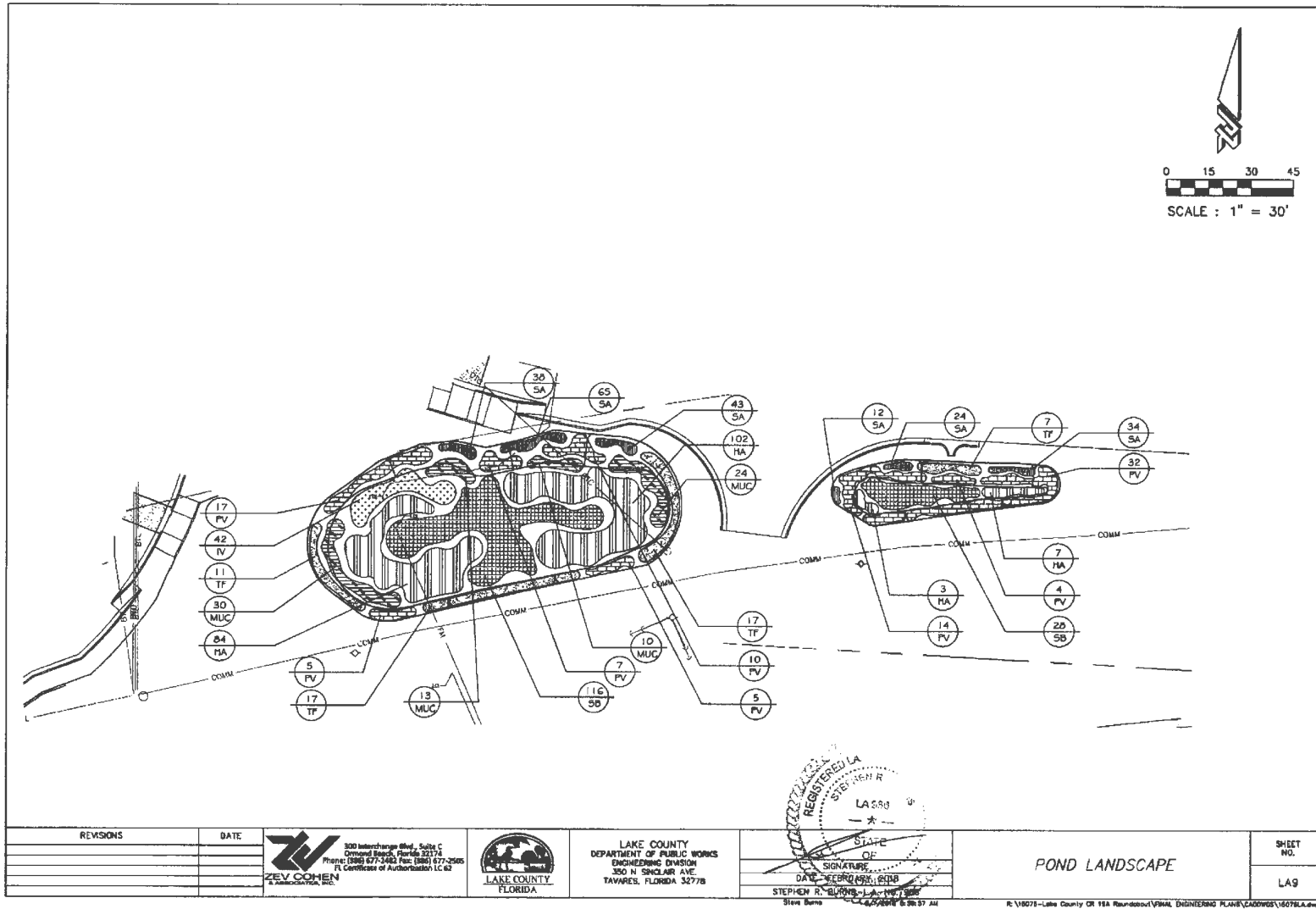
INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD & OLD 441
 ROUNDABOUT



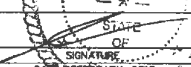
INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD & OLD 441
 ROUNDABOUT



**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD & OLD 441
 ROUNDABOUT**

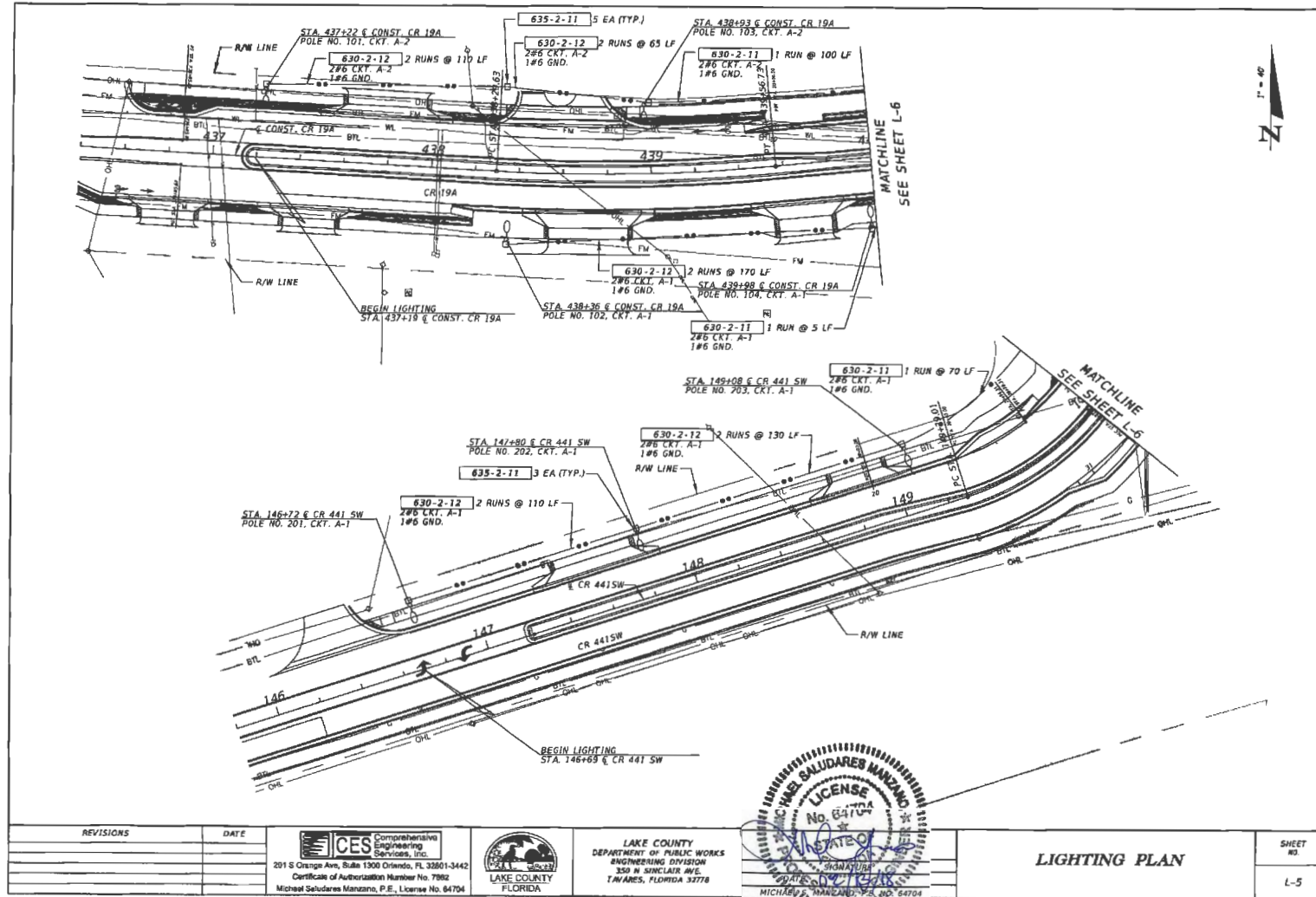


THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 6100-11.001, F.A.C.

REVISIONS	DATE	 300 Interchange Blvd., Suite C Orlando, Florida 32817 Phone: (407) 677-3442 Fax: (407) 677-2005 FL Certificate of Authorization LC-62	 LAKE COUNTY FLORIDA	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 350 N SINGLEY AVE. TAVARES, FLORIDA 32778	 REGISTERED PROFESSIONAL ENGINEER STATE OF FLORIDA LICENSE NO. 12458 SIGNATURE: _____ DATE: SEP 20, 2023 STEPHEN R. BURNS - L.A. 19A 11/7/23	POND LANDSCAPE	SHEET NO. LA9
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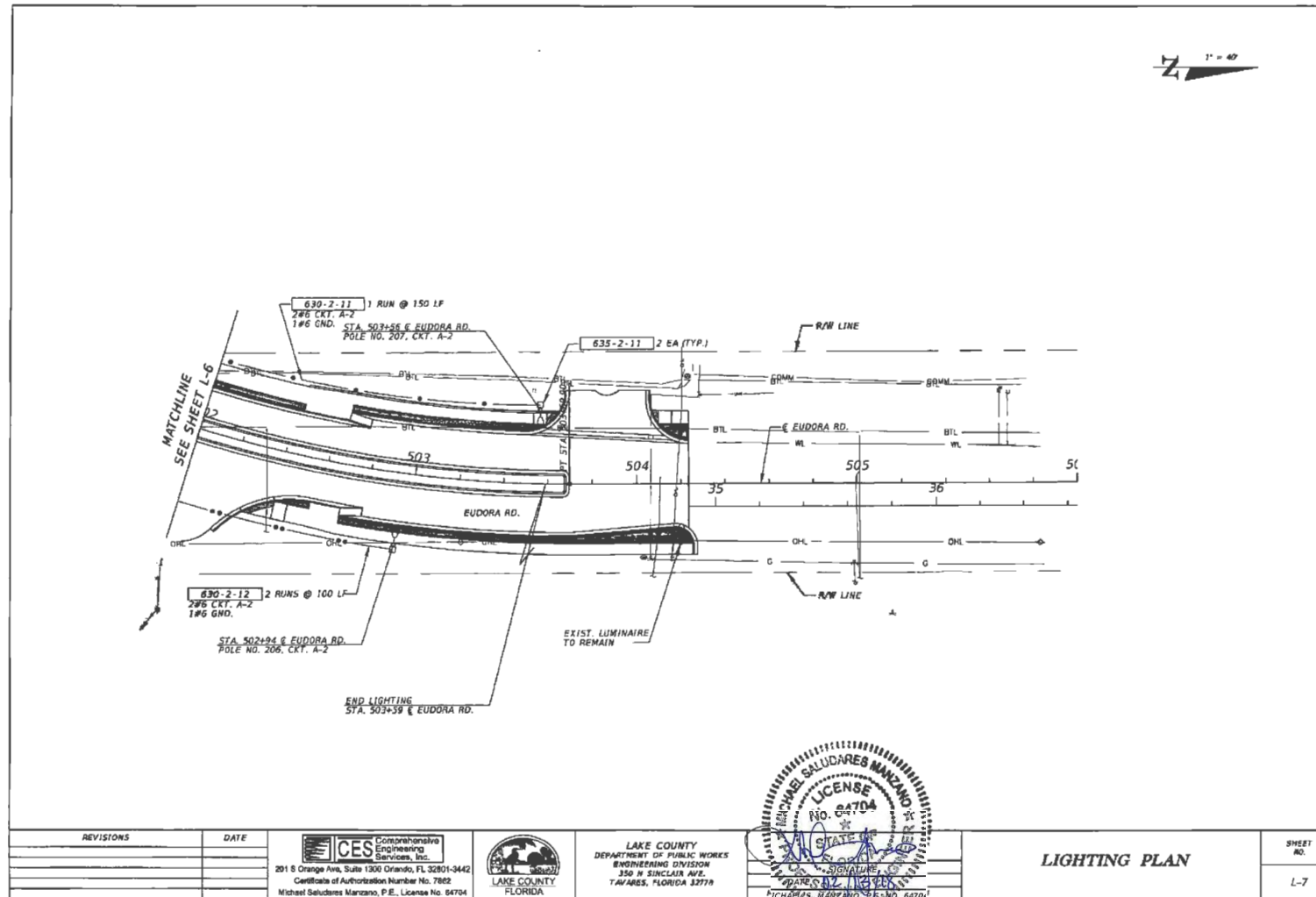
EXHIBIT F
 Concept Lighting Plan



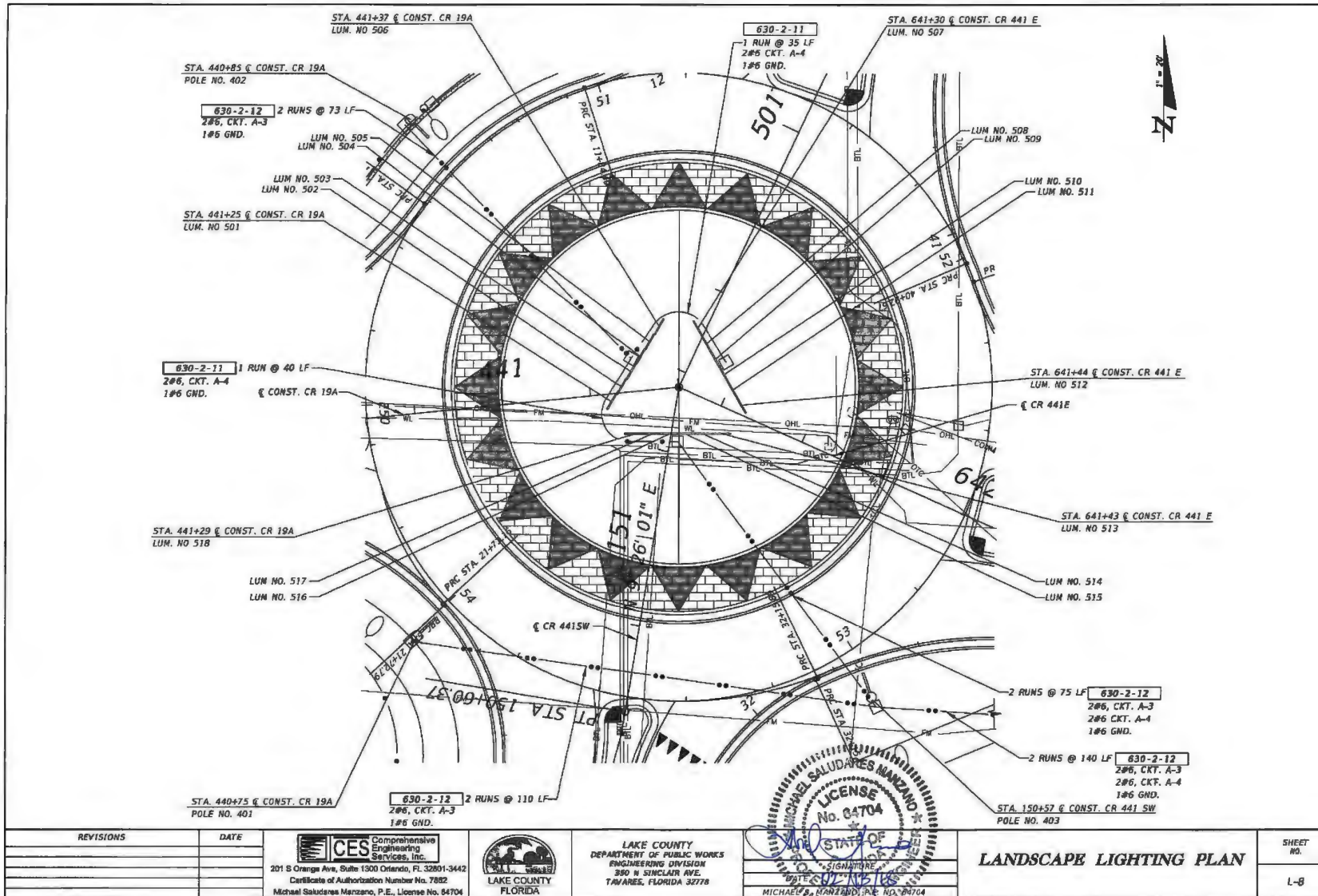
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September 21, 2023 City Council Regular Session Agenda Packet



**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD & OLD 441
ROUNDBOUT**



INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF MOUNT DORA, FLORIDA REGARDING CR 19A, EUDORA ROAD & OLD 441
 ROUNDABOUT





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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Acceptance of Resignation of Sherry G. Sutphen as City Attorney and Termination of Legal Services Agreement with Roper, P.A.

Introduction:

This is a request for City Council to accept the resignation of Sherry G. Sutphen as City Attorney and terminate the Legal Services Agreement with Roper, P.A.

Discussion:

At the August 21, 2018 City Council Special Meeting, City Council voted unanimously to terminate the legal services agreement with Stenstrom, McIntosh, Colbert & Whigham, P.A. and retain Sherry G. Sutphen of Bell & Roper, P.A. on an interim basis, with the intention to place an RFP for legal services. (See Attachments #1 & #2.) On January 15, 2019, City Council voted unanimously to adopt Resolution No. 2019-13, Award of City Attorney Contract to Bell & Roper, P.A. The award was not in response to a formal purchasing process. (See Attachment #3 & #4.) The full agreement between Bell & Roper, P.A./Roper, P.A. and the City of Mount Dora is included as Attachment #5.

On July 19, 2023, Sherry G. Sutphen served her letter of resignation with City Council, requesting the transition "process be started as quickly as possible." See Attachment #6.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council accept the resignation of Sherry G. Sutphen as City Attorney and terminate the Legal Services Agreement with Roper, P.A.

Attachment(s):

1. Attachment 1 - Pages from August 21, 2018 Special Meeting Agenda Packet
2. Attachment 2 - August 21, 2018 City Council Special Session Minutes
3. Attachment 3 - Pages from January 15, 2019 Regular Agenda Packet_reduced
4. Attachment 4 - January 15, 2019 City Council Regular Session Minutes
5. Attachment 5 - Full agreement - Bell & Roper, P.A. Interim City Attorney Agreement
6. Attachment 6 - RLtr.City of Mount Dora.SGS

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 9/15/2023



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

Honorable Nick Girone
Mayor

Vice-Mayor Cathy Hoechst
Councilmember At-Large

Councilmember Laurie Tillett
District 1

Councilmember Cal Rolfson
District 2

Councilmember John Tucker
District 3

Councilmember Marc Crail
District 4

Councilmember Harmon Massey
At-Large

MOUNT DORA CITY COUNCIL
August 21, 2018, 4:00 PM
City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

DISCUSSION ITEMS

1. Employee Personnel Issues
2. Fire Assessment Fee
3. FY 2018-19 Proposed Budget

FUTURE MEETING DATES

- August 28, 2018, 3:00 PM, Work Session
- August 28, 2018, 6:00 PM, Regular Session
- September 13, 2018, 6:00 PM, Regular Session
- September 27, 2018, 3:00 PM, Work Session
- September 27, 2018, 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 GWEN JOHNS, CITY CLERK, AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



CITY OF MOUNT DORA

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

DATE: August 21, 2018

TO: Honorable Mayor and City Council Membe

FROM: Robin R. Hayes, City Manager *Robin R. Hayes*

UBJECT: Employee Personnel Issues

Introduction:

City Council to discuss the employees reporting to the legislative body - the City Manager and the City Attorney.

Discus ion:

City Council to discuss the employees reporting to the legislative body - City Manager and the City Attorney.

Budget Impact:

No impact as part of a discussion.

trategic Impact:

Strategic Plan is part of the Legislative Body guidelines, these two positions are expected to uphold the directions of the City Council as presented in the Strategic Plan.

Recommendation Discussion

pared by: Misty Sommer, Deputy City Clerk
Reviewed by: Robin Hayes, City Manager

Final Approval - 08/17/2018

ATTACHMENT #2

CITY OF MOUNT DORA, FLORIDA MAYOR AND CITY COUNCIL MINUTES



**SPECIAL SESSION
TUESDAY, AUGUST 21, 2018
CITY HALL BOARD ROOM**

Having been duly advertised as required by law, Mayor Nick Girone called the Tuesday afternoon Special Session of City Council meeting to order at 4:00 pm.

Members Present

Nick Girone, Mayor
Cathy Hoechst, Vice Mayor
Harmon Massey, At-Large Odd
Laurie Tillett, District 1
Cal Rolfson, District 2
John Tucker, District 3
Marc Crail, District 4

Also Present

Robin R. Hayes, City Manager
Gwen Johns, MMC, City Clerk

DISCUSSION ITEMS

1. Employee Personnel Issues

City Manager

Robin R. Hayes, City Manager, introduced discussion concerning the annual performance process for the City Manager position. Ms. Hayes will send an evaluation form to Mayor and City Councilmembers.

Robin R. Hayes asked City Council to respond to her directly if there are any suggestions for changes to the evaluation form. Any recommended changes will be discussed at the City Council Work Session on August 28, 2018. Subsequently, City Councilmembers will be asked to complete the form individually and submit to the City Clerk's Office no later than September 17, 2018.

Audio recording experienced technical difficulties.

Mayor Girone will work with City Clerk's office staff to compile results of all the individual reviews and a final performance evaluation of the City Manager will be conducted at the City Council Work Session scheduled September 27, 2018 at 3:00 PM.

City Attorney

Robin R. Hayes, City Manager, introduced discussion concerning the performance of the City Attorney. She stated on April 3, 2018, the City Council was provided an overview of legal services including the existing contract in place with Stenstrom, McIntosh, Colbert & Whigham, P.A. and a special meeting was scheduled on April 10, 2018.

On April 10, 2018, the City Council made a motion to extend the time period for Jennifer Cockcroft, Attorney with the Stenstrom law firm, to provide legal representation to the City Council with the understanding that she has been accepted to sit for the City, County & Local

Government Board Certification Exam in May. It was decided this issue would be revisited after results of the exam are received, which is expected in August 2018.

Following lengthy discussion about the service provided by the law firm of Stenstrom, McIntosh, Colbert & Whigham, P.A., the City Council reached a decision pertaining to legal services for the City.

Mayor Girone stated the existing contract allows the City Council to terminate the contract at any time. He also stated Bell & Roper, PA would be one firm that would possibly be available to represent the City on an interim basis and attorney Sherry Sutphen has some experience with the City from representing the City in situations referred to Bell & Roper, PA through the City's insurance carrier. He stated an RFP process can be conducted in order to find a qualified replacement for legal representation.

After discussion about an interim law firm, Robin R. Hayes, City Manager, read a list of the areas of law practiced by the Bell & Roper, PA firm and stated they have a depth of attorneys trained to handle municipal law.

Motion was made by Councilmember Rolfson to immediately give notice of termination to the Stenstrom law firm contract; that the City immediately implement the RFP process to seek new legal representation using the same policy criteria as used previously, with the exception that Board Certification will be preferred rather than required; and in the interim the Bell & Roper PA law firm from Orlando be appointed interim legal counsel for the City upon their acceptance. Councilmember Tucker seconded the motion.

Councilmember Rolfson discussed the fact of public policy being important in this situation. He said it would not be good practice to retain a law firm after expressing a lack of confidence in the firm's ability to represent the City. He stated assuming Bell & Roper, PA will accept appointment as an interim firm, their legal guidance will be welcome for the RFP process.

Mayor Girone recommended the motion include an effective date of August 25, 2018 at midnight.

Motion was amended by Councilmember Rolfson to include a termination effective date of August 25, 2018 at midnight; second holds.

Councilmember Massey expressed his concern and stated Ms. Cockcroft should not be representative of City Council any longer although Mr. Colbert would be acceptable. Ultimately, Councilmember Massey agreed with the City asking Bell & Roper, PA to step in as interim legal counsel for the City.

Councilmember Tillett asked if Bell & Roper, PA had been approached as a possibility of taking on the interim position for the City. Ms. Hayes said she had not contacted Bell & Roper, PA. However, Ms. Hayes had approached other law firms back in April and would be happy to reach out to them again if necessary.

Mayor Girone expressed his desire to work with the City Manager to ask various firms about serving as interim legal representation in the event Bell & Roper, PA is unable to assist.

City Councilmembers agreed to allow public comment, as the City Council is taking action. There was no public comment.

The motion made and amended by Councilmember Rolfson: To immediately provide notice of termination to the Stenstrom law firm contract; that the City immediately implement the RFP process as required by the City's current purchasing policy, to seek new legal representation using the same policy criteria as used previously, with the exception that Board Certification will be preferred rather than required; and in the interim the Bell & Roper PA law firm from Orlando be appointed interim legal counsel for the City upon their acceptance. Councilmember Tucker seconded the motion and the motion was approved by a roll call vote.

***Councilmember Rolfson YES
Councilmember Tucker YES
Councilmember Crail YES
Councilmember Tillett YES***

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

2. Fire Assessment Fee

Robin R. Hayes, City Manager, asked Fire Chief Tim Griner to address City Council. Fire Chief Griner and Sandi Walker, Project Coordinator with Government Services Group, Inc., provided information to the City Council regarding Fire Assessment Fee initiatives. City Council was reminded that at their meeting held on September 13, 2018, the rate for the Fire Assessment Fee was set and back in May 2018, the methodology was approved by City Council. In the future, both rates and methodologies can be reviewed at direction of City Council.

3. FY 2018-19 Proposed Budget

Due to time constraints, the budget was not discussed at this time.

ADJOURNMENT

There was no additional business for discussion, and the meeting adjourned at approximately 5:20 PM.

Nick Girone, Mayor
City of Mount Dora

Gwen Keough-Johns, MMC
City Clerk



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

Honorable Nick Girone
Mayor

Councilmember Cal Rolfson
Vice Mayor

Councilmember Laurie Tillett
District 1

Councilmember John Tucker
District 3

Councilmember Marc Crail
District 4

Councilmember Harmon Massey
At-Large

Councilmember Crissy Stile
At-Large

MOUNT DORA CITY COUNCIL
January 15, 2019, 6:00 PM
City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

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, however the following rules apply when speaking on an item that is 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. Comments will be limited to 3 minutes or less. If you are part of a group, try to designate a speaker.
- Please address all comments to the Chair and only the Chair.
- Please do not make any disparaging or personal attacks on the Mayor, Council, Staff or Residents.
- Please speak to the City Council with Civility and Decorum.
- Answers to your questions may not be given at the end of your speech. However, your question along with an answer will be placed on the City's website under Frequently Asked Questions within 14 business days.

PRESENTATIONS

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CONSENT AGENDA

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2. **Resolution No. 2018-205**, State Revolving Loan Fund Application for Apopka Reclaim Interconnect 67
3. **Resolution No. 2019-02**, Conductive Electrical Weapons 763
4. **Resolution No. 2019-04**, St. Johns River Water Management District Cost Share Agreement Amendment #1, Time Extension 775
5. **Resolution No. 2019-15**, Interlocal Agreement with Lake County, Florida for Fixed Transportation Bus Passes 782

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PUBLIC HEARINGS

RESOLUTIONS

1. **Resolution No. 2019 - 05**, Florida Department of Transportation - Economic Development Transportation Project Fund Agreement, Amendment #3 for Utility Relocation on U.S. 441 between Lincoln Avenue and Donnelly Street, FPN 429356-2-54-01 794
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ORDINANCES

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2. **Final Reading Ordinance No. 2018-20**, Retail Sale of Cats & Dogs 826

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CITY MANAGER

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CITY ATTORNEY'S REPORT

1. Approval of Resolution No. 2019-13, Award of City Attorney Contract to Bell & Roper Law 870
2. Claims Update 879

COMMUNICATIONS AND REPORTS

- Council Member Laurie Tillett
- Council Member Crissy Stile
- Council Member John Tucker
- Council Member Marc Crail
- Council Member Harmon Massey
- Vice-Mayor Cal Rolfson
- Mayor Nick Girone

FUTURE MEETING DATES

- February 5, 2019, 1:00 PM, Work Session
- February 5, 2019, 6:00 PM, Regular Session
- February 19, 2019, 3:00 PM, Work Session
- February 19, 2019, 6:00 PM, Regular Session

ADJOURNMENT

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CITY OF MOUNT DORA

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

DATE: January 15, 2019

TO: Honorable Mayor and City Council Members

FROM: Robin R. Hayes, City Manager 

SUBJECT: Approval of Resolution No. 2019-13, Award of City Attorney Contract to Bell & Roper Law

Introduction:

This is a request for City Council to approve Resolution No. 2019-13, Award of City Attorney Contract to Bell & Roper Law.

Discussion:

City Council to discuss and approve the Bell & Roper Law contract as presented.

Budget Impact:

Strategic Impact:

Recommendation City Council approve Resolution No. 2019-13.

Prepared by: Misty Sommer, Deputy City Clerk
Reviewed by: Gwen Johns, City Clerk
Robin R. Hayes, City Manager

Approved - 01/10/2019
Final Approval - 01/10/2019

RESOLUTION NO. 2019-13

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO CITY ATTORNEY SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AGREEMENT AUTHORIZATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 27, 2018 the City Council authorized the Mayor and City Manager to negotiate an agreement with Bell & Roper, P.A., to serve as the City Attorney for the City of Mount Dora; and

WHEREAS, the Mayor, City Manager and Bell & Roper, P.A., have developed an agreement which best fits the needs of the City of Mount Dora.

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

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

SECTION 2. Agreement Authorization. The City Council hereby authorizes the Mayor/Vice-Mayor to execute the agreement with Bell & Roper, P.A., attached hereto as **Exhibit "A"**, to serve as the City Attorney for the City of Mount Dora.

SECTION 3. Savings Clause. All prior actions of the City of Mount Dora pertaining to the agreement for City Attorney services, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

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

PASSED AND ADOPTED this 15th day of January 2019.

NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Agreement for City Attorney Services

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, FLORIDA (City), 510. N. Baker Street, Mount Dora, Florida 32757, and BELL & ROPER, P.A. Bell Roper or City Attorney), 2707 E. Jefferson Street, Orlando, Florida 32803.

WITNESSETH

WHEREAS, the City is a municipal corporation in the state of Florida and is in need of permanent legal services; and

WHEREAS, pursuant to the City of Mount Dora Charter, Section 3, the City Council shall appoint a City Attorney; and

WHEREAS, Bell & Roper is a law firm of attorneys and counselors at law, all of which are duly licensed and authorized to practice the profession of law in the state of Florida, and one of which, Sherry G. Sutphen, shall serve as primary attorney for the City; and

WHEREAS, the City desires to retain Bell & Roper to provide legal services for the City; and

WHEREAS, the City desires to assign the duties of legal officer of the City to Bell Roper; and

WHEREAS, Bell & Roper and Sherry G. Sutphen have agreed to serve in such capacity and perform the duties of the legal officer of the City.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The City Attorney shall represent the City in all of its legal matters and serve the City as its chief legal officer except as otherwise dictated by the City. The primary City Attorney shall at all times remain in good standing with the Florida Bar.

2. The City Attorney shall:

- a. provide for the prosecution and defense of legal causes on behalf of the City;
- b. provide legal services to the City Council, City Manager, City departments and City boards, commissions, committees and agencies;
- c. attend all regular and special City Council meetings and, as necessary, workshops/work sessions and other meetings of the City, its boards, commissions, committees and agencies;
- d. perform such other professional duties as may be required by ordinance, resolution or motion of the City Council and as prescribed for city attorneys under Florida or Federal law;
- e. assist the City Council in the development of its policy but shall not engage in policy matters on its own accord;
- f. schedule workshops for the City Council and its boards, commissions, committees and agencies, in order to provide adequate training for the members of such bodies and to City staff so as to ensure, to the maximum extent practicable, a high quality and high functioning municipal government for the City;
- g. address individual legal inquiries of all members of the City Council related to City business but shall serve the City Council as a corporate body and the local governing body of the City under controlling Florida law;

- h. take such action, in its discretion and under controlling law, to provide the City with appropriate legal guidance and appropriate responses to legal inquiries; and
- i. act in a manner that reflects highly upon the City and advances the City and its programs, projects and activities.

3. The City Attorney has been appointed by the City Council as set forth in the City of Mount Dora Charter and may be terminated with or without cause, by majority vote of the entire City Council, at a regular meeting wherein the item is placed on the City Council agenda prior to the start of the meeting in which the termination occurs.

4. The City Attorney is encouraged to be involved in local events and activities; however, shall not be involved in City political campaigns.

5. The City Attorney shall be compensated by the hour, at a rate of \$155.00 for associates and a rate of \$190.00 for partners, all inclusive, with a minimum charge of one tenth of an hour for any activity completed on the City's behalf. The City Attorney shall not charge for travel time except when the primary City Attorney is required to be physically present at the City, or on behalf of the City, on more than three occasions in one calendar week. The City Attorney shall issue statements monthly which shall be paid by the City within 30 days, in accordance with its standard processes and procedures. The stated rate shall also apply to legal services provided in the course of litigation, not covered by the City's insurance carrier, or other extraordinary situations. With regard to litigation or other extraordinary expenses such as court reporter services, real estate closing and title related services, filing fees, discovery related fees, delivery fees and the like, the City Attorney shall pass such costs through to the City on its monthly statement for payment in accordance with the City's standard processes and procedures. The above stated rates

shall be fixed for a period of three years from the date of execution by the City and may be increased thereafter as agreed by the parties but shall in no event increase by more than ten percent.

5. The office expenses and procurement of legal materials of the City Attorney shall be borne by the City Attorney unless the City requires specific and specialized material solely for the use of the City. In such an event, said expense shall be passed through to the City on the monthly statement.

6. The City Attorney shall at all times maintain general liability insurance and professional liability insurance in an amount acceptable to the City. Upon request, the City Attorney shall provide the City with Certificates of Insurance evidencing such coverage.

7. Nothing in this Agreement shall be construed as creating an employer/employee relationship between the City and the City Attorney. The City Attorney shall be deemed, for all purposes set forth herein, an independent contractor. The City Attorney shall not be eligible for any employment benefits which the City provides to its employees, except as otherwise required by law. The City Attorney is not eligible to receive Florid State Retirement Benefits as a result of this contractual relationship with the City.

8. This Agreement constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein.

9. The covenants, terms and conditions contained herein may be amended, altered and/or modified only upon the express written consent of the parties hereto. In the event of any conflict between the covenants, terms and/or conditions hereof and any amendment(s) hereto, the latest executed amendment shall take precedent.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day
of December, 2018.

CITY OF MOUNT DORA

BELL & ROPER, P.A.

Nick Girone, Mayor

Michael J. Roper, Managing Partner

ATTEST:

Gwen Keough-Johns, MMC, City Clerk

Sherry G. Sutphen, Partner

ATTACHMENT #4

CITY OF MOUNT DORA, FLORIDA MAYOR AND CITY COUNCIL MINUTES



REGULAR SESSION
JANUARY 15, 2019
CITY HALL BOARD ROOM

Having been duly advertised as required by law, Mayor Nick Girone called the Regular Session of City Council to order at approximately 6:00 p.m.

Vice Mayor Rolfson led a Moment of Silence and Pledge of Allegiance to the Flag.

Members Present

Nick Girone, Mayor
Cal Rolfson, Vice-Mayor
Harmon Massey, At-Large Odd
Crissy Stile, At-Large Even
Laurie Tillett, District 1
John Tucker, District 3
Marc Crail, District 4

Also Present

Robin R. Hayes, City Manager
Gwen Keough-Johns, City Clerk
Sherry Sutphen, City Attorney

PUBLIC COMMENTS

Pam Bisanti, 150 S. Clayton Street, shared comments with City Council regarding speeding vehicles along Clayton Street.

Monique Sackett, 745 Hilltop Court, stated the City really needs to look seriously at the sidewalks in downtown. She said as the City is inviting more and more visitors to town and asking them to walk a little bit further distance from planned parking areas, this would be the time to assess sidewalks to and from potential parking areas to ensure the safety of everyone.

PRESENTATIONS

1. Retirement Recognition

John O'Grady, Police Chief and Public Safety Director and Tim Griner, Fire Chief recognized Firefighter Mike Alger for 20 years of service to the City of Mount Dora. In addition to being a Mount Dora Firefighter, Mr. Alger is a pilot for Angel Flight. A reception will be held for Mr. Alger immediately following the presentation, at the community building.

2. Public Arts Commission

Robin R. Hayes, City Manager, introduced Liz Wincup, Chairperson for the Public Arts Commission.

Ms. Wincup gave a PowerPoint presentation produced by the Arts Commission. At the conclusion of the presentation Ms. Wincup asked City Council to consider the Public Arts Commission an advisory board. She said the Commission hopes to 1) inform people of about the Public Arts Commission; 2) start a dialogue and partner with the City; 3) Keep dialogue ongoing particularly when it involves upcoming projects; and 4) start creating strategic partnerships between various groups; and 5) be utilized as an advisory board to the City Council.

3. Introduction of Mount Dora Archives

Robin R. Hayes, City Manager, introduced Cathy Lunday, Library Services, to provide information to City Council regarding the Mount Dora Archives repository for historical photographs and files. Ms. Lunday stated that Carolyn Green is assisting with metadata and the Library Association will also be helping. The subscription platform is portable and the images and metadata can be moved to another platform after one year if the committee so chooses. Lake County is also joining in the effort and have expressed interest in the City's archives. Frequently, people who purchase a historic home in Mount Dora want to have the records on their home. The goal is to tell a story about all of the people, not just those we are used to hearing about. There will be a program on January 27, 2019, 2:00 p.m. at the library and community attendance is encouraged.

APPROVAL OF AGENDA

Motion was made by Councilmember Tillett to approve the agenda as presented; Councilmember Tucker seconded the motion. The motion as approved by unanimous voice vote.

CONSENT AGENDA

1. Approval of City Council Meeting Minutes:

Work Session December 18, 2018
Regular Session December 18, 2018
Northeast CRA December 18, 2018

2. Resolution No. 2018-205, State Revolving Loan Fund Application for Apopka Reclaim Interconnect

3. Resolution No. 2019-02, Conductive Electrical Weapons

4. Resolution No. 2019-04, St. Johns River Water Management District Cost Share Agreement Amendment #1, Time Extension

5. Resolution No. 2019-15, Interlocal Agreement with Lake County, Florida for Fixed Transportation Bus Passes

Motion was made by Councilmember Crail to approve the Consent Agenda in its entirety; Councilmember Tucker seconded the motion. The motion as approved by a unanimous voice vote.

RESOLUTIONS

- 1. Resolution No. 2019-05, Florida Department of Transportation – Economic Development Transportation Project Fund Agreement, Amendment #3 for Utility Relocation on U.S. 441 between Lincoln Avenue and Donnelly Street, SPN 429356-2-54-01**

Sherry Sutphen, City Attorney, read Resolution No. 2019-05 by title only.

RESOLUTION NO. 2019-05

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO THE CITY'S 441 UTILITY RELOCATION PROJECT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT AUTHORIZATION; 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.

Robin R. Hayes, City Manager, introduced Joe Grusauskas, Utilities and Plant Operations Manager, to address City Council. Mr. Grusauskas said the State of Florida is awarding funds to assist with the expense associated with utility relocations. Once the utilities are relocated, the State will then expand the road in that section.

Motion was made by Councilmember Tucker to approve Resolution No. 2019-05; Councilmember Massey seconded the motion. The motion as approved by a unanimous roll call vote.

Councilmember Tucker YES
Councilmember Massey YES

Councilmember Tillett YES
Vice-Mayor Rolfson YES

Councilmember Stile **YES**
Councilmember Crail **YES**

Mayor Girone **YES**

2. Resolution No. 2019-11, Mount Dora Utility Leak Adjustment Policy

Sherry Sutphen, City Attorney, read Resolution No. 2019-11 by title only.

RESOLUTION NO. 2019-11

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO ITS WATER ADJUSTMENT POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE WATER ADJUSTMENT POLICY; 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.

Robin R. Hayes, City Manager, said this is a policy put into place for commercial and industrial type businesses, a formula by which utility rates can be adjusted based upon application. Currently there is a residential policy, but not a commercial policy.

Motion was made by Councilmember Massey to approve Resolution No. 2019-11; Councilmember Tucker seconded the motion. The motion was approved by a unanimous roll call vote.

Councilmember Tucker **YES**
Councilmember Massey **YES**
Councilmember Stile **YES**
Councilmember Crail **YES**

Councilmember Tillett **YES**
Vice-Mayor Rolfson **YES**
Mayor Girone **YES**

ORDINANCES

1. Final Reading of Ordinance No. 2018-14, Residential Design Guidelines Overlay Zoning District

Sherry Sutphen, City Attorney, read Ordinance No. 2018-14 by title only.

ORDINANCE NO. 2018-14

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, CREATING A RESIDENTIAL OVERLAY ZONING DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AN AMENDMENT TO THE LAND DEVELOPMENT CODE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Robin R. Hayes, City Manager, said this is the residential design guidelines as presented initially by Dr. Levey. GAI consultants has been instrumental in putting this policy/ordinance together and they are present to answer any questions.

Public Comment

Home Builders' Association of Lake and Sumter County and also Medallion Home, Angie Gable, Real Estate Professional, asked if the second reading of this ordinance could be delayed for a month. She requested an opportunity to meet with the building official to discuss how this ordinance will impact builders.

Roger Stephan, President of the Home Builders' Association, stated concern that the City of Mount Dora is creating design guidelines that the majority of homes in Mount Dora do not abide by.

Lisa, Executive Director for the Home Builders' Association, said the one area of largest concern is the number of model homes required.

Hugh Harley, 746 Florida Blvd, Altamonte Springs, Florida has owned a 50 acre piece of property in the overlay zone for over 10 years. He understands the intent of the City and stated the ordinance has been improved since the very first time it was presented. However, he feels there should still be some flexibility.

Vince Sandersfeld, Planning and Development Director, along with Andrew McCallen, GAI Consultants Community Solutions Group representative, addressed City Council. This would be for new developments.

Motion was made by Councilmember Crail to approve the final reading and adoption of Ordinance No. 2018-14, Residential Design Guidelines Overlay Zoning District; Councilmember Tillett seconded the motion. The motion was approved by a majority roll call vote.

Councilmember Crail YES
Councilmember Tillett YES

Councilmember Tucker NO
Vice-Mayor Rolfson YES

Councilmember Massey **YES**
Councilmember Stile **YES**

Mayor Girone **YES**

2. Final Reading of Ordinance No. 2018-20, Retail Sale of Cats and Dogs

Sherry Sutphen, City Attorney, read Ordinance No. 2018-20 by title only.

ORDINANCE NO. 2018-20

**AN ORDINANCE OF THE CITY OF MOUNT DORA,
FLORIDA AMENDING THE CITY OF MOUNT DORA
CODE OF ORDINANCES; PROVIDING LEGISLATIVE
FINDINGS AND INTENT; PROVIDING FOR THE
IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING FOR AMENDMENTS TO CHAPTER 18 –
ANIMALS; PROVIDING FOR CODIFICATION AND
SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE**

Robin R. Hayes, City Manager, stated this ordinance further defines the initial ordinance that was presented.

Councilmember Tillett is pleased the City Council is voting on this item and she is content with all language included to protect the rights of responsible breeders.

Motion was made by Councilmember Tillett to approve the final reading and adoption of Ordinance No. 2018-20, Retail Sale of Dogs and Cats; Councilmember Massey seconded the motion. The motion was approved by a unanimous roll call vote.

Councilmember Tillett **YES**
Councilmember Massey **YES**
Councilmember Stile **YES**
Councilmember Crail **YES**

Councilmember Tucker **YES**
Vice-Mayor Rolfson **YES**
Mayor Girone **YES**

DISCUSSION ITEMS

1. Sister Cities Roll of Honor, featuring the City Logo and/or the City Flag

Mr. Bill Gearing said a few months ago the Sister Cities Board talked about ways to honor some of the past, present and future members of the Sister Cities program. The idea of getting a plaque with name plates was presented. Mr. Gearing requests permission to use the City's logo and/or flag on the top of the plaque.

Robin R. Hayes said she is not asking for a vote this evening since this has to do with branding but that she would encourage a dialogue about this because future groups could present a similar issue.

Vice-Mayor Rolfson suggested development of a procedure for requests such as this. He supports delay of this agenda item.

CITY MANAGER

1. Departmental Update for December

Robin R. Hayes, City Manager, presented departmental updates to City Council.

2. Lobbyist Update

Robin R. Hayes, City Manager, stated the lobbyist update is included in the agenda materials.

3. City Manager's Reports and Updates

Robin R. Hayes, City Manager, provided general information to City Council including information about the upcoming Lake Legislative Days in Tallahassee.

BOARD APPOINTMENTS

Councilmember Tucker appointed the following:

Bill Carpenter to Planning and Zoning Commission.

Jake Guenther to the CRA Advisory Committee.

Nate Walker to the Northeast CRA Advisory Committee.

Charles Kennedy to the Historic Preservation Board.

Kate Barnard to the Parks & Recreation Advisory Board.

Susan Grogan to the Public Arts Commission.

Mary Groeller to the Library Association Board.

The appointments and reappointments made by Councilmember Tucker were approved by a unanimous voice vote of City Council.

Councilmember Stile will be appointing a new member to serve on the CRA Advisory Committee at the February 5, 2019 City Council meeting.

CITY ATTORNEY'S REPORT

1. **Approval of Resolution No. 2019-13, Award of City Attorney Contract to Bell & Roper Law**

Sherry Sutphen, City Attorney, read Resolution No. 2019-13 by title only.

RESOLUTION NO. 2019-13

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO CITY ATTORNEY SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AGREEMENT AUTHORIZATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Vice-Mayor Rolfson to approve Resolution No. 2019-13; Councilmember Massey seconded the motion. The motion was approved by a unanimous roll call vote.

<i>Vice-Mayor Rolfson</i>	<i>YES</i>	<i>Councilmember Tucker</i>	<i>YES</i>
<i>Councilmember Massey</i>	<i>YES</i>	<i>Councilmember Crail</i>	<i>YES</i>
<i>Councilmember Stile</i>	<i>YES</i>	<i>Mayor Girone</i>	<i>YES</i>
<i>Councilmember Tillett</i>	<i>YES</i>		

COMMUNICATIONS AND REPORTS

Councilmember Tillett

Councilmember Tillett stated the Mount Dora Community Trust will have their January meeting next Wednesday to award grants.

Councilmember Tillett will not be attending Mount Dora 2019 due to a scheduling conflict.

Councilmember Stile

Councilmember Stile apologized for not being available at the Gilbert Park ribbon cutting, she will be at IEMO.

Councilmember Stile announced this Saturday morning at 10:00 a.m. there is a unity walk from the Martin Luther King, Jr. Community Building to Cauley Lott Park followed by a Martin Luther King, Jr. Day celebration. There will be some really good things happening with Unite the Block. She invited everyone to attend at 10:00 a.m. and 11:00 a.m.

Councilmember Tucker

Councilmember Tucker thanked Mr. and Mrs. Tillett for their assistance recently when his neighbor, a veteran, passed away. Councilmember and Mr. Tillett graciously assisted with getting information so the surviving wife could plan a military funeral.

Councilmember Crail

Councilmember Crail thanked Mark Rudowske for his assistance with Dogwood Mountain.

He also thanked Mark Rudowske and Vince Sandersfeld for paying attention to the residents from Chautauqua.

Councilmember Crail offered kudos to firefighters from a neighbor of his who needed assistance moving an elderly relative. He was impressed with their willingness and their skills.

Councilmember Crail asked if any area municipalities have taken some action to help laid off federal workers who lived in those communities if they were unable to pay their bills.

Councilmember Crail asked about the downtown trash compactors. He stated that the voltage had to be changed and asked how long would that take.

Mr. Rudowske said the City is working on electrical contractor coming out to change out the service. As soon as he can get out there, the electrical work will be done and compactors will be installed.

Councilmember Massey

Councilmember Massey talked about the ground breaking for the Lake County Animal Services facility. He said it was a very nice event and the facility is impressive.

Councilmember Massey went to Florida League of Cities on Friday and in that process there was indication of a countywide clean-up effort meeting in committee on January 27th. He will share additional plans with the rest of the City.

Vice-Mayor Rolfson

Vice-Mayor Rolfson thanked Mark Rudowske for road paving and striping that has been done in the Country Club of Mount Dora.

On behalf of this City Council, Mr. Rolfson addressed the Lake County Legislative Delegation today.

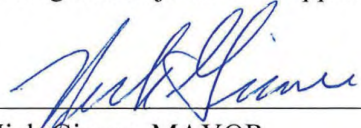
Mayor Girone

Mayor Girone introduced new Chamber President, Ray Villegas.

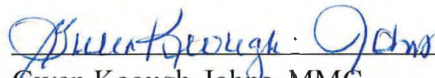
Mayor Girone announced the upcoming Saturday morning Gilbert Park playground dedication.

ADJOURNMENT

There being no further business for discussion, the meeting was adjourned at approximately 8:26 p.m.



Nick Girone, MAYOR



Gwen Keough-Johns, MMC
City Clerk

MICHAEL M. BELL
MICHAEL J. ROPER
MICHAEL H. BOWLING
JOSEPH D. TESSITORE
DALE A. SCOTT
CHRISTOPHER R. FAY
CINDY A. TOWNSEND
ANNA E. ENGELMAN



Bell & Roper, P.A.
ATTORNEYS AT LAW

SHERRY G. SUTPHEN
DAVID B. BLESSING
FRANK M. MARI
MAI M. LE
JOHN M. JANOUSEK
JENNIFER C. BARRON
NICHOLAS J. MARI

2707 EAST JEFFERSON STREET • ORLANDO, FL 32803
T: 407.897.5150 • F: 407.897.6947
WWW.BELLROPERLAW.COM

August 23, 2018

VIA E-MAIL DELIVERY

Honorable Mayor Nick Girone
Robin Hayes, City Manager
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

Dear Mayor Girone and Mrs. Hayes:

This letter shall serve to confirm that you have retained Sherry G. Sutphen and the firm of Bell & Roper, P.A., to serve as the interim City Attorney for the City of Mount Dora. The term of this engagement shall extend until such time as the City selects a permanent City Attorney. Nothing about this interim arrangement shall preclude Sherry G. Sutphen and the firm of Bell & Roper, P.A. from being named as the permanent City Attorney for the City of Mount Dora.

The purpose of this letter is to set forth our mutual understanding regarding this engagement and the manner in which we will charge for professional services rendered. I will be the interim City Attorney responsible for handling the City's affairs on behalf of the firm. As discussed, I have agreed to the existing hourly rate of \$155.00, for this interim assignment. There will be a minimum charge of one tenth of an hour for any activity completed on the City's behalf.

We generally render statements for services on a monthly basis and have agreed to do so as discussed, categorizing the same by City department. It is agreed that payments on such statement will be made by ACK on either the 15th or 30th of each month. You agree to carefully read all billing statements and promptly notify us, in writing, of any claimed errors, discrepancies or objections, within ten (10) days from the date of the statements.

Honorable Mayor Nick Girone
Robin Hayes, City Manager
City of Mount Dora
August 23, 2018
2 | Page

If the foregoing is acceptable to you, please so indicate by having this agreement signed below and returned to us. We greatly appreciate the opportunity to serve as your City Attorney and look forward to working with you and your staff.

Sincerely,



Sherry G. Sutphen

ACCEPTANCE

AGREED AND ACCEPTED this 24th day of August, 2018.

By: 
Honorable Mayor Nick Girone

By: 
Robin Hayes, City Manager

RESOLUTION NO. 2019-13

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO CITY ATTORNEY SERVICES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AGREEMENT AUTHORIZATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 27, 2018 the City Council authorized the Mayor and City Manager to negotiate an agreement with Bell & Roper, P.A., to serve as the City Attorney for the City of Mount Dora; and

WHEREAS, the Mayor, City Manager and Bell & Roper, P.A., have developed an agreement which best fits the needs of the City of Mount Dora.

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

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

SECTION 2. Agreement Authorization. The City Council hereby authorizes the Mayor/Vice-Mayor to execute the agreement with Bell & Roper, P.A., attached hereto as **Exhibit "A"**, to serve as the City Attorney for the City of Mount Dora.

SECTION 3. Savings Clause. All prior actions of the City of Mount Dora pertaining to the agreement for City Attorney services, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

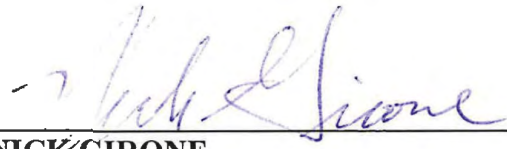
SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

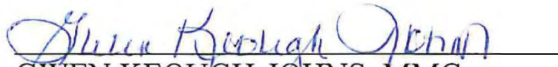
SECTION 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 15th day of January 2019.



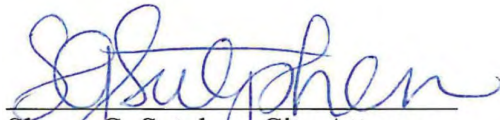
NICK GIRONE
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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



Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Agreement for City Attorney Services

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, FLORIDA (City), 510. N. Baker Street, Mount Dora, Florida 32757, and BELL & ROPER, P.A. (Bell & Roper or City Attorney), 2707 E. Jefferson Street, Orlando, Florida 32803.

WITNESSETH

WHEREAS, the City is a municipal corporation in the state of Florida and is in need of permanent legal services; and

WHEREAS, pursuant to the City of Mount Dora Charter, Section 3, the City Council shall appoint a City Attorney; and

WHEREAS, Bell & Roper is a law firm of attorneys and counselors at law, all of which are duly licensed and authorized to practice the profession of law in the state of Florida, and one of which, Sherry G. Sutphen, shall serve as primary attorney for the City; and

WHEREAS, the City desires to retain Bell & Roper to provide legal services for the City; and

WHEREAS, the City desires to assign the duties of legal officer of the City to Bell & Roper; and

WHEREAS, Bell & Roper and Sherry G. Sutphen have agreed to serve in such capacity and perform the duties of the legal officer of the City.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The City Attorney shall represent the City in all of its legal matters and serve the City as its chief legal officer except as otherwise dictated by the City. The primary City Attorney shall at all times remain in good standing with the Florida Bar.

2. The City Attorney shall:

- a. provide for the prosecution and defense of legal causes on behalf of the City;
- b. provide legal services to the City Council, City Manager, City departments and City boards, commissions, committees and agencies;
- c. attend all regular and special City Council meetings and, as necessary, workshops/work sessions and other meetings of the City, its boards, commissions, committees and agencies;
- d. perform such other professional duties as may be required by ordinance, resolution or motion of the City Council and as prescribed for city attorneys under Florida or Federal law;
- e. assist the City Council in the development of its policy but shall not engage in policy matters on its own accord;
- f. schedule workshops for the City Council and its boards, commissions, committees and agencies, in order to provide adequate training for the members of such bodies and to City staff so as to ensure, to the maximum extent practicable, a high quality and high functioning municipal government for the City;
- g. address individual legal inquiries of all members of the City Council related to City business but shall serve the City Council as a corporate body and the local governing body of the City under controlling Florida law;

- h. take such action, in its discretion and under controlling law, to provide the City with appropriate legal guidance and appropriate responses to legal inquiries; and
- i. act in a manner that reflects highly upon the City and advances the City and its programs, projects and activities.

3. The City Attorney has been appointed by the City Council as set forth in the City of Mount Dora Charter and may be terminated with or without cause, by majority vote of the entire City Council, at a regular meeting wherein the item is placed on the City Council agenda prior to the start of the meeting in which the termination occurs.

4. The City Attorney is encouraged to be involved in local events and activities; however, shall not be involved in City political campaigns.

5. The City Attorney shall be compensated by the hour, at a rate of \$155.00 for associates and a rate of \$190.00 for partners, all inclusive, with a minimum charge of one tenth of an hour for any activity completed on the City's behalf. The City Attorney shall not charge for travel time except when the primary City Attorney is required to be physically present at the City, or on behalf of the City, on more than three occasions in one calendar week. The City Attorney shall issue statements monthly which shall be paid by the City within 30 days, in accordance with its standard processes and procedures. The stated rate shall also apply to legal services provided in the course of litigation, not covered by the City's insurance carrier, or other extraordinary situations. With regard to litigation or other extraordinary expenses such as court reporter services, real estate closing and title related services, filing fees, discovery related fees, delivery fees and the like, the City Attorney shall pass such costs through to the City on its monthly statement for payment in accordance with the City's standard processes and procedures. The above stated rates

shall be fixed for a period of three years from the date of execution by the City and may be increased thereafter as agreed by the parties but shall in no event increase by more than ten percent.

5. The office expenses and procurement of legal materials of the City Attorney shall be borne by the City Attorney unless the City requires specific and specialized material solely for the use of the City. In such an event, said expense shall be passed through to the City on the monthly statement.

6. The City Attorney shall at all times maintain general liability insurance and professional liability insurance in an amount acceptable to the City. Upon request, the City Attorney shall provide the City with Certificates of Insurance evidencing such coverage.

7. Nothing in this Agreement shall be construed as creating an employer/employee relationship between the City and the City Attorney. The City Attorney shall be deemed, for all purposes set forth herein, an independent contractor. The City Attorney shall not be eligible for any employment benefits which the City provides to its employees, except as otherwise required by law. The City Attorney is not eligible to receive Florid State Retirement Benefits as a result of this contractual relationship with the City.

8. This Agreement constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein.

9. The covenants, terms and conditions contained herein may be amended, altered and/or modified only upon the express written consent of the parties hereto. In the event of any conflict between the covenants, terms and/or conditions hereof and any amendment(s) hereto, the latest executed amendment shall take precedent.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 15 day
of December, 2018.

January
CITY OF MOUNT DORA

Nick Girone
Nick Girone, Mayor

ATTEST:

Gwen Keough-Johns
Gwen Keough-Johns, MMC, City Clerk

BELL & ROPER, P.A.

Michael J. Roper
Michael J. Roper, Managing Partner

Sherry G. Sutphen
Sherry G. Sutphen, Partner

**AMENDMENT 1 TO THE LEGAL SERVICES AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND ROPER, P.A.**

THIS AMENDMENT is made by and between the City of Mount Dora, 510 N. Baker Street, Mount Dora Florida 32757 ("CITY") and Roper, P.A., 2707 E. Jefferson Street, Orlando, Florida 32803 ("ROPER").

WHEREAS, ROPER entered into a Legal Services Agreement with the CITY on January 15, 2019, through its former firm name, Bell & Roper, P.A.; and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement to recognize the name change of ROPER.

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

1. The Agreement is hereby amended to change the firm name from Bell & Roper, P.A., to Roper, P.A., with all responsibilities of Bell & Roper, P.A., being fully assumed by Roper, P.A.
2. All other terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment and any previous Agreements between the parties, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 19 day of October, 2021.

CITY OF MOUNT DORA

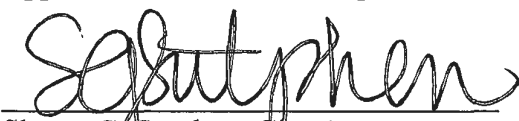


**CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida**

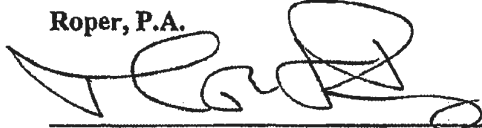
ATTEST:


for 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

Roper, P.A.



Michael J. Roper, Managing Partner

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Michael J. Roper, as Managing Partner of Roper, P.A., who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind the Corporation, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 11th day of October, 2021.



NOTARY PUBLIC, State of Florida



MICHAEL J. ROPER
DALE A. SCOTT
CINDY A. TOWNSEND
ANNA E. SCOTT
SHERRY G. SUTPHEN
DAVID B. BLESSING
FRANK M. MARI
JEFFREY A. CARTER
RAMON VAZQUEZ



Roper, P.A.
ATTORNEYS AT LAW

2707 EAST JEFFERSON STREET • ORLANDO, FL 32803
T: 407.897.5150 • F: 407.897.6947
WWW.ROPERPA.COM
Email: ssutphen@roperpa.com

JENNIFER C. BARRON
APRIL H. REMBIS
TERI A. BUSSEY
ERIC R. ARC EY
DAVID A.G. BELFORD
CHRISTINA M. LOCKE
JOHN L. MORROW ^{Of Counsel}

Board Certified - City, County &
Local Government

July 19, 2023

IA EMAIL DELIVERY

City of Mount Dora
10 N. Baker Street
Mount Dora, Florida 32757

Dear Honorable Mayor, Vice-Mayor and City Council Members:

It is with a heavy heart and very mixed emotions that I submit this letter resigning from my position as City Attorney for the City of Mount Dora. I have thoroughly enjoyed my work in the City of Mount Dora, including all of the various challenges and intricate issues we have faced together over the past five years of my tenure. I truly believe that respectful debate is healthy and has enabled the City Council to make some very difficult decisions when necessary. While there has not always been full agreement for resolving the various issues the City has faced, I believe we watched true democracy at work on multiple occasions and I thank you for enabling me to participate in and experience that process.

Having said that, it is important for you to know that it has always been my professional philosophy that working together to achieve a common objective is better than fighting a personal fight to reach an individual goal. I have always valued my working relationships with the various City or County Administrators with which I have worked, knowing that constructive disagreement will ultimately enable the best interest of the community to be determined. Unfortunately, over the past few months, this concept of working toward a common objective has disappeared inside the City of Mount Dora City Hall.

While the City is designed to operate with a checks and balances system that enables the City Council to base its decisions on the separate but equal functions of the City Manager and City Attorney, of late the City Manager has taken overt steps to both hinder and circumvent my role as City Attorney in this fundamental process. Specifically, my legal opinion has been undermined, second-guessed and downright ignored by the City Manager. Agenda items have been changed after my review without the professional courtesy of informing me. At other times, I have been completely left out of the review process but then expected to try to fix liability exposure or other issues after approvals have already been granted. I can no longer sit idle and run the risk of something falling through the cracks because my review has been ignored or passed over. The

July 19, 2023

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liability for such missteps will fall on me and my firm as the legal advisor for the City of Mount Dora.

Please know that I am willing to remain providing legal counsel to the City until you are able to secure the services of a new City Attorney, including any needed transition assistance; however, I would ask that the process be started as quickly as possible. Thank you all for your confidence in me and your understanding.

Sincerely,

A handwritten signature in blue ink that reads "S. Sutphen". The signature is stylized with a large, looped "S" and a cursive "Sutphen".

Sherry G. Sutphen



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Award RLOI 23-GS-016 City Attorney Services to Shepard, Smith, Kohlmyer & Hand, P.A., Appointing Andrew J. Hand, Esq. and Patrick Brackins, Esq. as City Attorneys, and Authorizing the Mayor to Execute the Letter of Engagement

Introduction:

This is a request for City Council to award RLOI 23-GS-016 City Attorney Services to Shepard, Smith, Kohlmyer & Hand, P.A., appointing Andrew J. Hand, Esq. and Patrick Brackins, Esq. of as City Attorneys, and authorizing the Mayor to execute the Letter of Engagement.

Discussion:

In response to City Council direction at the August 1, 2023 Regular City Council meeting, staff initiated RLOI# 23-GS-016 City Attorney Services. The bids were opened on August 31, 2023, with two firms providing responses: The Vose Law Firm and Shepard, Smith Kohlmyer & Hand, P.A. Both firms provided presentations and answered questions during the September 7, 2023 Regular City Council meeting.

City Council directed staff to complete the references on each firm and provide an update at the September 21, 2023 Regular City Council meeting. On September 8, 2023, the Vose Firm withdrew itself from consideration. Shepard, Smith, Kohlmyer & Hand, P.A. has provided a Letter of Engagement for consideration of the award.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council award RLOI 23-GS-016 City Attorney Services to Shepard, Smith, Kohlmyer & Hand, P.A., appointing Andrew J. Hand, Esq. and Patrick Brackins, Esq. of as City Attorneys, and authorizing the Mayor to execute the Letter of Engagement.

Attachment(s):

1. City of Mount Dora Fee Agreement Engagement Letter

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 9/15/2023



SHEPARD, SMITH, KOHLMYER & HAND, P.A.
ATTORNEYS & COUNSELORS AT LAW
SHEPARDFIRM.COM

September 7, 2023

VIA E-MAIL:

Marilyn Douglas, NIGP-CPP
Purchasing Manager
City of Mount Dora
510 N Baker St.
Mount Dora, FL 32757

Dear Ms. Douglas:

This letter, explaining our firm's fees, expenses, billing policies and payment terms, is prepared regarding our agreement to represent the Client, **City of Mount Dora**, as legal counsel in the following matter:

Re: General Representation

This document has been issued on the above-referenced date and is null and void if not returned to SHEPARD, SMITH, KOHLMYER & HAND, P.A., within fifteen (15) days. Likewise, this document is null and void without the acceptance signature of an attorney of SHEPARD, SMITH, KOHLMYER & HAND, P.A. This engagement letter shall govern all additional matters brought to this firm, unless otherwise specified in a separate engagement letter.

Legal Fees

The firm proposes an hourly rate of \$225.00 per hour for all shareholders and partners, \$200.00 per hour for all associates, and \$100.00 per hour for paralegals on matters that are not passed through or charged back to developers/applicants. On matters that are passed through or charged back to developers/applicants, the firm proposes a discounted hourly rate of \$300.00 per hour for all shareholders and partners, \$250.00 per hour for all associates, and \$125.00 per hour for paralegals. The exception to the hourly rate structure would be if serving as issuer's counsel in bond transactions, in which case the fee would be a fixed 0.005% of the issue.

The firm does not charge for routine costs such as copying and postage. The firm reserves the right to impose reasonable fees for extraordinary costs. The firm will not charge or bill for travel time or mileage within Lake County.

CLIENT INITIALS _____

Authority to Represent

The law firm is authorized to investigate and prepare the matters for which it has been retained. Neither the law firm nor the client will settle any matter(s) with any party without the full knowledge and consent of the other.

No Guaranty

The law firm does not and cannot guarantee a successful result. The attorneys' fees incurred by the client shall be due and owing regardless of the outcome of the matter(s) for which the law firm is retained.

Termination or Withdrawal

If the law firm is discharged by the client or withdraws for any reason before conclusion of the matter(s), the law firm shall be entitled to immediate reimbursement of all costs advanced and all attorney fees incurred for work performed until such termination.

Retainer

No retainer is required at this time.

Costs and Disbursements

The client is responsible for all costs associated with the investigation and prosecution of all matters referred to the firm, regardless of whether any recovery is made. Costs include but are not limited to court costs, filing fees, taxes, recording fees, overnight mail charges, deposition or investigation costs. Invoices for such items will either be sent directly to the client for payment or will be billed to the client by the firm. The client agrees to pay all such costs.

While this firm does not bill for routine office expenses such as photocopies, postage, or delivery charges, it reserves the right to do so if, in its judgment, these expenses exceed the firm's reasonable expectations.

Billing

Bills for services provided and costs incurred by the firm are rendered to clients monthly. Bills are due in full upon receipt and considered delinquent fifteen (15) days from the date of the billing. In the event payment of any statement is not made within fifteen (15) days of the billing date, the law firm may elect any or all the following options:

1. To withdraw from any pending court matter in which an appearance has been filed on the client's behalf, upon due motion and notice of hearing;

CLIENT INITIALS _____

2. To declare the entire amount due, with interest at the rate of eighteen percent (18%) per annum from the date of the statement;
3. To file suit on the amount due;
4. To retain all client property in its possession until payment is made;
5. To pursue any other remedy allowed by law.

Handling of Retainer Funds

Clients with retainer funds on account must contact the law firm within fifteen (15) days of the billing date with any questions or adjustment requests. Failure to contact the firm within the fifteen (15) day period will be deemed acknowledgment of the bill's accuracy and any retainer funds will, to the extent sufficient, be applied to the outstanding balance. If the retainer funds on account are insufficient to cover the outstanding balance, the client is expected to pay any remaining balance in full before the next billing.

Late Payment Charge

A late payment charge of \$25.00 is added to all balances not paid in full within fifteen (15) days of the bill date unless alternative payment terms are arranged in advance.

Attorneys' Fees

If the law firm is forced to collect the client's account, the client agrees to pay the law firm's reasonable attorneys' fees, including attorneys' fees on appeal, for such collection.

Questions about Billing

Clients are strongly encouraged to timely discuss any questions they have about statements rendered to them with the member of the firm familiar with the account. **Clients must contact the law firm within fifteen (15) days of the billing date with any questions or adjustment requests. Failure to do so will be deemed acknowledgment by the client that the bill is both accurate and fair.**

We look forward to what we hope will develop into a long and rewarding professional relationship with you. If the above outlined terms are acceptable, please sign where indicated below and return this letter with your initial retainer. In the meantime, should you have any questions, please don't hesitate to contact us.

CLIENT INITIALS _____

CITY OF MOUNT DORA

SHEPARD, SMITH,
KOHLMYER & HAND, P.A.

By: _____
Crissy Stile, Mayor

Date: _____

By: _____
Andrew J. Hand, Esq.

Date: _____

By: _____
Patrick Brackins, Esq.

Date: _____

AJH/bl



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Mayor Crissy Stile

SUBJECT: Determination of RFP Process for City Attorney Services

Introduction:

This is an opportunity for Council to determine the RFP process for City Attorney Services.

Discussion:

City Attorney Sherry Sutphen delivered her resignation on July 19, 2023. At this time, City Council will determine the process for issuing notice to solicit a new City Attorney.

Budget Impact:

N/A

Strategic Impact:

This item is in line with the City's Strategic Plan Objective 3.2. Attract and maintain city human resources.

Recommendation:

Council determine the process for retaining a new City Attorney.

Attachment(s):

1. Attachment #1 RFP 16-04-001 Bid Document - Final

Prepared by: Jeanann Hand, City Clerk

City of Mount Dora

Purchasing Division
 1250 North Highland Street
 Mount Dora, Florida 32757
 Telephone (352) 735-7176
 Fax (352) 735-4789

REQUEST FOR PROPOSAL**SUBMITTER ACKNOWLEDGEMENT FORM*****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP***

RFP TITLE:	<u>Legal Services for City Attorney</u>
RFP NUMBER:	<u>16-04-001</u>
RFP DUE DATE & TIME:	<u>February 16, 2016 @ 2:00 P.M.</u>
RFP OPENING LOCATION:	Purchasing Division Office 1250 North Highland Street Mount Dora, FL 32757
RFP INFORMATION DEADLINE:	<u>February 9, 2016 @ 2:00 P.M.</u>

Submittals Received After the Above Date and Time Will Not Be Accepted.

SUBMITTER'S NAME: _____

SUBMITTER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ FAX NUMBER: _____

If returning as a "No Submittal", please state reason (s): _____

I certify that this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services, materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am duly authorized to sign this Submittal. In presenting a Submittal to the City of Mount Dora, the Submitter offers and agrees that if the Submittal is accepted, the Submitter will convey, assign or transfer to the City of Mount Dora all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular services or commodities purchased or acquired by the City of Mount Dora. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment for the Work.

X

AUTHORIZED SIGNATURE (MANUAL)_____
NAME (PRINTED)_____
TITLE_____
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposal (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Mount Dora reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Manager. Those interpretations that may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Mount Dora.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

ADDITIONAL TERMS AND CONDITIONS: The City of Mount Dora reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Mount Dora is exempt from Federal Excise Taxes and all sales taxes.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Submittal evaluation purposes. If a Submitter offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Submitter represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

ATTACHMENT #1

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Council, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Mount Dora, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Mount Dora and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Mount Dora. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Submitter agrees that, unless otherwise specified, the supplies and/or services furnished under the Submittal shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Mount Dora by other provision of the Submittal.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

DEFINITIONS:

CITY/OWNER - The terms CITY (or City) and OWNER (or Owner) herein refer to the City of Mount Dora, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the City's part to manage all the Contract actions.

VENDOR, CONTRACTOR, CONSULTANT, or SPECIALIST - The term(s) used herein refer to any individual(s), company or other entity that is awarded a Contract by the CITY pursuant to the terms, conditions, and quotations of a Submittal or Proposal.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean, "furnish and install, complete in place and ready for service".

PROJECT MANUAL - The term "Project Manual" includes Submittal Requirements, General Conditions, Scope of Work, Specifications, and any associated attachments.

SUBMITTER - The term used herein refers to any individual, company or other entity tendering a Submittal to the CITY in response to a Request for Qualifications (RFP).

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

ATTACHMENT #1

SUPPLIER - The term used herein refers to any individual, company or other entity supplying commodities and/or services pursuant to the terms, conditions, and quotations of a Submittal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

THE CITY OF MOUNT DORA RESERVES THE RIGHT TO REJECT ANY OR ALL SUBMITTALS, PROPOSALS OR BIDS AND TO WAIVE ANY INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

COMMUNITY PROFILE:

Mount Dora is a full-service City located on US 441 about 25 miles northwest of the Orlando Metropolitan area. The community has retained its small town charm with a walk able downtown located adjacent to scenic Lake Dora. It is well known for its friendly atmosphere, historic downtown, community festivals, scenic vistas, tourism and quality of living.

Mount Dora has a population of over 12,000 residents and is expected to experience significant growth. It is a full-service City with operational responsibilities for police, fire, library, community development, parks & recreation, public works & utilities, cemetery, and supporting services. It operates under a Council-Manager form of government with seven Council Members elected to two-year terms with four members representing districts and three members, including the Mayor, elected at-large. The City has a full and part time workforce of 210 employees and is responsible for a 2016 Budget of over \$45M including operations, reserves and capital.

RFP 16-04-001 SCHEDULE:

SPECIFIC DATES

Release Proposal:	January 22, 2016
Legal Advertising;	Week of January 25, 2016
Proposal Due:	February 19, 2016
City Council Individually Reviews Proposals	Week of February 22, 2016
City Council Special Meeting to Review & Schedule Interviews:	Week of March 1, 2016
Interviews and Selection	Week of March 8, 2016
Contract Approval:	March 16, 2016 Regular Meeting

GENERAL INSTRUCTIONS

1. Inquiries: Questions may arise as firms are preparing their responses. Please direct such questions to the City's Purchasing Manager:

John A. Bruce – CPPB. MBA
City of Mount Dora
1250 North Highland Street
Mount Dora, Florida 32757
Voice: 352-735-7176

Fax: 352-735-4789

E-mail: brucej@cityofmoundora.com

2. Signature Requirements: Submittals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.
3. Submittal Delivery: Submit one (1) original, nine (9) copies of the complete proposal and one (1) electronic copy (i.e. CD, CDC or USB Drive) by the closing date and time in an envelope with the RFP title and number (16-04-001) clearly marked on the outside of the envelope. Deliver proposals to John A. Bruce, Purchasing Manager,

ATTACHMENT #1

City of Mount Dora, 1250 North Highland Street, Mount Dora, Florida 32757. **DO NOT SEND PROPOSALS TO THE CITY'S PO BOX.**

4. Addenda and Supplements to the Request for Proposal (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, addendums or supplements to the RFP will be issued. Efforts will be made to provide such addendums or supplements to each firm that has requested a copy of this RFP document, however, it remains the Submitters responsibility for ascertaining if addendums or supplements have been issued, and if so, to obtain them.
5. Rejection Rights: The City of Mount Dora reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
6. Cost of Submittal Preparation: No reimbursement will be made by the City of Mount Dora for any costs incurred in the preparation of the submittal or presentation.
7. Submittals to be in Effect: Each submittal shall be valid for a period of not less than ninety (90) days from date of receipt.

PROPOSAL FORMAT:

Proposals are to be submitted accompanied by pertinent information relating to the law firm's experience, qualifications, personnel, availability and capability to provide and perform all the professional services necessary in a complete, effective and timely manner. In addition to the information and documents requested above, each proposal shall include:

- (1) Identification of the principal and secondary representatives providing the legal services to the City and acting as back-up in case of absence;
- (2) Statement of qualifications and experience for each attorney that will provide legal services under the proposed contract;
- (3) List other current government entities with which the law firm provides routine legal services along with three references;
- (4) Proximity of local office serving the City of Mount Dora as a prospective client;
- (5) Identify any potential conflicts of interest that the firm might incur while rendering services;
- (6) Identify the fees and charges for the contracted services and any additional legal services or expenses not covered under the base proposal. Incomplete proposals will be subject to disqualification.

All proposals will be screened to ensure adherence to the RFP requirements. Top qualified firms/individuals will be invited for interview with the Council. If selected, a formal contract will be negotiated with the successful candidate.

MINIMUM QUALIFICATIONS:

1. Graduation from an accredited law school in the USA.
2. Membership in good standing with the Florida Bar Association for five years.
3. *City, County and Local Government Certification* with a minimum of five years' experience in the practice of local government law.
4. Authority to practice in all courts of the State of Florida.

SCOPE OF SERVICES

1. General requirements include certification as a *City, County and Local Government attorney*, knowledge and experience as to a broad range of legal issues pertaining to municipal government law including: Applicable Florida Statutes and Administrative Codes; Florida's Sunshine Law and Public Records Law; land use law and zoning; community redevelopment agencies; general litigation; administrative hearings and appeals; ability to communicate effectively and provide legal advice and opinions.
2. Recommend policies and procedures that comply with the requirements of law.
3. Attend all meetings of the City Council (generally 2/month and 1 workshop/month), Planning & Zoning (generally 1/month), two Community Redevelopment Agencies (as needed about 1/quarter), Code Enforcement Magistrate (generally 2/month), and occasional special meetings as needed by the City Council or appointed Boards and Commissions. For reference, the City Council regular meetings are held on the first and third Tuesday evenings each month, and the Planning & Zoning meetings are held on the third Wednesday evening each month.
4. Represent the City Council and applicable Boards and Commissions, provide appropriate legal advice and/or written opinions as necessary, and provide parliamentary guidance concerning the conduct of meetings.
5. Prepare ordinances, resolutions, contracts, legal property documents, written policies and procedures, correspondence and other written documentation necessary for the legal support of City functions and duties.
6. Prosecute and defend the City on all complaints, suits or controversies in which the City is a party. The City Attorney is responsible for prosecuting and defending the City in civil action when no counsel is provided by liability insurance or when the City's exposure exceeds its insurance coverage. The City Attorney is responsible for representing an employee or elected official of the City when named in a suit as a result of their official duties.
7. As requested by the City Manager or City Council, the City Attorney will provide staff assistance, legal research and counseling related to the acquisition or sale of real property, preparation of leases, deeds and easements; plat performance land use issues; utility franchise agreements; operations governed by law; liability situations; grant guidelines; pension law; and other matters as necessary requiring legal advice.
8. Interpretation of our Municipal Code and prosecution of misdemeanor and ordinance infractions as necessary.
9. Maintain legal files and provide the City Clerk copies of pertinent pleadings and orders in all litigation the City Attorney is handling for the City. On a monthly basis, the City Attorney will provide a brief written report on the status of litigation and other legal matters. The reports are due on the 15th day subsequent to the end of a given month.

ATTACHMENT #1

10. Keep the City Council informed of legislation or judicial opinions that have potential impact to the City.
11. The City Attorney shall answer all initiated requests for information and advice in a timely fashion as mutually established with the City Manager and City Council.
12. Manage, in a cost-effective manner, legal experts in various specialties as required and needed for City affairs.
13. Perform other such professional duties as may be required.

SELECTION PROCESS

All aspects of the RFQ/P process will be conducted by the City Council. Proposals will be evaluated based upon the following criteria.

1. *City, County and Local Government Certified Attorney;*
2. Practical Experience and Knowledge of Municipal Corporate Law and Operations;
3. Experience with complex land use transactions, ordinances, and development agreements;
4. Demonstrated Experience in representing Public Entities;
5. Experience with litigation;
6. Depth of law firm;
7. Dedicated Time Commitment of the Primary Legal Representative;
8. Ability to Communicate Effectively and Prepare Written Documents;
9. Fee Proposal;
10. Clarity and Responsiveness of Proposal; and
11. Meet the City's needs in a timely manner.

The City Council may conduct personal interviews, require a presentation, perform a background and reference check, and/or conduct a site visit to the applicant's place of business as necessary. The City Council will conduct negotiations for a contract with the selected candidate.



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-31** Replat for Storage Unlimited Lot 3

Introduction:

This is a request for the City Council to approve Resolution No. 2023-31.

Call Up Item
Mayor Asks Attorney to Read Resolution
City Manager Background
Applicant Comments
Public Hearing
Discussion
Council Action

Discussion:

The applicant is requesting to Replat to the existing Storage Unlimited Phase One Replat for lot 3 (Attachment #1). The purpose of this replat is to create two (2) industrial/warehouse lots associated with the Camp Avenue warehouse complex. The warehouse complex is located at the southwest corner of Camp Avenue and Rossiter Street. The warehouse facility was developed in 2002 with multiple warehouses, offices, light manufacturing and storage units. All parking and buildings are existing. The applicant wishes to divide the warehouse building spaces from one unit into two separate warehouse spaces/lots (proposed lots 3A and 3B). The existing warehouse is 5,788 square feet in size.

Because the owner wishes to create two lots, a replat is required by city code (i.e subdivision of land of the City's Land Development Code). All two lots have been configured for consistency with the underlying PUD zoning district and the City's Land Development Code platting requirements.

Replat requests of this size and nature are only considered by the City Council for approval once all plat technical requirements have been reviewed and accepted by the Development Review Committee (DRC) and the City Attorney. The City's Land Development Code does not include

the Planning and Zoning Commission for these types of minor changes to plats, as there are no infrastructure improvements. The DRC members reviewed the request on June 28, 2023 and again on August 3, 2023.

Application Summary:

Owner: Three Volcanoes Farm, LLC
Applicant: Wallis G. Owen and Sheila Short
Surveyor: Freeland-Clinkscales and Associates - Fulton V. Clinkscales, Jr. PSM
Existing Use: 6 Warehouse Buildings with Multiple Ownership Tenant Spaces
56 lots/units
14,700 sf Total (all buildings)
Proposed: Two Industrial Lots:
New Lot 3A: 50' x 206'
New Lot 3B: 25' x 206'
Future Land Use: Industrial
Current Zoning: PUD (10.89 acres total site area)
Ordinance No. 807 adopted on February 19, 2002
Ordinance No. 831 adopted on April 15, 2003
Site Area: 0.35 acre (75' x 206' or 15,450 sf)

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the replat action.

Strategic Impact:

Development plans which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities.

Recommendation:

The City Council approve Resolution No. 2023-31. Approval subject to final platting requirements.

Attachment(s):

1. Attachment 1 Maps and Replat Application
2. Resolution2023-31 Replat.SGS
3. Exhibit A Replat Storage Unlimited Lot 3

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	Sherry Sutphen, City Attorney	Approved - 9/15/2023
	Jeanann Hand, City Clerk	Approved - 9/15/2023
	Patrick Comiskey, City Manager	Final Approval - 9/15/2023

VICINITY MAP

Legend



Subject Property

N



N.T.S.



**Plat of Boundary Survey for
Three Volcanoes Farm, LLC
1204, 1206 & 1208 Camp Avenue, Mt Dora**

DESCRIPTIONS

PARENT PARCEL

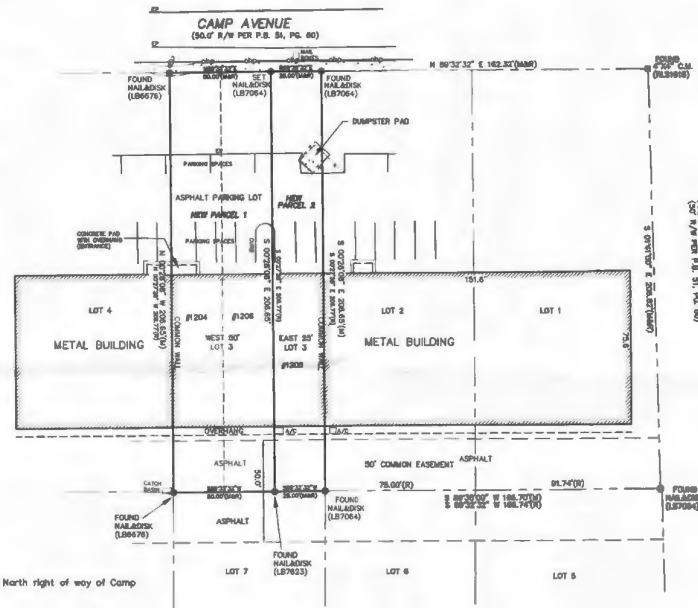
Lot 3, STORAGE UNLIMITED PHASE ONE REPLAT,
according to the map or plat thereof, as
recorded in Plat Book 51, Pages 60 and 61,
Public Records of Lake County, Florida.

NEW PARCEL 1

Lot 3, STORAGE UNLIMITED PHASE ONE REPLAT,
according to the map or plat thereof, as
recorded in Plat Book 51, Pages 60 and 61,
Public Records of Lake County, Florida. LESS the
East 25 feet thereof.

NEW PARCEL 2

The East 25 feet of Lot 3, STORAGE UNLIMITED PHASE ONE REPLAT, according to the map or plat thereof, as recorded in Plat Book 51, Pages 60 and 61, Public Records of Lake County, Florida.



SURVEYOR'S NOTES

- 1) Bearings based on a plat bearing of N 69°32'32" E along the North right of way of Camp Avenue.
- 2) Subject to easements and restrictions of Record.
- 3) All of the above captioned property lies within F.I.R.M. Zone "X" according to F.I.R.M. panel No. 12069C 0367E, dated December 18, 2012
- 4) This Survey is based on the Description provided, Plot Information, Found Monumentation and other data acquired by this firm.
- 5) Foundations, Underground Structures, and Underground Improvements, if any, not located by this firm.
- 6) Fences are located ONLY where dimensioned and may not run straight; ownership of fences, if any, unknown.

I hereby certify that this survey was made under my responsible charge and meets the minimum technical standards as set forth by the Board of Professional Land Surveyors in Chapter 61C17-6 Florida Administrative Code Pursuant to Section 472.027 Florida Statutes

Fulton V. Githasos, Jr., Surveyor (p)

Not valid without the signature
and the original raised seal of
a Florida licensed surveyor and mapper.



165	REVIEWS	Date	FREELAND - CLINKSCALES & ASSOCIATES, INC. OF NC	REF. FLAT BOOK	5/1/80
1	AMOUNT DUE	10/10/10	Engineers' Land Surveyors 301 2nd Ave. East HENDERSONVILLE, N.C. 27532 (888) 897-2570	REF. Q.R. BOOK	5365/304
			1220 HUFFSTELER DRIVE, UNIT 201 DUNEDIN, FLORIDA 33726 (850) 690-2650	ALT. KEY	3806/818
			TURKEYHOUTC@GMAIL.COM	PARTY CHIEF	SC
			UR 7084	SC	SC
				DATE	JUL 28, 2032
				TIME	F42137

LEGEND:

○	SP	IRON PIP SET (1/2" BORE 1/4" CP)
○	SP	IRON PIPE FOUND
○	CM	CONCRETE MOUNTING
○		POWER POLE
○		LIGHT POLE
○		WATER VALVE
○		GAS VALVE
○		WELL
○		PIPE JOINT
○		SANITARY SERVICE MANHOLE
○		STONE CURB MANHOLE
○		CATCH BASIN
○		CLEANOUT
○		CURB PILE
○		TRANSFORMER
○		OVERHEAD UTILITY
○		FENCE LINE
○	(X)	POLE BEARING
○	(S)	SECOND DESCRIPTION OR PLAT
○	(S)	OTHER SECOND BOOK
○	(L)	DESCRIPTION
○	(L)	PLAT BOOK
○	P	PAVE
○	R	REBAR
○	W	IRON PIPE
○	W	WELDER
○	F/C	FOUR CORNER
○	W	WIND-UP-WAY
○		EDGE OF PARAPET

CERTIFIED TO:
THREE VOLCANOES FARMS, LLC
THE FIRST NATIONAL BANK OF MOUNT DORA.

Sheet No. 1 of 1



CITY
MOUNT
DORA



City of Mount Dora
Planning and Development
10 N. Baker St.
Mount Dora, FL 32757
2-735- 112
E-mail: plandev@cityofmoundora.com

REPLAT

APPLICATION

Date: 5/9/23 Project Name STORAGE Unlimited Lot 3

- ✓ 1. Applicant's Name: WALLIS G. OWENS / Sheila Short
 Company's Name: THREE VOLCANOES FARM, LLC (352) 552-0325
 Address: 27845 SHIRLEY SHORES RD. P O Box 723
 City, State & Zip: TAVARES, FL 32778 MES FL 32778
 Phone: 407.252.4414 E-mail: WALLYOWENS1@gmail.com
montina@centurylink.net
- ✓ 2. Property Owner's Name(s): THREE VOLCANOES FARM, LLC.
 Company's Name: SAME
 Address: 1206 MP (MAILING: SAME AS ABOVE)
 City, State & Zip: MOUNT DORA, FL 32757
 Phone: 7. 252.4414 E-mail: WALLYOWENS1@mail.com
3. Engineer's Name: NONE
 Company's Name: _____
 Address: _____
 City, State & Zip: _____
 Phone: _____ E-mail: _____
4. Su veyor's Name: Fulton V. CLINKSCALES, JR.
 Company's Name: FREELAND - CLINKSCALES & ASSOC
 Address: 1220 W FESTETLER DRIVE, UN 201
 City, State & Zip: EUSTIS, FL 32726
 Phone: 352-609.830 E-mail: URVEYQUOTE@CAE MAIL.COM

. Zoning District: _____

. Future Land Use: _____

. Total Units/Lots: _____

. Size of Property (Acres): _____

. Name of Existing platted
Subdivision: _____

10. General Location: _____



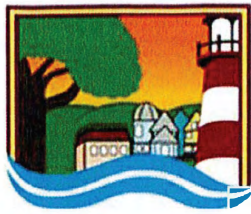
CERTIFICATION AND SIGNATURE

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

Owner/Applicant Signature

WALLIS G. OWENS

Date



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 2757
2- - 7113
plandev@cityofmoundora.com

GENT AUTHORIZATION

I/we, (Property owner name(s)) Wallis G. Owens, as the
owner(s) of the real property described as follows,

3809818 (Address, Parcel I or Alternate Key
Number of subject property), do hereby authorize Shirley S. Ritz to act

as my/our Agent, to execute any petitions/applications or other documents necessary to affect the request
for REAL REPLAT - STORAGE UNLIMITED (Application Type), and to appear on my/our
PHASE 1 LOT 3
PG 51 PG 60-61
behalf before any administrative, legislative or quasi-judicial body in the City pertaining to the application
described above and to act in all respects as my/our Agent in matters pertaining to the application and City
process.

Wallis G. Owens
Printed Name of Property Owner

[Signature]
Signature of Property Owner

5/12/23
Date

Printed Name of Property Owner

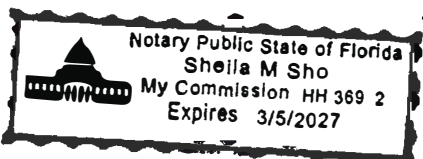
Signature of Property Owner

Date

State of Florida
County of Lake

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization,
this 12th day of May, 2023, by Wallis Guy Owens.

Personally known OR Produced Identification
Type of Identification Produced: DL #



Shirley M. Ritz
Notary Signature

Note: All applications shall be signed by the Owner(s) of the property, or the Agent as duly authorized herein by the Owner(s).

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**LOAN LICY
SCHEDULE A**

Policy No.: MF6-8449775 Date of Policy: December 5, 2019 at 12:19 p.m. File: 19-0388
 Amount of Insurance: \$ 442,000.00 Premium: \$397.50
 Loan No.:
 Address 1204, 1206 & 1208 Camp Avenue, Mt. Dora, FL 32757

1. Name of Insured: The First National Bank of Mount Dora, including its successors and assigns

2. The estate or interest in the land that is encumbered by the Insured Mortgage is Fee Simple.

3. Title is vested in:
 Three Volcanoes Farm, LLC, a Florida limited liability company

4. The Insured Mortgage and its assignments, if any, are described as follows:

Mortgage and Security Agreement from Three Volcanoes Farm, LLC, a Florida limited liability company and Karen M. Owens and Wallis G. Owens, husband and wife, as Borrowers and Three Volcanoes Farm, LLC, a Florida limited liability company, as Mortgagor, to The First National Bank of Mount Dora, including its successors and assigns, in the original principal amount of \$442,000.00, dated December 4, 2019 and recorded December 5, 2019 in Official Records Book 5385, page 306, Public Records of Lake County, Florida.

5. The land referred to in this policy is described as follows:

Lot 3, STORAGE UNLIMITED PHASE ONE REPLAT A PLANNED UNIT DEVELOPMENT, according to the map or plat thereof as recorded in Plat Book 51, Page 60, Public Records of Lake County, Florida.

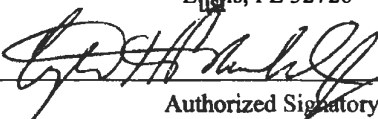
6. This policy incorporates by reference those endorsements selected below:

- | | |
|--|--|
| ☐ ALTA Endorsement 4.1-06 Condominium (FL Mod.) | ☒ ALTA Endorsement 9-06 Restrictions, Easements, Minerals. (FL Mod.) |
| ☒ ALTA Endorsement 5.1-06 Plan. Unit Dev. (FL Mod.) | ☐ ALTA Endorsement 13.1-06 Leasehold Loan |
| ☒ ALTA Endorsement 6 06 Variable Rate | ☐ ALTA Endorsement 14-06 Future Advance-Priority |
| ☐ ALTA Endorsement 6.2-06 Var. Rate-Neg. Amort. | ☐ ALTA Endorsement 14.1-06 Advance-knowledge |
| ☐ ALTA Endorsement 8.1-06 Environmental Protection (with FL Mod). Par. B refers to FL Statutes: ~None~. | ☐ ALTA Endorsement 14.3-06 Future Advance-Reverse Mortgage (FL Mod.) |
| | ☐ Florida Endorsement NSE Navigational Servitude |

ISSUING AGENT

Clayton H. Blanchard, Jr., P.A.
 35 E. Pinehurst Blvd.
 Eustis, FL 32726

by:


 Authorized Signatory
 Agent No. 12156



Old Republic National Title Insurance Company
 400 Second Avenue South, Minneapolis, Minnesota 55401. (612) 317-1111.

This policy is only valid if Schedule B is attached.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LOAN LICY

SCHEDULE B

Policy No.: eMF6-8449775 e

Agent's File: 19-0388 e

Except as may be provided in Schedule B -Part II, if attached, this policy does not insure against loss or damage, and the Company e will not pay costs, attorneys' fees, or expenses that arise by reason of: e

- 1.e Taxes and assessments for the year 2020 and all subsequent years which are not yet due and payable.e
- 2.e All matters contained on the Plat of Storage Unlimited Phase One Replat A Planned Unit Development, as recorded in Plate Book 51, Page 60 and 61; Dedications recorded in O.R. Books and Pages 2518/1244, 2518/1245, 2518/1246, 2518/1247,e 2518/1248 and 2518/1249; Surveyors Affidavit recorded in O.R. Book 211 , Page 1204, Public Records of Lake County,e Florida.e
- 3.e All matters contained on the Plat of Storage Unlimited Phase One, as recorded in Plat Book 46, Page 93, Public Records of Lake County, Florida.e
- 4.e Covenants, conditions, and restrictions recorded May 23, 2003 in O.R. Book 2118, Page 1214; Amended recorded in O.R.e Book 2398, Page 1811, eO.R. Book 2555, Page 2289 and O.R. Book 2686, Page 361, Public Records of Lake County, Florida,e which contain provisions creating easements and/or assessments.e
- 5.e Common Easements and Notice of Plat Correction recorded in O.R. Book 2118, Page 1205; Amended recorded in O.R. Book 2519, Page 548, and in O.R. Book 2686, Page 354, Public Records of Lake County, Florida.e
- 6.e Boundary Line Agreement recorded in O.R. Book 2518, Page 1260, Public Records of Lake County, Florida.e
- 7.e Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded September 27, 1943 in Deed Book 209, Page 535; Partial Release recorded in O.R. Book 2e18, Page 1202, Public Records of Lake County, Florida.
- 8.e Rights of the lessees under unrecorded leases.e
- 9.e Rights or claims of parties in possession not recorded in the Public Records.e
- 10.e Any loss or damage caused by a lien for assessments pursuant to Sec. 720.3085(1), F.S., notwithstanding any assurances to the contrary in any attached ALTA Endorsement Form 5.1-06 as to the loan policy.e
- 11.e Easements or claims of easements not recorded in the Public Records.e
- 12.e Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land. eThe following items are deleted from the Altae Endorsement 9-06: e1(b)(1) 1(b)(3), 1(b)(4), 3(a) 4 and 5.e

(1 Continuation page s attached and made a part of this schedule)



LD EPUBLIC NATIONAL TITLE INSURANCE COMPANY

AN ICY

SCHEDULE B CONTINUED

Policy No.: MF6-8449775

Agent's File: 19-0388

SCHEDULE B-II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest.

13. Assignment of Leases, Rents and Profits from Three Volcanoes Farm, LLC, a Florida limited liability company, in favor of The First National Bank of Mount Dora, as recorded December 5, 2019 in Official Records Book 5385, Page 324, Public Records of Lake County, Florida.
14. Subject to UCC Financing Statement, as recorded December 5, 2019 in Official Records Book 5385, Page 330, Public Records of Lake County, Florida.

LOAN POLICY F TITLE INSURANCE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 17 of the Conditions. o

COVERED RISKS o

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company"), o insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of: o

1. o Title being vested other than as stated on Schedule A. o
2. o Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from o
 - (a) o A defect on the Title caused by
 - i) o forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii) o failure of any person or Entity to have authorized a transfer or conveyance;
 - iii) o a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - iv) o failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v) o a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi) o a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or o
 - vii) o a defective judicial or administrative proceeding. o
 - b) o The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid. o
 - c) o Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. o
3. o Unmarketable Title. o
4. o No right of access to and from the Land. o
5. o The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to o
 - (a) o the occupancy, use, or enjoyment of the Land; o
 - (b) o the character, dimensions, or location of any improvement erected on the Land; o
 - (c) o the subdivision of land; or o
 - (d) o environmental protection o

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, o but only to the extent of the violation or enforcement referred to in that notice. o

(Covered Risks continued) o

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of o Date of Policy shown on Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company. o



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 554
(612) 371-1111

By C. Monroe President
Attest David Wald Secretary

SERIAL

MF6 -8449775

(Covered Risks continued)

6. e A e or cement action based on the exercise o a governmental police power not covered by Covered Risk 5 iee notice o the enforcement action, e describing any part o the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice. e
7. e The exercise o the rights oe eminent domain ie a notice oe the exercise, describing any part oe the Land, is recorded in the Public Records. e
8. e Any taking by e governmental body that has occurred and is binding oe the rights oe a purchaser for value without Knowledge. e
9. e The invalidity or unenforceability oe the lien oe the Insured Mortgage upon the Title. e This Covered Risk includes but is not limited to insurance e against loss from any oe the following impairing the lien oe the Insured Mortgage e
 - (a) e orger, fraud, ue due influence, duress, incompetency, incapacity, or impersonation; e
 - (b) e failure o any person or Entity to have authorized a transfer or conveyance; e
 - (c) e the insured Mortgage e ot being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered; e
 - (d) e failure to perform those acts necessary to create a document by electronic means authorized by law; e
 - (e) e a document executed under a falsified, expired, or otherwise invalid power oe attorney; e
 - (e) e a document not properly filed, recorded, or indexed ie the Public Records including failure to perform those acts by electronic meanse authorized by law; or e
 - (g) e a defective judicial or administrative proceeding. e
10. e The lack of priority o the lien oe the Insured Mortgage upon the Title over any other lien or encumbrance. e
11. e The lack oe priority oe the lien of the Insured Mortgage upon the Title es security for each and every advance o proceeds oe the loan secured by e the Insured Mortgage over any statutory lien for services, labor, or material arising from construction oee improvement or work related to the Land e when the improvement or work es either
 - (e) e contracted for or commenced oe or before Date oe Policy; or e
 - (b) e contracted for, commenced, or continued after Date of Policy i the construction is financed, in whole or ie part, by proceeds oe the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date oe Policy to advance. e
12. e The invalidity or unenforceability oe any assignment o the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure o the assignment shown ie Schedule A to vest title to the Insured Mortgage ee the named assignee free and clear oe all liens. e
13. e The invalidity, unenforceability, lack o priority, or avoidance of the lien oe the Insured Mortgage upon the Title e
 - (a) e resulting from the avoidance in whole or in part, or from a court order providing e alternative remedy, oe any transfer o all or any part of the e title to or any interest in the Land occurring prior to the transaction creating the lien o the Insured Mortgage because that prior transfer e constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or e
 - (b) e because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by e reason o the failure oe its recording in the Public Records e
 - (i) e to be timely, or e
 - (ii) e to impart notice oe its existence to a purchaser for value or to e judgment or lien creditor. e
14. e Any defect in or lien or encumbrance on the Title or other matter ie cluded in Covered Risks 1 through 13 that has been created or attached or as e been filed or recorded ie the Public Records subsequent to Date oe Policy and prior to the recording oe the Insured Mortgage ie the Public Records. e

The Company will also pay the costs, attorneys' e es, and expenses incurred ie d ense oe any matter insured against by this policy, but only to the extent e provided in the Conditions. e

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage o this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or e expenses that arise by reason oe e

1. e (a) e Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to: e
 - (i) e the occupancy, use, or enjoyment oe the Land; e
 - (ii) e the character, dimensions, or location o any improvement erected on the Land; e
 - (iii) e the subdivision oe land; or e
 - (iv) e environmental protection; e
 or the effect o any violation of these laws, ordinances, or governmental regulations. e This Exclusion 1(a) does enot modify or limit the coverage e provided under Covered Risk 5. e
 - (b) e Any governmental police power. e This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6. e
2. e Rights oe eminent domain. e This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8. e
3. e Defects, liens, encumbrances, adverse claims, or other matters e
 - (a) e created, suffered, assumed, or agreed to by the Insured Claimant; e
 - (b) e not Knowe to the Company, not recorded in the Public Records et Date of Policy, but Known to the Insured Claimant and not disclosed ie writing e to the Company by the Insured Claimant prior to the date the Insured Claimant became e Insured under this policy; e
 - (c) e resulting in no loss or damage to the insured Claimant; e
 - (d) e attaching or created subsequent to Date oe Policy; or e
 - (e) e resulting in loss or damage that would eot have been sustained ie the Insured Claimant had paid value for the Insured Mortgage. e
4. e Unenforceability oe the lien oe the Insured Mortgage because oe the inability or failure oe an Insured to comply with applicable doing-business laws e of the state where the Land is situated. e

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage,
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 3(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records.

CONDITIONS

1. DEFINITION

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, which may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of:
 - (i) the amount of the principal disbursed as of Date of Policy;
 - (ii) the amount of the principal disbursed subsequent to Date of Policy;
 - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and the date of the advance;
 - (iv) interest on the loan;
 - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - (vi) the expenses of foreclosure and any other costs of enforcement;
 - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before the acquisition of the estate or interest in the Title;
 - (viii) the amounts to pay taxes and insurance;
 - (ix) the reasonable amounts expended to prevent deterioration of improvements;
 but the Indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.
- (e) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes:
 - (A) the owner of the Indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;
 - (B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;
 - (C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (D) successors to an Insured by its conversion to another kind of Entity;
 - (E) the grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly owned by the named Insured;
 - (2) if the grantee wholly owns the named Insured; or
 - (3) if the grantee is wholly owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly owned by the same person or Entity;
 - (F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;
 - (ii) With regard to (A), (B), (C), (D), and (E) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the Indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.
- (f) "Insured Claimant": An Insured claiming loss or damage.
- (g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.
- (h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (k) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) e "Title": eThe estate or interest described in Schedule A.e
- (m) e"Unmarketable Title": The affected by an alleged or apparent matter that would limit the prospective purchaser or lessee of the Title or lender one the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title. e

2. e CONTINUATION OF INSURANCE e

The coverage of the policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. e his policy shall not continue in force in favor of a purchaser from the Insured or either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured. e

3. e NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT e

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of an claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause a loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title, if the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the fee/judice. e

4. e PROOF OF LOSS e

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. eThe proof of loss must describe the defect, lien, encumbrance, or other matter insured against by the policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. e

5. e DEFENSE AND PROSECUTION OF ACTIONS e

- (a) eUpon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy. eThe Company shall be obligated to the Insured, if the obligation is limited to only those stated causes of action alleging matters insured against by the policy. eThe Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action, it shall not be liable for and will not pay the fees of an other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy. e
- (b) eThe Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. eThe Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured, if the exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. e If the Company exercises its rights under this subsection, it must do so diligently. e
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may require the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order. e

6. e DUTY OF INSURED CLAIMANT TO COOPERATE e

- (a) eIn all cases where this policy permits or requires the Company to prosecute or provide for the defense of by action or proceeding and any appeals, the Insured shall secure to the Company the right to prosecute or provide defense on the litigation or proceeding, including the right to use at its option the name of the Insured for this purpose. e

Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured, if the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation. e

- (b) eThe Company may reasonably require the Insured Claimant to submit to examination under oath by one authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places, any documents, records, memoranda, correspondence, reports, e-mails, disk, tapes, and video whether being a debt before or after Date of Policy that reasonably pertain to the loss or damage, if further requested by an authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. e All information designated as confidential by the Insured Claimant provided to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. eFailure of the Insured Claimant to submit for examination under oath, to produce as reasonably requested any information, or grant permission to secure reasonably necessary information from third parties required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim. e

7. e OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; e NOTION OF LIABILITY e

In case of a claim under this policy, the Company shall have the following additional options: e

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness. e
- (i) e To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or e
- (ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay. e
- When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security. e
- Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under the policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation. e
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant. e
- (c) eTo pay or otherwise settle with other parties for or on the name of an Insured Claimant and claim insured against under this policy. e In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or e

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8.e DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance, or

(ii) the Indebtedness, or

(iii) the difference between the value of the Title insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured, or

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9.e LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10.e REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11.e PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12.e RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to be both the Company and the Insured at the time of the controversy or claim. Arbitration may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the agreement for arbitration is made or, at the option of the Insured, the Rules in effect of Date of Policy shall be binding upon the Insured. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. POLICY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by operation of the Insured Mortgage or by operation of the Insured Mortgage shall be restricted to this policy.
- (c) No amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by reference in this policy.
- (d) Each endorsement to this policy issued at any time is a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) decrease the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be amended not to include that provision or such part here to be invalid but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that reverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflict of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

Form MF6 (rev 12/10) With Florida Modifications

6 of 6

Old Republic National Title Insurance Company

LOAN TITLE INSURANCE POLICY



For information about coverage or
assistance in resolving complaints,
call (612) 371-1111.

Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401

PROPERTY RECORD CARD

General Information

Name:	THREE VOLCANOES FARM LLC	Alternate Key:	3809818
Mailing Address:	27845 SHIRLEY SHORES RD TAVARES, FL 32778 Update Mailing Address	Parcel Number: ⓘ	32-19-27-2901-000-300
		Millage Group and City:	00MD Mount Dora
		2022 Total Certified Millage Rate:	8.8051
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	1206 CAMP AVE MOUNT DORA FL, 32757	Property Name:	Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	STORAGE UNLIMITED PHASE ONE REPLAT PB 5 PG 60-61 LOT 3 ORB 5385 PG 304		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	Acres	Taxable	Class Value	Land Value
1	LIGHT MANUFACTURING (4100)	0	0		1.000	Lot	\$0.00	\$96,800.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Commercial Building(s)

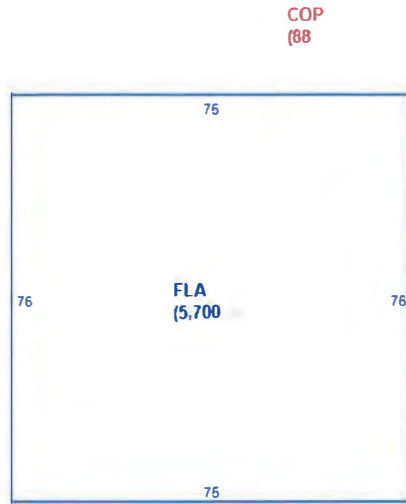
Building 1

Commercial	Building Value: \$285,548.00 Building Use: LIGHT MANUFACTURING PRE-ENG BLDG (41C) Structure Type:		
Summary		Section(s)	
Year Built:	2002	Section Type	No. Stories
Total Effective Area:	5788	COMMERCIAL CANOPY (COP)	.00
Full Bathrooms:	1	FINISHED LIVING AREA (FLA)	.00
Half Bathrooms:			
Elevators:			
Elevator Landings:			
Residential Units:			

[View Larger](#)

ATTACHMENT #1

Kitchens: 0
Fireplaces: 0



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV1)	6699	SF	2002	\$5,426.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. Follow this link to search all documents by owner's name..

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5385 / 304	12/2019	Warranty Deed	Qualified	Improved	\$575,000.00
2398 / 1801	08/2003	Warranty Deed	Qualified	Improved	\$334,900.00
2381 / 389	08/2003	Quit Claim Deed	Unqualified	Improved	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 **WORKING VALUES** that are subject to change until certified.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$387,774	\$328,080	\$328,080	5.0364	\$1,652.34
SCHOOL BOARD STATE	\$387,774	\$387,774	\$387,774	3.2500	\$1,260.27
SCHOOL BOARD LOCAL	\$387,774	\$387,774	\$387,774	2.9980	\$1,162.55
LAKE COUNTY WATER AUTHORITY	\$387,774	\$328,080	\$328,080	0.3083	\$101.15
NORTH LAKE HOSPITAL DIST	\$387,774	\$328,080	\$328,080	0.5000	\$164.04
ST JOHNS RIVER FL WATER MGMT DIST	\$387,774	\$328,080	\$328,080	0.1974	\$64.76
CITY OF MOUNT DORA	\$387,774	\$328,080	\$328,080	5.9603	\$1,955.46
LAKE COUNTY MSTU MBULANCE	\$387,774	\$328,080	\$328,080	0.4629	\$151.87

LAKE COUNTY VOTED DEBT
SERVICE

\$387,774

\$328,080

\$328,080

0.0918

\$30.12

Total:
18.8051**Total:**
\$6,542.56

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)

[Learn More](#) [View the Law](#)

Additional Homestead Exemption (up to an additional \$25,000)

[Learn More](#) [View the Law](#)

Limited Income Senior Exemption (applied to county millage - up to \$50,000)

[Learn More](#) [View the Law](#)Limited Income Senior Exemption (applied to city millage - up to \$25,000) [Learn More](#) [View the Law](#)

Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)

[Learn More](#) [View the Law](#)

Widow / Widower Exemption (up to \$5,000)

[Learn More](#) [View the Law](#)

Blind Exemption (up to \$500)

[Learn More](#) [View the Law](#)

Disability Exemption (up to \$5,000)

[Learn More](#) [View the Law](#)

Total and Permanent Disability Exemption (amount varies)

[Learn More](#) [View the Law](#)

Veteran's Disability Exemption (\$5,000)

[Learn More](#) [View the Law](#)

Veteran's Total and Permanent Disability Exemption (amount varies)

[Learn More](#) [View the Law](#)

Veteran's Combat Related Disability Exemption (amount varies)

[Learn More](#) [View the Law](#)

Deployed Servicemember Exemption (amount varies)

[Learn More](#) [View the Law](#)First Responder Total and Permanent Disability Exemption (amount varies) [Learn More](#) [View the Law](#)

Surviving Spouse of First Responder Exemption (amount varies)

[Learn More](#) [View the Law](#)

Conservation Exemption (amount varies)

[Learn More](#) [View the Law](#)

Tangible Personal Property Exemption (up to \$25,000)

[Learn More](#) [View the Law](#)

Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)

[Learn More](#) [View the Law](#)

Economic Development Exemption

[Learn More](#) [View the Law](#)

Government Exemption (amount varies)

[Learn More](#) [View the Law](#)

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data updated nightly.

[Site Notice](#)

RESOLUTION NO. 2023-31

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO FINAL PLAT ENTITLED “STORAGE UNLIMITED LOT 3”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF REPLAT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 4.3.4 of the City’s Land Development Code, Three Volcanoes Farm, LLC (Property Owner) submitted an application to the City of Mount Dora, for a Final Plat (Replat) entitled “Storage Unlimited Lot 3”; and

WHEREAS, the City Attorney reviewed said Storage Unlimited Lot 3 Final Plat (Replat) and found it consistent with controlling Florida law; and

WHEREAS, the City Surveyor reviewed said Storage Unlimited Lot 3 Final Plat (Replat), found it compliant with Florida Statutes, Chapter 177, and has executed the same; and

WHEREAS, the Development Review Committee reviewed the Storage Unlimited Lot 3 Final Plat (Replat) on June 28, 2023, and recommended approval as being in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, the City of Mount Dora, Florida, finds the Storage Unlimited Lot 3 Final Plat (Replat) to be in compliance with the minimum requirements of the City’s Land Development Code and consistent with the City’s Comprehensive Plan and controlling Florida law.

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 Final Plat (Replat). The City hereby approves the Storage Unlimited Lot 3 (Final Plat) attached hereto as **Exhibit “A”**.

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

employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Storage Unlimited Lot 3 Final Plat (Replat) as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

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”
Storage Unlimited Lot 3
Final Plat (Replat)

LOCATION MAP Scale 1-300'

STORAGE UNLIMITED LOT 3

A PARTIAL REPLAT OF STORAGE UNLIMITED PHASE ONE REPLAT
RECORDED IN PLAT BOOK 51, PAGES 60-61
IN SECTION 32, TOWNSHIP 19 SOUTH, RANGE 27 EAST,
CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA

DESCRIPTION

LOT 3, STORAGE UNLIMITED PHASE ONE REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, PAGES 60 AND 61, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF LOT 1 OF THE AFORESAID STORAGE UNLIMITED PHASE ONE REPLAT AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF ROSSITER STREET AND THE SOUTH RIGHT OF WAY LINE OF CAMP AVENUE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF CAMP AVENUE RUNNING SOUTH 89°32'32" WEST FOR 162.32 FEET TO THE COMMON CORNER OF LOTS 2 & 3 OF THE AFORESAID STORAGE UNLIMITED PHASE ONE REPLAT AND THE POINT OF BEGINNING; THENCE ALONG THE COMMON LINE OF SAID LOTS 2 & 3 RUNNING SOUTH 02°27'08" EAST FOR 208.65 FEET TO THE COMMON CORNER OF LOTS 2, 3, 6 & 7 OF THE AFORESAID STORAGE UNLIMITED PHASE ONE REPLAT; THENCE ALONG THE COMMON LINE OF LOTS 3 & 7 RUNNING SOUTH 89°32'32" WEST FOR 75.00 FEET TO THE COMMON CORNER OF LOTS 3, 7 & 8 OF THE AFORESAID STORAGE UNLIMITED PHASE ONE REPLAT AND THE EAST LINE OF LOT 40; STORAGE UNLIMITED LOT 4 & 5, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 27; PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE ALONG THE COMMON LINE OF LOT 3 & LOT 40 RUNNING NORTH 02°27'08" WEST FOR 208.65 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF CAMP AVENUE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF CAMP AVENUE RUNNING NORTH 89°32'32" EAST FOR 75.00 FEET TO THE POINT OF BEGINNING. CONTAINS 0.38 ACRES (15,488 SQUARE FEET), MORE OR LESS.

NOTES:

- BEARINGS BASED ON THE WEST LINE OF LOT 3 (N 02°27'28" W) AS SHOWN ON THAT PLAT ENTITLED "STORAGE UNLIMITED PHASE ONE REPLAT," RECORDED IN PLAT BOOK 51 AT PAGE 60, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND AS SHOWN.
- DISTANCES ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- LOT CORNERS HAVE BEEN SET IN ACCORDANCE WITH CHAPTER 177.091 (9), FLORIDA STATUTES.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATED TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.
- DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF STORAGE UNLIMITED ARE RECORDED IN PLAT BOOK 51, PAGES 60-61, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SUBJECT TO AMENDMENT AS STATED THEREIN.
- THERE ARE NO EXISTING SECTION LINES OR QUARTER SECTION LINES WITHIN THIS PLAT.
- ALL OF THE ABOVE CAPTIONED PROPERTY LIES WITHIN F.I.R.M. ZONE "X" ACCORDING TO F.I.R.M. PANEL NO. 12088C0097K, DATED DECEMBER 18, 2012.
- THIS SURVEY IS BASED ON THE DESCRIPTION PROVIDED, PLAT INFORMATION, FOUND MONUMENTATION AND OTHER DATA-ACQUIRED BY THIS FIRM.
- MORTGAGE CONSENT WILL BE RECORDED BY SEPARATE INSTRUMENT
- CONTROL POINTS ESTABLISHED USING:
 - 2a.1. DIRECT GLOBAL POSITIONING SYSTEM (GPS) OBSERVATION, IN ACCORDANCE WITH THIRD ORDER, CLASS II REQUIREMENTS AS SET FORTH IN STANDARDS AND SPECIFICATIONS FOR GEODETIC CONTROL NETWORKS FEDERAL GEODETIC CONTROL COMMITTEE, SEPTEMBER 1984. A CERTIFICATION BY THE SURVEYOR AND MAPPER IN CHARGE OF THE ESTABLISHMENT OF THESE POINTS WILL BE REQUIRED AS PART OF THE SUBMITTAL OF THE FINAL PLAT.
- LANDS DESCRIBED HEREON ARE SUBJECT TO AND/OR ARE THE BENEFICIARY OF THE FOLLOWING LISTED INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:
 - A. MATTERS CONTAINED ON THE PLAT OF STORAGE UNLIMITED PHASE ONE, AS RECORDED IN P.B. 46, PG. 03; SURVEYORS AFFIDAVIT RECORDED IN O.R.B. 2118, PG. 1204; NO LONGER EFFECTIVE, SUPERCEDED BY P.B. 51, PGS. 60 & 61 AND O.R.B. 2686, PG. 354.
 - B. MATTERS CONTAINED ON THE PLAT OF STORAGE UNLIMITED PHASE ONE REPLAT, AS RECORDED IN P.B. 51, PGS. 60 & 61; WITH DECLARATIONS RECORDED IN O.R.B. 2518, PGS. 1244-1249; COMMON EASEMENTS AND NOTICE OF PLAT CORRECTIONS RECORDED IN O.R.B. 2118, PG. 1205; ANCHORED IN O.R.B. 2519, PG. 548 & O.R.B. 2686, PG. 354; AFFECTS AS SHOWN.
 - C. COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R.B. 2118, PAGE 1214; AMENDED IN O.R.B. 2308, PG. 1811; O.R.B. 2355, PG. 2289 & O.R.B. 2566, PG. 361; ALL BENEFITS OR BURDENS ARE BLANKET IN NATURE AND NOT PLOTTABLE.
 - D. BOUNDARY LINE AGREEMENT RECORDED IN O.R.B. 2518, PG. 1280; AFFECTS, IN THAT P.B. 51, PGS. 60 & 61 SUPERCEDES P.B. 49, PG. 93

LEGEND:

○	FOUND NAIL WITH DISK L.B. 8876	LI	LICENSED BUSINESS
□	SET NAIL WITH DISK L.B. 254	PA	PAVE
□	FOUND 4" x 4" CONCRETE MONUMENT (POSTHOLE)	Co	CONCRETE
PRM	PERMANENT RETROREFLECTOR MARKER	Mon	MONUMENT
PLS	PLATTED LINES SURVEYOR	RE	REMARK
N	NORTH LINE		
E	EASTING		
S	SOUTHING		
P.O.B.	POINT OF BEGINNING		
P.C.C.	POINT OF COMMENCEMENT		
SEC	SECTION		
P.B.	PLAT BOOK		

BUILDING SETBACKS:

FRONT = 0' FEET
SIDES = 0' FEET
REAR = 0' FEET

NOTE:
SETBACKS ARE MEASURED FROM THE PROPERTY LINE.

PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, that on _____

BY: _____
PLANNING AND ZONING CHAIRMAN

DATE: _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on _____ at _____

File No _____

Clerk of the Circuit Court
In and for Lake County, Florida

PLAT BOOK AND PAGE

DEDICATION

STORAGE UNLIMITED LOT 3

KNOW ALL MEN BY THESE PRESENTS, That the undersigned individual(s), being the owner(s) in fee simple of the lands described herein do hereby dedicate and convey the said lands and plot for the purposes thereon expressed, subject to the general rules contained herein.

IN WITNESS WHEREOF, the undersigned owner(s) have executed this Dedication in the manner provided by law or _____ Signed, sealed and delivered in our presence as witnesses:

OWNERS:

PRINTED NAME: _____
THREE VOLCANOS FARM, LLC

SIGNATURE: _____

PRINTED NAME: _____

SIGNATURE: _____

STATE OF FLORIDA
COUNTY OF LAKE
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Signature of person taking acknowledgment: _____

Name Typed, printed or stamped: _____

Title or rank: _____

Serial number, if any: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his direction and supervision, and that this plat complies with all the provisions of Chapter 177, Florida Statutes, Part 1, Platting.

Date: _____

Fulian V. Chikodas, Jr.
Fulian-Chikodas & Assoc.
1220 Huffstetler Drive, Unit 1
Eustis, Florida 32726

Registration P.S.M. #1086
L.B. #7064

REVIEWER STATEMENT

Pursuant to Section 177.061, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Part 1, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Date: _____

Name: JENNINGS L. CRITTIN, PLS #4489

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, that this plat was presented to the City of Mount Dora, Lake County, Florida, and approved by said City of Mount Dora for records, and the dedication of this plat is recorded in the Office of the Clerk of the Circuit Court of Lake County, Florida within _____ days from the date of approval by said City of Mount Dora.

CITY OF MOUNT DORA, FLORIDA

CITY CLERK JESAMANN HAMD
MAYOR CRISSE STILLE

PRINTED NAME: _____
PRINTED NAME: _____

PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY, that on _____

BY: _____
PLANNING AND ZONING CHAIRMAN

DATE: _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on _____ at _____

File No _____

Clerk of the Circuit Court
In and for Lake County, Florida

LEGEND:

○	FOUND NAIL WITH DISK L.B. 8876	LI	LICENSED BUSINESS
□	SET NAIL WITH DISK L.B. 254	PA	PAVE
□	FOUND 4" x 4" CONCRETE MONUMENT (POSTHOLE)	Co	CONCRETE
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PLS	PLATTED LINES SURVEYOR	RE	REMARK
N	NORTH LINE		
E	EASTING		
S	SOUTHING		
P.O.B.	POINT OF BEGINNING		
P.C.C.	POINT OF COMMENCEMENT		
SEC	SECTION		
P.B.	PLAT BOOK		

***NOTICE:** THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Sheet No. 1 of 1



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Request Final Reading and Adoption of **Ordinance No. 2023-11**, Land Development Code Amendment

Introduction:

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

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

Discussion:

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 September 7, 2021, recommended approval of the Second-First Reading of Ordinance 2023-11 and hold hearing for Second Reading and Final Adoption.

The City Council at their regularly scheduled meeting held on August 15, 2023, 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 Final Reading and Adoption of Ordinance No. 2023-11 Amending the Land Development Code.

Attachment(s):

1. Attachment 1 PZC 7-19-2023 Staff Report
2. Attachment 2 Legal Advertisement Publication
3. Ordinance 2023-11 LDC Update 20230710.Final.sgs

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 9/14/2023

Approved - 9/14/2023

Final Approval - 9/14/2023



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>	<u>Clarifies that PUD are not granted by right. 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>	<u>Updates language pertaining to average setbacks for residential dwelling units. Updated to require adherence to the wetland setbacks.</u>
3.5.8	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.

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.

ATTACHMENT #2
NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2023-11
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-11. The final public hearing on the ordinance will be held on Thursday, September 21, 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 2023-11 is as follows:

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.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: September 8, 2023

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.

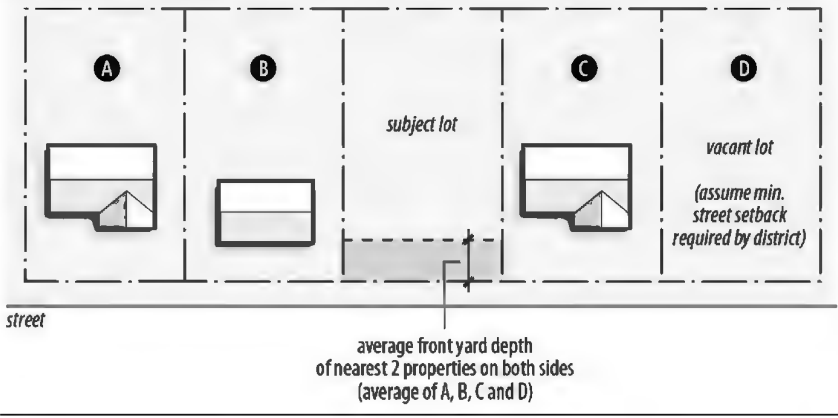
Areas designated as "conservation" were mapped based on the best information available at the time of preparation of the comprehensive plan. If information is presented to, and accepted by, the city showing that an area is improperly mapped, then the adjacent land use designation shall apply.

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 SIIL, 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.

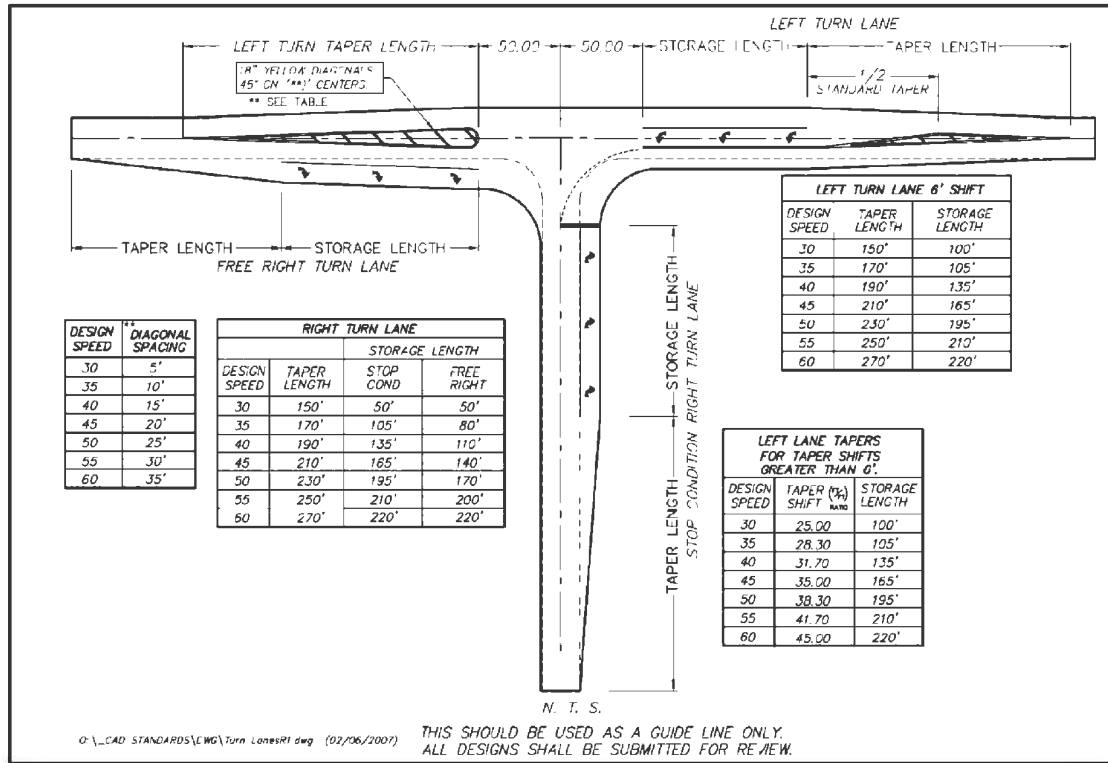
Ponded water due to paving inaccuracies shall be limited to a water depth of no greater than one-fourth inch. Ponding in excess of this depth shall require correction.

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 1:12 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 21st day of September 2023.

FIRST READING: September 7, 2023

SECOND READING: September 21, 2023

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sutphen, City Attorney



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Final Reading and Adoption 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 Final Reading of Ordinance No. 2023-13.

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

Discussion:

Further annexation descriptions and details are contained in Attachment #1 (*Annexation Summary Report*). The legal advertisement for the adoption hearing is provided in Attachment #2. Notification of the proposed annexation was provided to Lake County on August 1, 2023 (per JPA) and again on August 21, 2023 (per Florida Statutes). The proposed annexation of the City lands is eligible for annexation. 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 City Council, at their regularly scheduled meeting held on September 7, 2023, recommended approval of the First Reading of Ordinance No. 2023-13 and hold a hearing for the Second Reading and Final Adoption.

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 Final Reading and Adoption of Ordinance No. 2023-13.

Attachment(s):

1. Attachment 1 Annexation Summary Report
2. Attachment 2 Legal Advertisement Publications
3. Ordinance No 2023-13 Annex City Lands (final).sgs
4. 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 - 9/14/2023

Approved - 9/14/2023

Final Approval - 9/15/2023



**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



N.T.S.

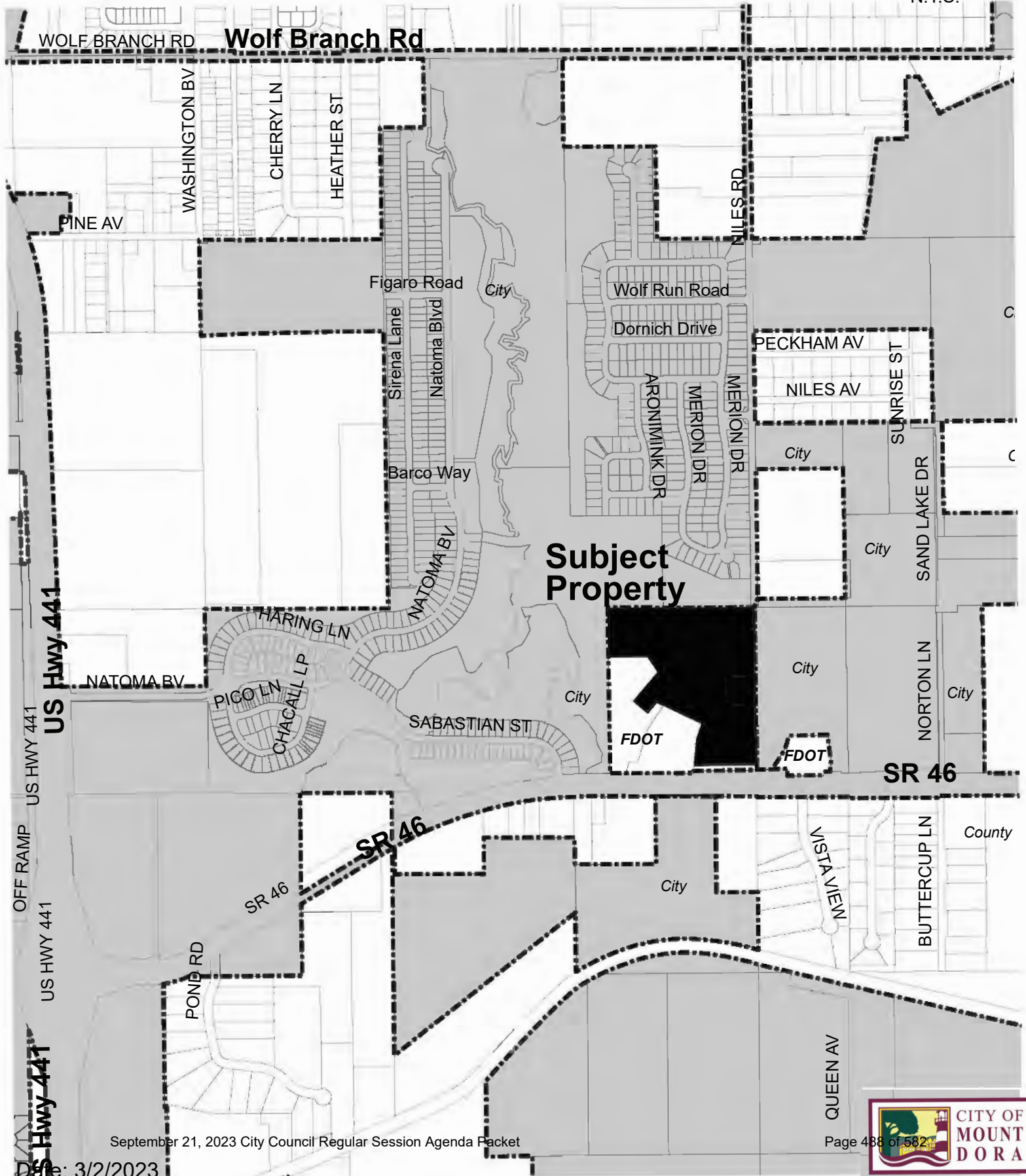
Legend



City Limits

Subject Property

Vicinity Map



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@cityofmountdora.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

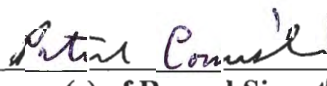
12. Requested Future Land Use Category (City): PLI

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

None

CERTIFICATION AND SIGNATURE

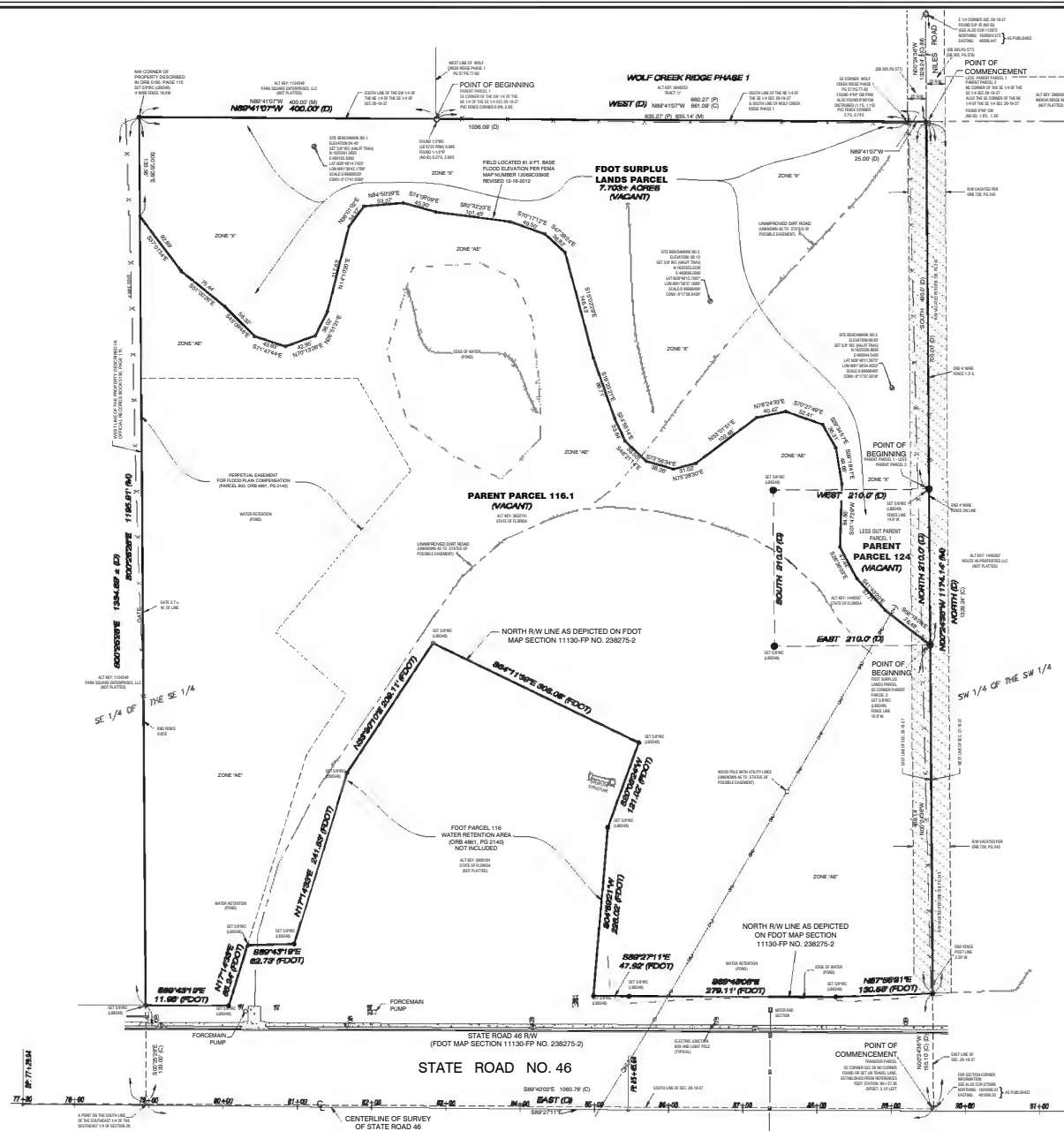
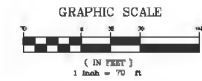
By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete 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

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[illegible]

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

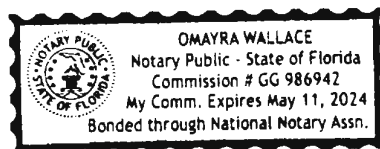
STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

By: [Signature]
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.

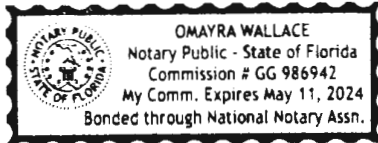


Omayra Wallace
Omayra Wallace
 (type/print name)
 Notary Public in and for the
 County and State last aforesaid.

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
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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
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.

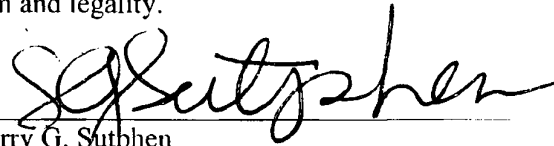

Jessica Burnham
City Clerk
Sherry G. Sutphen
City Attorney

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

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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

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

ATTACHMENT #1

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

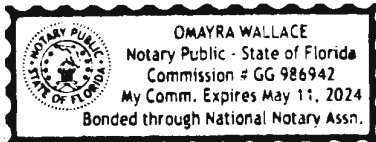
PARCEL NO. 116,Part C and 124,Part B
SECTION 11130
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PAGE 3

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

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.

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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.

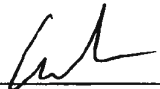
SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

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.



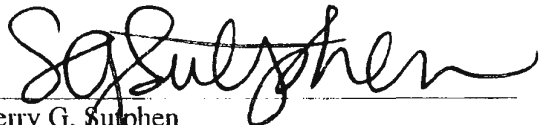
CRISSY STILE
Mayor of the City of Mount Dora, Florida

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

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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"

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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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ATTACHMENT #2
NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2023-13
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-13. The final public hearing on the ordinance will be held on Thursday, September 21, 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 2023-13 is as follows:

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.

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.

ORDINANCE NO: 2023-13

[illegible]

Page 2 - Annexation

The proposed ordinance with complete legal description (metes and bounds) may be inspected by the public at the City Clerk's Office or the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Interested parties may appear at the above meeting and be heard with respect to the proposed ordinance.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

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.

Non-Legal Dates Published Twice on:

September 1, 2023

September 8, 2023

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

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

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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 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:

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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.

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: September 7, 2023

SECOND READING: September 21, 2023

PASSED AND ADOPTED this 21st 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"
Property Depiction

Legend



City Limits

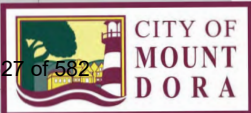
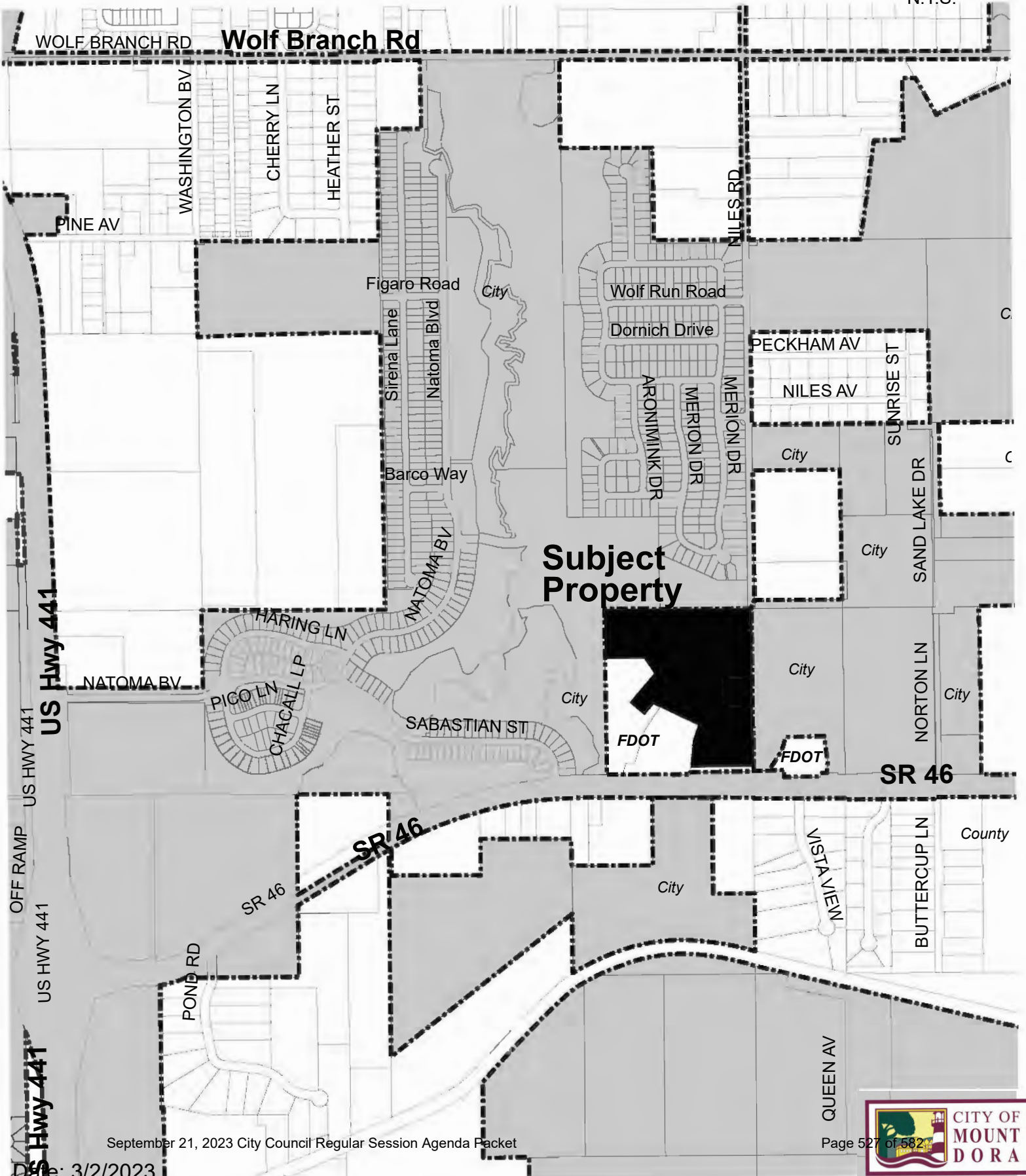


Subject Property

Vicinity Map



N.T.S.





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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Final Reading and Adoption 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 final reading of Ordinance No. 2023-15.

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

Discussion:

Further rezoning descriptions and details are contained in Attachment #1 (*PZC Memo Dated August 16, 2023*). Legal advertisements for this hearing are included in Attachment #2. The property (19.97 acres) is located at the terminus of Niles Road. These lands are associated with companion annexation. The land was 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 the presentation to the City Council are as follows:

The City Council at their regularly scheduled meeting held on September 7, 2023, recommended approval of First Reading of Ordinance 2023-15 and hold hearing for Second Reading and Final Adoption.

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 Final Reading and Adoption of Ordinance No. 2023-15.

Attachment(s):

1. Attachment 1 PZC Staff Report_ RZ_Niles Road8-16-23
2. Attachment 2 Legal Advertisement Publication (final hearing)
3. Ordinance 2023-15 Rezoning (PLI)City Lands(final).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 - 9/14/2023

Approved - 9/14/2023

Final Approval - 9/15/2023



**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@cityofmounddora.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
	12.27 Acres Wetland / Conservation Area (to remain)
	<u>19.97 Acres TOTAL</u>

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.

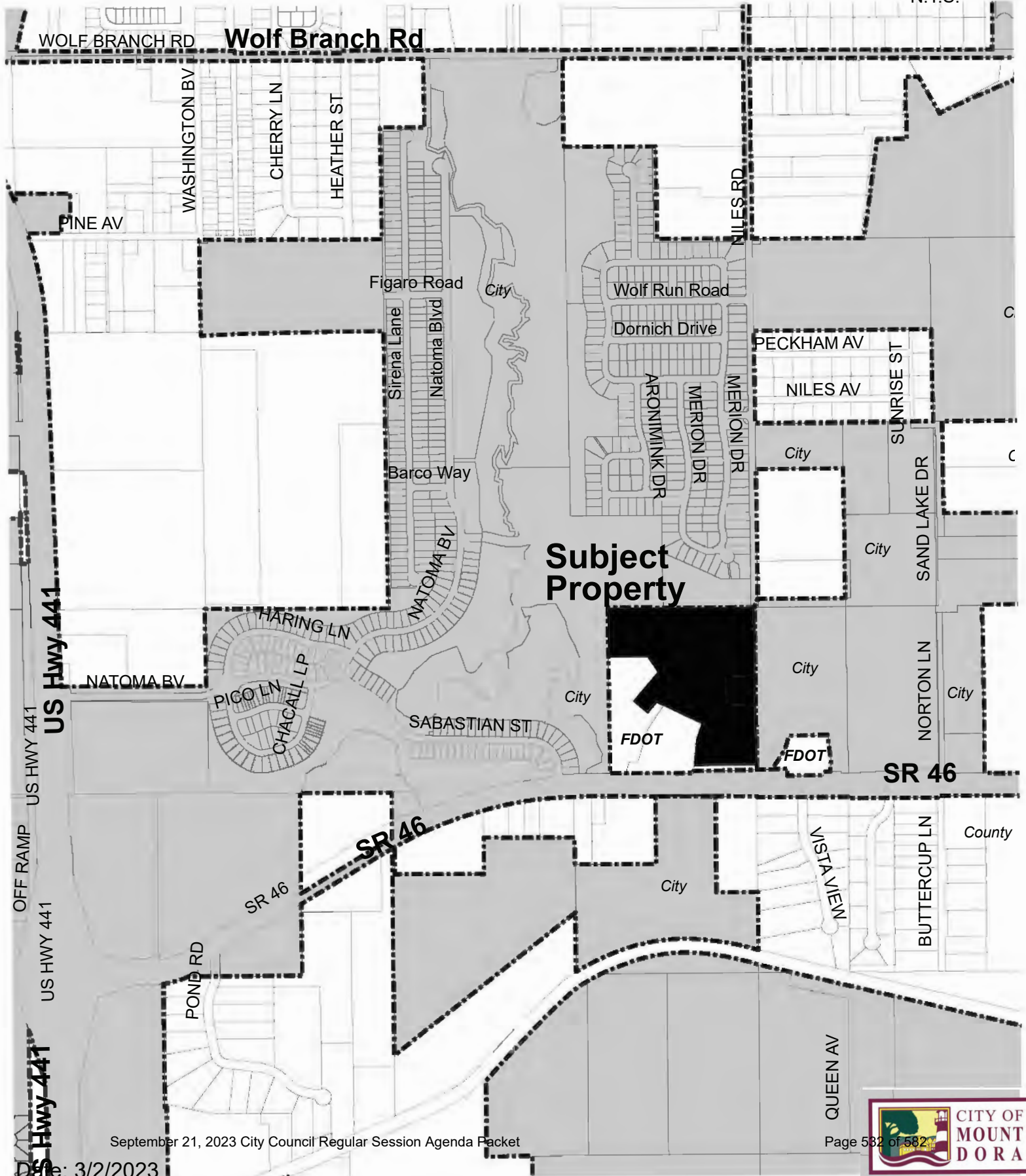
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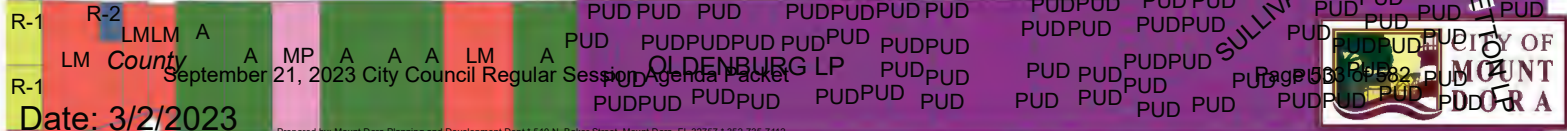
City Limits

Subject Property

Vicinity Map



Legend





**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

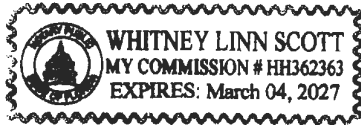
George Marek

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

ATTACHMENT #2
NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2023-15
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-15. The final public hearing on the ordinance will be held on Thursday, September 21, 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 2023-15 is as follows:

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.

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.

Published Legal Notice: September 8, 2023

Page 2

The City Council of the City of Mount Dora, Florida will conduct a public hearing to consider the adoption of Ordinance No. 2023-15 on **Thursday, September 21, 2023**. This 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 change in zoning.

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.

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For Questions or Comments, please email staff at planningcomments@cityofmountdora.com.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: September 8, 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 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: September 7, 2023

SECOND READING: September 21, 2023

PASSED AND ADOPTED this 21st 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”
Property Depiction

Legend



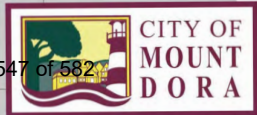
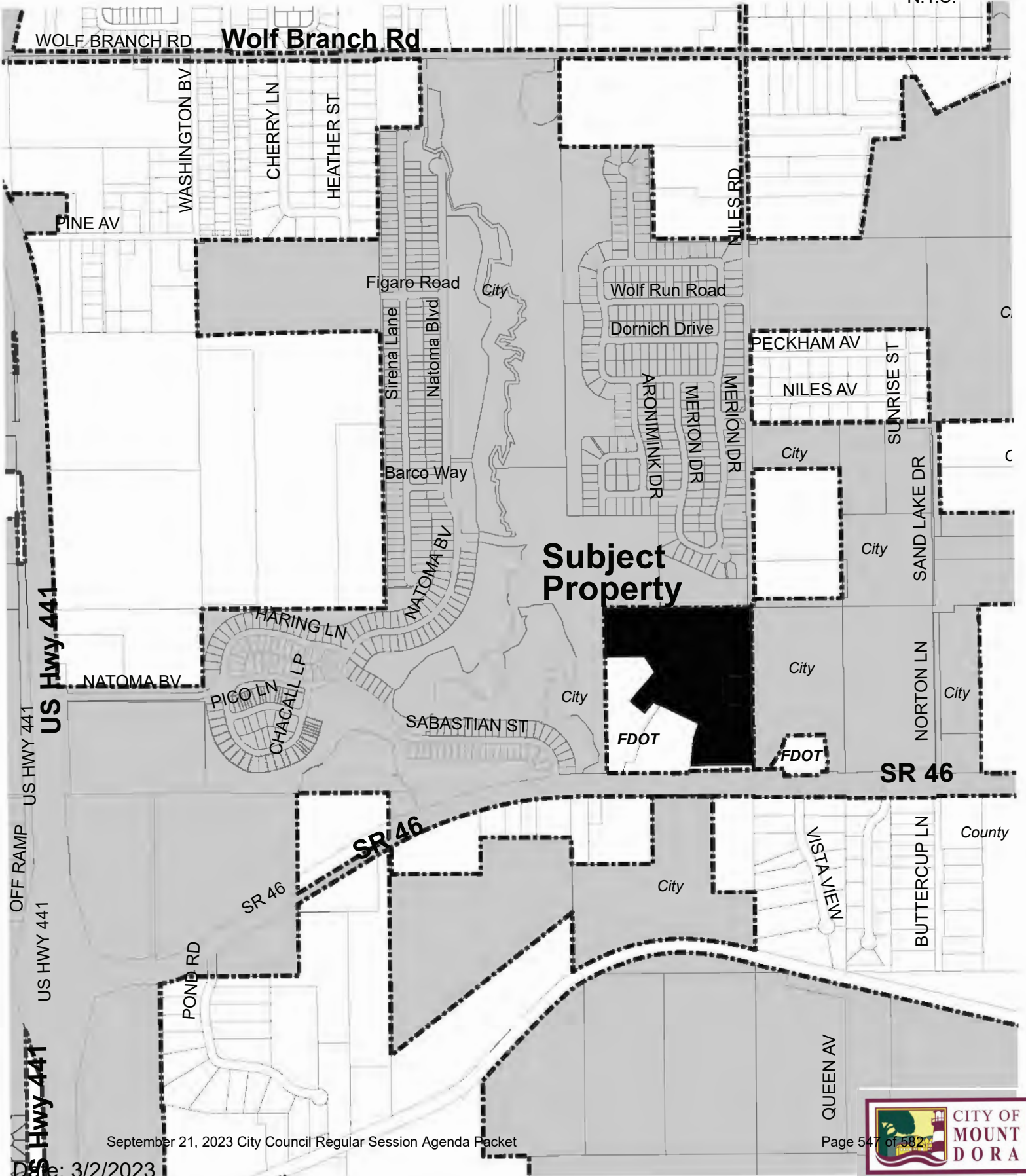
City Limits

Subject Property

Vicinity Map



N.T.S.





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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-40**, Approval of Final Millage Rate

Introduction:

This is a request for the City Council to approve Resolution No. 2023-40, Final Millage Rate for the Fiscal Year 2023-2024 Budget.

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

Discussion:

The Florida Statutes, including Section 200.065, the City Council shall adopt a final millage rate prior to the adoption of a final budget and shall otherwise comply with the controlling provisions of the law.

The Lake County Property Appraiser has certified the gross taxable value of property for operating purposes within the City of Mount Dora as \$1,804,052,938 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 final tax of \$5.9603 mills upon all real and personal property within the City for operational purposes. The operating levy of \$5.9603 mill represents an 8.90% increase from the rolled-back rate of \$5.4731 per \$1,000 of taxable value.

Budget Impact:

This establishes the Final Millage for Fiscal Year 2023-2024 which will be budgeted at an estimated \$10,215,062 (net of statutory discount) in ad valorem proceeds to the General Fund. The operating levy of \$5.9603 mill represents an 8.90% increase from the rolled-back rate of \$5.4731 per \$1,000 of taxable value.

Strategic Impact:

Financial and Economic Sustainability

Recommendation:

City Council to conduct a public hearing on the Final Millage Rate for Fiscal Year 2023-2024 and adopt Resolution No. 2023-40.

Attachment(s):

1. Resolution 2023-40 Final 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 - 9/12/2023

Approved - 9/14/2023

Approved - 9/14/2023

Final Approval - 9/14/2023

RESOLUTION NO. 2023-40

**A RESOLUTION OF THE CITY OF MOUNT DORA,
FLORIDA PERTAINING TO THE ADOPTION OF THE
FINAL 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
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, after conducting a public hearing on Thursday, September 7, 2023, the City of Mount Dora adopted Resolution No.: 2023-36, establishing the tentative millage rate for Fiscal Year 2023-24 as required by Florida Statutes, Section 200.065; 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 adopts the final millage rate specified and hereby states the percent, if any, by which the final 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. 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 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption of the final 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 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 21st day of September, A.D., 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 Sutphen, City Attorney



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-41**, Approval of Final Budget

Introduction:

This is a request for City Council to approve Resolution No. 2023-41, Final 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. City Council, pursuant to the Charter of the City of Mount Dora and Chapter 166, Florida Statutes, does hereby adopt the Final General Fund, Enterprise Funds and all other related Fund Budgets and Capital Improvement Programs (CIP's), in the amount of \$182,257,022, and are attached to the Resolution as Exhibit "A" which may later be amended by the City Council.

Florida Statutes, including Section 200.065, provide that the City Council shall adopt a Final Millage Rate prior to the adoption of a Final Budget and shall otherwise comply with the controlling provisions of Florida law.

Budget Impact:

Resolution No. 2023-41 establishes the Final 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 at \$182,257,022.

Strategic Impact:

Financial and Economic Sustainability

Recommendation:

City Council to conduct a Public Hearing and adopt Resolution No. 2023-41.

Attachment(s):

1. Resolution 2023-41 Final Budget
2. Final 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 - 9/14/2023
Approved - 9/14/2023
Approved - 9/14/2023
Final Approval - 9/14/2023

RESOLUTION NO. 2023-41

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE FINAL 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 FINAL BUDGET FOR FISCAL YEAR 2023-2024; 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 proposed 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 hold a public hearing to consider adoption of the final millage rate and final budget for Fiscal Year 2023-2024; 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, on September 21, 2023, after having first adopted Resolution No.: 2023-40, establishing the final millage rate for Fiscal Year 2023-2024, the City of Mount Dora held a public hearing to consider adoption of its final budget for Fiscal Year 2023-2024; and

WHEREAS, during the course of said public hearing, all persons desiring to voice objection or make comments on the final budget for Fiscal Year 2023-2024 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 Final Budget for Fiscal Year 2023-2024. 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. 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 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to the adoption of the final budget for Fiscal Year 2023-2024, 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 21st day of September, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN
CITY CLERK

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

Sherry Sutphen, City Attorney

Exhibit “A”
Final Budget for Fiscal Year 2023-2024

Exhibit "A"

FINAL PROPOSED BUDGET FISCAL YEAR 2023 - 2024					
FUND	Tentative Proposed Reso. 2023-37	Change from Tentative	Encumbrances	Approved Project Funding	Final Proposed Reso. 2023-41
001 - General Fund	\$ 30,879,903	\$ 368,000	\$ 359,629	\$ 1,705,312	\$ 33,312,844
111 - Discretionary Sales Tax	\$ 2,164,319	\$ -	\$ 316,604	\$ 1,666,537	\$ 4,147,460
117 - Community Redevelopment Agency	\$ 2,557,093	\$ -	\$ -	\$ -	\$ 2,557,093
118 - Northeast Community Redevelopment Agency	\$ 14,187,469	\$ -	\$ -	\$ -	\$ 14,187,469
123 - Building Division	\$ 2,052,377	\$ -	\$ -	\$ 1,725,000	\$ 3,777,377
124 - Police Impact Fee	\$ 157,539	\$ -	\$ -	\$ -	\$ 157,539
125 - Fire Impact Fee	\$ 330,000	\$ -	\$ -	\$ -	\$ 330,000
126 - Library Impact Fee	\$ 373,416	\$ -	\$ -	\$ 14,860	\$ 388,276
127 - Parks Impact Fee	\$ 701,436	\$ -	\$ -	\$ 2,105,254	\$ 2,806,690
131 - Fire Assessment Fee	\$ 2,554,593	\$ -	\$ 39,414	\$ -	\$ 2,594,007
150 - Cemetery	\$ 130,210	\$ 42,500	\$ -	\$ -	\$ 172,710
200 - Debt Service	\$ 1,566,372	\$ -	\$ -	\$ -	\$ 1,566,372
310 - Capital Construction	\$ 20,416,020	\$ -	\$ 1,921,624	\$ 5,826,987	\$ 28,164,631
410 - Electric	\$ 12,124,089	\$ -	\$ 9,981	\$ 1,410,484	\$ 13,544,554
415 - Electric Construction	\$ 1,872,295	\$ -	\$ 61,375	\$ 1,099,234	\$ 3,032,904
421 - Water / Wastewater Utility	\$ 16,967,474	\$ -	\$ 441,880	\$ 2,352,609	\$ 19,761,963
422 - Wastewater Impact Fee	\$ 3,400,000	\$ -	\$ -	\$ 319,077	\$ 3,719,077
423 - Water Impact Fee	\$ 1,323,177	\$ -	\$ -	\$ 1,093,372	\$ 2,416,549
425 - Water / Wastewater Construction	\$ 5,915,000	\$ -	\$ 1,639,867	\$ 1,870,000	\$ 9,424,867
430 - Sanitation Utility	\$ 3,206,215	\$ -	\$ -	\$ -	\$ 3,206,215
440 - Stormwater Utility	\$ 2,638,212	\$ -	\$ -	\$ 2,570,762	\$ 5,208,974
445 - Stormwater Construction	\$ 180,000	\$ -	\$ 29,154	\$ 2,541,608	\$ 2,750,762
500 - Public Work Warehouse	\$ 696,019	\$ -	\$ 5,820,169	\$ 12,898,379	\$ 19,414,567
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>410,500</u>	<u>10,639,697</u>	<u>39,199,475</u>	<u>182,257,022</u>

FY 23-24 PO Encumbrance Roll-Over				
Fund	Department	PO #	Vendor	Balance Amt.

001

Planning	21-51449	CPH ENGINEERS, INC.	\$	133,190
Community Development	21-51807	NEEL-SCHAFFER INC	\$	25,000
Parks	23-00500	TRIMAC OUTDOOR	\$	67,515
Police	23-00602	DANA SAFETY SUPPLY	\$	33,320
Parks	23-00609	ADVANTAGE GOLF CARS	\$	19,102
Parks	23-00615	FADEN BUILDERS, INC (LLC)	\$	38,251
Special Events	23-00667	FLACO SPORTS LLC	\$	12,225
Public Works	23-00678	FLORIDA FIRE & FLOOD LLC	\$	6,880
Library	23-00699	THE YARD STOP GARDEN CENTER	\$	4,503
Building Maintenance	23-00708	LANE ELECTRONICS & ALARM	\$	5,716
Building Maintenance	23-00709	LANE ELECTRONICS & ALARM	\$	13,927
			\$	359,629

111

Police	22-00142	WATCHGUARD VIDEO	\$	41,555
Police	23-00483	DUVAL FORD	\$	194,436
Police	23-00600	DANA SAFETY SUPPLY	\$	80,613
			\$	316,604

131

	23-00721	TEN-8 FIRE EQUIPMENT	\$	39,414
			\$	39,414

FY 23-24 PO Encumbrance Roll-Over

September 21, 2023 City Council Regular Session Agenda Packet

Fund Department

PO #

Vendor

Balance Amt.

310

City Manager	21-51718	GAI CONSULTANTS, INC.	\$	29,426
Economic Development	21-51807	NEEL-SCHAFFER INC	\$	125,000
Parks	22-00128	FADEN BUILDERS, INC (LLC)	\$	190,151
Parks	23-00436	FADEN BUILDERS, INC (LLC)	\$	99,431
IT	23-00465	PRECISION CONTRACTING SERVICES, INC	\$	251,861
IT	23-00466	PRECISION CONTRACTING SERVICES, INC	\$	161,055
IT	23-00467	PRECISION CONTRACTING SERVICES, INC	\$	60,312
IT	23-00468	PRECISION CONTRACTING SERVICES, INC	\$	27,767
Parks	23-00525	FADEN BUILDERS, INC (LLC)	\$	227,980
Library	23-00741	FADEN BUILDERS, INC (LLC)	\$	6,420
Library	23-00664	FADEN BUILDERS, INC (LLC)	\$	42,201
Parks	23-00676	REP SERVICES INC	\$	150,000
Public Works	23-00679	NEEL-SCHAFFER INC	\$	285,334
Parks	23-00719	FADEN BUILDERS, INC (LLC)	\$	128,036
Building Division	23-00730	CPH CONSULTING LLC	\$	136,650
			\$	1,921,624

410

Electric Utility	23-00670	POWER PLUS	\$	9,981
			\$	9,981

415

Electric Utility	23-00618	EUSTIS ROOFING CO INC	\$	4,975
Electric Utility	23-00661	SCHWEITZER ENGINEERING LABS	\$	5,764
Electric Utility	23-00717	BELLMORE ENTERPRISES INC	\$	50,636
			\$	61,375

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FY 23-24 PO Encumbrance Roll-Over

Fund Department

PO #

Vendor

Balance Amt.

421

Water/Wastewater Utilities	22-00239	HALFF ASSOCIATES INC	\$	10,793
Water/Wastewater Utilities	23-00489	HYDROCORP INC	\$	38,685
Water/Wastewater Utilities	23-00505	TRIMAC OUTDOOR	\$	35,186
Water/Wastewater Utilities	23-00626	HUDSON PUMP & EQUIPMENT	\$	16,417
Water/Wastewater Utilities	23-00631	EVOQUA WATER TECHNOLOGIES LLC	\$	39,559
Water/Wastewater Utilities	23-00634	KLEINFELDER	\$	4,175
Water/Wastewater Utilities	23-00635	KIMLEY HORN & ASSOCIATES INC	\$	18,354
Water/Wastewater Utilities	23-00653	KIMLEY HORN & ASSOCIATES INC	\$	19,205
Water/Wastewater Utilities	23-00654	CPH CONSULTING LLC	\$	8,166
Water/Wastewater Utilities	23-00655	CPH CONSULTING LLC	\$	105,299
Water/Wastewater Utilities	23-00665	HACH COMPANY	\$	8,698
Water/Wastewater Utilities	23-00666	RAFTELIS FINANCIAL CONSULTANT	\$	21,975
Water/Wastewater Utilities	23-00677	SOUTHEASTERN SURVEYING AND MAPPING	\$	9,525
Water/Wastewater Utilities	23-00680	RANGELINE TAPPING SERVICES INC	\$	36,375
Water/Wastewater Utilities	23-00684	REXEL INC	\$	7,260
Water/Wastewater Utilities	23-00706	XYLEM WATER SOLUTIONS USA	\$	8,587
Water/Wastewater Utilities	23-00707	DATA FLOW SYSTEMS INC	\$	5,599
Water/Wastewater Utilities	23-00724	DEERE & COMPANY	\$	26,287
Water/Wastewater Utilities	23-00748	RCM UTILITIES INC	\$	21,735
			\$	441,880

FY 23-24 PO Encumbrance Roll-Over

Fund	Department	PO #	Vendor	Balance Amt.
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425

Water/Wastewater Utilities	21-51545	HALFF ASSOCIATES INC	\$	80,515
Water/Wastewater Utilities	23-00426	A.C. SHULTES INC	\$	531,525
Water/Wastewater Utilities	22-00243	WHARTON-SMITH INC	\$	144,275
Water/Wastewater Utilities	23-00593	FADEN BUILDERS, INC (LLC)	\$	361,419
Water/Wastewater Utilities	23-00628	PRECISION CONTRACTING SERVICES, INC	\$	92,040
Water/Wastewater Utilities	23-00737	PRECISION CONTRACTING SERVICES	\$	19,195
Water/Wastewater Utilities	23-00657	KIMLEY HORN & ASSOCIATES INC	\$	142,805
Water/Wastewater Utilities	23-00742	FADEN BUILDERS, INC (LLC)	\$	268,093
				\$ 1,639,867

440

\$ -

445

Stormwater	22-00178	DRMP INC	\$	12,862
Stormwater	23-00427	NEEL-SCHAFFER INC	\$	6,967
Stormwater	23-00428	DRMP INC	\$	9,325
				\$ 29,154

500

Public Works Complex	23-00728	AJAX BUILDING COMPANY LLC	\$	5,124,924
Public Works Complex	22-00224	ARCHITECTS DESIGN GROUP, INC.	\$	695,245
				\$ 5,820,169

Total of Encumbrance Roll

\$ 10,639,697

**CITY OF MOUNT DORA, FLORIDA
FIVE-YEAR CAPITAL OUTLAY
DISCRETIONARY SALES TAX FUND**



Project #	Revenue Name	Prior Year Funding 2022-23	New Projects 2023-24	TOTAL FY23-24 BUDGET	2024-25	2025-26	2026-27	2027-28	Total
	Infrastructure Sales Tax		2,164,319	2,164,319					2,164,319
	Prior Year Carryforward	1,666,537		1,666,537					1,666,537
	Unfunded / Future Year Project			-	\$ 650,933	\$ 671,228	\$ 692,537	\$ 789,913	2,804,612
	TOTAL SOURCES	\$ 1,666,537	\$ 2,164,319	\$ 3,830,856	\$ 650,933	\$ 671,228	\$ 692,537	\$ 789,913	\$ 6,635,468

Project #	Project Name	Prior Year Funding 2022-23	New Projects 2023-24	TOTAL FY23-24 BUDGET	2024-25	2025-26	2026-27	2027-28	Total
Public Safety									
	Public Safety Radios program	-	66,000	66,000	66,000	66,000	66,000	66,000	330,000
	Body & Vehicle Camera Upgrades	-	98,319	98,319	98,000	98,000	98,000	98,000	490,319
Parks									
PK2103	Triangle Elementary	280,186	-	280,186	-	-	-	-	280,186
EC2107	Vista Ridge Dr. Design and Construction	125,000	-	125,000				75,001	
Infrastructure									
RS2310	Donnelly Street Resurfacing	815,000	2,000,000	2,815,000	-	-	-	-	2,815,000
RS2105	Pedestrian Crossings	51,018	-	51,018	-	-	-	-	51,018
CP0809	Roads Resurfacing	300,711	-	300,711	-	-	-	-	300,711
PL2001	Traffic Calming	94,622	-	94,622	-	-	-	-	94,622
5 year plan									
	5 Marked Vehicles PD	-	-	-	405,893	426,188	447,497	469,872	1,749,451
	5 Marked Vehicles PD uplifting	-	-	-	81,040	81,040	81,040	81,040	324,160
	TOTAL USES	1,666,537	2,164,319	3,830,856	650,933	671,228	692,537	789,913	6,435,467



CITY OF MOUNT DORA, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
GENERAL CONSTRUCTION

Dept.	Project #	Revenue Name	Prior Year Funding 2022-23	New Projects 2023-24	TOTAL FY23-24 BUDGET	2024-25	2025-26	2026-27	2027-28	Totals
		Transfer from General Fund	2,272,735	1,670,620	3,943,355					3,943,355
		Transfer from Discretionary Sales Tax	1,666,537	2,000,000	3,666,537					3,666,537
		Transfer from CRA	-	1,104,400	1,104,400					1,104,400
		Transfer from NECRA	-	480,000	480,000					480,000
		Transfer from Building Division	2,500,000		2,500,000					2,500,000
		Transfer from Library Impact Fees	-	65,000	65,000					65,000
		Transfer from Park Impact Fees	790,000	466,000	1,256,000					1,256,000
		Transfer from Fire Assessment	-	500,000	500,000					500,000
		Transfer from Electric	256,459	70,000	326,459					326,459
		Transfer from Water/Wastewater	256,459	90,000	346,459					346,459
		Grant	-	900,000	900,000					900,000
		Debt Proceeds	-	13,000,000	13,000,000					13,000,000
		Unfunded / Future Year Project	-	-	-	11,958,200	3,695,500	1,345,500	1,380,500	18,379,700
		TOTAL SOURCES	\$ 7,742,190	\$ 20,346,020	\$ 28,088,210	\$ 11,958,200	\$ 3,695,500	\$ 1,345,500	\$ 1,380,500	\$ 46,467,910

dept.	Project #	Project Name	Prior Year Funding 2022-23	New Projects 2023-24	TOTAL FY23-24 BUDGET	2024-25	2025-26	2026-27	2027-28	Totals
PW	CP0809	Roads Resurfacing	300,711	-	300,711	609,500	627,000	644,000	661,500	2,842,711
Building	BD2313	Building Expansion for Building Division	2,500,000	-	2,500,000	-	-	-	-	2,500,000
Econ Dev	EC2107	Vista Ridge Dr. Design and Construction	125,000	-	125,000	-	-	-	-	125,000
Library	LB2205	Simpson Farmhouse Renovation	422,201	-	422,201	-	-	-	-	422,201
Parks	PK2103	Triangle Elementary	1,273,574	-	1,273,574	-	-	-	-	1,273,574
Parks	PK2308	Park at Lancaster by Villages at Loch Leven	500,000	-	500,000	-	-	-	-	500,000
Parks	PK2309	Bathrooms at Lincoln Park	290,000	-	290,000	-	-	-	-	290,000
Parks	PK2221	Pickleball at Summerview	456,415	-	456,415	-	-	-	-	456,415
PW	PW2321	City Hall Apron	39,000	-	39,000	-	-	-	-	39,000
PW	PW2323	5th Ave New Curb	104,500	-	104,500	-	-	-	-	104,500
Parks	PK2325	Donnelly Park Deck Replacement	128,036	-	128,036	-	-	-	-	128,036
Parks	PK2115	Palm Island Kayak/Canoe Launch	214,673	-	214,673	-	-	-	-	214,673
Parks	PK2006	Lincoln Ave. Community Park and Pool	157,325	-	157,325	-	-	-	-	157,325
IT	IT2307	IT - Fiber Upgrades - FY24-25 - Dora Drowdy 410) and Niles Rd 421)	531,648	-	531,648	-	-	-	-	531,648
PW	PK2312	4th Ave Dock Rehab	75,000	160,000	300,000	375,000	1,000,000	-	-	2,375,000
PW	PL2001	Traffic Calming - addt. funds	94,622	210,000	304,622	366,000	376,500	386,500	397,000	1,830,622
PW	RS2105	Pedestrian Crossings - ADA - addt. funds	51,018	10,000	61,018	73,500	75,500	77,500	79,500	367,018
PW	RS2204	Tree Replacement Program - addt. funds	43,468	160,000	203,468	55,500	57,000	58,500	60,000	434,468
PW	RS2310	Donnelly Street Repaving - addt. funds	815,000	2,500,000	3,315,000	-	-	-	-	3,315,000
CRA	CR1801	Existing Streetscape Repair and Enhancement Construction	-	75,000	75,000	-	-	-	-	75,000
CRA	CR2109	Parking Solution per the Redevelopment Plan	-	625,000	625,000	-	-	-	-	625,000
CRA	CR2314	Downtown Streetscape - Future Phases Plan	-	350,000	350,000	-	-	-	-	4,110,500
CRA	CRA010	Signage	-	30,000	30,000	-	-	-	-	30,000
CRA	CRA013	Information Kiosks	-	24,400	24,400	-	-	-	-	24,400
Northeast CRA	NE2210	Community Resource Recreation Center Construction	-	13,000,000	13,000,000	-	-	-	-	13,000,000
Northeast CRA	NE2210	Community Resource Recreation Center Phase II - Construction drawings	-	150,000	150,000	-	-	-	-	150,000
Northeast CRA	NE2210	Property purchase per redevelopment plan	-	250,000	250,000	-	-	-	-	250,000
Northeast CRA	NE2112	Signage and Community Beautification	-	25,000	25,000	-	-	-	-	25,000
Northeast CRA	NE2111	Northeast Streetlight Enhancement Program	-	25,000	25,000	-	-	-	-	25,000
Northeast CRA	NE2113	Information Kiosks	-	30,000	30,000	-	-	-	-	30,000
Library	LI2416	Forest Preserve Phase II (Goat Pond)	-	50,000	50,000	368,000	-	-	-	408,000
Library	LI2303	Simpson Farmhouse Expansion	-	15,000	15,000	64,500	397,000	476,500	-	476,500
PW	PW2415	Sidewalk ADA Compliance R	-	100,000	100,000	122,000	125,500	129,000	132,500	609,000
PW	PW2414	11th Avenue Pedestrian and Traffic Calming Solutions - Sylvan to Hilltop - Eng only	-	100,000	100,000	1,035,000	-	-	-	1,135,000
Parks	PK2417	Summerview Park Basketball Court	-	100,000	100,000	-	-	-	-	100,000
Parks	PK2413	Gilbert Park Playground	-	700,000	700,000	-	-	-	-	700,000
Parks	PK2412	Mount Dora Music Hall Landscaping Irrigation	-	25,100	25,100	-	-	-	-	25,100
Parks	PK2411	Donnelly Park Pickleball reconstruction including erosion issues	-	182,020	182,020	-	-	-	-	182,020
Parks	PK2410	Sunset Gilbert Park Restrooms	-	188,500	188,500	-	-	-	-	188,500
Parks	PK2409	Frank Brown Park Renovation	-	481,000	481,000	-	-	-	-	481,000
Cemetery	PK2408	Cemetery Lighting	-	85,000	85,000	-	-	-	-	85,000
Fire	FA2407	Renovation of Station 34 Design and Engineering	-	500,000	500,000	2,000,000	-	-	-	2,500,000
		5 year CIP planning								-
Library	LI2303	Simpson Farmhouse Expansion	-	-	-	64,500	397,000	-	-	#VALUE!
PW	NEW	Park Forest Street Repairs - Eng only	-	-	-	100,000	-	-	-	100,000
PW	NEW	Johns Street Roadway Improvements	-	-	-	-	590,000	-	-	590,000
Parks	NEW	Evans Park	-	-	-	1,442,000	-	-	-	1,442,000
Parks	NEW	Frank Brown Park Playground	-	-	-	275,000	-	-	-	275,000
Parks	NEW	Summer View Park Lighting	-	-	-	289,700	-	-	-	289,700
Cemetery	NEW	Cemetery Fence	-	-	-	372,500	50,000	50,000	50,000	522,500
		TOTAL USES	\$ 7,742,190	\$ 20,431,020	\$ 28,173,210	\$ 11,958,200	\$ 3,695,500	\$ 1,345,500	\$ 1,380,500	#VALUE!

**CITY OF MOUNT DORA, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
ELECTRIC CONSTRUCTION**



Project #	Revenue Name	Prior Year Funding 2022-23	New Projects 2023-24	TOTAL FY23-24 BUDGET	2024-25	2025-26	2026-27	2027-28	Totals
	Transfer from Electric Utility	-	1,872,295	1,872,295	1,183,000	842,500	657,000	1,016,500	5,571,295
	Prior Year Carryforward	1,160,610	-	1,160,610	-	-	-	-	1,160,610
	TOTAL SOURCES	\$ 1,160,610	\$ 1,872,295	\$ 3,032,905	\$ 1,183,000	\$ 842,500	\$ 657,000	\$ 1,016,500	\$ 6,731,905

Project #	Project Name	Prior Year Funding 2022-23	New Projects 2023-24	TOTAL FY23-24 BUDGET	2024-25	2025-26	2026-27	2027-28	Totals
EL2117	Waterman Village Lakeside Project	195,372	-	195,372	-	-	-	-	195,372
EL2202	Advance Metering Infrastructure AMI	400,000	200,000	600,000	506,000	90,000	90,000	90,000	1,376,000
EL2220	Substation	109,878	200,000	309,878	122,000	125,500	129,000	132,500	818,878
EL2301	Commercial Underground Project Dora Drawdy)	79,972	-	79,972	-	-	-	-	79,972
EL2302	Roundabout - SR19A & Eudora	71,000	-	71,000	-	-	-	-	71,000
EL2322	Graham Point UG Rebuild	304,387	-	304,387	-	-	-	-	304,387
EL2401	Bristol Park Apartments - Developer Project	-	353,000	353,000	-	-	-	-	353,000
EL2402	Mount Dora Groves - Developer Project	-	1,119,295	1,119,295	-	-	-	-	1,119,295
	5 year CIP planning								
EL2101	M596 11th Street	-	-	-	555,000	-	-	-	555,000
NEW	Donnelly St UG Conversion w/ SL -Commercial UG	-	-	-	-	627,000	116,000	-	743,000
NEW	Baker St. UG Conversion-Commercial UG	-	-	-	-	-	322,000	-	322,000
NEW	Old Eustis Circuit Tie	-	-	-	-	-	-	397,000	397,000
NEW	Sylvan Shores UG Conversion	-	-	-	-	-	-	397,000	397,000
	TOTAL USES	\$ 1,160,610	\$ 1,872,295	\$ 3,032,905	\$ 1,183,000	\$ 842,500	\$ 657,000	\$ 1,016,500	\$ 6,731,905

**CITY OF MOUNT DORA, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
W/WWW CONSTRUCTION**



Project #	Revenue Name	Prior Year Funding 2022-23	New Projects 2023-24	TOTAL FY23-24 BUDGET	2024-25	2025-26	2026-27	2027-28	Totals
	Transfer from Water / Wastewater	-	2,715,000	2,715,000	-	-	-	-	2,715,000
	Transfer from Wastewater Impact Fees	-	3,000,000	3,000,000	-	-	-	-	3,000,000
	Transfer from Water Impact Fees	-	200,000	200,000	-	-	-	-	200,000
	Carryovers	3,509,867	-	3,509,867	-	-	-	-	3,509,867
	Unfunded / Future Year Project	-	-	-	62,213,500	14,010,500	5,288,000	12,580,000	94,092,000
	TOTAL SOURCES	\$ 3,509,867	\$ 5,915,000	\$ 9,424,867	\$ 62,213,500	\$ 14,010,500	\$ 5,288,000	\$ 12,580,000	\$ 103,516,867

Project #	Project Name	Prior Year Funding 2022-23	New Projects 2023-24	TOTAL FY23-24 BUDGET	2024-25	2025-26	2026-27	2027-28	Totals
IT1812	Fiber Upgrades	111,235	-	111,235	-	-	-	-	111,235
WA1507	Water Treatment Plant #2 New Well	1,093,372	-	1,093,372	-	-	-	-	1,093,372
WA2216	Water Utility GIS	200,000	-	200,000	-	-	-	-	200,000
WW2326	WWTP#2 Drainage at James P. Snell Drive	268,093	-	268,093	-	-	-	-	268,093
WA2002	WWTP#1 Rehab Construction - Addt. Funds	1,136,671	700,000	1,836,671	-	-	-	-	1,836,671
WA2315	WTP#1 Ground Storage Tanks Repair	361,419	425,000	786,419	-	-	-	-	786,419
WA2115	Round Lake Elementary Water Main	20,000	200,000	220,000	-	-	-	-	220,000
WW2316	Wastewater Treatment Plant #2 Expansion - RIB	144,275	3,000,000	3,144,275	-	-	-	-	3,144,275
WW2120	Odor Control - Raz lines	174,802	90,000	264,802	-	-	-	-	264,802
WA2403	Eudora Roundabout Utility Relocation	-	1,000,000	1,000,000	-	-	-	-	1,000,000
WA2404	Water Treatment Plant #1 High Service Pump replacement	-	500,000	500,000	1,800,000	10,000,000	-	-	12,300,000
	5 year CIP planning								
NEW	New WWTP#2 Plant mirror the existing plant	-	-	-	55,000,000	-	-	-	55,000,000
NEW	WWTP#1 Alternative Improvement Plan	-	-	-	1,828,500	1,880,500	2,000,000	10,580,000	16,289,000
NEW	Water Treatment Plant #2 New Well	-	-	-	1,585,000	-	-	-	1,585,000
NEW	Round Lake Rd Utility Relocate	-	-	-	-	130,000	1,288,000	-	1,418,000
NEW	Sewer Relining/Replacement	-	-	-	2,000,000	2,000,000	2,000,000	2,000,000	8,000,000
	TOTAL USES	\$ 3,509,867	\$ 5,915,000	\$ 9,424,867	\$ 62,213,500	\$ 14,010,500	\$ 5,288,000	\$ 12,580,000	\$ 103,516,867

**CITY OF MOUNT DORA, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
STORMWATER CONSTRUCTION**



Project #	Revenue Name	Prior Year Funding 2022-23	New Projects 2023-24	TOTAL FY23-24 BUDGET	2024-25	2025-26	2026-27	2027-28	Totals
	Transfer from Stormwater Operating		180,000	180,000	-	-	-	-	360,000
	Prior Year Carryforward	2,570,762	-	2,570,762	-	-	-	-	2,570,762
	Unfunded / Future Year Projects	-	-	-	2,960,000	1,500,000	-	-	4,460,000
	TOTAL SOURCES	\$ 2,570,762	\$ 180,000	\$ 2,750,762	\$ 2,960,000	\$ 1,500,000	\$ -	\$ -	\$ 7,390,762

Project #	Project Name	Prior Year Funding 2022-23	New Projects 2023-24	TOTAL FY23-24 BUDGET	2024-25	2025-26	2026-27	2027-28	Totals
SW1807	Liberty Ave Stormwater Treatment Project	831,601	-	831,601	-	-	-	-	831,601
SW1901	Boardwalk Drainage and Slope Stabilization	1,016,768	-	1,016,768	-	-	-	-	1,016,768
SW2114	Hilltop Dr Drainage Improvement	722,393	-	722,393	-	-	-	-	722,393
SW2405	Street Resurfacing and Repair - Underdrainage Improvements - St Andrews Country club	-	100,000	100,000	1,500,000	-	-	-	1,700,000
SW2406	Forres Park Drainage and Paving Project	-	80,000	80,000	300,000	-	-	-	460,000
	5 year CIP planning	-	-	-	-	-	-	-	-
NEW	Unser Pond Relocation	-	-	-	180,000	1,500,000	-	-	1,680,000
NEW	Liberty Avenue Stormwater Implement Phase II (from tracks to lake)	-	-	-	980,000	-	-	-	980,000
	TOTAL USES	\$ 2,570,762	\$ 180,000	\$ 2,750,762	\$ 2,960,000	\$ 1,500,000	\$ -	\$ -	\$ 7,390,762

CITY OF MOUNT DORA, FLORIDA
FIVE-YEAR CAPITAL IMPROVEMENT PLAN
FLEET/WAREHOUSE



**CITY OF
MOUNT
DORA**

Revenue Name	Prior Year Funding 2022-23	New Projects 2023-24	TOTAL FY23-24 BUDGET	2024-25	2025-26	2026-27	2027-28	Totals
Debt Proceeds Carry Forward	11,568,656	-	11,568,656	-	-	-	-	11,568,656
Federal Grant - General Government	7,149,892	-	7,149,892	-	-	-	-	7,149,892
TOTAL SOURCES	\$ 18,718,548	\$ -	\$ 18,718,548	\$ -	\$ -	\$ -	\$ -	\$ 18,718,548

Project Name	Prior Year Funding 2022-23	New Projects 2023-24	TOTAL FY23-24 BUDGET	2024-25	2025-26	2026-27	2027-28	Totals
Public Works Complex	18,718,548	-	18,718,548	-	-	-	-	\$ 18,718,548
	\$ 18,718,548	\$ -	\$ 18,718,548	\$ -	\$ -	\$ -	\$ -	\$ 18,718,548



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Proposed Consent Order re: OGC Case No. 23-0151

Introduction:

This is an opportunity for City Council to discuss and provide comments and suggested changes, if any, to the proposed consent order in reference to OGC Case No. 23-0151.

Discussion:

On September 12, 2023, Florida Department of Environmental Protection (FDEP) provided a cover letter and proposed consent order in reference to OGC Case No. 23-0151. As a result of the City's involvement of Jamie Hope of the Florida Rural Water Association (FRWA), staff has re-engaged engineer of record Kimley Horn and CMAR Wharton-Smith in reviewing the odor control measures installed in 2021 to ensure proper functioning of the components. Additionally, the City engaged Evoqua to evaluate the lift stations and WWTP#2. On April 25, 2023, City Council approved the piggyback agreement with Evoqua to begin Odophos odor control additive treatment. Due to long lead times on the equipment, Odophos treatment began on August 23, 2023. City staff continues to work with Kimley Horn on long-term planning for WWTP#2.

Budget Impact:

N/A

Strategic Impact:

Goal 2: Infrastructure, Objective 2.4: Sustain City Infrastructure

Recommendation:

City Council to discuss and provide feedback regarding the proposed consent order in reference to OGC Case No. 23-0151.

Attachment(s):

1. Attachment 1: FDEP Cover letter CO



FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

September 12, 2023

Crissy Stile, Mayor
City of Mount Dora
510 North Baker St
Mount Dora, FL 32757
stilec@cityofmounddora.com

Re: Mount Dora #2 James Snell WRF
DW Facility ID #FLA268542
OGC Case No: 23-0151
Lake County

Dear Ms. Stile:

Enclosed is a Consent Order ("Order") prepared by the Department for resolution of the referenced enforcement case. Please review this document and within 15 days of receipt, either: 1) return a signed copy to the Department or 2) provide comments and suggested changes. Once fully executed, a copy of the final document will be forwarded to you.

Should you have any questions or comments, please contact David Smicherko at 407-897-7169 or via e-mail at David.Smicherko@FloridaDEP.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Watkins", is written over a horizontal line.

Aaron Watkins, Director
Central District

Enclosure: Consent Order #23-0151

cc: Patrick Comiskey, City Manager comiskeyp@ci.mount-dora.fl.us

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	CENTRAL DISTRICT
	)	
v.	)	OGC FILE NO. 23-0151
	)	
CITY OF MOUNT DORA	)	
_____	)	

CONSENT ORDER

This Consent Order (Order) is entered into between the State of Florida Department of Environmental Protection (Department) and City of Mount Dora (Respondent) to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent neither admits nor denies the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner and is responsible for the operation of the Mount. Dora #2 – James Snell WRF, a 1.25 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity Modified Ludzak-Ettinger (MLE) oxidation ditch domestic wastewater treatment facility(Facility) and its wastewater collection system (Collection System). The Facility/Collection System is operated under Wastewater Permit No. FLA268542 (Permit), which was issued on December 23, 2016 and will expire on December 22, 2026. The Facility is located at 1850 SR-46 Mount Dora, FL 32757, in Lake County, Florida (Property). Respondent owns the Property on which the Facility is located.
4. The Department finds that the following violations occurred:

a) Respondent failed to operate the Collection System in the Sullivan Ranch Subdivision in a manner to control objectionable odors. Odors were noted from the Collection System on September 15, 2022. This is in violation of Chapter 62-604.400(2)(c).

b) Respondent failed to operate the Facility in a manner to control objectionable odors. Odors were noted extending beyond the boundaries of the Facility on January 18, 2023, and on May 11, 2023. This is in violation of Chapter 62-600.400(2)(a), F.A.C.

5. A Compliance Evaluation Inspection conducted on April 21, 2023, noted the following violations:

- a) The influent composite sampler program was not set up to collect a 16-hour flow proportioned composite sample in violation of Chapter 62-600.660(3)(b), F.A.C.
- b) The sample volume for effluent composite sampler was less than the required 100 milliliters per aliquot, in violation of Chapter 62-160.210(1), F.A.C. and DEP-SOP-001/01 FS 2400.
- c) The calibration of the HACH DR900 colorimeter was not being checked with primary standards. This check must be performed annually, in violation of Chapter 62-160.210(1), F.A.C. and DEP-SOP-001/01 FT 2000
- d) The calibration verification of the HACH TL2300 turbidimeter was not recorded in the turbidimeter calibration logbook, in violation of Chapter 62-160.210(1), F.A.C. and DEP-SOP-001/01 FT 1600.
- e) The calibrations of the continuous online turbidity analyzer and continuous online residual chlorine analyzer are not being performed at the frequency described in the approved reuse Operating Protocol, in violation of Chapter 62-610.463(2), F.A.C.
- f) Nutrient samples are not being preserved immediately after the last sample collection cycle of the effluent composite sampler, in violation of Chapter 62-160.210(1), F.A.C. and DEP-SOP-001/01 FS 1000.

- g) The Discharge Monitoring Reports (DMRs) are not being filled out correctly. Data reported on Part A and Part B of the DMRs for May and October 2022 and January 2023 do not match, in violation of Chapter 62-600.650(5) F.A.C.
- h) Documentation of the current calibration for the flow meters was not available at the time of the inspection, in violation of Chapter 62-620.350(1), F.A.C.
- i) There was no Operations and Maintenance Manual for the Collection System available for review at the time of the inspection, in violation of Chapter 62-604.500(4), F.A.C.

The Respondent has resolved the violations noted in Paragraphs 5.a-h.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

6. Respondent shall comply with the following corrective actions within the stated time periods:

a) Within 45 days of the effective date of this Order, Respondent shall submit to the Department an Odor Control Plan prepared by a professional engineer registered in the state of Florida, of the Facility and the Collection System in the Sullivan Ranch subdivision, to discover the cause or causes of the violation identified in paragraph 4 above.

b) Within 15 days of the due date for submission of the Odor Control Plan in paragraph 6.a), Respondent shall initiate a 180-day Odor Control Study, conducted by a professional engineer registered in the state of Florida, to evaluate the facility, investigate potential causes or sources of odors, and mitigate odors on a daily basis. The Odor Control Study shall include at a minimum: monitoring at the points established in the approved Odor Control Plan and include the date, time, location, air temperature,

air pressure, wind speed and direction and a description of any odors detected during each monitoring event.

c) Within 60 days of completing the Odor Control Study, the Facility shall submit and obtain Department approval of, the results of the Odor Control Study and an Updated Odor Control Plan including necessary Facility and/or Collection System design modifications, prepared and submitted under seal by a professional engineer registered in the state of Florida, if such design modifications are required, to remedy the cause or causes of the violations identified in paragraph 4 above and ensure the Facility and Collection System will reliably function in compliance with all applicable rules.

d) Within 60 days of Department approval of the Updated Odor Control Plan in paragraph 6.c), Respondent shall submit a complete application for a Department wastewater permit to construct the modifications submitted pursuant to paragraph 6.c), if such a permit is required. In the event the Department requires additional information to process the permit application, the Respondent shall provide a written response containing the information requested by the Department within 30 days of the date of the request.

e) Within 180 days after issuance of the wastewater permit referenced in paragraph 6.d) above, or if no permit is required, within 180 days of the approval of the design modification(s) in paragraph 6.c), Respondent shall complete construction of the modification(s) submitted pursuant to paragraph 6.c).

f) Within 30 days after completion of the construction, Respondent shall submit to the Department a Certification of Completion, prepared and sealed by a professional engineer registered in the State of Florida, stating that modifications to the Facility, effluent disposal system, and collection system have been constructed in accordance with the provisions of the Permit or, if no Permit is required the design modification(s) submitted pursuant to paragraph 6.c).

g) Within 365 days of the effective date of this Order, Respondent shall submit an updated Operations and Maintenance Manual for the collection system to resolve the violation in paragraph 5.i), above.

h) Every calendar quarter after the effective date of this Order and continuing until all corrective actions have been completed, Respondent shall submit to the Department a written report containing information about the status and progress of projects being completed under this Order, information about compliance or noncompliance with the applicable requirements of this Order, including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work Respondent will perform pursuant to this Order during the 12-month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter.

7. Respondent's completion of all corrective actions required by paragraphs 6. a) through h) within the respective deadlines specified thereunder shall constitute full compliance with Rules 62-600 and 62-620, F.A.C.

8. Within 30 days of the effective date of this Order, Respondent shall pay the Department \$9,750.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$9,250.00 for civil penalties and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order.

9. Respondent agrees to pay the Department stipulated penalties in the amount of \$1,000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 6.a) through h) of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment and shall do so as further described in paragraph 10, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order. Any

stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in paragraph 17 of this Order.

10. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

11. Except as otherwise provided, all submittals and payments required by this Order shall be sent to DEP_CD@floridadep.gov, Department of Environmental Protection, Central District 3319 Maguire BLVD Suite 232 Orlando, Florida 32803.

12. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

13. In the event of a sale or conveyance of the Facility/Collection System or of the Property upon which the Facility/Collection System is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility/Collection System or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility/Collection System, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility/Collection System. The sale or conveyance of the Facility/Collection System or the Property does not relieve Respondent of the obligations imposed in this Order.

14. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in

complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

15. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

16. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement

of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

17. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

18. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

19. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

20. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

21. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

22. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

23. Respondent shall publish the following notice in a newspaper of daily circulation in Lake County, Florida. The notice shall be published one time only within 10 days of the

effective date of the Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into a Consent Order with CITY OF MOUNT DORA pursuant to section 120.57(4), Florida Statutes. The Consent Order addresses the wastewater treatment activities at 1850 SR-46 Mount Dora, FL 32757. The Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Central District 3319 Maguire BLVD Suite 232 Orlando, Florida 32803.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The name and address of each agency affected and each agency's file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Central District 3319 Maguire BLVD Suite 232 Orlando, Florida 32803. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

24. Rules referenced in this Order are available at <http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

Crissy Stile, Mayor

Date

FOR DEPARTMENT USE ONLY

DONE AND ORDERED this ____ day of _____, 2023, in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Aaron Watkins
District Director
Central

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35



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

DATE: September 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager

SUBJECT: Lobbyist Update

Introduction:

Gray Robinson, P.A. represents the City of Mount Dora during the 2023 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the following:

- August 2023 Monthly Report

Budget Impact:

Lobbyist Activities are funded in account 421-1910-536.31-11 in the amount of \$42,000.00.

Strategic Impact:

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation:

Data provided is informational.

Attachment(s):

1. Mount Dora August 2023 Report

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 9/14/2023

Final Approval - 9/15/2023

**City of Mount Dora
August Activity Report**

Florida General Revenue Update

Florida general revenue collections for June were \$432.4 million, or 10.2%, higher than an earlier estimate, according to state economists at the Office of Economic and Demographic Research. The monthly revenue report showed an increase in sales tax, with Florida garnering \$293.4 million, or 11.1%, over the sales tax revenue estimate for the month. June collections reflect activity that largely occurred in May. The report notes that the consumer price index increased 3% over the year, and while it is still elevated, it is the smallest 12-month increase since the period ending March 2021. Economists believe the increased sales tax collections are partly a result of higher-priced items due to ongoing inflation. Although state revenues are currently up, economists predict collections will decline if inflation persists due to residents cutting back on purchasing and focusing on essential needs. "In this regard, the index for shelter was the largest monthly contributor to the increase, accounting for more than two thirds of the total increase in all items less food and energy, with prices for food at home increasing by 5.7 percent over the past 12 months," the report states. While ten of 17 revenue sources were positive to their latest projections, five came in negative for the month, including insurance taxes, corporate filing fees and beverage taxes. Additionally, recovery and rebuilding efforts associated with Hurricane Ian added \$16.4 million to final liability for the month. EDR Monthly Revenue Report / EDR Detailed Revenue Report

Communications

- Patrick Comiskey
 - FLC Conference
 - Safe Place Initiative
 - 2024 House Appropriations Form; Interim Committee Meeting Dates
- Representative Truenow
 - Safe Place Initiative
- Correspondence with Senator Baxley's staff
 - Letter of Support re Mount Dora Resource and Recreation Center
- Correspondence with Adam Sumner re Letters of Support

Next Steps

- Continue to update Mount Dora on grant opportunities
- Begin identifying 2024 Legislative Priorities
- Interim Committee Meetings begin week of September 18th (House only)
- The 2024 Regular Session will convene on Tuesday, January 9, 2024

Ryan Matthews/Angela Drzewiecki