



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

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
June 18, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Juneteenth Proclamation 4
2. Mount Dora Fun Fact

PUBLIC COMMENT

APPROVAL OF AGENDA

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| 4. Request Adoption of Resolution No. 2024-13 , Preliminary Fire Assessment Rate | 264 |
| 5. Request Adoption of Resolution No. 2024-25 , Charter Review Committee Final Report | 276 |

CITY MANAGER'S REPORT

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

UPCOMING MEETING DATES

- Tuesday, July 2, 6:00 PM, Regular Session
- Tuesday, July 16, 6:00 PM, Regular Session
- Monday, July 22, 6:00 PM, Budget Workshop: Governmental Funds and Internal Services
- Tuesday, August 6, 2024 6:00 PM, Regular Session

ADJOURNMENT

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

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



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Juneteenth Proclamation

Introduction:

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

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Mayor Stile read the Juneteenth Proclamation into the record.

Attachment(s):

1. Proclamation.Juneteenth.2024

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Wendy Buchan, Deputy City Clerk
Vince Sandersfeld, City Manager

Approved - 6/10/2024
Final Approval - 6/10/2024



PROCLAMATION

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, FL, together with the members of the Mount Dora City Council, hereby declare June 19th, 2024, as

JUNETEENTH

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

Crissy Stile, Mayor



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Appointment to the Public Arts Commission

Introduction:

This is a request for Council to appoint a new member to the Public Arts Commission

Discussion:

Pursuant to the City's Code of Ordinances, Advisory Board and Committee members serve two-year terms and may be reappointed for additional terms within the limits established in the city charter.

There is a vacant seat on the Public Arts Commission, for which Mayor Stile proposes the appointment of Lindsay Perreault (application attached.)

Budget Impact:

None.

Strategic Impact:

None.

Recommendation:

Council approve the appointment.

Attachment(s):

1. Board Application.Perreault, Lindsay Public Arts Commission

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 6/7/2024

From: noreply@civicplus.com
To: [Hand, Jeanann; Clerk](#)
Subject: Online Form Submittal: Board Application
Date: Tuesday, June 4, 2024 3:25:05 PM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Board Application

City Clerk
510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora
Please complete all of the date fields listed below.

First Name	Lindsay
Last Name	Perreault
Address1	595 Sandlake Court
Address2	<i>Field not completed.</i>
City	Mount Dora
State	Florida
Zip	32757
Phone Number	352-630-9923
Email Address	lindsaymperreault@gmail.com

Provide a brief statement relating to your education, experience and reason for wishing to serve

My name is Lindsay Perreault and I am the theater teacher at Mount Dora High School. I have been teaching and directing theater for the past 20 years and have held positions as an educator and artistic director.

While living in the United States and Canada I have served on multiple nonprofit boards.

My passion for serving my community in the form of committees started when I was elected to participate in ArtWaves, boardway bound training program located in Cincinnati Ohio.

This program was created to help passionate community

members to understand their responsibilities and obligations when joining a non-for-profit board. After six months of classes participants were matched with nonprofits that were seeking their skill sets.

I feel confident that my background and love for Mt. Dora will make me a proficient member of the Fine Arts committee.

Thanks for your consideration.

Resume or additional attachments (not required)

Field not completed.

Boards on which you wish to serve

Fine arts board

Upon Completion

This form will be submitted to the City Clerk's Office.

Email not displaying correctly? [View it in your browser.](#)



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with Faden Builders, Inc. for
Rehabilitation of Wastewater Treatment Plant 1 Effluent Filters

Introduction:

This is a request Council approve the task authorization with Faden Builders, Inc. for rehabilitation of Wastewater Treatment Plant 1 effluent filters.

Discussion:

The effluent filters are used as a final wastewater treatment step before the water can be sent for use as reclaimed water for irrigation. Original filters have been in operation since 1987 and are at the end of their service life. There is significant corrosion and the underdrainage structure has deteriorated beyond repair, which results in the loss of media. The electronics are obsolete.

Maintaining the integrity of this filtration system is critical for compliance with effluent water quality standards.

The project entails reconstructing the entire inner workings of the filter bed including the underdrain system, mechanical elements, electrical components from the bottom up to and including new filtration media.



Overview of Filtration Basin



Sideview of Filtration Basin



Failed Filter Showing
Unwanted Breakthrough of
Filter Media

Budget Impact:

Faden Builders, Inc. quoted the project at \$1,103,165.05. Funds are available and budgeted under account number GL-425-5555-580.63-01-WA2002.

Strategic Impact:

Objective 2.4 Sustain City Infrastructure

Recommendation:

Council to approve the task authorization with Faden Builders, Inc. for rehabilitation of Wastewater Treatment Plant 1 effluent filters.

Attachment(s):

1. TA_WTP1-FilterRehab_Faden_combined_signed

Prepared by: Bill Mitchell, City Engineer
Reviewed by: Rita Meade, Finance Director
GEORGE MAREK, Public Works Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/23/2024
Approved - 6/5/2024
Approved - 6/7/2024
Approved - 6/7/2024
Final Approval - 6/7/2024

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Faden Builders, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2020-24 dated, April 7, 2020 with Amendment 1 dated March 22, 2023 the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name WWTP 1 Filter Rehabilitation

Project Amount \$ 1,103,165.05

Budget Account Number:
425-5555-580.63-01 WA2002

City Project Manager:
Johnny Reynolds

Contractor:
Faden Builders Inc

Contractor Project Manager:
Philip Rapalje

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

SUMMARY OF WORK TO BE COMPLETED

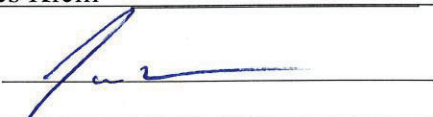
Each Task Authorization package shall include:

Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C – Schedule
Exhibit D – Compensation

Recommended By:

Print: James Klein

Date: 6/5/2024

Signature: 

Reviewed By:

Print: William Mitchell

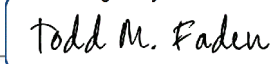
Date: 6/5/2024

Signature: 

CONTRACTOR ACCEPTANCE

Print Name: Todd M. Faden

Signature:

DocuSigned by:

EA608BA3BC674ED...
6/5/2024

Date:

CITY APPROVAL

Print Name:

Signature:

Date:

Exhibit A – Scope of Work

The scope of work is as described in the attached Faden Builders, Inc. Proposal No. 24-142 dated June 5, 2024.

Exhibit B – Sub-Contractors

MKI Services

Exhibit C – Schedule

The schedule is as described in the attached Faden Builders, Inc. Proposal No. 24-142 dated June 5, 2024.

Summary:

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

Proposed duration schedule:

8 - 12 weeks for submittals delivery

20 - 24 weeks for material procurement AFTER receipt of approved submittals

4 - 6 weeks per tank

2 - 4 weeks down time between tanks

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

Exhibit D – Compensation

Compensation is as described in the attached Faden Builders, Inc. Proposal No. 24-142 dated June 5, 2024.



6/5/2024

Faden Proposal No. 24-142

James Klein
 Utility Treatment Plants Manager
 City of Mount Dora
 510 N Baker Street
 Mount Dora, Florida 32757

RE: WWTP#1 Sand Filter Rehab

Scope Summary:

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. Sand Filter Rehab
 - a. Removal and disposal of all sand media.
 - i. Existing media will be removed from each filter and dumped onsite at a designated area.
 - ii. Underdrains to be cleaned by flushing out and removing materials by vac truck.
 - b. Removal and disposal of the existing underdrain components including, porous plates, hold down angles, old caulk and fasteners.
 - c. Installation of all new parts as described below in the Parts Summary.
 - d. Power washing of all filter basins.
 - e. Application of new caulk to new filter parts.
 - f. Cleaning of all sludge from influent channels and washing down drains.
 - g. Installation of new sand media in all filters.

PARTS SUMMARY:**CONVENTIONAL UNDERDRAIN**

1. Two (2) LOTS of Polyethylene porous plates with nominal dimensions 38 1/2" x 7 1/2" x 1" thick.
2. Two (2) LOTS of FRP and SST 9' Hold down Angles.
3. Two (2) LOTS of 304 SS Upper & Lower Sidewall Pocket Angles w/ Power Actuated Anchors.
4. Two (2) LOTS of 304 SS Hardware for Underdrain Assembly.
5. Two (2) LOTS of UHMW wear strips along with 304 SS fasteners and drop in anchors.
6. Two (2) LOTS of Sika-Flex "1A" adhesive/sealant caulk and primer.

CARRIAGE ASSEMBLY (TO BE RE-USED)

1. The two (2) existing Carriage Frames, with 2- rail aluminum Handrails, Aluminum Floorplates w/ integral Kickplates, with existing Cleaner Box 304 SS Support Rods will be re-used. The existing 304 SS Backwash Support Arms will also be re-used.
2. New SS Cleaner Box Assemblies w/new manifold and drag components will be provided.
3. New 3-hp Washwater and Backwash Pump Assemblies and 3" manual butterfly flow control valves with handles will be provided.
4. New UHMW Backwash Shoes and backwash arm compression springs with SST hardware will be provided.
5. New Indexing and End of Travel Limit Switches, & Probe Holders & Liquid Level Probes will be provided.
6. New NEMA 4X SS PLC Control Panels, ¼ Hp Carriage motor/reduction drive, SS wheels, drive shafts and drive shaft bearings will be provided.
7. The existing 3" Sch. 80 PVC Washwater & Backwash Piping, Control Panel Support Frames and existing lubrication fittings will all be re-used.



FESTOON ASSEMBLY

1. The existing festoon cables, eyebolt, thimbles and clamps will be re-used.
2. New Power cables, UHMW guide blocks, and nylon cable trolleys, cable grips, ties and bushings will be provided.

FLOATING SKIMMER ASSEMBLY

1. Two (2) new Floating Skimmer components consisting of buoyant FRP reinforced urethane foam skimmer blades, light weight SS structural members will be provided.
2. Two (2) new 1.2 hp submersible skimmer pumps, hoses, and SS clamps for the skimmer pumps/hose will be provided.

WASHWATER LAUNDER ASSEMBLY

1. New FRP Launder sections and new aluminum support brackets with SS fasteners and anchors will be provided.

FILTER MEDIA

1. Two (2) LOTS of dual media for two (2) 9' x 36' ABW Filters will be provided in super sacks per the below specification.
2. The bottom filter media shall consist of a nominal 12" layer of high-grade silica sand, complying with Sections 1, 2.2 and 5 of the Standard Specifications for Filtering Material (AWWA Designation: B100). The sand shall be well graded and material showing abnormal grading shall be rejected. The particle size distribution shall be determined by screening through standard U.S. Series sieves. The percent size shall be determined from a plot of the percentage of the material passing each sieve, against the rated opening of the sieve. The 10% size or effective size of the high grade silica sand shall be between 0.55 and 0.65 millimeters. The uniformity coefficient (ratio of 60% size to 10% size) shall not exceed 1.5.
3. The top filter media shall consist of a nominal 12" layer of high-grade anthracite, complying with Sections 1, 2.2 and 5 of the Standard Specifications for Filtering Material (AWWA Designation: B100). The anthracite shall be well graded and material showing abnormal grading shall be rejected. The particle size distribution shall be determined by screening through standard U.S. Series sieves. The percent size shall be determined from a plot of the percentage of the material passing each sieve, against the rated opening of the sieve. The 10% size or effective size of the high-grade silica sand shall be between 0.85 and 0.95 millimeters. The uniformity coefficient (ratio of 60% size to 10% size) shall not exceed 1.7.

CARRIAGE RAIL ASSEMBLY

1. New carriage rail components including: 30# Carriage Rails, 304 SS splice bars, SS leveling plates, SS Rail Caps, SS anchor studs, clips & all fasteners required and epoxy anchor system will be provided.

Qualifications and Exclusions:

1. Work to be completed from dawn to dusk, 7 days a week (10-12 hour days).
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will require a change order.
3. Engineering is excluded.
4. Permits are excluded.
5. Landscaping, irrigation and sod are excluded.
6. Concrete/grout work at existing tank is excluded.
7. Painting is excluded.
8. Repair of existing carriage is excluded.
9. Laboratory testing fees are excluded.
10. Noise and vibration analysis are excluded.



11. 3rd Party weld testing/inspections are excluded.

Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 44,782.26
2. Sand Filter Components, Demo and Installation	\$ 916,745.28
3. Electrical	\$ 8,136.79
Subtotal	\$ 969,664.34
General Liability Insurance	\$ 12,605.64
Contingency (5%)	\$ 48,483.22
Contractor's Fee	\$ 58,179.86
Permit Fee	excluded
Performance and Payment Bond	\$ 14,232.00
Guaranteed Maximum Price (GMP):	\$ 1,103,165.05

The prices included in this proposal are valid through August 31, 2024.

Exhibit C: Basic Schedule

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

Proposed duration schedule:

- 8 - 12 weeks for submittals delivery
- 20 - 24 weeks for material procurement AFTER receipt of approved submittals
- 4 - 6 weeks per tank
- 2 - 4 weeks down time between tanks

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



Exhibit D: Construction Team

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

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Philip Rapalje
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Andre Harris
Administrative Assistant: Colleen Chamberlain

Exhibit F: Sub-Contractors

MKI Services

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

Best regards,

A handwritten signature in blue ink that reads "PHILIP RAPALJE".

Philip Rapalje
Faden Builders, Inc.



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of a Payment Requisition with Shelley's Septic Tank, Inc. for Sludge Hauling and Disposal Services

Introduction:

This is a request for City Council to approve a payment requisition in the amount of \$180,000.00 for sludge hauling and disposal services from the City wastewater plants by Shelley's Septic Tank, Inc.

Discussion:

At the March 19, 2024, City Council meeting, Council approved the current piggyback agreement with Shelley's Septic Tank, Inc. for sludge removal and disposal services from the City's wastewater treatment plants. The agreement also extended the term of the agreement through March 19, 2026, and is subject to one (1) additional, one (1) year renewal.

Now that the agreement has been executed, a purchase order needs to be issued to cover the expenses through the end of this fiscal year. Due to the dollar amount and the City's budget policy, staff is requesting Council approval of this payment requisition.

Sludge is part of the waste stream from the wastewater treatment plant. Sludge removal is a requirement of our environmental permit for the wastewater plant. Requisition No. 24-2702 in the amount of \$180,000.00 is to cover the costs through the end of this fiscal year.

Budget Impact:

Each fiscal year the wastewater plants budget for sludge hauling and disposal under general ledger account 421-1940-536-34-01. Based on the year-to-date usage, the City will need to issue a purchase order in the amount of \$180,000. Funds are available to cover this requisition.

Strategic Impact:

Objective 2.4 - Sustain City Infrastructure

Recommendation:

Recommend City Council approval of the payment requisition with Shelley's Septic Tank, Inc. for sludge hauling and disposal.

Attachment(s):

1. Attachment #1 - Signed Agreement w Shelleys from 3-19-24 Agenda
2. Attachment #2 - Shelley's Requisition

Prepared by: vedderl vedderl, Administrative Assistant
Reviewed by: Rita Meade, Finance Director
Bill Mitchell, City Engineer
GEORGE MAREK, Public Works Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/23/2024
Approved - 6/4/2024
Approved - 6/7/2024
Approved - 6/7/2024
Approved - 6/7/2024
Final Approval - 6/10/2024

ATTACHMENT #1

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 SHELLEY’S SEPTIC TANK, INC., dba SHELLEY’S ENVIRONMENTAL SYSTEMS, INC., 6505 West Jones Avenue, Zellwood, Florida 32798, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest utilize the Standard Contract for Services between the City of Port Orange and the CONTRACTOR (the “Underlying Agreement”) dated March 14, 2017, and attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, and Amendment No. 1 to Standard Contract for Services dated December 12, 2023, and attached hereto as **Exhibit “B”** and made a binding part hereof by this reference (collectively, Exhibits “A” and “B” hereinafter referred to as “Cooperative Contract”), which was competitively solicited for and negotiated by the City of Port Orange, Florida through Invitation to Negotiate No. 16-09; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY for the same pricing set forth in the Underlying Agreement dated March 14, 2017, and Amendment No. 1 to Standard Contract for Services dated December 12, 2023; and,

WHEREAS, the City’s prior cooperative contract with the CONTRACTOR, dated June 5, 2018, shall be superseded by this Agreement and shall have no further force or effect as the underlying agreement upon which it is based has been superseded by the Underlying Agreement dated March 14, 2017 and Amendment No. 1 to Standard Contract for Services dated December 12, 2023.

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 extend from the date of execution through and including March 19, 2026, and is subject to one (1) additional one (1) year renewal. The Agreement may be terminated at any time given at least thirty (30) days written notice to the other party as the address noted in this Agreement.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in Exhibit “A” and Exhibit “B” attached hereto, which consists of the Underlying Agreement, Amendment No. 1 to Standard Contract for Services dated December 12, 2023.

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. NOTICE.

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

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

Copy to: Patrick Brackins, Esquire
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Pkwy; Suite 100
Maitland, Florida 32751

CONTRACTOR: Shelley's Septic Tank, Inc.
James D. Shelley, Jr., President
P.O. Box 249
Zellwood, Florida 32798

SECTION 5. APPLICABLE LAW, VENUE, WAIVER OF 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 exclusively lie in state or federal courts having jurisdiction in Lake County, Florida. **The parties hereby knowingly and voluntarily 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 and Exhibit B 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
CLERK@MOUNTDORA.GOV**

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the CITY for the scope of this Agreement.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
 3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the

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

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

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 19 day of MARCH, 2024.

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



Patrick Brackins
City Attorney

SHELLEY'S SEPTIC TANK, INC. dba
SHELLEY'S ENVIRONMENTAL
SYSTEMS, INC.

James D. Shelley Jr.

Print: James D. Shelley Jr.

Title: President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of James D. Shelley, as President of Shelley's Septic Tank, 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 7 day of March, 2024.

(stamp)

Theresa A. Sequera
NOTARY PUBLIC



Exhibit “A”
City of Port Orange Standard Contract for Services
With Shelley’s Septic Tank, Inc. dba Shelley’s Environmental Systems, Inc.
Dated March 14, 2017



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 14 day of March, 2017, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and SHELLEY'S SEPTIC TANK, INC. d/b/a/ SHELLEY'S ENVIRONMENTAL SYSTEMS ("Contractor"), a Florida corporation whose principal address is 6505 West Jones Avenue, Zellwood, Florida 32798. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the City of Port Orange with Biosolids Stabilization and Disposal Services, as more specifically described in Invitation to Negotiate No. 16-09 ("ITN 16-09"), Addendum No. 1, Addendum No. 2 and Addendum No. 3. Copies of ITN 16-09 and all Addendums are available in the office of the City Clerk, 1000 City Center Circle, Port Orange, Florida 32127.

(b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of 10 years (the "Term").

Manner and Place: The work shall be performed as outlined in ITN 16-09, Addendum No 1, Addendum No. 2, and Addendum No 3, in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Orders issued and executed by the City.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at a rate of \$39.95 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of this Contract. The CPI shall be based on rates released in August 2017. The rates shall remain the same, except for CPI adjustments, during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

4. Contract Administration. The Public Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk:	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

12. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. 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 of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of 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 regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract 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.

15. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

16. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

17. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

18. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

19. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

21. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

22. Controlling Law. THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

24. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

25. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems
Attention: James D. Shelley, Jr., President
6505 W. Jones Avenue
Zellwood, Florida 32798
(407) 889-8042
RDonohue@ShelleysSeptic.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

26. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

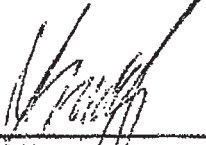
27. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:



Printed Name: Richard F. Doebner



Printed Name: Martin Smveny

SHELLEY'S SEPTIC TANK, INC.
D/B/A SHELLEY'S ENVIRONMENTAL SYSTEMS

By: 
James D. Shelley, Jr., President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 3/13/17

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13th day of March, 2017, by James D. Shelley, Jr. as President of Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, a Florida corporation, and who:

(Notary: Please select one)

☒ is personally known to me; or
☐ has produced _____ as identification.





Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

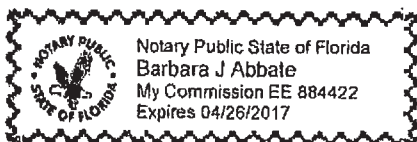
By: Donald O. Burnette
Donald O. Burnette, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 3/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of March, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



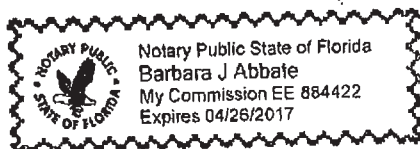
Witnesses:

Frances Gosnell
Printed Name: Frances Gosnell

Barbara J. Abbate
Printed Name: Barbara J. Abbate

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of March, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

ATTEST:

By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Date: 3/14/17

Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Exhibit “B”

Amendment No. 1 to Standard Contract for Services dated March 14, 2017
With Shelley’s Septic Tank, Inc. dba Shelley’s Environmental Systems, Inc.
Dated December 12, 2023

AMENDMENT NO. 1
To Standard Contract for Services dated March 14, 2017
Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems

THIS AMENDMENT NO. 1 TO STANDARD CONTRACT FOR SERVICES ("2023 Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SHELLEY'S SEPTIC TANK, INC. d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS, Inc.** ("Contractor") a Florida corporation with its principal place of business at 6505 West Jones Avenue, Zellwood, Florida 32798. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Standard Contract for Services ("Contract") on March 14, 2017, pursuant to Invitation to Negotiate No. 16-09 ("ITN 16-09") for Biosolids Stabilization Disposal Services, with a term commencing on March 14, 2017 and continuing for a period of ten (10) years, at a rate of \$39.95 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of the Contract; and

WHEREAS, the Parties desire to amend the rate of \$39.95 per wet ton, to \$65.00 per wet ton; and

WHEREAS, the City of Port Orange Mayor has determined that this 2023 Amendment is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. Page 1, Paragraph 2, "City Obligations" shall be deleted in its entirety and replaced with the following:

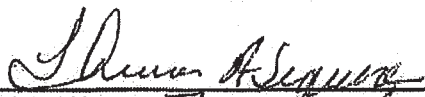
"In return for the services identified above, the City agrees to compensate the Contractor at a rate of \$65.00 per wet ton, with an annual adjustment of 2% or the annual Consumer Price Index ("CPI") of the United States Department of Transportation, whichever is less, during the term of this Contract. The CPI shall be based on the current rates released by the United States Department of Transportation. The rates shall remain the same, except for adjustments provided for hereinabove, during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended."

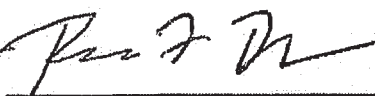
3. Contract Construction. This 2023 Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this 2023 Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until both Parties have signed this 2023 Amendment.

4. All other terms and conditions of the Contract shall remain in full force and effect.

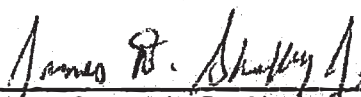
IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2023 Amendment on the day and year stated hereinafter.

Witnesses:


Printed Name: Theresa A. Segura


Printed Name: Richard F. Dindovic

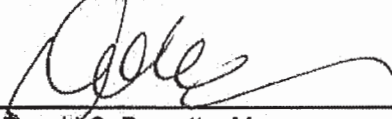
SHELLEY'S SEPTIC TANK, INC.
d/b/a SHELLEY'S ENVIRONMENTAL SYSTEMS

By:  - President
James D. Shelley, Jr., President

If this Contract is signed by an individual not identified as officer or authorized person of the entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the entity.

Date: 11/28/23

CITY OF PORT ORANGE

By: 
Donald O. Burnette, Mayor

Date: 12/12/2023



ATTEST:

By: 
Tracee Cody, FCRM, Deputy City Clerk

Date: 12/12/2023

Purchase Requisition

Purchase Requisition No 24-2702

Requested Date 04/18/2024

Department UTIL

Required Date

Requested By MAREKG

Preferred Vendor 004757
SHELLEY'S ENVIRONMENTAL SYSTEM, INC

Address PO BOX 249

ZELLWOOD, FL 32798

Req. Description WWTP #1 AND WWTP #2 - SLUDGE HAULING FY 23-24

Qty.	Description	GL Number 1	Unit Price	Amount
1	SLUDGE HAULING	421-1940-536.34-01	180,000.00	180,000.00
Total:				180,000.00



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with Southeastern Surveying and Mapping Corp. (SSMC) to Expand Mount Dora's Potable Water, Reclaimed Water and Wastewater Utilities Asset Inventory Map

Introduction:

This is a request for Council to approve a task authorization to expand Mount Dora's potable water, reclaimed water and wastewater utilities asset inventory map.

Discussion:

Southeastern Surveying and Mapping Corp. is one of Mount Dora's continuing professional services contractors providing surveying related services to the City as approved under Resolution 2018-174 effective October 4, 2018.

The GIS asset inventory map of the water utility distribution facilities will include identification, attribution, and location of various components based on available City records, and staff knowledge. The current City map is based on limited information and must to be expanded to eventually cover the entire City and its service area.

Having Mount Dora's utility maps in an updated GIS database will allow the City staff to see the utility maps on field devices connected to the City's data infrastructure, saving significant time when personnel are locating infrastructure. An enhanced utilities asset inventory will allow the City to prioritize capital improvement projects and better recognize utility maintenance needs.

Regulatory requirements include provisions for utilities to maintain up-to-date mapping of the system infrastructure. An example of this is 62-555.350 of the F.A.C. which includes provisions for water utilities that state, "suppliers of water who own or operate a community water system serving, or designed to serve, 350 or more persons or 150 or more service connections shall have, and thereafter maintain, an up-to-date map of their drinking water distribution system. Such a map shall show the location and size of water mains if known; the location of valves and fire hydrants; and the location of any pressure zone boundaries, pumping facilities, storage tanks, and interconnections with other public water systems."

There are similar provisions for the collection system. Mapping is important in order to carry out mandated flushing and valve exercising operations.

The purpose of this project is to implement the primary phase of a complete citywide Geographic Information System (GIS) asset inventory for potable water, reclaimed water and wastewater distribution facilities throughout the City's service area. The GIS asset inventory of the utility's distribution facilities will include feature identification, attribution, and location based on available City records and staff knowledge.

This primary phase will form a good foundation upon which more detailed information, such as GPS locations of infrastructure, may be added, as well as identifying areas in the utility systems that require additional information to be added. Future phases will require field surveys which are not included at this time. GIS inventory maps require ongoing maintenance to record new facilities that are added over time. Updates will be programmed separately from this assignment.

Budget Impact:

This task authorization has a not-to-exceed limit of \$72,850.46. Funds for this project are available and budgeted under GL #425-5555-580.63-01 WA2216.

Strategic Impact:

Objective 2.4 - Sustain City Infrastructure

Recommendation:

Council to approve the task authorization to expand Mount Dora's potable water, reclaimed water and wastewater utilities asset inventory map.

Attachment(s):

1. TA_SSMC_GIS-WaterUtilityInventoryMap_sig_signed

Prepared by: Bill Mitchell, City Engineer
Reviewed by: GEORGE MAREK, Public Works Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/4/2024
Approved - 6/11/2024
Approved - 6/11/2024
Final Approval - 6/11/2024

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Southeastern Surveying and Mapping Corp. (Contractor) and the City of Mount Dora, approved under Resolution 2018-174, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: Potable Water, Reclaimed Water, and Wastewater Utility Inventory Map Expansion

Project Amount: \$72,850.46

Budget Account Number:
GL #425-5555-580.63-01 WA2216

City Project Manager:
Johnny Reynolds

Contractor:
Southeastern Surveying and Mapping Corp.

Contractor Project Manager:
Kirk R. Hall

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

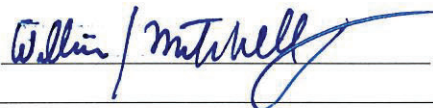
SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

- Exhibit A** – Scope of Work
- Exhibit B** – Sub-Contractors
- Exhibit C** – Schedule
- Exhibit D** – Compensation

Recommended By:

Print: William Mitchell

Signature: 

Date: 5/30/2024

Reviewed By:

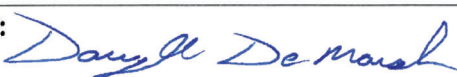
Print: George Marek

Signature: 

Date: 5/30/2024

CONTRACTOR ACCEPTANCE

Print Name: Darryll DeMarsh

Signature: 

Date: 5/30/2024

CITY APPROVAL

Print Name:

Signature:

Date:

Exhibit A – Scope of Work

The scope of work is as described in the attached Southeastern Surveying and Mapping Corp. fee proposal to the City of Mount Dora dated May 10, 2024.

Exhibit B – Sub-Contractors

No subcontractors.

Exhibit C – Schedule

The schedule is as described in the attached Southeastern Surveying and Mapping Corp. fee proposal to the City of Mount Dora dated May 10, 2024.

Summary:

Approximately 18 weeks.

Exhibit D – Compensation

Compensation is as described in the attached Southeastern Surveying and Mapping Corp. fee proposal to the City of Mount Dora dated May 10, 2024.



May 10, 2024

VIA EMAIL: mithellw@ci.mount-dora.fl.us

Mr. William J. Mitchell, Jr., P.E.

Utility Engineer
City of Mount Dora
900 W. Donnelly St.
Mount Dora, FL 32757
T: 352.735.7151 Ext. 1834
F: 352.932.3998

**RE: Potable Water, Reclaimed Water & Wastewater Utilities Asset Inventory Primary Phase – City of Mount Dora
Lake County, Florida**

Dear Mr. Mitchell,

We are pleased to submit our proposal for GIS Services on the above referenced project.

The purpose of this project is to implement a complete citywide Geographic Information System (GIS) asset inventory for Potable Water, Reclaimed Water and Wastewater Distribution facilities throughout the City's service area. Southeastern Surveying and Mapping Corp. (SSMC) proposes to provide these GIS services using Mount Dora's City record drawings, and staff knowledge. The GIS asset inventory of the utilities distribution facilities will include feature identification, attribution and location based on available City records, and staff knowledge.

OBJECTIVES:

SSMC proposes the following goals and objectives for Mount Dora's GIS asset inventory for the utilities distribution facilities:

1. Southeastern Surveying and Mapping Corp. (SSMC) GIS specialists will analyze the City's existing GIS database that consists of data derived from Mount Dora's utilities atlas maps and determine any infrastructure gaps. This procedure will primarily incorporate subdivisions and thoroughfares within the City's service area including joint planning areas (JPA). A list of regions to be inventoried is provided in Appendix B. The City of Mount Dora staff members will provide, when available or accessible, City utility record drawings throughout the duration of the project for digitizing. Record drawings will be georeferenced using orthorectified aerial imagery. Having Mount Dora's utility maps in an updated GIS database will allow the City staff to see the utility maps on field devices connected to the City's data infrastructure, saving significant time when personnel are locating infrastructure. An enhanced utilities asset inventory will allow the City to prioritize capital improvement projects and better recognize utility maintenance needs.

Inventory Features

Utilities:

SSMC will provide a GIS asset inventory of **Potable Water, Reclaimed Water, and Wastewater** distribution features. All distribution pipe segments will be from pipe intersection to pipe intersection. In addition, segments will be based on diameter, material, and ownership as provided by record drawings and City staff knowledge. Hydrants and valves will be snapped to the distribution lines. Connecting distribution lines will be snapped together at their end points. Wastewater pressurized mains will be from lift station to manhole or intersection of another pipe. A unique ID for each distribution feature will be provided. Attributes for the proposed utilities distribution features are listed in Appendix A, Tables 1-14.

Procedures

Project Initialization & Development:

SSMC GIS staff will prepare Mount Dora's asset inventory database based on the existing utility asset inventory project that was developed by SSMC utilizing the City's existing atlas maps.

1. The SSMC project team will implement feature layers and their attributes according to the GIS tables for the distribution facilities assigned by City staff. Tables have been provided in Appendix A which lists the attribution of each inventory feature.
2. Source materials including the latest aerials, streets, parcels, and subdivision boundaries obtained from the Lake County GIS GeoHub will be applied to provide the most current base data.

Obtain City Records:

SSMC GIS staff will obtain available utility record drawings from the City of Mount Dora for subdivisions and thoroughfares which will enable SSMC technicians to integrate digital data into the GIS inventory database.

1. SSMC project team will analyze the City's existing GIS database that consists of Mount Dora's atlas map data and determine any infrastructure gaps to generate a list of regions to be inventoried. Tables have been provided in Appendix B.
2. The City of Mount Dora staff members will provide, when available or accessible, City utility record drawings to the SSMC project team to be analyzed throughout the duration of the project to provide the most accurate data.

Digitize Utility Infrastructure Inventory:

SSMC project team will georeference the acquired record drawings using orthorectified aerial imagery.

1. The georeferenced digital map will be tied to the Florida State Plane coordinate system (East Zone) and the North American Datum of 1983.
2. SSMC project team will digitize an estimated total sum of **7066** features for Potable Water, Reclaimed Water & Wastewater in the GIS database that consists of approximately **2920** point features and **4146** line features. Asset inventory features will be assigned locations based on available record drawings and the most current orthorectified aerial imagery. In addition, feature locations will be confirmed using omnidirectional street view imagery where available. Service laterals will not be digitized in the primary phase of the project and will be initiated in a future phase. Invert data will not be extracted for the primary digitization phase.

Data QA/QC Review:

SSMC is committed to providing GIS data and products that meet established industry standards for accuracy, completeness, and consistency.

1. Quality Assurance & Control procedures shall include, but not be limited to the following:
 - All work shall be performed in accordance with any applicable City of Mount Dora requirements.
 - Automated QA/QC programming shall be used to provide quality assurance.
 - Attribute domain validation.
 - Pipe network connectivity.
 - Feature attribute completeness and logical consistency.

Prepare & Submit Deliverables:

Upon completion of this asset inventory project, SSMC will deliver the following items to the City of Mount Dora on a thumb drive or over a file transfer protocol (FTP) website.

1. An ESRI File Geodatabase containing city utilities distribution asset inventory data will be provided for integration to the City of Mount Dora's existing GIS library.
2. A desktop map document for accessing the City's utilities GIS asset inventory data from an office desktop computer running ESRI's ArcGIS Desktop software.

FEE:

Fees will be calculated based on the total estimated number of **Potable Water; Reclaimed Water & Wastewater** features inventoried from City record drawings. The estimated count of point and line features to be inventoried totals approximately **7066**. A fee of **\$10.31** per feature will be billed monthly and will Not Exceed a total of **\$72,850.46**. Please see the Attachment A for detailed labor rates and estimated hours.

SCHEDULE:

Estimated labor hours for the project will require approximately 18 weeks. Work will proceed contingent on the availability of City record drawings supplied by the City of Mount Dora. SSMC is committed to applying all required resources necessary to meet the Client's schedule requirements.

Mr. William J. Mitchell, Jr., P.E.
City of Mount Dora Utilities Asset Inventory Primary Phase
May 10, 2024



We look forward to the opportunity to work with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kirk R. Hall". The signature is fluid and cursive.

Kirk R. Hall, EI, GISP
GIS Division Manager

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature

Date

Printed Name

Title (if any)

ATTACHMENT A: SSMC FEE QUOTATION PROPOSAL

Project Name: City of Mount Dora Utilities Infrastructure Mapping

5/10/2024

Contract: RFQ#18-PW-009 Professional Consultant Services Agreement

Name of Firm: Southeastern Surveying and Mapping Corporation

ACTIVITY		PROJECT MANAGER/PE			GIS ANALYST			GIS TECHNICIAN			Total Fee Cost by Activity
		Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	Man Hrs	Hrly Rate	Fee	
01	Project Initialization & Development										
01a	Prepare Database & GIS Source Materials	2.1	\$139.00	\$297.59	5.2	\$103.00	\$531.28	0.0	\$92.00	\$0.00	\$ 828.87
02	Obtain City Records										
02a	Establish Infrastructure Gaps Within the City's Utilities Service Area	2.1	\$139.00	\$297.59	51.4	\$103.00	\$5,292.43	17.1	\$92.00	\$1,575.74	\$ 7,165.76
02b	Collaborate with City Planning Department & Obtain City Records, Plans & As-built Drawings	2.1	\$139.00	\$297.59	51.4	\$103.00	\$5,292.43	0.0	\$92.00	\$0.00	\$ 5,590.02
02c	Georeference City Records	2.1	\$139.00	\$297.59	85.6	\$103.00	\$8,820.72	34.3	\$92.00	\$3,151.48	\$ 12,269.79
02d	Digitize Water Infrastructure Into GIS Geodatabase	4.3	\$139.00	\$595.18	128.5	\$103.00	\$13,231.08	293.3	\$92.00	\$26,984.55	\$ 40,810.81
03	Data QA/QC Review										
03a	Perform QA/QC Process for Data Integrity	3.2	\$139.00	\$446.39	34.3	\$103.00	\$3,528.29	0.0	\$92.00	\$0.00	\$ 3,974.68
03b	Prepare & Submit Deliverables	3.2	\$139.00	\$446.39	17.1	\$103.00	\$1,764.14	0.0	\$92.00	\$0.00	\$ 2,210.53

Not to Exceed Fee Total:

\$ 72,850.46

Item fee per Inventoried feature: \$10.31



GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PAYMENT OPTIONS

SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE MATTERS COVERED HEREIN. NO PRIOR REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS MADE BY EITHER SSMC, YOU, OR THE RESPECTIVE AGENTS OF EITHER, THAT IS NOT CONTAINED IN THE AGREEMENT SHALL ENLARGE, MODIFY, ALTER, OR OTHERWISE VARY THE WRITTEN TERMS OF THE AGREEMENT UNLESS THEY ARE MADE IN WRITING AND MADE A PART OF THE AGREEMENT BY ATTACHMENT, INCORPORATED BY REFERENCE IN THE AGREEMENT OR SIGNED OR INITIALED ON BEHALF OF BOTH PARTIES.

Appendix A
Utilities Feature
Attributes

Tables 1-14 are asset inventory feature tables for the proposed utilities distribution asset inventory. Attributes shown in these tables have been assigned by City staff. Utility Distribution will be provided as asset inventory features in the GIS.

Table 1

Water Valves - Point feature	
Attribute	Description
Asset_ID	unique ID
Type	where available from City records
Rotation	an azimuth assigned to a symbol to provide a spatial direction
Comments	supplementary comments regarding asset feature
Address	based on parcel data
Location Description	based on roads data
Northing	Y coordinate in feet
Easting	X coordinate in feet
Latitude	in degrees and decimal minutes
Longitude	in degrees and decimal minutes
Ownership	City of Mount Dora
Hotlink	hyperlink to asset photo
Data Source	City records, Field verified by City, or GPS field verified

Table 2

Water Pipes - Line feature	
Name	Description
Asset_ID	unique ID
Type	Transmission, distribution, hydrant lateral, service
Size	pipe size in inches where available from City records
Material	pipe material where available from City records
Comments	supplementary comments regarding asset feature
Ownership	City of Mount Dora
Data Source	City records

Table 3

Water Storage Tanks - Point feature	
Name	Description
Asset_ID	unique ID
Tank_Name	name or unique ID assigned to water tank
Rotation	an azimuth assigned to a symbol to provide a spatial direction
Comments	supplementary comments regarding asset feature
Address	based on parcel data
Location Description	based on roads data
Northing	Y coordinate in feet
Easting	X coordinate in feet
Latitude	in degrees and decimal minutes
Longitude	in degrees and decimal minutes
Ownership	City of Mount Dora
Hotlink	hyperlink to asset photo
Data Source	City records

Table 4

Water Hydrants - Point feature	
Name	Description
Asset_ID	unique ID
Type	One-Way, Two-Way, or Three Way as determined from City records
Reflective Marker	blue reflective pavement marker (Y/N)
Rotation	an azimuth assigned to a symbol to provide a spatial direction
Comments	supplementary comments regarding asset feature
Address	based on parcel data
Location Description	based on roads data
Northing	Y coordinate in feet
Easting	X coordinate in feet
Latitude	in degrees and decimal minutes
Longitude	in degrees and decimal minutes
Ownership	City of Mount Dora
Hotlink	hyperlink to asset photo
Data Source	City records, Field verified by City, or GPS field verified

Table 5

Water Service Area - Polygon feature	
Name	Description
Ownership	City of Mount Dora
Maintenance	City of Mount Dora, Lake County, Orange County

Table 6

Reclaim Valves - Point feature	
Attribute	Description
Asset_ID	unique ID
Type	where available from City records
Rotation	an azimuth assigned to a symbol to provide a spatial direction
Comments	supplementary comments regarding asset feature
Address	based on parcel data
Location Description	based on roads data
Northing	Y coordinate in feet
Easting	X coordinate in feet
Latitude	in degrees and decimal minutes
Longitude	in degrees and decimal minutes
Ownership	City of Mount Dora
Hotlink	hyperlink to asset photo
Data Source	City records, Field verified by City, or GPS field verified

Table 7

Reclaim Pipes - Line feature	
Name	Description
Asset_ID	unique ID
Type	Transmission, distribution, hydrant lateral, service
Size	pipe size in inches where available from City records
Material	pipe material where available from City records
Comments	supplementary comments regarding asset feature
Ownership	City of Mount Dora
Data Source	City records

Table 8

Reclaim Hydrants - Point feature	
Name	Description
Asset_ID	unique ID
Type	One-Way, Two-Way, or Three Way as determined from City records
Reflective Marker	blue reflective pavement marker (Y/N)
Rotation	an azimuth assigned to a symbol to provide a spatial direction
Comments	supplementary comments regarding asset feature
Address	based on parcel data
Location Description	based on roads data
Northing	Y coordinate in feet
Easting	X coordinate in feet
Latitude	in degrees and decimal minutes
Longitude	in degrees and decimal minutes
Ownership	City of Mount Dora
Hotlink	hyperlink to asset photo
Data Source	City records, Field verified by City, or GPS field verified

Table 9

Reclaim Service Area - Polygon feature	
Name	Description
Ownership	City of Mount Dora
Maintenance	City of Mount Dora, Lake County, Orange County

Table 10

Wastewater Lift Stations – Point Feature	
Name	Description
Asset_ID	sequential unique ID
LS_ID	lift station ID
Comments	supplementary comments regarding asset feature
Rotation	an azimuth assigned to a symbol to provide a spatial direction
Address	based on parcel data
Location Description	based on roads data
Repump Path	included in pump station piping diagram (Y/N)
Northing	Y coordinate in feet
Easting	X coordinate in feet
Latitude	in degrees and decimal minutes
Longitude	in degrees and decimal minutes
Ownership	City of Mount Dora, Private, Lake County, Orange County
Master station	Y/N/Unknown based on City data
Generator	Y/N/Unknown based on City data
SCADA	Y/N/Unknown based on City data
Fast fill wetwell	Y/N/Unknown based on City data
Hotlink	hyperlink to asset photo
Data Source	City records, GPS field verified, City staff verified

Table 11

Wastewater Device – Point Feature	
Attribute	Description
Asset_ID	sequential unique ID
LS_ID	lift station ID
Device_Type	wastewater device type, manhole, cleanout, plug etc.
Rotation	an azimuth assigned to a symbol to provide a spatial direction
Pipe Count	number of pipes in manhole as determined from City records
Comments	supplementary comments regarding asset feature
Address	based on parcel data
Location Description	based on roads data
Northing	Y coordinate in feet
Easting	X coordinate in feet
Latitude	in degrees and decimal minutes
Longitude	in degrees and decimal minutes
Ownership	City of Mount Dora, Private, Lake County, Orange County
Repump Path	included in pump station piping diagram (Y/N)
Hotlink	hyperlink to asset photo
Data Source	City records, GPS field verified, City staff verified

Table 12

Wastewater Valve – Point Feature	
Attribute	Description
Asset_ID	sequential unique ID
LS_ID	lift station ID
Type	wastewater valve type
Rotation	an azimuth assigned to a symbol to provide a spatial direction
Comments	supplementary comments regarding asset feature
Address	based on parcel data
Location Description	based on roads data
Northing	Y coordinate in feet
Easting	X coordinate in feet
Latitude	in degrees and decimal minutes
Longitude	in degrees and decimal minutes
Ownership	City of Mount Dora, Private, Lake County, Orange County
Repump Path	included in pump station piping diagram (Y/N)
Hotlink	hyperlink to asset photo
Data Source	City records, GPS field verified, City staff verified

Table 13

Wastewater Pipes – Line Feature	
Name	Description
Asset_ID	sequential unique ID
LS_ID	lift station ID
Repump Path	included in pump station piping diagram (Y/N)
Type	Pressurized Main or Gravity Main
Size	pipe size in inches where available from City records
Material	pipe material where available from City records
Comments	supplementary comments regarding asset feature
Ownership	City of Mount Dora, Private, Lake County, Orange County
Data Source	City records, GPS field verified, City staff verified

Table 14

Wastewater Service Area - Polygon feature	
Name	Description
Ownership	City of Mount Dora
Maintenance	City of Mount Dora, Lake County, Orange County

Appendix B

Regions

GISSubNumb	Subdivision Name	PlatBook	BookNumber
2696	VI-BROD	PB	27
2669	ORANGE LAKE ESTATES	PB	27
2749	HACIENDA HILL SUB	PB	28
1490	DORA MANOR SUB, MOUNT DORA	PB	6
1898	NILES DIVISION	PB	12
3153	WOLFBRANCH VILLAGE PHASE III	PB	36
4469	LAKES OF MOUNT DORA PHASE 5A	PB	70
4123	DORA PINES UNIT 1	PB	22
4403	JPS SUBDIVISION	PB	68
477	SUNEAGLE COMMERCE PARK CONDOMINIUM	ORB	3325
4058	LIBERTY OAKS	PB	61
2283	LAUREL LEA	PB	17
2847	WOLFBRANCH VILLAGE PHASE I	PB	29
4625	SUMMERBROOKE PHASE 4	PB	76
2954	VI-BROD 1ST ADD	PB	32
4406	LAKES OF MOUNT DORA PHASE 4B	PB	68
3634	LOCH LEVEN PHASE 4, MOUNT DORA	PB	48
4188	SIMPSON COVE ESTATES	PB	64
3390	COUNTRY CLUB OF MOUNT DORA PHASE II-11, MOUNT DORA	PB	42
4301	LAKES OF MOUNT DORA PHASE 3B	PB	65
1035	SAGE & KINNEY	PB	1
4223	LAKES OF MOUNT DORA PHASE 3A	PB	64
2067	TRIANGLE ACRES	PB	14
2189	GOLDEN HEIGHTS ESTATES SUB	PB	15
1493	DORA VISTA SUB, MOUNT DORA	PB	6
4205	PUBLIX-441 AND 44-B	PB	64
3760	HILLTOP PARK SUB	PB	51
4019	LAKES OF MOUNT DORA PHASE 2	PB	60
1037	SAGE & KINNEY, MOUNT DORA	PB	1
1834	SUNSET HILLS WOOD'S REPLAT BLK A	PB	11
3378	DOGWOOD MOUNTAIN RESERVE SUB, MOUNT DORA	PB	41
2755	COBBLE HILL SUB, MOUNT DORA	PB	28
2511	LAKE GERTRUDE GROVES PARTIAL REPLAT	PB	24
4533	LAKES OF MOUNT DORA PHASE 3D	PB	72
3191	TOP OF THE HILL	PB	37
1842	HIGHLAND PARK ESTATES SUB	PB	11
3088	WOLFBRANCH VILLAGE PHASE II	PB	35
2634	WOLFBRANCH ESTATES	PB	26
3506	PLYMOUTH MANOR, MOUNT DORA	PB	44
3982	SULLIVAN RANCH	PB	58
3075	HILLS OF MOUNT DORA THE	PB	34
3407	COUNTRY CLUB OF MOUNT DORA PHASE II-12, MOUNT DORA	PB	42
4583	SPRING HARBOR BOULEVARD MARKETPLACE	PB	74
2981	SARATOGA	PB	32
3545	LOCH LEVEN PHASE 3, MOUNT DORA	PB	45
4144	LANCASTER AT LOCH LEVEN PHASE 2A REPLAT	PB	63
4466	SUMMERVIEW AT WOLF CREEK RIDGE PHASE 2B-3	PB	70
1342	SHORE LOTS ON LAKE DORA, MOUNT DORA	PB	4
4233	MOUNTAIN VIEW, REPLAT OF BLKS A-B & D, MOUNT DORA	PB	9
1911	SUNRISE HILL DIVISION	PB	12
1444	MOUNTAIN VIEW	PB	5

GISSubNumb	Subdivision Name	PlatBook	BookNumber
3989	LANCASTER AT LOCH LEVEN PHASE 1	PB	59
2386	PENLAN PARK REPLAT	PB	20
4232	MOUNTAIN VIEW, REPLAT OF BLKS A-B & D	PB	9
4282	NATURELAND COURT	PB	64
4665	COTTAGES ON 11TH	PB	78
4564	DORA PLAZA	PB	73
1573	SUNSET HILLS (MILLAGE CODE 0002)	PB	6
3876	ADDISON PLACE	PB	55
1499	ROBIE TERRACE	PB	6
3420	SPRING HARBOR, MOUNT DORA	PB	43
3822	LOCH LEVEN PHASE 5, MOUNT DORA	PB	53
4340	LAKES OF MOUNT DORA PHASE 4A	PB	66
2556	DOGWOOD MOUNTAIN SUB, MOUNT DORA	PB	25
3759	VERANDA SUBDIVISION	PB	51
3605	OAKES SUBDIVISION	PB	47
2651	SUNSET POND	PB	26
3722	LOCH LEVEN PHASE 6, MOUNT DORA	PB	50
2652	POINT THE	PB	26
2483	SUN COUNTRY, MOUNT DORA	PB	23
2675	MISSION VILLAGE AT MOUNT DORA	PB	27
4724	LAKES OF MOUNT DORA PHASE 5B	PB	81
3957	WOLF CREEK RIDGE PHASE 1	PB	57
4675	SANDY RIDGE VILLAGE REPLAT	PB	78
3281	LOCH LEVEN PHASE 1, MOUNT DORA	PB	39
4621	LAKESIDE AT WATERMAN VILLAGE	PB	76
4750	TIMBERWALK PHASE 3	PB	82
3966	SUMMERBROOKE PHASE 1	PB	58
3270	WALMART, MOUNT DORA	PB	39
4594	TIMBERWALK PHASE 1	PB	74
605	HILLHOUSE CONDO, MOUNT DORA	CB	1
4548	DORA LANDINGS	PB	72
3923	TARGET AT MOUNT DORA	PB	56
4448	DORA PARC	PB	69
2535	LAKE DORA HARBOUR	PB	24
3583	LOCH LEVEN PHASE 3, REPLAT, MOUNT DORA	PB	46
516	EUDORA RESERVE LAND CONDOMINIUM	ORB	5742
615	BAYWOOD NORTHWEST CONDOMINIUM	CB	1
2354	BIRR PARK SUB	PB	18
4633	TIMBERWALK PHASE 2	PB	77
3384	LOCH LEVEN PHASE 2, MOUNT DORA	PB	41
4447	SUMMERVIEW AT WOLF CREEK RIDGE PHASE 2A	PB	69
4620	LAKES OF MOUNT DORA PHASE 5C	PB	76
4101	BAYWOOD FOREST	PB	62
1309	SUNSET HEIGHTS SUB, MOUNT DORA	PB	3
4467	LAKES OF MOUNT DORA PHASE 3C	PB	70
3694	SANDY RIDGE VILLAGE	PB	49
3945	LAKES OF MOUNT DORA PHASE 1	PB	57
0	OAKS AT DORA LANDINGS	PB	0
0	SEASONS AT WEKIVA RIDGE	PB	0
0	SEASONS AT WEKIVA RIDGE PHASE 2	PB	0

GISSubNumb	Orange County Subdivision Name	PlatBook	BookNumber
3565	HILLSIDE ESTATES AT STONEYBROOK HILLS	PB	108/63
8639	TERRELL TERRACE	PB	69/91
8437	STONEYBROOK HILLS UT 1	PB	62/56
8438	STONEYBROOK HILLS UT 2	PB	65/118
8439	STONEYBROOK HILLS UNIT 3	PB	102/146
8440	STONEYBROOK HILLS UNIT 3B	PB	105/78
3095	GOLFSIDE MARKETPLACE	PB	69/81
8568	TANGERINE HGTS	PB	L/63
8439	STONEYBROOK HILLS UNIT 3	PB	102/146
2790	FOOTHILLS OF MOUNT DORA PHASE 4	PB	113/147

Streets Inventory List		
ALAMEDA DEL SUR	INVESTOR RD	PROGRESS BLVD
AVINGTON RD	IXORA AVE	PURPLE HEART LN
BAKER RD	JAMES P SNELL DR	RICH DR
BAY RD	KYLEJEN LN	ROBIE AVE
BAYWOOD BLVD	LAKE CENTER DR	ROCKLAND AVE
BRISTOL LAKES RD	LAKE CENTER LOOP	ROSE LN
BRITT RD	LAKE DORA RD	ROUND LAKE RD
BROKER RIDGE RD	LAKESHORE DR	S SUNSET DR
BROWN AVE	LOCH LEVEN LN	SAND LAKE DR
BUCKTHORN TRL	LONGLEAF	SANDSPUR PT
CAMELLIA AVE	LONGSPINE TRL	SAWGRASS
CASCADING STREAM AVE	LOUISE LN	SENESE RD
CENTRAL ST	MARTIN AVE	SHADOW HARBOUR LN
CHALET DR	MCDONALD TER	SMITH AVE
CHANNELL DR	MICHIGAN AVE	SORRENTO AVE
CHESTNUT DR	MOUNTIS LN	SOUTH CORONADO DR
CIRCLE DR	MT MITCHELL DR	SPORTS LOOP
CLOSE CT	MYRTLE LEAF TRL	SR 44
CODDING PL	N HWY 19A	SR 46
CORONADO SOMERSET DR	N WARDELL ST	SUCCESS DR
CREST AVE	NAVAL AVE	SUNSET BLVD
DAHOON TRL	NILES AVE	THRILL HILL RD
DIVISION ST	NILES RD	TIMBERLAKE DR
DODSON CUTOFF	OAKLAND DR	US HWY 441
DORA WAY	OAKLAND LN	VINE ST
EAST CROOKED LAKE DR	OAKSHADE DR	W 4TH AVE
EMERSON AVE	OLD US HWY 441	WASHINGTON BLVD
EUDORA RD	OVERLOOK DR	WATERFALL CT
EUSTIS RD	PALMETTO PATCH	WENDELL LN
FOURNIER AVE	PEACEFUL RIVER DR	WEST MAIN ST
FUTURE FARM DR	PECKHAM AVE	WHITMAN PL
GARDENIA AVE	PERKINS AVE	WILSON AVE
GEORGE ST	PINE AVE	WOLF BRANCH RD
HIBISCUS AVE	PLYMOUTH AVE	WOODS N WATER DR
HIGHLAND PARK BLVD	POND PINE	YORK LN
HOLLY DR	POND RD	
INDIAN CREEK TRL	PRIVATE DR	



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Authorization for the Mayor to Execute a Deed on Behalf of the City of Mount Dora for Portion of Limit Avenue

Introduction:

This is a request for City Council to authorize the Mayor to execute a Deed on behalf of the City of Mount Dora for a Portion of Limit Avenue

Discussion:

Limit Avenue roadway from Donnelly Street to U.S. Hwy. 441 is under Lake County jurisdiction for access management. As a requirement for the access drive (ingress/egress) permit issued by Lake County for the new Public Works Facility, a portion (15 feet by 545 feet) is required to be deeded to Lake County for the Limit Avenue right-of-way. This is a normal procedure for all landowners along Limit Avenue. The additional roadway dedication to the County is a condition of the access permit and completes this requirement.

This action does not contemplate any ownership transfers from County to City. As those aspects could be future discussions.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the deed.

Strategic Impact:

Objective 1.3. Attract new commercial businesses/residential development
Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council to approve the Deed for frontage roadway from the City to Lake County and authorize the Mayor to execute the deed and easement documents on behalf of the City.

Attachment(s):

1. Attachment 1 Site Plan (Informational)
2. Attachment 2 Limit Avenue Area Plan to be Deeded (Informational)
3. Limit Avenue QC Deed

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Steve Langley, Electric Utility Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

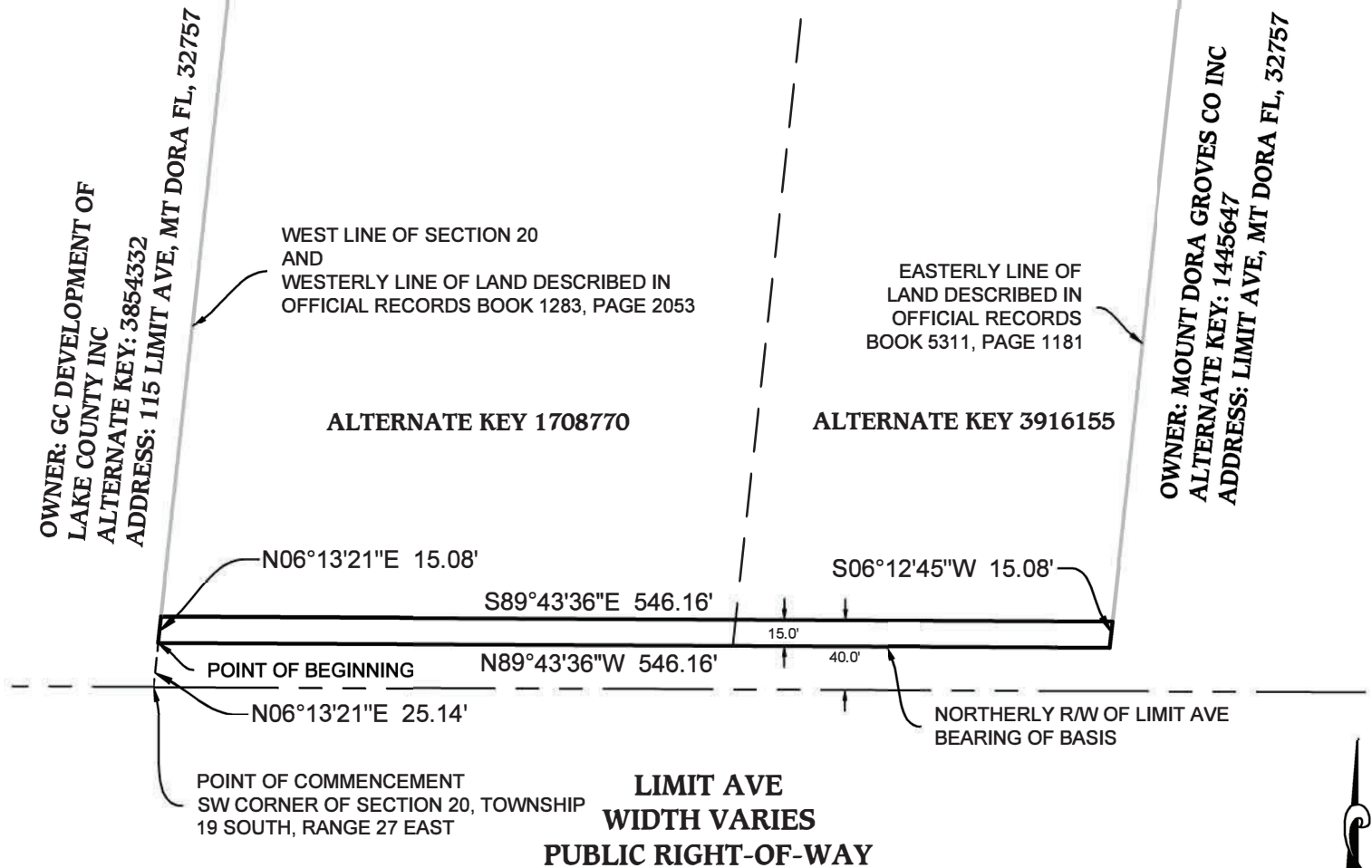
Approved - 5/21/2024
Approved - 6/7/2024
Approved - 6/7/2024
Final Approval - 6/7/2024

A portion of those pieces of land described in Official Records Book 1283, Page 2053, and Official Records Book 5311, Page 1181, of the Public Records of Lake County, Florida, said parcel lying in Section 20, Township 19 South, Range 27 East, City of Mount Dora, Lake County, Florida; being more particularly described as follows:

Commence at the Southwest corner of Section 20, Township 19 South, Range 27 East, City of Mount Dora, Lake County, Florida; Thence Run N06°13'21"E along the west line of said Section 20, a distance of 25.14 feet to a point on the northerly Right-of-Way line of Limit Avenue, as described in Official Records Book 1283, Page 2053, and Official Records Book 5311, Page 1181, of the Public Records of Lake County, Florida, and to a point on the westerly line of the lands described in said Official Records Book 1283, Page 2053 and the Point of Beginning;

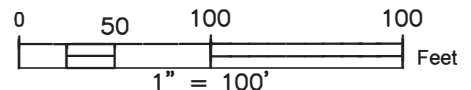
Thence departing said Right-of-Way line, continue N06°13'21"E along the aforesaid west line of aforesaid Section 20 and westerly line of the described lands, a distance of 15.08 feet; Thence departing said westerly line and said west line of Section 20, Run S89°43'36"E parallel to the aforesaid northerly Right-of-Way line of Limit Avenue, a distance of 546.15 feet to a point on the easterly line of the lands described in aforesaid Official Records Book 5311, Page 1181; Thence run S06°12'45"W along said easterly line, a distance of 15.08 feet to a point on the aforesaid northerly Right-of-Way line of Limit Avenue; Thence run N89°43'36"W along aforesaid Right-of-Way Line, a distance of 546.16 feet to the Point of Beginning.

Containing 8,192 Square Feet or 0.19 Acres, more or less.



NOTES

1. This is a not a Boundary Survey.
2. Copyright © 2023 by Macgillivray & Company Surveyors & Mappers.
3. The bearings shown upon this survey are based on the Northerly right-of-way line of Limit Ave as being N89°43'36"W (assumed).
4. All distances shown hereon are in U.S. Survey Feet.



A PORTION OF OFFICIAL RECORDS BOOK 1283,
PAGE 2053, AND OFFICIAL RECORDS BOOK 5311,
PAGE 1181,
LIMIT AVENUE
MOUNT DORA, FLORIDA

ALTERNATE KEY: 1708770
AND
ALTERNATE KEY: 3916155

PROJECT No.	M06-034	DRAWN DATE	12/26/2023
SURVEY BY	NA	REVIEWED BY	DOC
SURVEY DATE	NA	APPROVED BY	DOC
DRAWN BY	KRS	CLIENT FILE No.	NA

No.	DATE	BY	DESCRIPTION
1	1/3/24	KRS	REVISED WIDTH

SURVEYOR'S CERTIFICATION

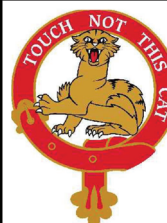
I HEREBY CERTIFY THAT THIS SURVEY REPRESENTED
HEREON IS TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE, INFORMATION, AND BELIEF. IT HAS BEEN
PREPARED IN ACCORDANCE WITH THE STANDARDS SET
FORTH IN CHAPTER 5J-17 OF THE FLORIDA
ADMINISTRATIVE CODE, AS QUANTIFIED TO CHAPTERS 177
AND 472 OF THE FLORIDA STATUTES.

License Number
LS6878
STATE OF FLORIDA
DOLLY C. W. WILE
Surveyor

June 18, 2024 City Council Regular Session Agenda Packet, PSM LS# 6878

THIS SURVEY MAP AND/OR REPORT IS NOT VALID WITHOUT THE
SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE ABOVE.

CERTIFIED TO:
CITY OF MOUNT DORA



MacGillivray & Co
Surveyors & Mappers, LLC

PO Box 390934
Deltona, FL 32739-0934
407-790-4307
www.macgillivray-surveying.com
Licensed Business No. 8445

20-19-27-0003-000-01100; 06200
Limit Avenue (#4577}
Mount Dora Public Works Facility - DR

This instrument prepared by:
Cary M. Melvin, PSM
P.O. Box 7800, Tavares, FL 32778

Return to:
Lake County Public Works Dept. - R/W
P.O. Box 7800, Tavares, FL 32778

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this _____ day of June, 2024, between CITY OF MOUNT DORA, a Florida municipal corporation, whose address is 510 North Baker Street, Mount Dora, Florida 32757, hereinafter referred to as "Grantor," and Lake County, a political subdivision of the State of Florida, P.O. Box 7800, Tavares, Florida 32778-7800, hereinafter referred to as "Grantee".

WITNESSETH, that Grantor, for and in consideration, of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, has granted, bargained, sold, and conveyed to Lake County, its successors and assigns, the following described land, situate, lying, and being in Lake County, Florida:

AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

[REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor has executed this instrument in the manner provided by law, on the day and year first above written, Signed, Sealed, and Delivered in our presence as witnesses:

Grantor: **City of Mount Dora, a Florida municipal corporation**

Signed sealed and delivered in the Presence of:

By: _____
Crissy Stile, Mayor

Witness #1 Signature

Witness #1 Name Printed

ATTEST:

Witness #1 Address Line 1

Jeanann Hand, City Clerk

Witness # 1 Address Line 2

Witness #2 Signature

Witness #2 Name Printed

Witness #2 Address Line 1

Witness # 2 Address Line 2

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of June, 2024, by Crissy Stile as Mayor of the City of Mount Dora, Florida.

Print Name:

Notary Public

My Commission Expires: _____

Commission Number: _____



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of City of Mount Dora Purchasing Policy Waiver for the Yardly at the Mount Dora Groves Electric Infrastructure.

Introduction:

This is a request for City Council to approve a Purchasing Policy waiver for the Yardly at the Mount Dora Groves Electric Infrastructure.

Discussion:

The City's Purchasing Policy Section 3.9-3 Developer Reimbursed Procurement authorizes the City Manager to permit purchases of project materials under \$250,000 that are reimbursed by a private developer.

Given the current economic environment of high inflation, Yardly, a private developer-reimbursed project, will exceed the \$250,000 threshold requirement. The Electric department has prepared engineering design and cost estimate for the underground power distribution. (see Attachment 1) The project estimate totals \$842,518.70 with approximately \$330,000 in materials.

With supply chain disruptions and anticipated long lead times, materials for this project must be ordered in advance to prevent project delays. Therefore, City Council approval is requested to waive the \$250,000 threshold requirement of the Purchasing Policy and authorize the City Manager to permit purchases of materials for the Yardly development.

Budget Impact:

This is a private developer reimbursed project, therefore there is no impact on the City's budget.

Strategic Impact:

N/A

Recommendation:

City Council to approve a waiver of the \$250,000 threshold requirement of the Purchasing Policy and authorize the City Manager to permit purchases of materials for the Yardly at the Mount Dora Groves project.

Attachment(s):

1. Attachment 1 - Design & Electric Cost Estimate

Prepared by: Wayne Zimmerman, Deputy Electric Utility Director

Reviewed by: Steve Langley, Electric Utility Director
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/11/2024

Approved - 6/11/2024

Final Approval - 6/11/2024

ATTACHMENT #1

PROJECT COST ESTIMATE AND INVOICE

Project Name: Yardley at Mount Dora Groves
Address: North Grandview Street



Page	Description	Date
1	Summary of Project Expense	5/14/2024
2	Construction Estimate for Electric Utility Service	Prepared By: Sterling Bagwell
	Roadway Street Lighting - NA	Reviewed: Wayne Zimmerman
	Construction Site Temporary Power - NA	
3	Invoice - Attached	

SITE DEVELOPMENT UTILITY POWER: This project estimate provides Underground Electric Distribution facilities for the Yardley. All materials, labor and contract services are included in this pricing. As requested an estimate of costs was prepared with the option of temporary construction power. Two invoices are attached, upon payment of the materials invoice, materials will be ordered with an approximate lead time of up to 9 months. Prior to commencing construction the second invoice for project labor shall be paid.

Materials	\$327,875.90	
Equipment	\$99,674.40	
Labor	\$124,340.40	
Contractor	\$290,628.00	
	Sub-Total	\$842,518.70

ROADWAY STREET LIGHTING: City Roadway lighting does not apply to this project. However the proposed lighting design, shall be submitted to the City planning department.

Materials	\$0.00	
Equipment	\$0.00	
Labor	\$0.00	
Contractor	\$0.00	
	Sub-Total	\$0.00

CONSTRUCTION POWER: Temporary construction power has not been elected in this project scope.

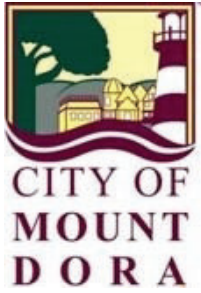
Materials	\$0.00	
Equipment	\$0.00	
Labor	\$0.00	
Contractor	\$0.00	
	Sub-Total	

TOTAL PROJECT COSTS \$842,518.70

Notes:
 Payment #1 Materials - \$618,503.90
 Payment #2 Labor+Equipment - \$224,014.80
 Materials will not be ordered until payment received.
 Material Lead times are up to 54 weeks.
 Price subject to change after 90 days from the above date.

CITY OF
MOUNT
DORA

Sterling Bagweel



ATTACHMENT #1 CITY OF MOUNT DORA

510 NORTH BAKER STREET
MOUNT DORA, FL 32757
PHONE: 352-735-7117
PHONE: 352-735-1406

INVOICE

Customer #: BTR LAND DEVELOPME
Invoice Number: 0000011021
Service Date: 05/14/2024
Invoice Date: 05/14/2024
Terms: NET 30
Due Date: 06/13/2024
Balance Due: **\$842518.70**

BTR LAND DEVELOPMENT
EDWARD LEFETRA

NOTES: COSTS FOR ELECTRIC UTILITY SERVICES FOR YARDLEY AT MOUNT DORA GROVES

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1.000	MATERIALS	327,875.90	\$327875.90
1.000	EQUIPMENT	99,674.40	\$99674.40
1.000	LABOR	124,340.40	\$124340.40
1.000	CITY SUBCONTRACTOR	290,628.00	\$290628.00

PLEASE MAKE CHECKS PAYABLE TO: CITY OF MOUNT DORA

Total Invoice: \$842518.70
Credits Applied: \$0.00
Payments Applied: \$0.00
Invoice Balance: **\$842518.70**

Please keep top portion for your records
Please detach bottom portion and return with payment

REMIT PAYMENT TO:
CITY OF MOUNT DORA
FINANCE DEPARTMENT
510 N.BAKER ST
MOUNT DORA, FL 32757

CUSTOMER:
BTR LAND DEVELOPMENT

REMITTANCE

Customer ID: BTR LAND DEVELOPME
Invoice Number: 0000011021
Service Date: 05/14/2024
Invoice Date: 05/14/2024
Terms: NET 30
Due Date: 06/13/2024
Balance Due: **\$842518.70**

Make Checks Payable to: CITY OF MOUNT DORA



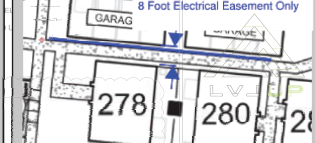
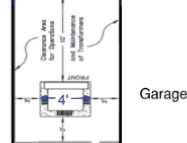
City of Mount Dora
Electric Utility Easement
Requirements

1.1 Transformer Clearances (General Areas)

- Front – 10 feet minimum
- Rear and Sides - 3 feet minimum



Diagram showing a rectangular area with a width of 10' and a height of 10'.



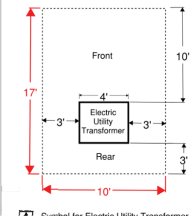
WWW.LEVELUPFLORIDA.COM



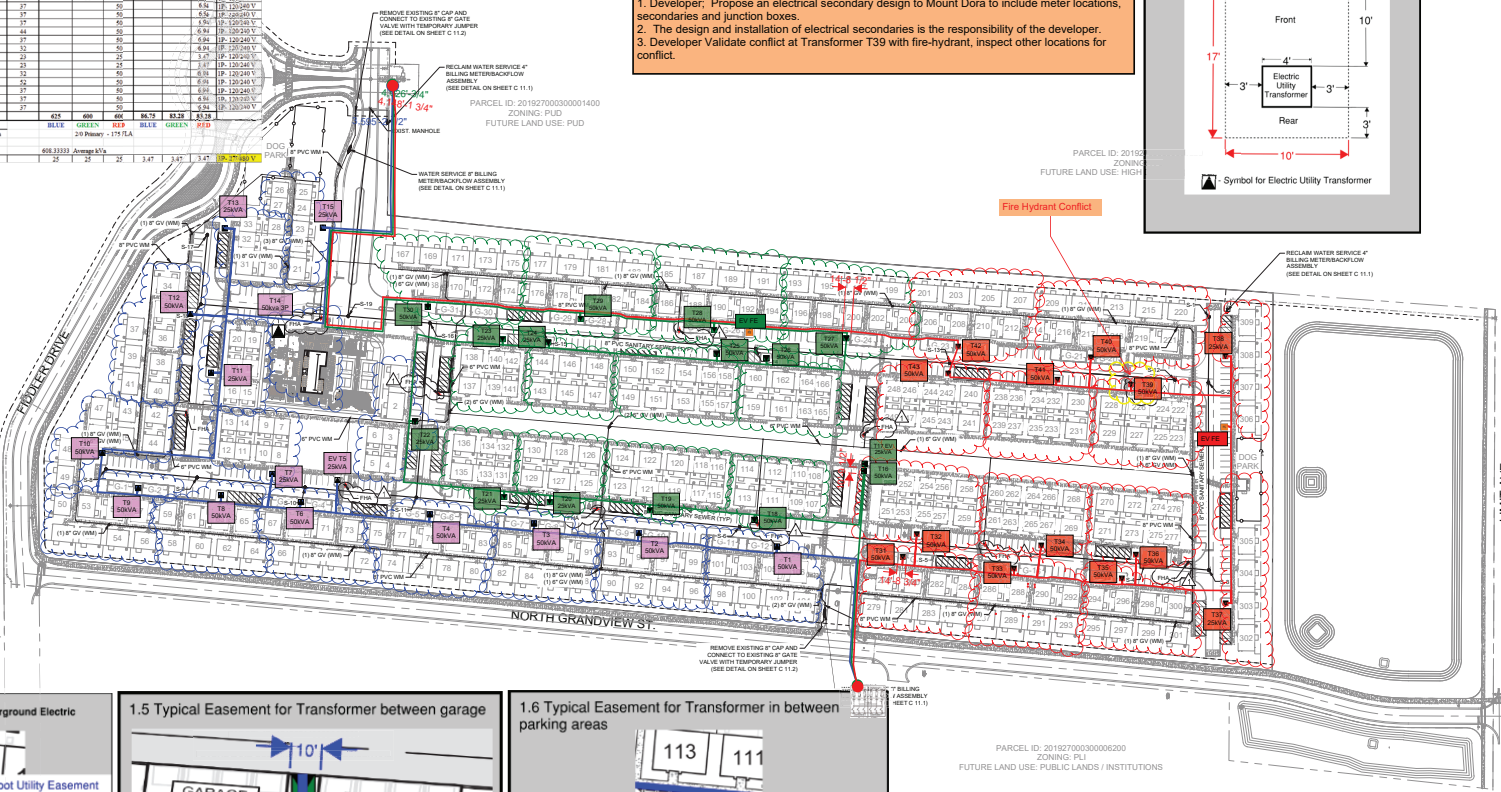
5/14/2024

1. Material estimate updated 5/14/24

1. Developer; Propose an electrical secondary design to Mount Dora to include meter locations, secondaries and junction boxes.
2. The design and installation of electrical secondaries is the responsibility of the developer.
3. Developer Validate conflict at Transformer T39 with fire-hydrant, inspect other locations for conflict.



 - Symbol for Electric Utility Transformer



Fire Hydrant Conflict

PARCEL ID:
Z:
FUTURE LAND USE:

RECLAIM WATER SERVICE 4"
BILLING METER/BACKFLOW
ASSEMBLY
(SEE DETAIL ON SHEET C 11.1)

LIMIT AVE.

YARDLY
MOUNT DORA GROVES

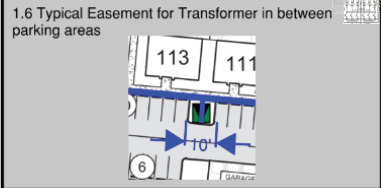
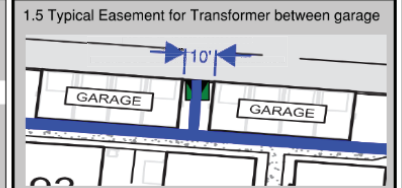
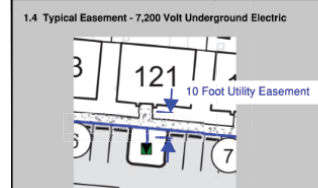
CLIENT: TM BTR OF FLORIDA, LLC

MASTER UTILITY PLAN

Engineering Business Certificate of Authorization No. 32771
Florida Certificate of Authorization No. LC26090638

BRANDON D. MACHIELA
FLORIDA LICENSED PROFESSIONAL ENGINEER
REGISTRATION NUMBER 90686

PROJECT No.	148-01-01
SHEET	C 8.0

[illegible]

Yardley Electric Design Rev 3 .pdf

Zimmerman 5/14/2024

MOUNT DORA GROVES PRIMARY CABLE ESTIMATE	

[illegible]



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Agreement with BIOREM Environmental, (US) Ltd. and the Task Authorization with BIOREM to add a Pre-treatment Biological Trickling Filter at Wastewater Treatment Plant No. 2

Introduction:

This is a request for Council to approve the agreement with BIOREM Environmental (US) Ltd., and the task authorization for BIOREM to install a pre-treatment biological trickling filter at Wastewater Treatment Plant No. 2 (WWTP#2).

Discussion:

The treatment filter augments the existing filter and is designed to provide improved odor control at the plant. This project enhances the effectiveness of the current biological treatment filter located at WWTP#2. Odor emissions data collected at the WWTP#2 fence line indicate the need for enhanced odor reduction. This indicates that the current bio-trickling filter system needs augmentation. The additional bio-trickling filter unit is designed to reduce hydrogen sulfide emissions by 99 percent of the influent concentration. Combined with the refurbished existing unit that remains, our expectation is that we will have the capacity to reduce hydrogen sulfide emission to virtually zero under most conditions.

Budget Impact:

There are funds in the Budget Account Number 425-5555-580.63-01 WW2120 to cover the \$232,000 project amount.

Strategic Impact:

Object 2.4 Sustain City Infrastructure

Recommendation:

Council to approve the agreement with BIOREM Environmental, (US) Ltd. and the Task Authorization with BIOREM to add a Pre-treatment Biological Trickling Filter at Wastewater Treatment Plant No. 2

Attachment(s):

1. TA_BIOREM_sig
2. Biorem signed agreement

Prepared by: Bill Mitchell, City Engineer
Reviewed by: Rita Meade, Finance Director
Matthew Dodson, Budget Officer
GEORGE MAREK, Public Works Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/28/2024
Approved - 5/28/2024
Approved - 6/4/2024
Approved - 6/10/2024
Approved - 6/10/2024
Final Approval - 6/10/2024

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between (Contractor) BIOREM Environmental (US) Ltd. and the City of Mount Dora, single source procurement, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name WWTP 2 Odor Control Augmentation
Project Amount \$ 232,000.00
Budget Account Number: 425-5555-580.63-01 WW2120
City Project Manager: Johnny Reynolds
Contractor: BIOREM Environmental (US) Ltd.
Contractor Project Manager: Gerald Mendez

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

SUMMARY OF WORK TO BE COMPLETED

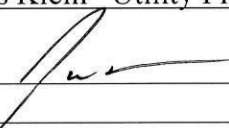
Each Task Authorization package shall include:

- Exhibit A** – Scope of Work
- Exhibit B** – Sub-Contractors
- Exhibit C** – Schedule
- Exhibit D** – Compensation

Recommended By:

Print: James Klein Utility Plants Manager

Date: 5/21/2024

Signature: 

Reviewed By:

Print: William Mitchell Utility Engineer

Date: 5/21/2024

Signature: 

CONTRACTOR ACCEPTANCE

CITY APPROVAL

Print Name:

Mike Harman

Print Name:

Signature:



Signature:

Date:

May 23, 2024

Date:

Exhibit A – Scope of Work

The scope of work is as described in the attached BIOREM Budgetary Proposal Rev 0, Mount Dora - #24-5098 dated April 1, 2024.

Exhibit B – Sub-Contractors

L-7 Construction

Exhibit C – Schedule

The schedule is as described in the attached BIOREM Budgetary Proposal Rev 0, Mount Dora - #24-5098 dated April 1, 2024.

Summary:

Submittal Schedule

4 - 6 weeks after acknowledgement of order and confirmation from BIOREM's Project Manager

Delivery Schedule

12 - 14 weeks after approved submittals

Exhibit D – Compensation

Compensation is as described in the attached BIOREM Budgetary Proposal Rev 0, Mount Dora - #24-5098 dated April 1, 2024.

Summary:



BIOREM

Mytilus Biotrickling Filters

Budgetary Proposal Rev 0

Mount Dora - #24-5098

Quotation

Item	Price
MYTILUS Biotrickling Filter and Upgrades to BF	\$ \$147,000
Turn-key Services, start-up, and testing	\$ \$85,000
Total	\$ \$232,000

Commissioning

Included

Performance Testing

Included

Freight

Delivered Duty Paid (Incoterms 2020)

Submittal Schedule

4 - 6 weeks after acknowledgement of order and confirmation from BIOREM's Project Manager

Delivery Schedule

12 - 14 weeks after approved submittals

Payment Terms

10% upon approvals, 80% upon delivery, 10% upon system commissioning

Price

All prices in US Dollars, applicable taxes are extra, prices are guaranteed for 90 days from date of quotation

Notes

Roughly \$5,000 - \$12,000 of this proposal is for contingency purposes.

Biorem will invoice the contract short if everything goes smoothly as planned during the installation and field testing portion of this project.

Budgetary Proposal

Represented By:

Project Name: Mount Dora Retrofit

BIOREM#: 24-5098

Revision: 0

Date: April 1, 2024



Gerald Mendez

☎ 813-625-3318

✉ gerald@tscjacobs.com

Sales Manager:

Mike Harman

☎ 678-697-9722

✉ mharman@biorem.biz

The BIOREM logo is centered in a large, bold, dark grey sans-serif font. A blue swoosh underline is positioned beneath the 'E'. The background features a large, colorful mosaic graphic composed of many small squares in shades of green, yellow, orange, and red, arranged in a semi-circular, sunburst-like pattern.

LEADING INNOVATION IN BIO-ENGINEERED AIR CONTROL TECHNOLOGIES



Founded in 1991, BIOREM® is a global clean technology engineering company with one objective: engineer, design, manufacture and distribute the most innovative and effective biological-based emissions abatement technologies in the world.

As a leader in emissions abatement, our engineering teams have installed more than 1,200 projects worldwide. We specialize in tackling the exceptionally difficult problems of odour, volatile organic compounds (VOCs), and hazardous air pollutants, then engineering innovative solutions for the lowest life cycle cost of any technology.

BIOREM offers a lifetime commitment that our engineered systems will solve your air emissions and odour control problems. At the core of our business strategy is to be your trusted partner.

This means you can rely on BIOREM for any project, any size, anywhere and be certain you have the best available technology and support to solve your most difficult challenges.

Engineering the Difference

Superior physical, chemical and biological solutions that effectively and reliably control air emissions require advanced engineering knowledge and expertise. This is why all BIOREM teams are multidisciplinary units comprising biological, chemical, environmental and mechanical engineers and scientists.

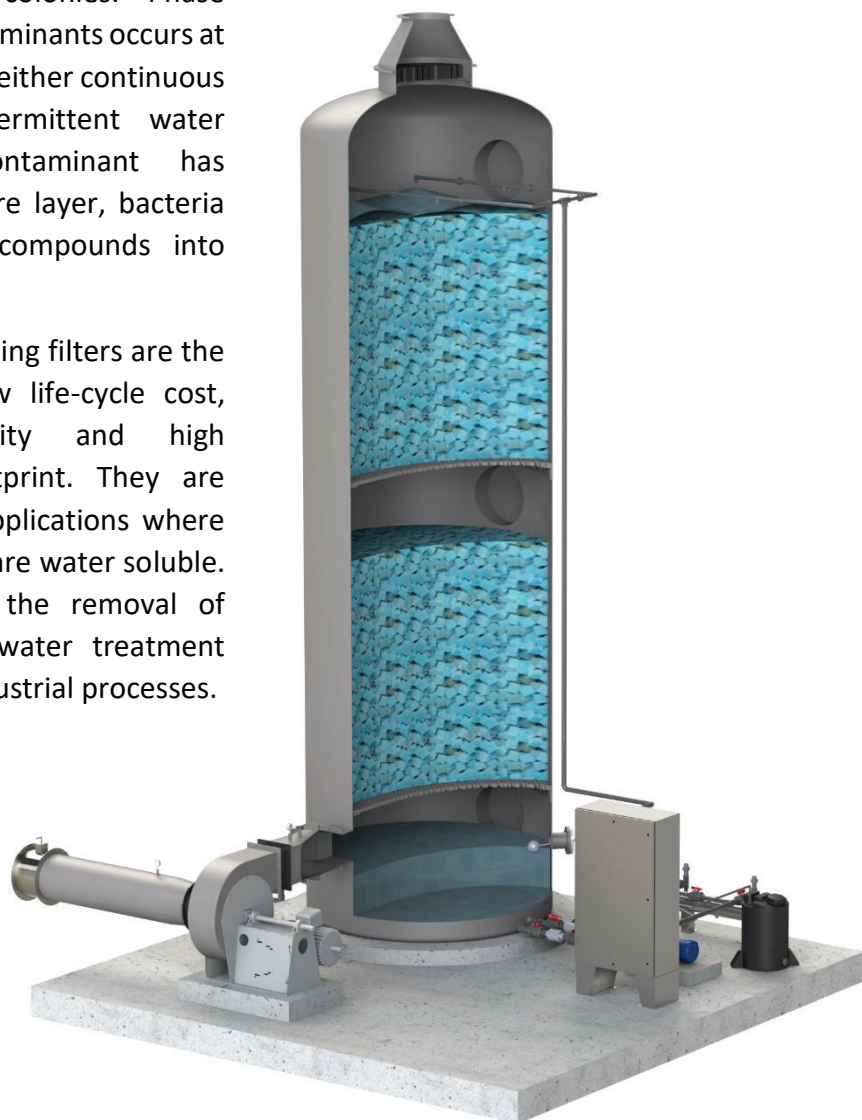
Mytilus - Biotrickling Filter

Mytilus biotrickling filters are fixed film biological reactors. A variety of microbial species are immobilized on the surface of various packings and encouraged to grow using specific air borne contaminants as their primary food source.

The Mytilus system works by conveying foul air into the biological reactor and forcing intimate contact with specially selected media holding the cultivated microbial colonies. Phase transfer of the gaseous contaminants occurs at the biofilm and is aided with either continuous recirculation fluid or intermittent water addition. Once the contaminant has transferred into the moisture layer, bacteria are able to oxidize the compounds into harmless by-products.

BIOREM engineered biotrickling filters are the perfect combination of low life-cycle cost, environmental sustainability and high efficiency in a small footprint. They are designed for a variety of applications where the air borne contaminants are water soluble. Examples of this are for the removal of hydrogen sulfide at wastewater treatment facilities or ethanol from industrial processes.

With a countless range of structured and random packed media to suit the specifics of even the most challenging of municipal or industrial problems, Mytilus biotrickling filters are used around the world. BIOREM offers state-of-the-art modular standard systems as well as fully customized rectangular, cylindrical or field-erected systems.



Revision History

Number	Description	Date	Author
0	Initial budgetary proposal	March 1, 2024	MH

Contents

Project Details 4

System Performance..... 5

Warranties 5

Scope of Supply 5

Exceptions **Error! Bookmark not defined.**

Contractor Scope of Supply **Error! Bookmark not defined.**

Quotation..... 7

Terms and Conditions 8

Project Details

Table 1 - Inlet Foul Air Quality

Process Parameter	Value
Flow Rate	250 CFM
Temperature	50 - 100 °F
Relative Humidity	>50% RH
Average H ₂ S Concentration	600 ppm
Peak H ₂ S Concentration	1200 ppm

Table 2: Overall System Configuration and Common Utilities

Design Parameter	Value
System Configuration	
Estimated Water Consumption	1400 GPD
Electrical Supply Required	460V / 3PH / 60Hz, XX amp supply

Table 3: Client Water Quality Requirements

Design Parameter	Value
pH	5 - 8
Total Suspended Solids	<5 mg/L
Hardness	<100 mg/L
BOD	<5 mg/L
Total N	<5 mg/L
Total P	<5 mg/L
Free Chlorine	<2 mg/L
Turbidity	<25 NTU
Recommended Source	Potable preferred

Table 4: Vessel Design

Design Parameter	Value
Number of Vessels	1
Vessel Dimensions	3 ft diameter : 15 ft height
Vessel Empty Weight	600 lbs each
Vessel Operating Weight	1,200 lbs each
Drain Water pH	1 - 3

System Performance

- A. When loaded up to the design flow and average H₂S concentration, the biofiltration system will achieve **99 percent** removal of H₂S or the outlet concentration levels shall be less than **0.1 ppm** H₂S.

Warranties

- A. The Manufacturer warrants that the biotrickling filter media will not degrade or decompose for a period of 10 years from the date of Substantial Completion, provided that the system is operated in accordance with the Manufacturer's printed Operation and Maintenance Manuals.
- B. All mechanical components will be warranted free of manufacturing defects for a period of 12 months from Substantial Completion, or 18 months of shipment, whichever occurs first.

Scope of Work

The scope of supply for this project is to add a pre-treatment biotrickling filter prior to the existing skid mounted biofilter. The new vessel will be placed prior to the skid near the wall of the headworks structure. The existing ductwork will be cut and rerouted to the bottom of the new biotrickling filter vessel and then from the top of the vessel back down to the fan inlet

Supplied Equipment

- (1) Biotrickling filter vessel with integral sump, media support flooring, mist eliminator and all required access hatches and nozzles. Material of construction to be UV and H₂S resistant FRP. BTF to be supplied with an aluminum skid similar and adjacent to the existing system.
- Synthetic biotrickling filter media.
- Replacement biofilter media
- (1) sch 80 PVC interconnecting ductwork between biotrickling filter and existing biofilter vessel.
- (1) Schedule 80 PVC manifold with spiral spray nozzles for optimized coverage of BTF media.
- (1) Nutrient addition system consisting of:
 - (1) Nutrient solution storage vessel.

- ii. (1) Metering pump.
 - iii. (1) Year supply of dry nutrients (10 bags of Biorem proprietary nutrient blend).
- 7. Instrumentation and fluid control valves external to waterbox:
 - i. (1) Air differential pressure indicator, across media bed (local read).
 - ii. (1) Air temperature indicator, on inlet duct to system (local read).
 - iii. (1) Lot fluid control valves and strainers.
- 8. Engineering Submittal packages.
- 9. Operation and Maintenance manuals.
- 10. Field services will consist of the following:
 - i. (1) Trip of 2 days for system commissioning and operator training.
 - ii. (1) Trip of 2 days for performance testing. Includes logging inlet and outlet H₂S concentrations for a period of 8 hours.

Installation Scope of Supply

The scope of supply for this project will be to install a pre-treatment biotrickling filter prior to the existing biofilter skid. The biotrickling filter will operate as an intermittent irrigation one through water spray.

Work included;

Place biotrickling filter skid and anchor to existing concrete.

Re-route inlet air ductwork to and from biotrickling filter vessel

Reroute liquid piping for irrigation of the biotrickling filter

Add drain line from the biotrickling filter

Remove and replace media in existing biofilter vessel

Not Included

Any required permitting

Bonding

Concrete work other than what is necessary for installation of the new equipment.

Quotation

Item	Price
MYTILUS Biotrickling Filter and Upgrades to BF	\$ \$147,000
Turn-key Services, start-up, and testing	\$ \$85,000
Total	\$ \$232,000

Commissioning	Included
Performance Testing	Included
Freight	Delivered Duty Paid (Incoterms 2020)
Submittal Schedule	4 - 6 weeks after acknowledgement of order and confirmation from BIOREM's Project Manager
Delivery Schedule	12 - 14 weeks after approved submittals
Payment Terms	10% upon approvals, 80% upon delivery, 10% upon system commissioning
Price	All prices in US Dollars, applicable taxes are extra, prices are guaranteed for 90 days from date of quotation
Notes	Roughly \$5,000 - \$12,000 of this proposal is for contingency purposes. Bioirem will invoice the contract short if everything goes smoothly as planned during the installation and field testing portion of this project.



Terms and Conditions

Pricing: Unless otherwise specified in writing by BIOREM, price does not include any taxes, excises, duties, tariffs or other governmental charges which BIOREM may be required to pay or collect under existing or future law with respect to the sale, transportation, delivery, storage, installation or use of any of the equipment sold by BIOREM.

Cancellation: Unless otherwise agreed in writing by the parties, the Buyer may not cancel the Order, except upon written notice and payment to Seller of an amount covering all costs incurred under the Order, all costs which arose out of the cancellation, and a cancellation fee of 50% of the Order Price. Materials received and Goods manufactured in part or whole under the Order prior to the time of cancellation shall be retained by and shall be property of the seller. When calculating the cancellation related costs, payments made by buyer to seller prior to cancellation shall be taken into account.

Limitation of liability: Seller's liability to the price allocable to the goods determined defective, and in no event will seller's cumulative liability be in excess of the total sales order price, whether arising under warranty, contract, negligence, strict liability, indemnification, or any other cause or combination of causes whatsoever. Seller will not be liable for any special, indirect, incidental, or consequential damages or indemnification, or any other cause or combination of causes whatsoever. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy. Buyer's remedies are specifically limited to the repair or replacement of the goods and is exclusive of all other remedies. Should these remedies be found inadequate or to have failed their essential purpose for any reason whatsoever, buyer agrees that return of the full sales order price to it by seller shall prevent remedies from failing their essential purpose and shall be considered by buyer as a fair and adequate remedy.

EXPERIENCE MATTERS

With more than 25 years of solving the most difficult air emissions challenges under adverse process conditions and intense scrutiny from customers, regulators and communities; each new project builds upon this immense knowledge base. As engineers, our goal is to continually innovate and improve so that your project benefits from the best available technology for superior results.

INTEGRITY RULES

BIOREM has established a rigorous code of ethics that upholds the highest level of ethical conduct, standards of practice and integrity pertaining to our professional duties. Anti-corruption measures are applied to all our projects from RFP through to commissioning and ongoing support.

Our partnerships with consulting engineers, contractors, municipalities, industry, suppliers and government regulators are carefully scrutinized and monitored to ensure our worldwide reputation for fair and transparent transactions is protected. We reserve the right to refuse business based on ethical considerations.

PERFORMANCE GUARANTEED

We guarantee that the performance of our products and systems will meet or exceed your expectations. From initial discussions where we learn about the problems that you need solving, through to expert assessments, precision manufacturing, timely distribution, user-friendly training and complete administrative support, we hold ourselves to the highest standards.

It is our promise to you

experience.

integrity.

performance.

BIOREM Technologies Inc.
7496 Wellington Road 34,
Puslinch, ON Canada N0B 2J0

✉ info@biorem.biz
☎ 1-800-353-2087
☎ 519-767-9100

BIOREM Environmental (US) Ltd.
100 Rawson Road, Suite 230
Victor, NY, 14564

✉ info@biorem.biz
☎ 1-800-353-2087
☎ 519-767-9100

BIOREM (Beijing) Environmental Technologies Co., Ltd.
Tsinghua Science and Technology Park
Innovation building A, Haidian District
Floor 13, Room 1301
Beijing, China 100084
☎ +86(10)6530 5080

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 BIOREM Environmental Ltd., 100 Rawson Road, Suite 230, Victor, New York 14564, hereinafter referred to as “BIOREM”.

WITNESSETH:

WHEREAS, the CITY issued a Notice of Intent to Award a Single Source Procurement, RSS# 24-PW-011, for the purchase and installation of a pre-treatment biological trickling filter at Wastewater Treatment Plant No. 2, in accordance with the applicable provisions of Chapter 287, *Florida Statutes*, and in accordance with the CITY’s Purchasing Policy Manual, Section 3.4-1(G); and

WHEREAS, BIOREM submitted Proposal #24-5098, dated April 1, 2024, for the purchase and installation of a pre-treatment biological trickling filter at Wastewater Treatment Plant No. 2 (the “Proposal”); and

WHEREAS, the CITY desires to enter into an agreement with BIOREM for the purchase and installation of the pre-treatment biological trickling filter in accordance with the Proposal.

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

SECTION 1. INCORPORATION OF DOCUMENTS.

The Proposal submitted by BIOREM is hereby specifically made part of this Agreement and attached as “Exhibit A.” In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

1. This Agreement;
2. The Proposal; and
3. The Task Authoriation.

SECTION 2. BIOREM’S DUTIES

BIOREM agrees to provide all materials and installation of a pre-treatment biological trickling filter at Wastewater Treatment Plant No. 2 as provided in the Proposal. BIOREM shall provide all materials and installation in strict accordance with the provisions contained in the Proposal. BIOREM shall perform all work detailed in the Proposal in a professional and workmanlike manner.

BIOREM shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement and the Proposal.

SECTION 3. SERVICES AND PRICING.

BIOREM will provide installation and material pricing to the CITY as set forth in the Proposal, attached as **Exhibit “A”** hereto.

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 BIOREM. All notices required and/or made pursuant to this Agreement to be given to the CITY and BIOREM shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

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

Copy to: Patrick Brackins, Esquire
 Shepard, Smith, Kohlmyer & Hand, P.A.
 2300 Maitland Center Pkwy; Suite 100
 Maitland, Florida 32751

CONTRACTOR: BIOREM Environmental Ltd.
 c/o Derek S. Webb
 100 Rawson Road, Suite 230
 Victor, New York 14564

SECTION 5. **APPLICABLE LAW, VENUE, WAIVER OF 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 exclusively lie in state or federal courts having jurisdiction in Lake County, Florida. **The parties hereby knowingly and voluntarily 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. **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 8. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 9. INDEMNIFICATION.

BIOREM agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of BIOREM, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. BIOREM 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 BIOREM, 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 10. INSURANCE.

- a. General Insurance Requirements. Within five (5) days of execution of this Agreement, BIOREM shall provide the CITY with the required Certificate(s) of Insurance in a form acceptable to the City. The Certificate(s) of Insurance shall demonstrate BIOREM has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the term of this Agreement. Should BIOREM fail to maintain insurance as required or to provide acceptable evidence of insurance within five (5) days prior to the expiration date of an insurance policy, the CITY shall have the absolute right to terminate this Agreement.
- b. Subcontractors. BIOREM and its subcontractors, if any, shall be required at their own expense to maintain in effect at all times during the performance of its work pursuant to this Agreement insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of BIOREM to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of BIOREM to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the CITY's approval of insurance coverage to be maintained by BIOREM and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by BIOREM and its subcontractors under a contract. Any insurance carried by the CITY that may be applicable shall be deemed to be excess insurance and BIOREM's insurance primary for all purposes despite any conflicting provision in BIOREM's policies to the contrary.
- c. Additional Insureds. All insurance coverages furnished under this Agreement except Workers' Compensation and Employer's Liability shall include the CITY and its

officers, elected officials, and employees as additional insureds with respect to the activities of BIOREM and its subcontractors.

- d. Waiver of Subrogation. BIOREM and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the CITY, its officers, elected officials, agents and employees.
- e. Types of Coverage to be Provided. BIOREM, and its subcontractors to the same extent and on the same terms as set forth below, shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of this Agreement.

- i. Workers' Compensation and Employer's Liability. This insurance shall protect BIOREM against all claims under applicable state workmen's compensation laws. BIOREM shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. Proof of workers' compensation coverage must be provided for all employees and sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' Compensation	Statutory
Employer's Liability	\$100,000 each occurrence

- ii. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect BIOREM and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle. The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single limit
Property damage	each occurrence

- iii. Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect BIOREM and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the CITY or others arising out of any act or omission of BIOREM or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by BIOREM under this Agreement, and "Completed Operations and Products Liability" coverage (to remain in force for two (2) years after final payment and subsequent completion of work). The liability limits shall not be less than:

Bodily injury and
Property damage

\$1,000,000 combined single
limit each occurrence

SECTION 11. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, BIOREM 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 BIOREM for a period of three years after termination or completion of the Agreement, or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the 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 BIOREM 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 12. 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
CLERK@MOUNTDORA.GOV**

- 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 BIOREM 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 BIOREMS's possession or keep and maintain the public records as required by the CITY. If BIOREM transfers all public records to the CITY upon completion of this contract, BIOREM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If BIOREM keeps and maintains public records upon completion of the contract, BIOREM 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 13. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

BIOREM 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, BIOREM 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 14. ASSIGNMENT.

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by BIOREM without the prior written consent of the CITY.

SECTION 15. SEVERABILITY.

In the event any portion of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

SECTION 16. INDEPENDENT CONTRACTOR STATUS.

BIOREM is an independent contractor and is not an employee, servant, agent, or partner of the CITY.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this __ day of _____, 2024.

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

Patrick Brackins
City Attorney

BIOREM Environmental, Ltd.

Mike Harman

Print: MIKE HARMAN

Title: SALES MANAGER

STATE OF FLORIDA

COUNTY OF Saint Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Michael Don Herman as Representative of Second Party, 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 Georgia Drivers License as identification, and who did/did not take an oath this 10th day of June, 2024.

(stamp)

Jason L Conway

NOTARY PUBLIC



Exhibit “A”
BIOREM
Budgetary Proposal #24-5098
for the
City of Mount Dora
For the Purchase and Installation of a Pre-treatment
Biological Trickling Filter at Wastewater Treatment Plant No. 2

Budgetary Proposal

Represented By:

Project Name: Mount Dora Retrofit

BIOREM#: 24-5098

Revision: 0

Date: April 1, 2024



Gerald Mendez

☎ 813-625-3318

✉ gerald@tscjacobs.com

Sales Manager:

Mike Harman

☎ 678-697-9722

✉ mharman@biorem.biz

The word "BIOREM" in a large, bold, dark grey sans-serif font. A blue swoosh underline is positioned under the "RE" portion of the word. The background features a large, colorful mosaic graphic composed of many small squares in shades of green, yellow, orange, and red, arranged in a semi-circular, sunburst-like pattern.

LEADING INNOVATION IN BIO-ENGINEERED AIR CONTROL TECHNOLOGIES



Founded in 1991, BIOREM® is a global clean technology engineering company with one objective: engineer, design, manufacture and distribute the most innovative and effective biological-based emissions abatement technologies in the world.

As a leader in emissions abatement, our engineering teams have installed more than 1,200 projects worldwide. We specialize in tackling the exceptionally difficult problems of odour, volatile organic compounds (VOCs), and hazardous air pollutants, then engineering innovative solutions for the lowest life cycle cost of any technology.

BIOREM offers a lifetime commitment that our engineered systems will solve your air emissions and odour control problems. At the core of our business strategy is to be your trusted partner.

This means you can rely on BIOREM for any project, any size, anywhere and be certain you have the best available technology and support to solve your most difficult challenges.

Engineering the Difference

Superior physical, chemical and biological solutions that effectively and reliably control air emissions require advanced engineering knowledge and expertise. This is why all BIOREM teams are multidisciplinary units comprising biological, chemical, environmental and mechanical engineers and scientists.

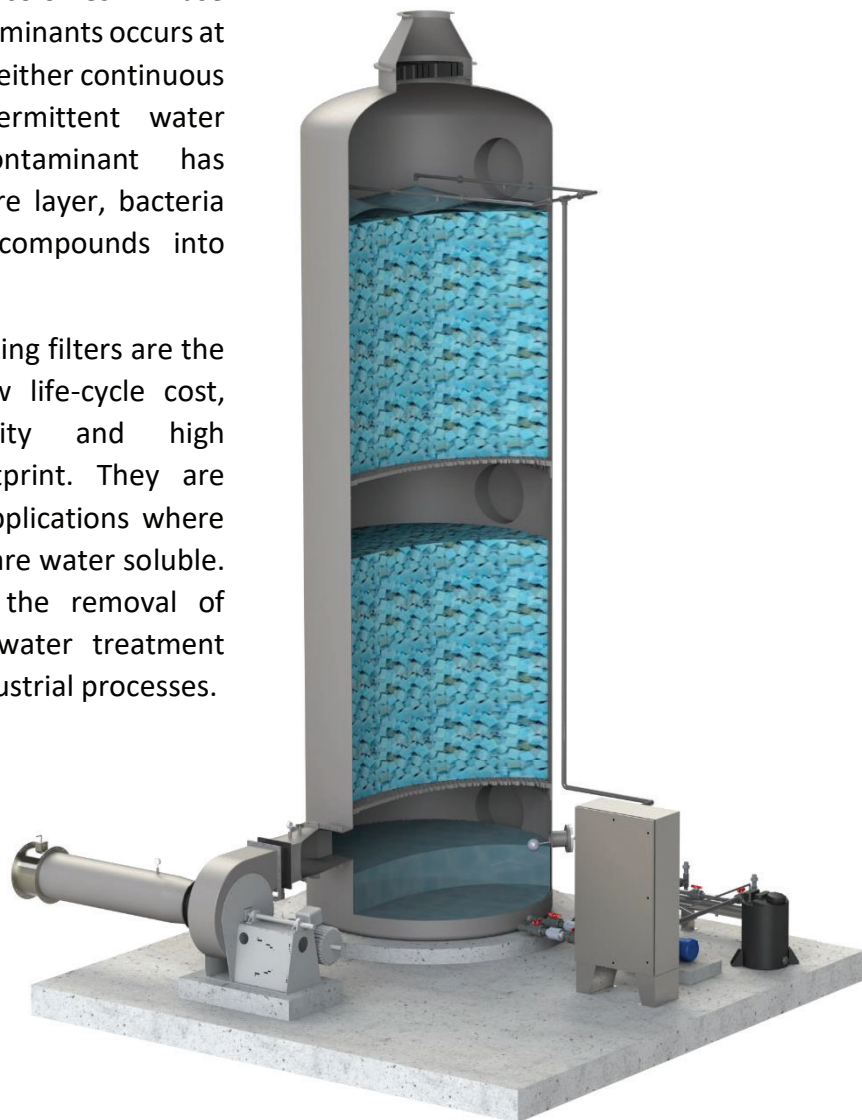
Mytilus - Biotrickling Filter

Mytilus biotrickling filters are fixed film biological reactors. A variety of microbial species are immobilized on the surface of various packings and encouraged to grow using specific air borne contaminants as their primary food source.

The Mytilus system works by conveying foul air into the biological reactor and forcing intimate contact with specially selected media holding the cultivated microbial colonies. Phase transfer of the gaseous contaminants occurs at the biofilm and is aided with either continuous recirculation fluid or intermittent water addition. Once the contaminant has transferred into the moisture layer, bacteria are able to oxidize the compounds into harmless by-products.

BIOREM engineered biotrickling filters are the perfect combination of low life-cycle cost, environmental sustainability and high efficiency in a small footprint. They are designed for a variety of applications where the air borne contaminants are water soluble. Examples of this are for the removal of hydrogen sulfide at wastewater treatment facilities or ethanol from industrial processes.

With a countless range of structured and random packed media to suit the specifics of even the most challenging of municipal or industrial problems, Mytilus biotrickling filters are used around the world. BIOREM offers state-of-the-art modular standard systems as well as fully customized rectangular, cylindrical or field-erected systems.



Revision History

Number	Description	Date	Author
0	Initial budgetary proposal	March 1, 2024	MH

Contents

Project Details	4
System Performance	5
Warranties	5
Scope of Supply	5
Exceptions	Error! Bookmark not defined.
Contractor Scope of Supply	Error! Bookmark not defined.
Quotation	7
Terms and Conditions	8

Project Details

Table 1 - Inlet Foul Air Quality

Process Parameter	Value
Flow Rate	250 CFM
Temperature	50 - 100 °F
Relative Humidity	>50% RH
Average H ₂ S Concentration	600 ppm
Peak H ₂ S Concentration	1200 ppm

Table 2: Overall System Configuration and Common Utilities

Design Parameter	Value
System Configuration	
Estimated Water Consumption	1400 GPD
Electrical Supply Required	460V / 3PH / 60Hz, XX amp supply

Table 3: Client Water Quality Requirements

Design Parameter	Value
pH	5 - 8
Total Suspended Solids	<5 mg/L
Hardness	<100 mg/L
BOD	<5 mg/L
Total N	<5 mg/L
Total P	<5 mg/L
Free Chlorine	<2 mg/L
Turbidity	<25 NTU
Recommended Source	Potable preferred

Table 4: Vessel Design

Design Parameter	Value
Number of Vessels	1
Vessel Dimensions	3 ft diameter : 15 ft height
Vessel Empty Weight	600 lbs each
Vessel Operating Weight	1,200 lbs each
Drain Water pH	1 - 3

System Performance

- A. When loaded up to the design flow and average H₂S concentration, the biofiltration system will achieve **99 percent** removal of H₂S or the outlet concentration levels shall be less than **0.1 ppm** H₂S.

Warranties

- A. The Manufacturer warrants that the biotrickling filter media will not degrade or decompose for a period of 10 years from the date of Substantial Completion, provided that the system is operated in accordance with the Manufacturer's printed Operation and Maintenance Manuals.
- B. All mechanical components will be warranted free of manufacturing defects for a period of 12 months from Substantial Completion, or 18 months of shipment, whichever occurs first.

Scope of Work

The scope of supply for this project is to add a pre-treatment biotrickling filter prior to the existing skid mounted biofilter. The new vessel will be placed prior to the skid near the wall of the headworks structure. The existing ductwork will be cut and rerouted to the bottom of the new biotrickling filter vessel and then from the top of the vessel back down to the fan inlet

Supplied Equipment

- (1) Biotrickling filter vessel with integral sump, media support flooring, mist eliminator and all required access hatches and nozzles. Material of construction to be UV and H₂S resistant FRP. BTF to be supplied with an aluminum skid similar and adjacent to the existing system.
- Synthetic biotrickling filter media.
- Replacement biofilter media
- (1) sch 80 PVC interconnecting ductwork between biotrickling filter and existing biofilter vessel.
- (1) Schedule 80 PVC manifold with spiral spray nozzles for optimized coverage of BTF media.
- (1) Nutrient addition system consisting of:
 - (1) Nutrient solution storage vessel.

- ii. (1) Metering pump.
 - iii. (1) Year supply of dry nutrients (10 bags of Biorem proprietary nutrient blend).
- 7. Instrumentation and fluid control valves external to waterbox:
 - i. (1) Air differential pressure indicator, across media bed (local read).
 - ii. (1) Air temperature indicator, on inlet duct to system (local read).
 - iii. (1) Lot fluid control valves and strainers.
- 8. Engineering Submittal packages.
- 9. Operation and Maintenance manuals.
- 10. Field services will consist of the following:
 - i. (1) Trip of 2 days for system commissioning and operator training.
 - ii. (1) Trip of 2 days for performance testing. Includes logging inlet and outlet H₂S concentrations for a period of 8 hours.

Installation Scope of Supply

The scope of supply for this project will be to install a pre-treatment biotrickling filter prior to the existing biofilter skid. The biotrickling filter will operate as an intermittent irrigation one through water spray.

Work included;

Place biotrickling filter skid and anchor to existing concrete.

Re-route inlet air ductwork to and from biotrickling filter vessel

Reroute liquid piping for irrigation of the biotrickling filter

Add drain line from the biotrickling filter

Remove and replace media in existing biofilter vessel

Not Included

Any required permitting

Bonding

Concrete work other than what is necessary for installation of the new equipment.

Quotation

Item	Price
MYTILUS Biotrickling Filter and Upgrades to BF	\$ \$147,000
Turn-key Services, start-up, and testing	\$ \$85,000
Total	\$ \$232,000

Commissioning	Included
Performance Testing	Included
Freight	Delivered Duty Paid (Incoterms 2020)
Submittal Schedule	4 - 6 weeks after acknowledgement of order and confirmation from BIOREM's Project Manager
Delivery Schedule	12 - 14 weeks after approved submittals
Payment Terms	10% upon approvals, 80% upon delivery, 10% upon system commissioning
Price	All prices in US Dollars, applicable taxes are extra, prices are guaranteed for 90 days from date of quotation
Notes	Roughly \$5,000 - \$12,000 of this proposal is for contingency purposes. Bioirem will invoice the contract short if everything goes smoothly as planned during the installation and field testing portion of this project.

BIOREM

Terms and Conditions

Pricing: Unless otherwise specified in writing by BIOREM, price does not include any taxes, excises, duties, tariffs or other governmental charges which BIOREM may be required to pay or collect under existing or future law with respect to the sale, transportation, delivery, storage, installation or use of any of the equipment sold by BIOREM.

Cancellation: Unless otherwise agreed in writing by the parties, the Buyer may not cancel the Order, except upon written notice and payment to Seller of an amount covering all costs incurred under the Order, all costs which arose out of the cancellation, and a cancellation fee of 50% of the Order Price. Materials received and Goods manufactured in part or whole under the Order prior to the time of cancellation shall be retained by and shall be property of the seller. When calculating the cancellation related costs, payments made by buyer to seller prior to cancellation shall be taken into account.

Limitation of liability: Seller's liability to the price allocable to the goods determined defective, and in no event will seller's cumulative liability be in excess of the total sales order price, whether arising under warranty, contract, negligence, strict liability, indemnification, or any other cause or combination of causes whatsoever. Seller will not be liable for any special, indirect, incidental, or consequential damages or indemnification, or any other cause or combination of causes whatsoever. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy. Buyer's remedies are specifically limited to the repair or replacement of the goods and is exclusive of all other remedies. Should these remedies be found inadequate or to have failed their essential purpose for any reason whatsoever, buyer agrees that return of the full sales order price to it by seller shall prevent remedies from failing their essential purpose and shall be considered by buyer as a fair and adequate remedy.

OUR PROMISE TO YOU

EXPERIENCE MATTERS

With more than 25 years of solving the most difficult air emissions challenges under adverse process conditions and intense scrutiny from customers, regulators and communities; each new project builds upon this immense knowledge base. As engineers, our goal is to continually innovate and improve so that your project benefits from the best available technology for superior results.

INTEGRITY RULES

BIOREM has established a rigorous code of ethics that upholds the highest level of ethical conduct, standards of practice and integrity pertaining to our professional duties. Anti-corruption measures are applied to all our projects from RFP through to commissioning and ongoing support.

Our partnerships with consulting engineers, contractors, municipalities, industry, suppliers and government regulators are carefully scrutinized and monitored to ensure our worldwide reputation for fair and transparent transactions is protected. We reserve the right to refuse business based on ethical considerations.

PERFORMANCE GUARANTEED

We guarantee that the performance of our products and systems will meet or exceed your expectations. From initial discussions where we learn about the problems that you need solving, through to expert assessments, precision manufacturing, timely distribution, user-friendly training and complete administrative support, we hold ourselves to the highest standards.

It is our promise to you

experience.

integrity.

performance.

BIOREM Technologies Inc.
7496 Wellington Road 34,
Puslinch, ON Canada N0B 2J0

✉ info@biorem.biz
☎ 1-800-353-2087
☎ 519-767-9100

BIOREM Environmental (US) Ltd.
100 Rawson Road, Suite 230
Victor, NY, 14564

✉ info@biorem.biz
☎ 1-800-353-2087
☎ 519-767-9100

BIOREM (Beijing) Environmental Technologies Co., Ltd.
Tsinghua Science and Technology Park
Innovation building A, Haidian District
Floor 13, Room 1301
Beijing, China 100084
☎ +86(10)6530 5080



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request approval of a Piggyback Agreement with HydroCorp, Inc. to Provide Management Services for Mount Dora's Cross Connection Control Program, and Inspect and Maintain Backflow Preventers on the City's Water System.

Introduction:

This is a request for Council to approve a piggyback agreement with HydroCorp, Inc. to provide management services for Mount Dora's Cross Connection Control Program, and inspect and maintain backflow preventers on the City's water utility system.

Discussion:

The Florida Department of Environmental Protection (FDEP) requires that a cross connection control program be implemented to ensure safe drinking water for public use and groundwater quality protection. The City's Cross Connection Control Program is designed to prevent contamination of the City's potable water system by unauthorized connections with non-potable water systems. We do this by making sure that all backflow preventers are in proper working order and in compliance with the state's mandate.

Backflow preventers are devices that resist reversal of water flow direction at the water service connection point. Without a backflow presenter, pressure drops in the water supply main could draw unclean water into the City's water distribution system from customer-maintained plumbing systems, with undesirable consequences.

Budget Impact:

There is no budget impact for approval of the piggyback agreement at this time. Cross Connection Control Program activity will resume after adoption of the Fiscal Year 24/25 budget for this item in October.

Strategic Impact:

Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approval of a piggyback agreement with HydroCorp, Inc. to provide management services for Mount Dora's Cross Connection Control Program, and inspect and maintain backflow preventers on the City's water utility system.

Attachment(s):

1. Hydrocorp Agreement

Prepared by: GEORGE MAREK, Public Works Director

Reviewed by: Bill Mitchell, City Engineer
Matthew Dodson, Budget Officer
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/29/2024

Approved - 5/29/2024

Approved - 6/11/2024

Approved - 6/11/2024

Final Approval - 6/11/2024

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 FLORIDA HYDROCORP, INC., a Florida corporation, with its principal address located at 3275 Villa Espana Trail, Melbourne, FL 32935, hereinafter referred to as the “CONTRACTOR.”

***Note: CONTRACTOR’s principal address is temporary. CONTRACTOR’s preferred address at the time of this writing is 5700 Crooks Road, Troy, MI 48098.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest utilize that Inspect and Maintain Backflow Preventers Contract #BPW2336MM between the City of Cape Coral, Florida, and the CONTRACTOR (“Underlying Contract”), dated May 19, 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 the City of Cape Coral, Florida; 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 extend from the date of execution for five (5) years and may be renewed for two (2) additional, one-year periods upon written mutual agreement by the CITY and the CONTRACTOR. This Agreement may be terminated at any time given at least thirty (30) days written notice to the other party.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and general pricing to the CITY as set forth in the Exhibit “A” attached hereto, which consists of the Underlying Contract and its exhibits. The CONTRACTOR will provide said services for the costs breakdown attached as Exhibit “B” hereto, which contains the same pricing as the Underlying Contract but is specific to the quantities needed for the CITY.

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the

CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

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

Copy to: Patrick Brackins, Esquire
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Pkwy; Suite 100
Maitland, Florida 32751

CONTRACTOR: Florida Hydrocorp, Inc.
Attn: Mark L. Martin
5700 Crooks Road
Troy, MI 48098

SECTION 5. APPLICABLE LAW, VENUE, WAIVER OF 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 of B 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
CLERK@MOUNTDORA.GOV**

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

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

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this __ day of _____, 2024.

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

Patrick Brackins
City Attorney

FLORIDA HYDROCORP, INC.

Mark Martin

Print: Mark Martin

Title: CEO

STATE OF MICHIGAN

COUNTY OF Oakland

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Mark Martin, as CEO of HydroCorp, 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 drivers license as identification, and who did/did not take an oath this 1st day of May, 2024.

(stamp)

Karen Lynn Hanson
NOTARY PUBLIC

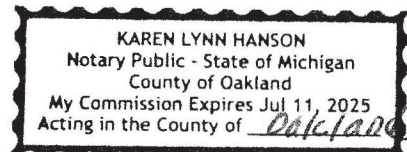


Exhibit “A”
Cooperative Contract between the
City of Cape Coral, Florida, and
Florida Hydrocorp, Inc.

City of Cape Coral
Inspect and Maintain Backflow Preventers
Contract #: BPW2336MM

THIS CONTRACT is made this 19th day of MAY, 2023 by and between the **CITY OF CAPE CORAL, FLORIDA**, hereinafter called "**CITY**", and **FLORIDA HYDROCORP, INC.**, doing business as a corporation located at 33-C Suntree Place, Melbourne, FL 32940, hereinafter called "**CONTRACTOR**".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will commence and complete the Inspection and Maintenance of Backflow Preventers at the City of Cape Coral's properties in accordance with the Contract Documents.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents.
3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS as stipulated in the written NOTICE TO PROCEED.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the prices and labor rates listed on the CONTRACTOR'S Official Bid Proposal Form during the term of the contract more specifically EXHIBIT A, attached as submitted

The term of the contract to be awarded as a result of this bid shall be for **five** years starting on the effective date, and may be renewed for **two** additional, one-year periods upon mutual agreement by the City and the Contractor.

5. This agreement may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this agreement. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this agreement, whether completed or in progress.
6. The Term "Contract Documents" shall include this Contract, addenda, Contractor's Bid except when it conflicts with any other contractual provision, the Notice to Proceed, the Bonds, the Bid Package prepared and issued by the CITY, the General Conditions, the Specifications and Drawings, any Special Conditions, together with all Written Amendments, Change Orders, Work Change Directives or Field Orders. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.
7. **Assignment:** This agreement may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
8. **Disclosure:** The CONTRACTOR warrants that it 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 it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the agreement.
9. **Administration of Agreement:** The Department Director or their representative shall administer this agreement for the CITY.
10. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth

City of Cape Coral
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Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible to pay for its own reasonable costs and attorney's fees.

11. **Amendments:** No Amendments or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.
12. **Payment Procedures:** CITY shall make payment and Contractor(s) shall be in receipt of all sums properly invoiced within thirty (30) days of the CITY's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies Contractor(s) in writing of its objection to the amount of such invoice, together with CITY's determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period.

If CITY shall give such notice to the Contractor(s) within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the Contractor(s) the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the Contractor(s) shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

https://www.capecoral.gov/document_center/Finance/Electronic_Funds_Transfer_Form.pdf

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become registered vendors and have the EFT payment form in place prior to the award of any contract.

13. **Contractor's Representations:** In order to induce CITY to enter into the Agreement CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been

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discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

14. **Indemnity:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
15. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
16. **Other Provisions:** The CITY reserves unto itself sole authority to execute and authorize the issuance of change order(s), directives, or other documents to the CONTRACTOR which impact on or change the contract time or price. These actions by the CITY will be taken after due consideration of the recommendations and analysis of the ENGINEER. This provision supersedes any other contradictory provisions within the Contract Documents.
17. **Record Keeping:** The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices.

Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

18. **Public Record:** Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Consultant, refuses to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this contract, unless the records are exempt from disclosure.
19. **Public Construction Bond (if applicable):** Any Contractor entering into a contract for the construction of a public building or public work, or for any repairs upon a building or public work shall, before commencing work, execute, deliver to the City of Cape Coral, and record in the public records of Lee County, Florida, a public construction bond issued by a surety authorized to do business in the State of Florida. The amount of the bond shall be 100% of contract amount.
20. **Insurance:** Unless otherwise specified, Contractor shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance required by law.
 - a. **Workers' Compensation:** Submitting firm shall have Workers Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$1,000,000.00 for each accident.

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b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement.

c. Commercial Auto Liability: Shall have minimum limits of \$1,000,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees' Non-Ownership.

d. Certificate of Insurance: The City of Cape Coral is to be specifically included as an additional insured on the General Liability policy and the contract number (BPW2210MM) shall be listed under the comments section. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

The City of Cape Coral shall be named on the COI as additional insured on the General Liability. This does not pertain to Workers' Compensation. The Project Name and Number to also be listed. (Inspect and Maintain Backflow Preventers - BPW2336MM)

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities

21. **Safety and OSHA Compliance:**

A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

22. **Annual Appropriation Contingency:** Pursuant to Florida Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.

23. **Immigration Affidavit Certification and E-Verify Validation:**
As a condition precedent to entering into this AGREEMENT, and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Eligibility Verification System (E-Verify), is operated by the Department of Homeland Security in partnership with the Social Security Administration.

The following conditions must be met by all Contractors, Consultants and Subcontractors:

- a. Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

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Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

- b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida Statute or the provisions of this section shall terminate the contract with the person or entity.
 - c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
 - e. **Subcontracts:** Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
24. **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this ITB. This applies to any sub-contractors used by the Contractor as well.
25. **Scrutinized Companies List:** Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, companies contracting with public agencies are prohibited from contracting for goods or services over one million (\$1,000,000) dollars that appear on the Scrutinized Companies List.
26. **Electronic Signatures:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed version of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.
27. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
28. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

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Inspect and Maintain Backflow Preventers
Contract #: BPW2336MM

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in one counterpart which shall be deemed an original on the date last signed as below written.

ATTEST:

Signature: _____

Typed Name: Kimberly Bruns, CMC

Title: City Clerk

CITY:

CITY OF CAPE CORAL, FLORIDA

Signature: Wanda Roop

Typed Name: Wanda Roop, CPPO

Title: Procurement Manager

Date: 5/19/2023

CITY LEGAL REVIEW:

DM 5/17/2023
For Dolores Menendez Date
City Attorney

CONTRACTOR:

FLORIDA HYDROCORP, INC

Signature: Mark Martin

Print Name: Mark Martin

Title: CEO

Date: 5/18/23

EXHIBIT A



THE SAFE WATER AUTHORITY®

PROPOSAL Developed For

Mark Milkovich

Procurement Specialist

City of Cape Coral

Cape Coral, FL 33915

PROJECT CONSULTANT

Larry LaBute, Founder, Senior Sales Development

DIRECT LINE: 248.981.6981

EMAIL: llabute@hydrocorpinc.com

April 5, 2023





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1. EXECUTIVE SUMMARY

1.1. Summary of proposed Scope of Work

This project is to provide program management services for an ongoing Cross-Connection Control Program currently operated by the City of Cape Coral (CITY) for their city owned backflow prevention assemblies (BPA). These services will be provided to ensure compliance with the Florida Department of Environmental Protection (FDEP), regulations for backflow prevention devices, assembly testing, and recordkeeping.

HydroCorp is a backflow prevention program management company that has been developing and managing testing, inspections, and various other services necessary to maintain a comprehensive backflow prevention program. We are a management firm and not a plumbing company. If you choose to use our services we will prepare a bid package and solicit the necessary field services from local, certified testers and licensed contractors for repair/replacement services. There were a few documents within your bid package that are relevant to contractors. Therefore, the responses to your forms may not be typical of what you would see from a plumbing contractor. We guarantee that all work completed by our contractors will meet State and local requirements. We assume all responsibility for the credibility of our contractors.

These services will be provided by a local contractor with hands-on coordination by our offices. Testing of all BPA will be scheduled and completed by this contractor and recorded on-line. Repairs, replacements, or new installations will be coordinated with appropriate staff to ensure CITY knowledge of overall program status. Repair pricing is included in the Appendix. New installations and replacement pricing is bid out at the time of requirement to ensure the best delivery time and pricing.

Pricing below includes all labor, materials, tools, and equipment necessary to provide the necessary services. All work will be completed once authorized by the City Project Manager.

Once this project has been approved and accepted by the CITY and HydroCorp, you may expect completion of the following elements annually. The components of the project include:

1. Conduct a project start-up meeting with the CITY Cross-Connection Control/Backflow Prevention Program staff.
2. Provide data transfer template for all backflow prevention assemblies and/or customers to be included in the program, from the existing CITY database (BSI) to the HydroCorp database.
3. Validate the above database to identify any possible errors or inconsistencies.
4. Maintain all data on an online system that enables CITY staff to monitor and generate reports as desired. This database, HydroSoft I/O, is an on-line database that is available, 24/7, on any system or device capable of accessing the internet.
5. Provide full-time, toll-free phone support for customer questions by a trained staff member. The phone will be staffed during regular business hours, Monday through Friday. After-hours calls are directed to an answering service with staff trained to handle our calls.

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6. Coordinate and manage the testing of all testable backflow prevention devices in accordance with FDEP requirements. Services include on-site testing, test failure notification, installation requirement notifications, receipt of executed test reports, and maintenance of all testing data. HydroCorp will prepare a bid for local contractors to establish pricing and credentials for testing all testable assemblies. HydroCorp will coordinate with the lowest bidders to test all backflow assemblies. Facilities will be tracked to ensure compliance with testing requirements. Testers will provide test tags to indicate the year they were tested.
7. Testing contractors will be capable of field service, replacement, or repair for any BPA in the CITY system. Testing and repair work will be completed following ASSE or TREEO guidelines.
8. Inspections/Testing will include, at a minimum:
 - a. Testing of all BPA's to determine whether it is in service and in satisfactory condition
 - b. Identify any condition that could potentially compromise the performance of any components of the BPA
 - c. Identify if the BPA is installed properly, note the general condition, and accessibility.
 - d. Take a photo of every BPA after testing with date and time stamp.
 - e. Obtain GPS location of every BPA and install completed test tag.
9. Provide spot checks for device testers. HydroCorp will visually inspect tested assemblies for the presence of the current test tag and for verification of field data gathered by a certified tester.
10. Assist with preparing an initial mailing, by the City, to all customers to advise/educate them on the new CCC testing program.
11. Provide progress review meetings with the Utility's designated representative to discuss the program status and specific recommendations as requested.
12. The cost below includes all "time and travel" expenses for the entire project.
13. HydroCorp will provide a staff member to provide the CITY training and coordination at the time of project start-up. This staff member will be the program manager and remain available throughout this project to maintain effective communication between the CITY staff and HydroCorp. HydroCorp will ensure that the hired testing contractor is ASSE or TREEO certified for day-to-day on-site needs, quality control, communications, and compliance assistance and to provide overall effective communications between CITY staff, HydroCorp, and customers.
14. HydroCorp will provide a staff member to coordinate all activities with contractors for testing, repair, replacements, and new installations. Hydro staff will remain available to CITY for Zoom or On-Site meetings as requested.
15. Provide Quality Control services for subcontractors to ensure proper workmanship and competitive pricing to customers.
16. Provide an annual report summarizing all data generated throughout the year. The FDEP Annual Report will be completed and ready for submission, along with all backup data. Test reports for

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Summary of proposed Scope of Work and Cost (continued)

the year will be available to download for long-term storage and ease of data management and retrieval.

17. All services will be coordinated through our proprietary software, HydroSoft. HydroSoft is a web-based software that enables inspectors and testers to automatically synchronize data generated in the field via the World Wide Web. Synchronization is achieved wirelessly from the field via the Web. HydroCorp will provide inspectors and/or testers with online queues for uploading and downloading data files. All data gathering and transference will be paperless. HydroSoft can generate customized reports based on any available data set. There are no fees for uploading test data or any other information from the field staff.
18. Accurate records will be kept for each location. Records will include, service date, BPA data including: size, make, model, serial #, and condition. All test results will be available on-line at any time and will be summarized on the provided CITY Dashboard within HydroSoft I/O.
19. Meter numbers will be provided within HydroSoft database when easily verified in the field or provided by the CITY.
20. A visual inspection will be conducted at the time of initial testing. Tester Field Notes will be provided for any deficiencies identified. Notes are available within each test form for each test completed. Note: All additional items contained within the RFP Scope of Services section Initial Visual Inspection are acknowledged and acceptable except for using the BSI Online system.
21. These services will be provided in accordance with all applicable Rules and Standards of the FDEP, NFPA, Florida Building Code or latest edition standards, Federal, State and Local laws, rules, regulations, permits, codes, ordinances, and State Statutes which govern these services.
22. All services will be provided during normal working hours Monday – Friday. Emergency services will be provided as necessary within a two-hour window. Requested services that are non-emergency will be provided asap but not to exceed 48 hours.
23. All field personnel will wear the City provided identification when working.

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1.2. Cost Breakdown

Project Name: Cross-Connection Control Program Services
Client Contact: _____
Proposal Date: April 5, 2023
Prepared By: Larry LaBute

Project Code: BPW2336MM
Valid Through: June 30, 2023

Invoice method: HydroCorp will invoice the CITY monthly for the device testing services completed during the preceding month. The invoice will include an electronic listing of addresses that have had their assembly(s) tested. The invoice will equal the number of assemblies tested multiplied by the agreed-upon testing charge.

Cost Breakdown

Project Items	Cost
Annual Fee for Device Test Management:	\$495.00
External Site Inspection Fee:	\$25.00 per Inspection (if requested)
Fire System Backflow Prevention Assembly Testing Fee	\$150.00 each
Backflow Prevention Assembly Testing Fee (Domestic & Fire line By-Pass)	\$70.00 each
Totals: (24) Fire BPA @ \$150/test	\$3,600.00
(132) Domestic BPA @ \$70/test	\$9240.00
Total Annual Testing Fee (based upon Exhibit A)	<u>\$ 12,840.00</u>
Ongoing availability to advise on Cross-Connection Control	No Charge

Project scheduling/acceptance will commence upon receipt of a Purchase Order to:

HydroCorp – Main Office
 5700 Crooks Road/Suite 100
 Troy, MI 48098 Federal Tax I.D. #38-2810008
 Florida Office: 10 S. Harbor City Blvd. Melbourne, FL 32901

Submitted by: Larry LaBute | 248-981-6981 | llabute@hydrocorpinc.com

X _____
 HydroCorp Representative (Signature) Date

Accepted by:

X _____
 Representative (Signature) Date

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2. QUALIFICATIONS

2.1. HydroCorp, The Safe Water Authority

"We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to drinking water and other distribution systems. Our goal is cost effective compliance."

It's who we are. It's what we do. The inspiration guides HydroCorp's activities day after day and year after year. We are proud to consider ourselves a company grounded in high principles, sound business practices, absolute integrity, and unparalleled expertise. We realize that these are the essential factors in successfully attaining our mission, consistently fulfilling our commitments to our clients, and advancing the well-being of the public.

- Founded in 1983 and incorporated in 1988. The firm has grown from two employees to over 80 full-time associates in multiple states.
- HydroCorp provides Cross-Connection Control Program Management Services to over 400 communities in several states, including Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida, California, and Minnesota. We still have our first customer!
- HydroCorp Conducts over 80,000 on-site Cross-Connection Control Inspections **annually**.
- Our highly trained staff works efficiently to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that field inspectors follow to meet productivity and quality assurance goals.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross-Connection Control Programs:
 - USC -Foundation for Cross Connection Control and Hydraulic Research,
 - ASSE- American Society for Sanitary Engineering
 - ABPA - American Backflow Prevention Association
- Our trained administrative staff and call center have attended basic cross-connection control training classes and can answer most technical calls related to the program.
- HydroCorp staff and company are active members in many water industry associations, including: AWWA, NRWA, APWA, ABPA, ASSE, FRWA, IAPMO, NRWA, USCCFCCC
- HydroCorp is not a Plumbing Company and does not utilize existing staff to provide plumbing services.

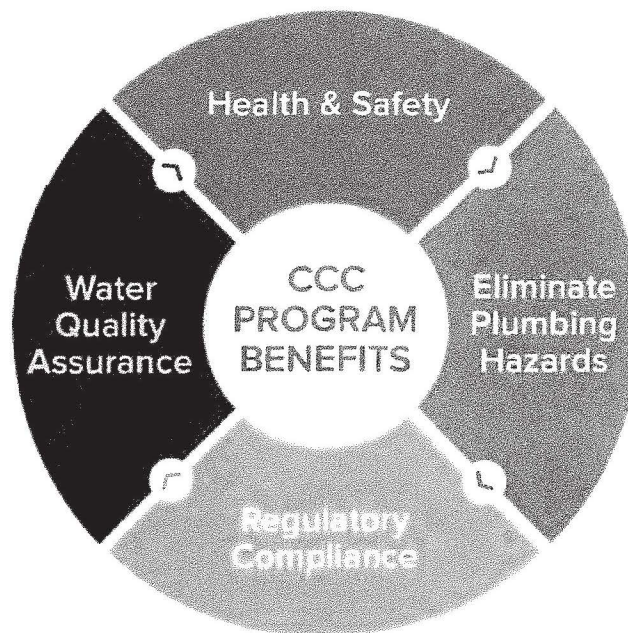
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2.2. Industry Leadership

With over 400 municipal clients and for over 40 years, HydroCorp has succeeded in improving health and safety, reducing risk, cutting operational costs, and increasing efficiency for its clients, earning their trust and allegiance. HydroCorp has a 98 percent retention rate among its municipal clients and a virtually unmatched level of customer satisfaction. HydroCorp is fully committed to the principles and practices that made it a success: Expertise, commitment, knowledge, and service.



2.3. References

- a. **City of Lake City**, Mike Osborn – Utility Superintendent
386.466.3352 osbornm@lcfla.com
- b. **City of Titusville**, Doug Larkins – Program Coordinator
321.567.3887 doug.larkins@titusville.com
- c. **City of West Melbourne** Mark Piccirillo – Public Works Director
321.727.3710 mpiccirillo@westmelbourne.org
- d. **City of Cooper City**, Mike Stanton – DPW Supervisor
954.434.5519 mstanton@coopercityfl.org

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3. STAFF BIOS

Corporate Officers



Mark L. Martin, CEO and President. Mr. Martin joined HydroCorp in early 2007 and is a seasoned business executive experienced in working with growing small and mid-size companies across a broad range of industries. Mark received a B.S. in Accounting from Michigan State University in 1980 and is also a 10-year board member of Haiti Outreach Mission.

Connect with Mark on LinkedIn: www.linkedin.com/in/mark-l-martin-b5632b76/



Larry J. La Bute, Chief Commercial Officer, Founder, and Senior Sales Development. Mr. La Bute founded the company in 1983 to improve the safety of drinking water systems. He graduated from Oakland University with a B.S. in Management and received his Master's degree from S.S. Cyril & Methodius Seminary. Prior to founding HydroCorp, Mr. LaBute successfully founded and ran a water treatment equipment manufacturing company for 12 years.

Connect with Larry on LinkedIn: www.linkedin.com/in/larryjlabute/



Glenn Adamus, COO. A member of the HydroCorp team for the past fourteen years, Glenn has managed various water quality analysis projects related to process water and potable water systems on HydroCorp's behalf, including Stage 2 DBPR, Lead and Copper Rule, water distribution system/quality characterization studies, water main/system disinfections, legionella risk assessment and monitoring, and industry compliance monitoring. He has also performed and managed numerous cross connection control surveys/consulting projects for large industry and public water systems throughout the United States.

Connect with Glenn on LinkedIn: www.linkedin.com/in/glenn-adamus-678791a/



Paul Patterson, Senior Vice President of Sales. Mr. Patterson has been with HydroCorp since 2004. In that time, he has assisted numerous water utilities in Delaware, Florida, Maryland, Michigan, and Virginia with their Cross Connection Control programs. Paul has also conducted training in Backflow Prevention and Cross Connection Control for the Michigan Department of Environment, Great Lakes, and Energy, Michigan Rural Water Association and Delaware Rural Water Association. Prior to joining HydroCorp, Mr. Patterson was a member of the United States Air Force where he assisted in the implementation of a Cross Connection Control Program at Nellis Air Force Base, NV and was involved in numerous construction projects worldwide. Mr. Patterson has over 25 years' experience in plumbing, water distribution, cross connection control and backflow prevention.

Connect with Paul on LinkedIn: www.linkedin.com/in/paul-patterson/

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Staff Bios (continued)



Dave Cardinal, Vice President of Operations. Dave is a seasoned operations professional with over twenty-eight years of experience in the water industry. He has a successful record of accomplishments in the cross-connection control industry. He is experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction.

As Vice President of HydroCorp, Dave oversees business practices, field operation procedures, and administrative functions related to cross-connection control program management and meter installation projects. He works closely with the executive team to develop and execute the company's strategic plan and is responsible for driving operational excellence throughout the organization.

He has assisted with developing State certified training programs in Michigan and Wisconsin and has trained members of the Michigan Department of Environment Great Lakes and Energy, Michigan Department of Health, Wisconsin Department of Natural Resources, municipal employees, plumbers, and miscellaneous contractor employees. He has been a guest speaker at many conferences and training seminars.

Connect with Dave on LinkedIn: www.linkedin.com/in/dcardinal/



Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager, Ryan is responsible for providing administrative support to field surveyors, regional managers, and division directors with all components associated with managing a comprehensive cross-connection control program and providing the highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 18 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

Program Administrators/Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one of the following programs:



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4. SECURE DATA AND WATER CUSTOMER CARE PROCESS

4.1. Program Data:

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues, which could lead to field survey inefficiencies. HydroCorp will coordinate with the CITY to obtain accurate account listing and address information.

Specialized Software:



HydroCorp utilizes HydroSoft® (proprietary software) to manage Cross-Connection Control Program data. All program data captured shall remain the property of CITY. The CITY can access program data, information, and reports online via a web browser. All our Client Data is secured on our Application Server behind a Hardware and Software Firewall.

Standard reports include the following:

- Testable assembly inventories, tests completed, overdue, and compliance status.
- Custom queries, data exports, and reports as needed.

Information Technology Infrastructure:

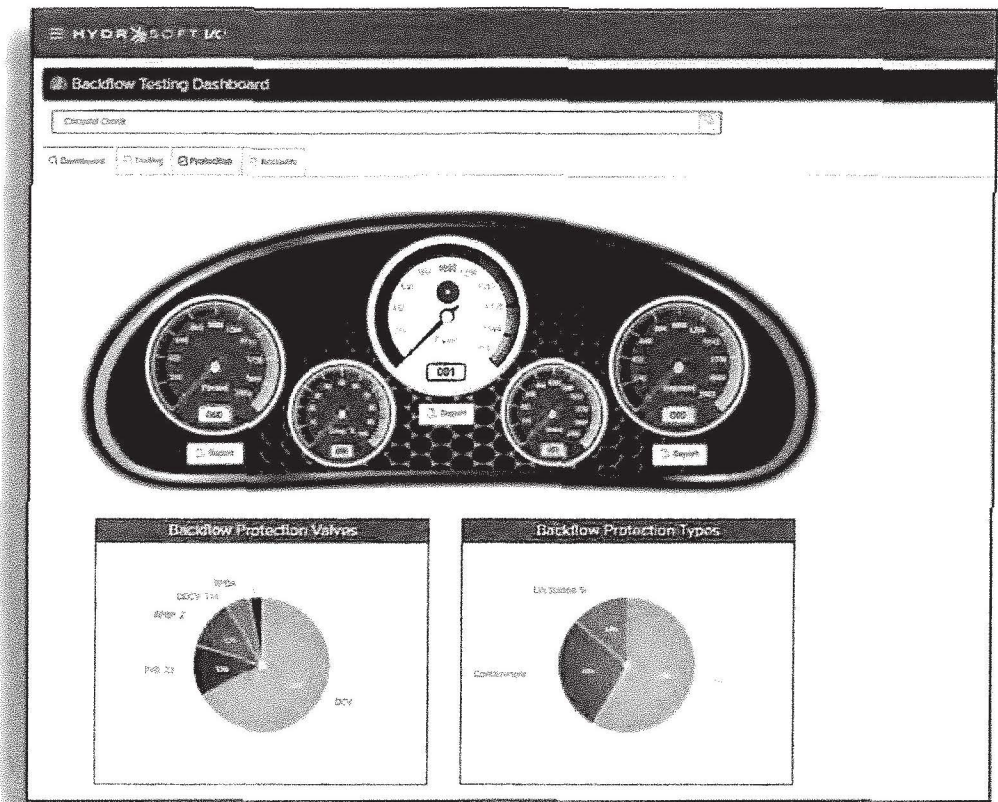
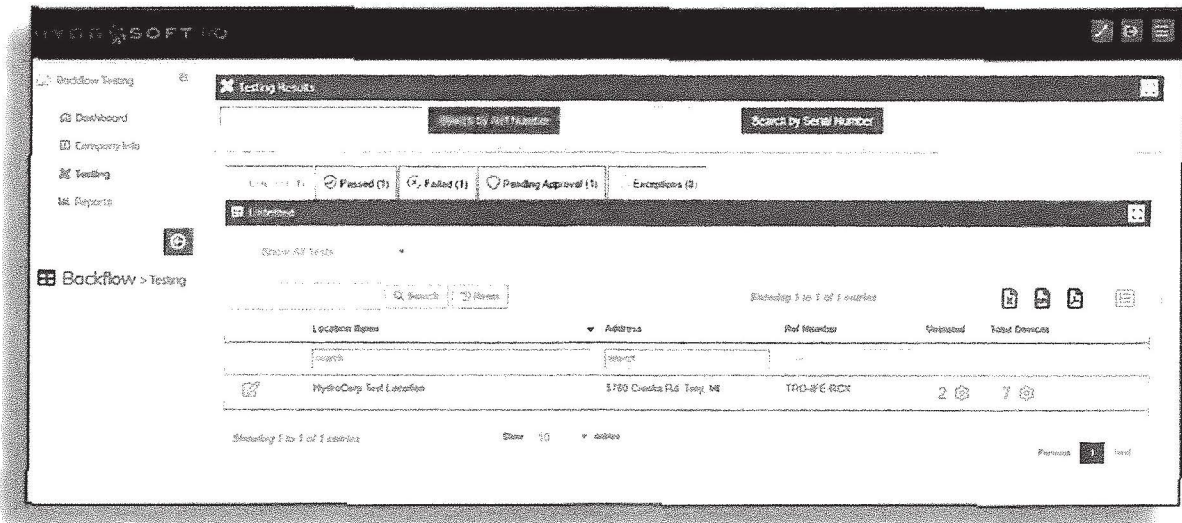
HydroCorp has a dedicated department responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated staff member responsible for new client start-up and database implementation to ensure we have the most accurate information possible at any given time.

We have continually invested in hardware infrastructure (Network Servers, Client Workstations, Firewalls, and Tablet PCs for Field Inspectors) and software to leverage technology in the workplace and improve customer service and lower costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

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4.2. Live Program Data Access for Designated Water Purveyor Staff

Main Dashboard Example



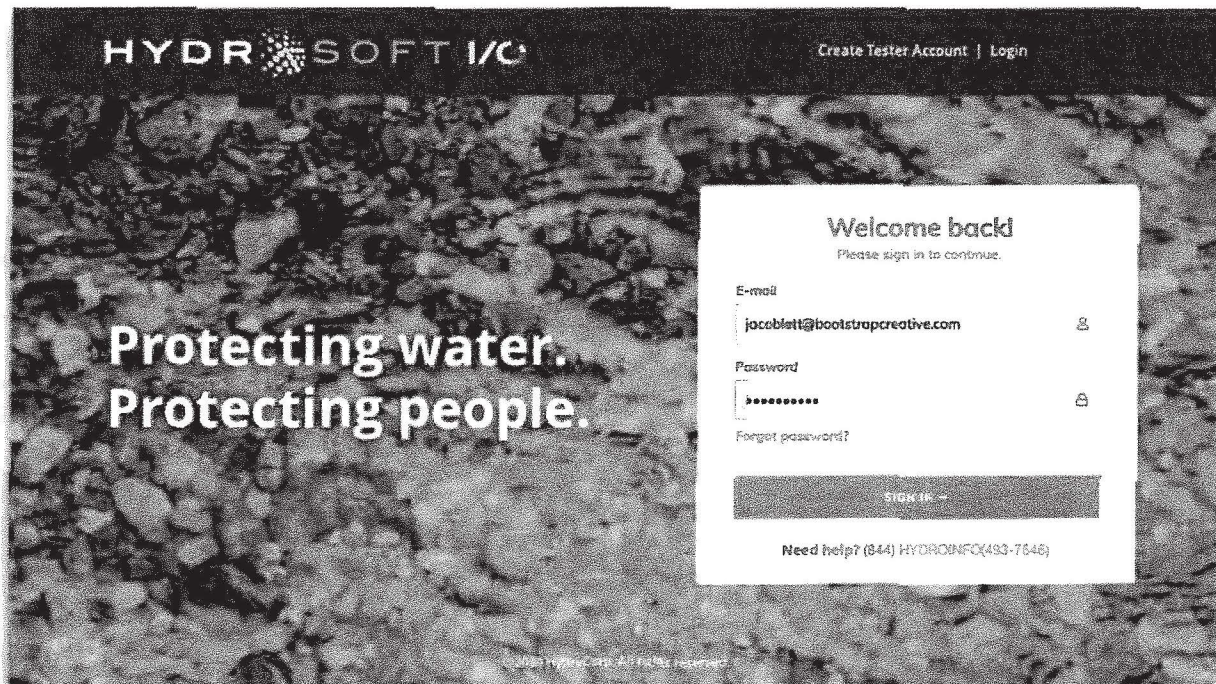
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4.3. Annual Backflow Prevention Assembly Testing Record Tracking

- HydroCorp monitors backflow prevention assembly tester credentials and qualifications to ensure that only qualified and state-certified contractors are conducting the work.
- HydroCorp monitors backflow prevention assembly test results. Test results that do not contain all required information are marked as “failed” and a phone call is made to the tester seeking the correct information.
- HydroCorp continually monitors program database information and reviews this with the CITY contact to improve compliance results and customer service. Most of our Florida clients have achieved 100% compliance with FDEP regulations.

Example Screen for Online Backflow Preventer Test Record Submission:



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4.4. Customer Service / Public Awareness Toolkit

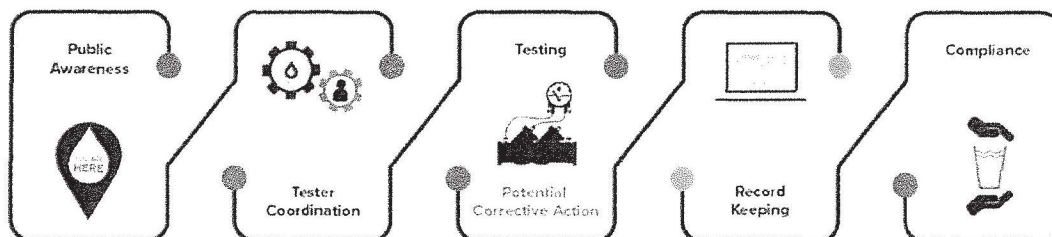
HydroCorp has an extensive customer service call center to answer incoming telephone calls from water users. The call center is staffed from 8:00 AM – 5:00 PM MON-FRI. Most program calls and questions can be answered by one of our representatives. Our field staff also carry tablets and smartphones to respond promptly to customer-related issues.

Preventing backflow contamination and ensuring the functionality of backflow prevention assemblies is a team effort between building owners and the water purveyor. Informing local water customers and building owners affected by the Cross-Connection Control (CCC) program is essential for program success and compliance.

The intended audience of these resources is the end user, Water Customer, Occupant, and/or Owner.

Public Awareness Toolkit includes:

1. Common Definitions and Code references.
2. Sample CCC Program Announcement Letter (applies only to new program clients).
3. Online video explaining the Cross-Connection Control Program.
4. Digital Tri-Fold Educational Brochure (printed versions available for a fee).
5. Pre-written Social Media posts/links.
6. Technical images for use on Utility/City websites and Social Media posts.
7. Web Page hosted by HydroCorp.



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Example custom public awareness website included in the scope of work:



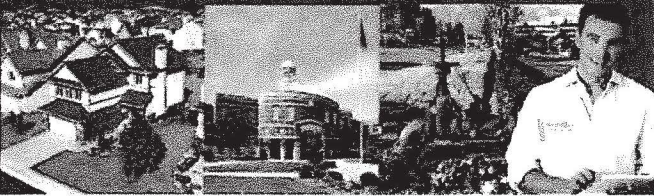
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APPENDIX B – PROGRAM WORKFLOW

MUNICIPAL SERVICES

DRAMATICALLY REDUCE THE COST – AND HASSLE – OF BACKFLOW PREVENTION



Cross-connection control programs are a necessary – yet unfunded – burden, mandated by the state to protect drinking water from outside contamination. For utilities that outsource their backflow prevention program, the functional burden is reduced. But the financial burden remains.

Until now, HydroCorp – *The Safe Water Authority*™ – brings Florida utilities an optimized backflow prevention program management system that is quick, convenient, and complete. It practically eliminates costs to the utility. It ensures compliance with testing requirements. It minimizes costs to the consumer. And it removes the hassle, for both the customer and the utility.

A HYDROCORP PROGRAM DELIVERS:

- Increased Staff Efficiencies
- Reduced Cost to Water Utility
- Reduced Testing Cost to Water User
- Assured Regulatory Compliance
- On-Demand Program Tracking and Reporting
- No Software or Hardware to Purchase
- On-Line Software for Utility Personnel to Use for Field Inspections, New Customer Data Entry, and Customer Updates
- Reduced Risk of Backflow Incident
- Professional Program Management and Oversight
- Consistent Program and Testing Costs
- Convenient Billing for Water User

EASY, EFFICIENT, AND CUSTOMIZED.

More than 30 years of cross-connection control expertise means we know the needs of utilities – of all shapes and sizes – and we tailor our services to match those needs precisely. Including options for fee payment:

- Fee added to the monthly water bill
- One-time charge on the water bill
- Separate bill to the consumer, monthly or yearly

HYDROCORP.
THE SAFE WATER AUTHORITY™

HOW IT WORKS:

- Utility provides HydroCorp with customer account information
- HydroCorp transfers Utility database information into HydroSoft™ web-based software
- HydroCorp obtains bids from local contractors for testing of backflow prevention assemblies
- HydroCorp provides ASSE® and TREEO certified staff for program management oversight, and coordination of all activities for testing, repair, replacement and new installations of assemblies, ensuring consistent procedures and proper licensing and insurance
- HydroCorp provides a general informational mailer along with web site public education resources
- HydroCorp provides annual report summarizing all data and program compliance information
- Utility passes along agreed-upon program fees to water consumers on utility bill



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EXHIBIT "B"

***Quantities shown below are specific for the City of Mount Dora**

Project Items	Cost
Annual Fee for Device Test Management:	\$ 495.00
External Site Inspection Fee:	\$ 25.00
Fire System Backflow Prevention Assembly Testing Fee:	\$ 150.00
Backflow Prevention Assembly Testing Fee (Domestic & Fire line By-Pass):	\$ 70.00
Totals: (670) External Site Inspection Fee	\$ 16,750
(221) Fire BPA	\$ 33,150
(1,890) Domestic & Fire BPA By-Pass	\$ 132,300
Total Annual Testing Fee	\$ 182,200
Ongoing availability to advise on Cross connection	No Charge

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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Special Magistrate Recommendation for MK and AD Land Investments, LLC and AMCO Development, Inc. vs. City of Mount Dora.

Introduction:

This is a request for City Council to approve the Special Magistrate Recommendation.

Discussion:

The City Council, at their regularly scheduled meeting held on June 4, 2024, Tabled the Special Magistrate Recommendation to the June 18, 2024, City Council meeting. The Special Magistrate Proceeding Under Section 70.51, Florida Statutes (Florida Land Use and Environmental Dispute Resolution Act) in the matter between MK and AD Land Investments, LLC, and AMCO Development Inc. (re: Change in Zoning Final PUD, Petitioner, v. City of Mount Dora, Florida, Respondent).

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the agreement actions; however, this action subject to potential legal proceedings.

Strategic Impact:

Administrative action item

Recommendation:

The City Council accepts the recommendation of the Special Magistrate's determinations and conclusions.

Attachment(s):

1. MKAMCO v City Mt Dora_Section 70.51FS Proceeding Special Magistrate Recommendation

Prepared by: Vince Sandersfeld, City Manager

Reviewed by: City Attorney, City Attorney

Jeanann Hand, City Clerk

June 18, 2024 City Council Regular Session Agenda Packet

Approved - 6/10/2024

Approved - 6/10/2024

Final Approval - 6/10/2024

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**IN RE: MK & AD LAND INVESTMENTS, LLC
and AMCO DEVELOPMENT, INC.**

**City of Mount Dora, Florida, Ordinance No. 2023-04
((Constructive) Denial of Application PUD 22-04)**

Special Magistrate Recommendation

Pursuant to Section 70.51(19), Florida Statutes (2024), and after a full evidentiary hearing held on March 11, 2024, pursuant to Section 70.51(15), Florida Statutes, the Special Magistrate in the above-captioned proceeding enters this Recommendation pursuant to the guidelines set forth in Section 70.51(18), Florida Statutes.

Participants in the Special Magistrate Proceeding

For Petitioners MK & AD Land Investments, LLC, and AMCO Development, Inc. (“Petitioners” or “MK/AMCO”):

S. Brent Spain, Esquire
Theriaque & Spain
1809 Edgewater Drive
Orlando, Florida 32804
Phone: (407) 347-5388
sbs@theriaquelaw.com

For Respondent City of Mount Dora (“City”):

Patrick Brackins, Esquire
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
Phone: (407) 622-1772
pbrackins@shepardlaw.com

There were no individuals or other entities that sought “participation” status pursuant to Section 70.52(12), Florida Statutes. The Special Magistrate nevertheless held a public testimony session as part of the Section 70.51(15), Florida Statutes, evidentiary hearing and the following individuals provided testimony: Carlota Sanz, Josh Hemingway, and James Homich.

I. BACKGROUND

A. The Procedural History of the Project

The Petitioners are the owners of approximately 36± acres of real property generally located south of State Road 46 (“SR 46”), between Buttercup Lane and Suneagle Drive in Lake County, Florida (“Property”), as depicted on the maps in the record. (Pet. Ex. 39). The Petitioners filed an application to rezone the Property to Planned Unit Development (“PUD”). (Pet. Ex. 22 at 13-15)¹. The mixed-use development consists of a “multitude of mixed uses with residential, commercial, senior, some institutional, convention center, hotel, and office [and] employment sectors.” (T. 12-13). The application included phased mid-high rise buildings and commercial support. (City Ex. 19).

The Petitioners filed a Voluntary Annexation Application with the City in June 2022. (T. 18; Pet. Ex. 12). The City’s Planning Staff recommended approval of the annexation of the Property, and the City Council unanimously approved the Property’s annexation at its meeting on August 16, 2022. (Pet. Ex. 14). The City Council’s approval of the annexation is memorialized in Ordinance No. 2022-11. (Pet. Ex. 14A).

Next, in November 2022, Petitioners submitted a Future Land Use Map Amendment Small-Scale Application (FLUM 22-05SM) to the City. (T. 21; Pet. Ex. 18 at 11-19). The application requested to change the future land use designation of the Property from Lake County “Regional Office” to City of Mount Dora “Employment Center.” (Pet. Ex 18). City staff and the City’s Development Review Committee (“DRC”) recommended approval of the land use change as consistent with lands situated in

¹ Exhibits admitted into evidence during the March 11 hearing will be referred to herein by the exhibit number followed by the appropriate page number – e.g., Pet. Ex. 1 at 5 or City Ex. 1. References to the March 11 hearing transcript will be denoted herein as “T.” followed by the appropriate page number – e.g., T. 10.

the WBID; City Council approved the land use change on January 17, 2023, by a vote of 7 to 0. (Pet. Ex. 19, 27).

In November 2022, Petitioners submitted the subject Final Planned Unit Development Application (PUD 22-04) accompanied by a concept plan to the City. (Pet. Ex. 25). The concept plan proposed that buildings fronting SR 46 would be limited to 100 feet in height, but that interior buildings could exceed 200 feet so long as, taking into account the topographic slope of the Property, the buildings did not exceed the “200 ft visibility from State Road 46.” (City Ex. 5; see Condition F.2 in the Development Summary).

The City’s Development Review Committee (“DRC”) in its November 22, 2022, report requested additional justification from the developer for increasing building heights above 100 feet, including illustrations. (Pet. Ex. 21; See Comment 9). In a response dated December 7, 2022, the Petitioners provided narrative and a revised concept plan showing interior buildings increased to a maximum height of 350 ft. (Pet. Ex. 21C). Staff recommended approval with conditions, including submission of additional justification for the additional building height and floors. (Pet. Ex. 22A). The City’s Planning and Zoning Commission at its December 21, 2022, meeting voted 6 to 1 to recommend approval of the revised PUD with staff conditions, including Condition 6, which states:

6. The concept plan for building height of 350 feet in lieu of 100 feet limitation is a concern within the Wolf Branch Innovation District overall vision. Additional building height and building floors could be considered. The applicant has not provided sufficient information and documentation for the building heights being considered are in keeping with the WBID.

(Pet. Ex. 22A).

Subsequent to the Planning & Zoning Commission meeting, Petitioners revised the concept plan to reduce maximum building height to 310 feet as measured from State Road 46. (Pet. Ex. 35). City

Council at its January 17, 2023, quasi-judicial hearing, voted 6 to 1 to approve the PUD rezoning on first reading. (Pet. Ex. 27).

On January 27, 2023, Petitioners again revised the concept plan for the PUD to lower maximum building heights to 250 feet as measured from State Road 46. (Pet. Ex. 36). Staff recommended approval of the PUD with the revised 250-ft building height. (Pet. Ex. 25).

On second reading of the subject Ordinance 2023-04 at the February 21, 2023, City Council quasi-judicial hearing, Petitioners orally stipulated to a reduction to 197 feet in maximum building height as measured from State Road 46. A motion to approve the PUD as modified during the hearing failed to pass. No subsequent motion to deny the PUD was forthcoming. The parties have agreed this is a “deemed denial” for purposes of the instant proceedings. (T. 213). In a letter dated March 6, 2023, the City issued its notice pursuant to Section 166.033, Florida Statutes, of denial of the application. (Pet. Ex. 40).

B. The Special Magistrate Hearing

On March 15, 2023, Petitioners timely filed their Request for Relief with the City. Pursuant to Section 70.51, Florida Statutes, a mediation conference was held on June 27, 2023, between the Petitioners and the City with the undersigned Special Magistrate acting as a mediator to discuss potential negotiated settlement solutions to the issues in this matter. A mediated settlement, however, was not reached. Accordingly, pursuant to Section 70.51, Florida Statutes, the undersigned Special Magistrate conducted the required evidentiary hearing in this matter on March 11, 2024, to gather the information “necessary to understanding” the facts and law applicable to this matter and to be able to develop this Recommendation. § 70.51(17)(c), Fla. Stat. The disputed focal issue in this Section 70.51, Florida Statutes, proceeding is whether Petitioners should be allowed by the City to develop interior buildings on the Property exceeding 100 feet. A separate but related issue concerns the methodology to be used in measuring building heights

in this PUD (i.e. as measured from State Road 46, factoring in the topographic slope of the site, or per a literal reading of the City code).

At the evidentiary hearing, Petitioners presented Aaron Hakim, Petitioners' corporate representative, and Heather Urwiller, MRP, AICP, CFM – who was accepted as an expert in land use, comprehensive planning, urban planning and regional planning, and growth management. (Pet. Ex. 9; T. 103-04). The City presented Vince Sandersfeld, the Acting City Manager and the City's Planning Director.

The following exhibits were entered into evidence: Petitioners' Exhibits 1, 2, 2A, 3, 4, 6, 7, 7A, 8, 8A, 9, 10, 11, 12, 14, 14A, 18, 19, 21, 21A, 21C, 22, 22A, 24, 25, 25A, 27, 27A, 29, 34, 35, 36, 37, 37A, 39, 40, 42, 43, and 45 and The City's Exhibits 1, 2, 3, 4, 5, 6, and 9.

The transcript of the March 11, 2024, proceeding was filed with the Special Magistrate.

Both parties presented most of the facts and other information at the evidentiary hearing by way of documents, maps, and related information. These materials, along with testimony at the evidentiary hearing, contained the necessary information for the Special Magistrate to make the findings and Recommendation in this matter.

The City and Petitioners submitted separate proposed recommended orders to the Special Magistrate on April 24, 2024, which the Special Magistrate has considered in preparation of this Recommendation.

C. The Standard Pursuant Section 70.51, Florida Statutes

The Special Magistrate is charged with making a recommendation to the City and Petitioners regarding the rezoning (PUD) application if the following determination is made in the affirmative:

If an acceptable solution is not reached by the parties after the special magistrate's attempt at mediation, the special magistrate shall consider the facts and circumstances set forth in the request for relief and any responses and any other information produced at the hearing in order to determine whether the action

by the governmental entity or entities is unreasonable or unfairly burdens the real property. Section 70.51(17)(b), Florida Statutes. (Emphasis added.)

II. FINDINGS OF FACT

A. The MK/AMCO Property and the MK/AMCO Development.

1. Petitioners began acquiring the ~36- to ~38-acre +/- Property², which consists of four adjacent vacant parcels, in 2018; assemblage was completed by 2022. (T. 54-57; Pet. Exs. 10, 11; Resp. Ex. 17 at 018). The Property is generally located abutting and to the south of State Road 46, between Buttercup Lane and Suneagle Drive in Lake County, Florida. State Road 46, a principal arterial, was recently widened to a 6-lane divided highway, and the proposed development is not expected to cause the roadway to fall below a level of service “D,” as required by the City’s Comprehensive Plan Transportation Policy 3.e. (Pet. Ex. 25 at 408).

2. The record establishes that the Property has significant elevation and topographic changes from the north to south. (T. 71; Pet. Ex. 25 at 401). While the first approximately 300 feet of the Property is reasonably flat, the remaining 1,200± feet of the Property declines in elevation approximately 50 to 70 feet toward the southern boundary. (T. 191; Ex. 25 at 401).

3. Petitioners purchased the Property with the intention to develop a mixed-use project and spent a few years discussing the concept with the City. (T. 57). Petitioners’ representative testified they would not have purchased the Property had the City informed them that its expected use – including mid-high rise buildings – would not be allowed under the City’s land development code. (T. 58).

² The City notes that the rezoning application and proposed Ordinance applied to approximately 38.23 acres (Resp. Ex. 17 at 018) but the annexation ordinance applied to approximately 36.61 acres (Pet. Ex. 14A). The 1.62-acre discrepancy should be addressed in any final development order issued by the City after consultation with the Petitioners.

4. The City is a Florida municipal corporation which is responsible for reviewing and approving or denying land use and zoning applications for property within the municipal limits, including property annexed into the City from unincorporated Lake County, Florida.

5. Petitioners applied for voluntary annexation of the Property into the City from Lake County. (Pet. Ex. 14A). The annexation was approved unanimously by Mount Dora City Council on August 16, 2022. (Pet. Ex. 14).

6. Upon annexation, the Petitioners applied to amend the future land use map for the Property from Lake County “Regional Office” to City of Mount Dora “Employment Center” (Pet. Ex. 18). City planning staff recommended approval of the map amendment, finding that it was consistent with the City’s adopted comprehensive plan. (Pet. Ex. 19 at 336). On November 30, 2022, the City’s Development Review Committee recommended approval of the land use application; on December 18, 2022, the Planning and Zoning Commission in its role as the Local Planning Agency also recommended approval. (Pet. Ex. 19 at 334).

7. On January 17, 2023, City Council unanimously approved the future land use map amendment FLUM 22-05SM. (Pet. Exs. 19, 27; See Ordinance No. 2023-03, Pet. Ex. 19 at 361-66). The change from Regional Office to Employment Center reduced the intensity of future nonresidential development by approximately 1.7 million square feet based upon the City’s new land use designation having a lower floor area ratio. (Pet. Ex. 25A at 1-2).

8. Prior to any development of the Property, it is also necessary for the City to designate appropriate zoning for the Property to implement the City’s future land use designation of “Employment Center.” Until such application of City zoning occurs, the Property bears a Lake County zoning district of Light Industrial District (LM) and Planned Industrial District (MP), which are inconsistent with the City’s

future land use classification of the Property. (T. 111-12, 114; Pet. Ex. 7A). The City’s planning witness testified it would be “difficult” to obtain a building permit for any development of the Property. (T. 245).

9. Petitioners submitted an application for PUD zoning to “request modification to building height and permitted uses.” (Pet. Ex. 25 at 374). Straight zoning categories pertinent to this land use category limit building heights to 100 feet. The application proposed 100-ft limits on buildings fronting State Road 45 and (initially) a 350-ft. maximum building height for interior buildings (Pet. Ex. 25 at 374), although that maximum height was reduced several times until and including the Special Magistrate proceeding at which the proffered maximum building height for interior buildings was 175 feet.

10. Petitioners filed a Final Planned Unit Development Application (PUD 22-04) with the City in November 2022. (Pet. Ex. 25 at 388-90). The PUD is a “mixed use live, work, play development” encompassing a “multitude of mixed uses with residential, commercial, senior, some institutional, convention center, hotel, and office [and] employment sectors.” (T. 12-13).

11. As required by the City’s Land Development Code (“LDC”), the application was accompanied by a proposed concept plan. (City Ex. 5). Condition F.2 in the Development Summary on the initial concept plan proposed a maximum building height of “200 ft for interior buildings” and provided that “[i]nterior buildings are allowed to exceed the 200 ft in height as the site slopes to the rear but cannot exceed the 200 ft visibility from State Road 46.” (Id.).

12. The City’s DRC reviewed the PUD and issued comments on November 22, 2022. (Pet. Ex. 21). In Comment 9, the DRC requested that the Petitioners “[p]rovide justification for building height from 100ft to 200ft and include illustrations.” (Pet. Ex. 21 at 2). The DRC also stated, “[i]f all the review comments are satisfactorily addressed, the applications will be presented to the Planning and Zoning Commission on December 21, 2022.” (Pet. Ex. 21A).

13. The Petitioners provided written responses to the DRC comments, including Comment 9. (Pet. Ex. 21C). Petitioners stated that “for this project to be sustainable in design and viable we require increased building heights” and “[w]e believe the merits of the project that have been expressed . . . in addition to the topography changes within the site with 70ft of elevation change from North to South provide justification in obtaining an increased building height.” (Id. at 3). Petitioners submitted a revised concept plan, increasing the maximum building height to 350 feet as measured from SR 46. (Id.; Pet. Ex. 34).

14. The City’s Planning and Zoning Commission considered the proposed PUD at its meeting on December 21, 2022. (Pet. Ex. 24). The Staff Report recommended approval with conditions, specifically addressing concerns with extending building heights to 350 feet. (Pet. Ex. 22A at 1). The Staff Report stated, “[t]he applicant is seeking to make the property’s zoning district consistent with the property’s land use category,” and “[t]he proposed PUD will pair with the Employment Center land use category for a mixed use project supporting high density residential, commercial, and office uses.” (Id. at 6). The Staff Report in Condition 6 stated, “[a]dditional building height and building floors could be considered,” but additional information and documentation was needed. (Id. at 2). At the conclusion of its meeting, the City’s Planning and Zoning Commission voted 6-to-1 to recommend approval of the PUD with Staff’s conditions. (Pet. Ex. 24 at 15).

15. Petitioners submitted a revised concept plan, which, in part, reduced the maximum building height to 310 feet as measured from SR 46. (Pet. Ex. 35). The City’s Planning Staff stated that the updated concept plan “appears to have addressed all PZC conditions.” (Pet. Ex. 25A at 2).

16. At first reading of the adopting Ordinance on January 17, 2023, the City Council considered the modified PUD at a quasi-judicial hearing. (Pet. Ex. 27). The Staff Report recommended

approval of the PUD with conditions, in part related to building heights. (Pet. Ex. 25 at 369; Pet. Ex. 27 at 8). The City Council voted 6-to-1 to approve the PUD on first reading. (Pet. Ex. 27 at 9).

17. After City Council's first reading, apparently in reaction to council comment, Petitioners further revised the concept plan, reducing the maximum building height to 250 feet as measured from SR 46. (Pet. Ex. 36, 25A at 2).

18. At second reading of the Ordinance on February 21, 2023, City Council considered the modified PUD for final approval. (Pet. Ex. 29). The Staff Report for the February 21, 2023, meeting recommended approval of the PUD with the revised maximum building height of 250 feet as measured from SR 46. (Pet. Ex. 25A at 2; Pet. Ex. 27 at 8). Staff noted that the applicant has "requested deviations" from the zoning district assignment of the WBI-E to include additional commercial use, and an increase in the building height from 100 to 250 feet. Id. Staff provided the following justification in the report:

As noted, there are existing conditions of the site which appear to provide justification for building height adjustments with the slope of the land from SR 46 to the railroad (north to south) ranging from 55 feet to 60 feet. In addition, the job creation associated with professional offices is consistent with the overall purpose of the Employment Center of the WBID. **The height is a visual formula defined as follows: no buildings can be greater than 250 feet with a 310 feet setback from SR 46. The final grade of the site will not allow any building to view from SR 46 to be higher than 250 feet and must be setback 310 feet. The extreme slope of the site from SR 46 to the Railroad (southern end) drops from 55 feet to 60 feet in elevation.** (emphasis added)

Id. at 2.

19. The Special Magistrate finds that this visual formula agreed to by Staff and Petitioners as of February 21, 2023, is a reasonable methodology to employ to resolve the building height metric issue for this PUD, which contains "extreme slope."

20. The Special Magistrate also finds that the February 21, 2023 Staff Report is competent, substantial evidence in support of approving the PUD application.

21. The record contains no evidence that competent, substantial evidence was provided by a land use expert or equivalent expert in opposition to the PUD final approval at the February 21, 2023, City Council's quasi-judicial hearing. Rather, the testimony supported approval of the application. For instance, the City's Economic Development Manager testified as to the history of the Wolf Branch Innovation District and Staff explained that the PUD would be the first mixed-use development within the WBID's Employment District. (Pet. Ex. 29 at Ex. A; Pet. Ex. 25A at 1; T. 43). Petitioners' economic development expert testified that the PUD would create substantial and long-term positive fiscal impacts on the City, including, but not limited to, job creation, economic growth, and increased tax revenue. (Pet. Ex. 29 at Ex. C; T. 44). At the City Council hearing, Petitioners also stipulated to a further reduction in building height to 197 feet as measured from SR 46, and agreed to a condition that Phase 1 of the PUD would include a minimum of 25% office uses. (Pet. Ex. 29 at 8-9).

22. At the conclusion of the February 21, 2023, hearing, a motion to approve the PUD, as modified during the hearing, failed. (Id. at 9). No subsequent motion was offered. As a result, the PUD was deemed denied. (T. 213). The City Council's denial of the PUD is memorialized in a letter-form Development Order to the Petitioners dated March 6, 2023. (Pet. Ex. 40).

23. The City's March 6, 2023, Development Order cited to general review criteria for rezonings (§3.3.4, LDC) and PUD zoning district designations (§3.4.5, LDC) but failed to specify which criteria in particular the Petitioner's zoning request did not meet. The stated reason for denial, albeit circular, was that the proposed Ordinance 2023-04, as amended, "failed to secure final adoption by the City; thus, the rezoning request on the Property from County Light Manufacturing and County Regional Office to City Planned Unit Development with assignment of Wolf Branch Innovation Employment

(WBI-E) District was DENIED.” In contrast, the City Staff report for the City Council’s readings of the PUD ordinance found the application complied with Section 3.3.4, LDC. (T. 138).

24. At the Special Magistrate proceeding, the City relied heavily on the development standards contained in Section 3.4.15, LDC, which limit building heights to 100 feet for lands bearing the straight zoning of WBI-E or WBI-G – categories Petitioners did not seek; therefore, these LDC development criteria are inapplicable to this case. [Section 1.4, LDC sets forth the land use categories and zoning district compatibility in a table. (Pet. Ex. 1 at 1). For a land use designation of “Employment Center,” the “Permitted Zoning Districts” are WBI-E *and* PUD; for a land use designation of “Employment Center Gateway Sub-District,” permitted zoning districts are WBI-G and PUD. Id. Petitioners’ Property is designated as “Employment Center.”].

25. Section 3.4.5, LDC sets forth the permitted uses in a PUD and directs a PUD applicant to pursue master plan approval using the *procedures* of this section. (Pet. Ex. 1 at 3). The uses and standards of the PUD “shall be consistent with the underlying WBI-E and WBI-G zoning districts of this code.” Id. “Consistency” does not mean exactly duplicative in the parlance of land use planning undertaken by experts. There is no evidence of record that a land use expert concluded the proposed PUD was inconsistent with the LDC on the basis of interior building height.

26. Similarly, the LDC’s default for site development standards is the content of straight zoning districts, unless modified in the PUD process as proposed by Petitioners for permitted uses and building heights. § 3.4.5(4), LDC. (Pet Ex. 1 at 4). LDC Section 3.4.5(4) c. and d. provide criteria for establishing a PUD’s development standards, the gravamen of which concerns ensuring compatibility with the comprehensive plan and zoning districts in the vicinity of the subject property. Id. The term “Compatibility” is defined as follows in Section 163.3164(9), Florida Statutes:

(9) “Compatibility” means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such

that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.”

(Pet. Ex. 47).

The record is devoid of any evidence or expert testimony from the City concerning the “compatibility” of the proposed PUD, as defined by the Florida Growth Management Act. In contrast, Petitioners’ land planning expert testified that the reductions made by the applicant to building heights coupled with the staggered building heights enhanced compatibility of the proposed PUD.

27. During the Special Magistrate proceedings, Petitioners’ revised master plan, Ex. 37, was admitted into evidence over the City’s objections. In this statutory land use dispute resolution process, it is significant to the analysis that the Petitioners modified their proposal down to a maximum building height of 175 feet. Introduction of new proposals is permissible in a 70.51, F.S. proceeding. Section 70.51(17), Florida Statutes, provides in pertinent part, “The object of the hearing is to focus attention on the impact of the government action giving rise to the request for relief and to *explore alternatives to the development order*...in order to recommend relief, when appropriate, to the owner.” (Emphasis added).

28. Petitioners’ Ex. 37A, a line-of-sight graphic, depicted the visibility of the proposed maximum 175-ft interior buildings from State Road 46, and the masking effect that the change in site elevation provides. Id. Petitioners’ expert land planner, Heather Urwiller, AICP, testified at the Special Magistrate hearing that the proposed 50- to 100-ft. liner buildings along State Road 46 would provide additional screening of the taller interior buildings. She testified that the Property “steps down” toward the rear boundary, which provides additional buffer to any visual impacts, and that the Property is adjacent to undeveloped, heavily wooded Conservation land on the south side which provides further buffer to more distant residential uses 900 to 1,000 feet away. (Pet. Ex. 39).

29. The Special Magistrate finds, based on the record of the proceedings, that it is important to understand the proposed PUD zoning in the context of the City’s adoption of the so-called “Wolf Branch

Innovation District” (WBID) after a 20-year planning process. (Pet. Ex. 29 at Ex. A; T. 16, 178). The WBID was designed as a joint planning area for collaboration between Lake County and Mount Dora to diversify the economic base of the region by capitalizing on new regional transportation linkages to develop high-density residential, employment and recreational projects. (See, Pet. Ex. 2A at 132). The WBID is composed of 850 acres surrounding the interchange of State Road 46 and the Wekiva Parkway Extension (State Road 453). (Pet. Ex. 2A at 132; Pet. Ex. 43). The City’s 2045 Comprehensive Plan Future Land Use Map designates all property within the WBID as “Employment Center” land use. (Pet. Ex. 2 at 10-11; Tr. 178, Ins. 19-21.). Petitioners’ annexed Property received this Employment Center land use designation in the aforementioned future land use map amendment.

30. The City formally adopted the Wolf Branch Innovation District Implementation Plan in 2019, and subsequently adopted the Wolf Branch Innovation District Design Guidelines in 2020. (Pet. Ex. 29 at Ex. A). The City has since revised its Comprehensive Plan and its Land Development Code (“LDC”) to incorporate provisions regarding the Wolf Branch Innovation District. (Pet. Ex. 25 at 374).

31. The Special Magistrate finds that these formal enactments embody and encode the community’s vision and goals for this region and are credible bases on which investors and interested developers would typically rely in shaping their plans and expectations for lands situated within the Wolf Branch Innovation District.

32. It is important to the Special Magistrate’s analysis of the information presented that the City expressly characterized the nature of future development within the Wolf Branch Innovation District as transformative for the region, to wit: The City’s 2020 Vision Update and EAR Report for its Comprehensive Plan states that “much of the new development going forward will be in the east expansion area (the Wolf Branch Innovation District).” (Pet. Ex. 2A at 66). In this regard, the City’s 2020 Vision Update recognizes that “[t]he character of the expansion area will be markedly different than the

character of the traditional city, both in physical form and in socioeconomics.” (Id.). The City’s 2020 Vision Update further recognizes that the new regional transportation linkages within the region “will have a profound effect on the character and purpose of the eastern portions of the City.” (Id. at 132; T. 120, 243).

33. Pursuant to the City’s Comprehensive Plan and the LDC, the Wolf Branch Innovation District is separated into two districts – an Employment District and a Gateway District. (Pet. Ex. 43 at 42; T. 16). The Petitioners’ Property is located within the “Employment District.” (Id.; T. 16-17).

34. The Wolf Branch Innovation District Implementation Plan envisions that properties located within the “Employment District” will be assigned an “Employment Center” future land use designation pursuant to the City’s Comprehensive Plan. (T. 176). Pursuant to Policy 4.g.(12) of the City’s Future Land Use Element (“FLUE”), the Employment Center future land use category “provides for a variety of office uses, light industrial, multi-family residential, and limited commercial uses that support office uses” and is “intended to accommodate employment development which exhibits a high level of site and building amenities to include extensive landscaping, plazas and pedestrian/employee-friendly gathering areas, central building entrances, enhanced building and site security.” (Pet. Ex. 2 at 10).

35. FLUE Policy 4.g.(12) states that “[z]oning applications within the Employment Center Future Land Use Category must be accompanied by a site/master plan as set forth in the Land Development Regulations,” and “[s]uch plans shall address, at a minimum, buffering, setbacks, lighting and building height, to ensure compatibility with adjacent use.” (Id.). The City’s Employment Center future land use category, however, does not impose a maximum building height limitation. (Id.).

36. Also of significance to the Special Magistrate’s evaluation of the information submitted is the City LDC’s express limitation of implementing zoning for the Employment Center land use category to two options: WBI-E or PUD. Section 1.4, LDC entitled “Land use category and zoning district

compatibility,” provides that “[a]ll development must be consistent with the city’s comprehensive plan which establishes the basis and general guidelines for guiding and regulating land uses.” (Pet. Ex. 1 at 1). In other words, property designated as Employment Center can either be zoned WBI-E (Wolf Branch Innovation Employment) or PUD.

37. PUD is recognized as a type of zoning that allows unique, innovative development to be approved with the requisite flexibility not present in straight zoning categories. See, generally, Section 3.4.5, LDC.

38. And, finally, it is significant that failure to adopt the proposed PUD zoning leaves the Property without any City zoning to implement the Employment Center land use amendment the City adopted for the Property.

III. CONCLUSIONS OF LAW AND ANALYSIS

A. The Role of the Special Magistrate

The Florida Land Use and Environmental Dispute Resolution Act, Section 70.51, Florida Statutes, (“Dispute Resolution Act”) requires that the Special Magistrate make the following determination:

(b) ...[T]he special magistrate shall consider the facts and circumstances set forth in the request for relief and any responses and any other information produced at the hearing in order to determine whether the action by the governmental entity or entities is unreasonable or unfairly burdens the real property.

Section 70.51 (17)(b), Florida Statutes. (Emphasis added.)

The terms “action by the governmental entity” is “unreasonable” or “unfairly burdens the real property” are not defined by the Dispute Resolution Act. It is reasonable to assume, however, that the

Dispute Resolution Act intends for the Special Magistrate to weigh and balance all relevant facts and data involving the action by the governmental entity and the land use issue and craft a reasonable conclusion.

This weighing and balancing approach is clearly indicated by the broad array of “circumstances” the Dispute Resolution Act permits the Special Magistrate to consider. In making the determination of whether the actions of the City were unreasonable or unfairly burden the MK/AMCO Property, the Special Magistrate is given broad discretion pursuant to Section 70.51(18), Florida Statutes, as to what matters to consider:

(a) The history of the real property, including when it was purchased, how much was purchased, where it is located, the nature of the title, the composition of the property, and how it was initially used.

(b) The history or development and use of the real property, including what was developed on the property and by whom, if it was subdivided and how and to whom it was sold, whether plats were filed or recorded, and whether infrastructure and other public services or improvements may have been dedicated to the public.

(c) The history of environmental protection and land use controls and other regulations, including how and when the land was classified, how use was proscribed, and what changes in classifications occurred.

(d) The present nature and extent of the real property, including its natural and altered characteristics.

(e) The reasonable expectations of the owner at the time of acquisition, or immediately prior to the implementation of the regulation at issue, whichever is later, under the regulations then in effect and under common law.

(f) The public purpose sought to be achieved by the development order or enforcement action, including

the nature and magnitude of the problem addressed by the underlying regulations on which the development order or enforcement action is based; whether the development order or enforcement action is necessary to the achievement of the public purpose; and whether there are alternative development orders or enforcement action conditions that would achieve the public purpose and allow for reduced restrictions on the use of the property.

(g) Uses authorized for and restrictions placed on similar property.

In addition to these specific circumstances, the Dispute Resolution Act further provides that the Special Magistrate consider “Any other information determined relevant by the special magistrate.”

§ 70.51(18)(h), Fla. Stat.

If the Special Magistrate finds the action of the City is “unreasonable” or that it “unfairly burdens” the use of the MK/AMCO Property, the Special Magistrate is charged with making a recommendation. As in the matters to consider, the Special Magistrate is given broad authority to craft that recommendation. Section 70.51(19)(b) states:

(b) If the special magistrate finds that the development order or enforcement action, or the development order or enforcement action in combination with the actions or regulations of other governmental entities, is unreasonable or unfairly burdens use of the owner's property, the special magistrate, with the owner's consent to proceed, may recommend one or more alternatives that protect the public interest served by the development order or enforcement action and regulations at issue but allow for reduced restraints on the use of the owner's real property, including, but not limited to:

1. An adjustment of land development or permit standards or other provisions controlling the development or use of land.

2. Increases or modifications in the density, intensity, or use of areas of development.
3. The transfer of development rights.
4. Land swaps or exchanges.
5. Mitigation, including payments in lieu of onsite mitigation.
6. Location on the least sensitive portion of the property.
7. Conditioning the amount of development or use permitted.
8. A requirement that issues be addressed on a more comprehensive basis than a single proposed use or development.
9. Issuance of the development order, a variance, special exception, or other extraordinary relief, including withdrawal of the enforcement action.
10. Purchase of the real property, or an interest therein, by an appropriate governmental entity.

Section 70.51(19)(b), Fla. Stat.

In this proceeding, the Special Magistrate has conducted a public hearing to obtain all the relevant facts and hear from all interested parties.

B. What is Being Considered in this Proceeding

At the outset, it is important to focus on what is being considered in this Special Magistrate proceeding. The fundamental issue is whether a maximum building height of 175 feet for buildings interior to the Property should be allowed by the City. This additional 75 feet of height (over what is permitted under straight zoning) requested through the PUD process for this mixed-use development must be considered in light of the Property's "extreme slope" to the southern boundary, and the 95-ft tall liner buildings proposed along State Road 45. The original requested maximum height fluctuated up then down

in response to public and council comment and Staff Report conditions. At the Special Magistrate hearing, the Petitioners proffered 175 feet as the maximum building height interior to the site.

C. Balancing the Circumstances Surrounding the 175 Ft. Maximum Building Height

(1) General Considerations

The Findings of Facts in this Recommendation show a history since 2018 of the City and the owners of the Property trying to come to consensus on how to develop the MK/AMCO Property. It is clear there have been several concessions (albeit one outlier change) by the owners in this dynamic process and much progress made in agreeing on how the MK/AMCO Property should be developed with many positive steps taken. The height issue seems to be the last major issue where disagreement continues.

It is clear the 175-ft. maximum interior building height results in no adverse impact to traffic, parking, schools, stormwater drainage or a variety of other potentially adverse impacts that sometimes accompany additional intensity. The Staff Report noted that wastewater capacity would be exceeded by full buildout of the development as originally proposed, but that capacity enhancements are part of the approved budget with planning and design to begin in FY 2024-25 and construction to follow.

(2) Concerns Expressed

The reservations about the height expressed by some City Council members and City Staff in Condition 9 to the Staff Report have centered around two issues: First, the potential visual impact, from the viewshed³ standpoint, of adding the additional 75 feet in height to the 100-ft limit of straight zoning; Second, the significant change this first proposed high-intensity development represents for the City. A related concern is more methodological: how to measure the interior buildings' height. There was agreement at one point to measure from State Road 46, as reflected in the Staff Report, and then retrenchment. This issue could be addressed in a revised development order approving the PUD, based on

³ The term "viewshed" means what can be visible of an area from one or more viewing points.

the flexibility allowed to accomplish the innovative, new direction in development encouraged by the Wolf Branch Innovative District. The Special Magistrate recommends the building height be measured according to the “visual formula” articulated by Staff in their report. (Pet. Ex. 25A at 2).

It is evident that the City has adopted policies to encourage the type of large-scale mixed-use development in the Employment Center land use category that the Petitioners have proposed. The Property is vacant, and if improved, the development is expected to generate significant employment and additional professional office, commercial and retail space in the City. (Pet. Ex. 25). From the City’s standpoint, the MK/AMCO Development is a valuable urban infill project.

It is important to also note that the citizens who spoke at the Special Magistrate hearing were truthful and legitimately concerned about potential impacts. Any disagreement with their views is not intended to reflect on their veracity or motive.

(4) The 75-Ft. Height Increase: Viewshed Concerns

The Special Magistrate is unable to find any meaningful impact to the viewshed based on the 75-ft. height increase for a total maximum building height of 175 feet for interior buildings. Vertically, the view bears insignificant impact due to the height increase and the insignificant portion of the sky the increase would block from street or ground level given the amount of the sky that would still be visible. Ameliorating the impact of 175-ft interior buildings is the “extreme slope” of the Property to the south and the setback from State Road 46 depicted on the master plan graphics.

(5) Owners’ Expectations

It is clear the City and Owners have been discussing the MK/AMCO Development for more than 5 years, and that voluntary annexation of the Property was welcomed. Coupled with the adoption of the Wolf Branch Innovative District-related policies and regulations, MK/AMCO had a reasonable expectation that the City would approve the PUD with a maximum height that exceeded straight zoning’s

100-ft limitation by some amount.⁴ At the DRC review, the Planning & Zoning Commission hearing and City Council's first reading of the PUD Ordinance, all the benefits and detriments of the MK/AMCO Development were well-known by all the participants to the meeting. The City's Planning Staff recommended approval with conditions of the PUD to the Planning Commission and the City Council. The City Council passed the PUD Ordinance on first reading but opined about the building height.

At second reading, the councilmembers again discussed the building height for the development and how and whether height should be calculated with respect to State Road 46. See, City's Proposed Recommended Order at ¶22. The Petitioners reduced their request to 197 feet in response to the City Council's commentary. The motion to approve the PUD with 197 feet maximum building height failed. No other motion was put on the floor.

Despite the favorable recommendations by City Staff and City Council's approval of annexation of the Property, an adopted future land use map amendment for the Property, and the PUD Ordinance on first reading, it is unlikely that the actions by the City in this case rise to the level of equitable estoppel. Case law is clear that application of equitable estoppel against governmental entities should only occur in exceptional circumstances. See e.g., Jones v. First Virginia Mortgage and Real Estate Investment Trust, 399 2d 1068 8 (Fla. 2d DCA 1981); Corona Properties of Florida, Inc. v. Monroe County, 485 So. 2d 1314 (Fla. 3d DCA 1986). One of the obstacles for MK/AMCO to overcome is that neither the Planning and Zoning Commission nor the City's Planning Staff can bind the City Council. See e.g. Jones v. First Virginia Mortgage and Real Estate Investment Trust, supra; Barefield v. Davis, 251 So.2d 699 (Fla. 1st DCA 1971); but see City of Naples v. Crans, 292 So. 2d 571 (Fla. 2d DCA 1974). A corollary to that

⁴ It is troublesome that the Petitioners increased their height request from 200 to 350 feet after hearing the concerns expressed about the initial proposed 200 feet, but the final position of Petitioners as of the Special Magistrate hearing – 175 feet – was substantially below any of the numbers tendered in this fluid process and it is the figure to be considered in this Recommendation.

principle is that the City Council (and the Planning Commission) must make their decisions based upon the competent, substantial evidence submitted on the record at the quasi-judicial zoning hearings.

Nevertheless, the actions by the City’s representatives are an important consideration in this proceeding. The Dispute Resolution Act requires the Special Magistrate to consider and weigh a variety of factors some of which may not have a legal redress. § 70.51 (18), Fla. Stat.

IV. FINDING OF UNREASONABLENESS OR UNFAIRLY BURDENS THE USE OF PROPERTY

As noted earlier, Section 70.51, Florida Statutes, gives the Special Magistrate the ability to find that an action by government is “unreasonable” or “unfairly burdens” property by a wide variety of factors. The statute intends for the neutral special magistrate to weigh those factors and make a finding and, if necessary, a recommendation.

In accordance with the Findings of Facts and Conclusions of Law in this Recommendation, the Special Magistrate finds that the denial by the City of Mount Dora of the Planned Unit Development Application (PUD 22-04) is “unreasonable.” This determination is based on weighing and balancing the facts and law previously discussed in this Recommendation. In summary, there is no valid, objective rationale for not approving any zoning for this annexed Property and for not allowing an exceedance of the 100 ft height maximum proscribed by straight zoning – that was the main purpose of seeking a PUD. Moreover, Staff acknowledged the possibility existed for increased height and additional floors in interior buildings but requested additional justification. The reliance by Petitioners on the progression of approvals – annexation, land use amendment and first reading of the PUD ordinance – is a basis to reconsider the City’s development order in this instance.

The key factors considered in this determination are:

1. A height increase from 100 ft. to 175 ft. does not have any significant land use impacts including, but not limited to density, traffic, parking, schools, and intensity of usage.

2. There are no adverse aesthetic impacts associated with the height increase to the southernmost Conservation lands, to the residences 900 to 1,000 feet away, or to the adjacent nonresidential properties along State Road 46.
3. The height increase on the interior buildings is consistent with the Wolf Branch Innovation District's expressed intent to provide for high-intensity development to diversify the economic base and capitalize on transportation improvements in a transformative manner.
4. Modifying the maximum height to 175 ft. – instead of the original 200 ft. – is a direct result of addressing the concerns of the City.
5. The history of land uses in the vicinity of the Property shows that this proposed PUD is the first mixed-use, high-intensity development within the Employment Center of the Wolf Branch Innovation District, that it is currently vacant property and would be a valuable urban infill project from the City's perspective.

V. THE SPECIAL MAGISTRATE RECOMMENDATION

Based on the Findings of Facts, Conclusions of Law, and the finding that the denial by the City of Mount Dora of the Planned Unit Development Application (PUD 22-04) is “unreasonable,” the Special Magistrate recommends that the City grant the Application PUD 22-04 for the MK/AMCO Development, as modified to not exceed 175 feet for interior buildings, and as measured from SR 46 according to the visual formula the City staff described in its report. The City should grant the PUD 22-04 Application pursuant to the procedural requirements of Section 70.51(21), Florida Statutes, including not having to duplicate the procedural and permitting steps that MK/AMCO has already completed.

MK/AMCO should not further change the PUD 22-04 application unless extraordinary circumstances warrant it and if no adverse impacts to the surrounding land use would occur from such a change. No further increase in building height should be made to the PUD or accompanying master plan.

Other Recommendation Items

Land use disputes are emotional episodes in the history of a community and they are becoming more common in Florida as developable spaces diminish and our population growth escalates. It becomes difficult to find rational solutions to the dispute between the valid but competing interests of developers, government, surrounding property owners and other stakeholders. It is at these times that everyone in the community needs to as much as possible look objectively at the situation and see if out of the despair of the dispute and the haze of emotions a solution that advances the different interests within the community can be found.

MK/AMCO, the City and nearby property owners, are going to be interacting with each other for many years to come. There is always going to be some apprehension when a development is placed among established land uses. It is especially so here that the height issue and the disagreements associated with it have put a serious strain on the relationship between the City, the residents and the MK/AMCO Development. All sides are urged to try to put this dispute behind them and reach out to each other to develop a collaborative relationship. Other issues are bound to arise and an on-going, working relationship can go a long way towards resolving such issues before positions are hardened.

The Special Magistrate sincerely thanks the attorneys in this case for their excellent preparation, professionalism at the hearing, and collaboration to ensure that all facts and arguments were fully presented in a fair and timely manner.

Also, the Special Magistrate sincerely thanks the public that participated in this case for taking time to provide valuable information in this proceeding and their community involvement.

Respectfully submitted,

/s/ PATRICE BOYES, ESQ.

Patrice Boyes, Esquire
Special Magistrate
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With copies furnished to:

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and, pursuant to Section 70.51(27), Florida Statutes:

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PL-01 The Capitol
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Attn: Legal Affairs



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Release Settlement Agreement for MK and AD Land Investments, LLC and AMCO Development, Inc.

Introduction:

This is a request for City Council to approve the Release Settlement Agreement.

Discussion:

The City Council, at their regularly scheduled meeting held on June 4, 2024, Tabled the Settlement Agreement to the June 18, 2024, City Council meeting. The attached provides the terms and conditions for action stemming from the legal action of the MK and AD Land Investments, LLC and AMCO Development, Inc. vs City of Mount Dora.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the agreement actions.

Strategic Impact:

Administrative Action item.

Recommendation:

The City Council to approve the Release Settlement Agreement and authorize the Mayor to execute the document on behalf of the City Council.

Attachment(s):

1. MDMU Settlement Agreement 05-30-2024 (clean w exs)

Prepared by: Vince Sandersfeld, City Manager
Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/10/2024
Approved - 6/10/2024
Final Approval - 6/10/2024

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered into on this ____ day of June 2024, by and between MK & AD LAND INVESTMENTS, LLC, and AMCO DEVELOPMENT INC. (collectively, “Amco”), and the CITY OF MOUNT DORA, FLORIDA (“City”).

RECITALS:

WHEREAS, Amco holds a legal and/or equitable interest in 38± acres of real property located in Mount Dora, Lake County, Florida, with Alternate Key Numbers 1039819, 1084059, 2843136, and 1128544 (“Property”); and

WHEREAS, in 2022, Amco filed a rezoning application with the City seeking to rezone the Property from Lake County Light Manufacturing (LM and Planned Industrial District) to City of Mount Dora WBI-E PUD (Wolf Branch Innovation Employment – PUD) for a development known as the Mount Dora Mixed Use Planned Unit Development (“MDMU PUD”); and

WHEREAS, as proposed, the MDMU PUD envisioned a mixed-use town center/urban village, consisting of the following uses: office, retail, hotel, adult living facility, mini-warehouse, commercial support, convention center, residential, and underground parking garage; and

WHEREAS, the City’s Development Review Committee reviewed Amco’s rezoning application at its meeting on November 30, 2022, and recommended approval with conditions; and

WHEREAS, the City’s Planning and Zoning Commission reviewed Amco’s rezoning application at a public hearing on December 21, 2022, and recommended approval subject to eight (8) conditions; and

WHEREAS, following the City’s Planning and Zoning Commission public hearing, Amco revised its rezoning application and the proposed Master Plan for the MDMU PUD; and

WHEREAS, on January 17, 2023, the City of Mount Dora City Council (“City Council”) held its first public hearing on the MDMU PUD and, at the conclusion of such hearing, voted 6-to-1 to approve on first reading the ordinance for the MDMU PUD; and

WHEREAS, on February 21, 2023, the City Council held the second and final public hearing on the MDMU PUD; and

WHEREAS, at the conclusion of the February 21, 2023 public hearing, a motion to approve the proposed MDMU PUD did not garner sufficient votes to pass, and, thus, the proposed MDMU PUD was deemed denied; and

WHEREAS, on March 15, 2023, Amco filed a Request for Relief with the City pursuant to the Florida Land Use and Environmental Dispute Resolution Act, Section 70.51, *Florida Statutes* (“Special Magistrate Proceeding”), to challenge the City Council’s denial of the proposed MDMU PUD; and

WHEREAS, on March 16, 2023, Amco filed a Petition for Writ of Certiorari in the Circuit Court to challenge the City Council’s denial of the proposed MDMU PUD, said case being styled as *MK & AD Land Investments, LLC, v. City of Mount Dora, Florida*, Fifth Judicial Circuit Court, Case No. 2023-CA-000411 (“Certiorari Proceeding”); and

WHEREAS, on June 27, 2023, the City and Amco participated in mediation as required in the Special Magistrate Proceeding, but were unable to reach a solution; and

WHEREAS, on March 11, 2024, the Special Magistrate conducted an all-day evidentiary hearing in the Special Magistrate Proceeding; and

WHEREAS, on May 8, 2024, the Special Magistrate issued her Special Magistrate Recommendation, a copy of which is attached hereto as Exhibit “A,” concluding that it would be unreasonable to deny the proposed MDMU PUD, as modified during the Special Magistrate Proceeding; and

WHEREAS, the City and Amco desire to enter into this Agreement for the purpose of resolving the Special Magistrate Proceeding and the Certiorari Proceeding (collectively, the “Litigation”), and are motivated by a desire to avoid the costs, time, and uncertainty associated with further litigation and to arrive at a fair and reasonable agreement to resolve their dispute.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Amco (collectively, the “Parties”) intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Terms of Agreement.** In connection with the Parties’ mutual execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

- A. The City Council, by virtue of its approval of this Settlement Agreement and consistent with Section 70.51(21)(a), *Florida Statutes*, accepts the Special Magistrate Recommendation as submitted and agrees to proceed to implement the Special Magistrate Recommendation by consideration of the modified MDMU PUD described therein at a public meeting.

- B. As discussed in the Special Magistrate Recommendation and depicted on Exhibit “B” attached hereto, the MDMU PUD shall be modified to have building heights as follows: (1) Tract 1: minimum building height of 50 feet and maximum building height of 100 feet measured from SR 46; (2) Tract 2: minimum building of 85 feet and maximum building height of 100 feet measured from SR 46; (3) Building A: maximum building height of 150 feet measured from SR 46; (4) Buildings B and C: maximum building height of 175 feet measured from SR 46; (5) Building D: maximum building height of 165 feet measured from SR 46; and (6) remaining portion of site: maximum building height of 150 feet measured from SR 46, with the following limitations: (a) proposed hotel building: maximum building height of 138 feet measured from SR 46; (b) proposed independent senior living building: maximum building height of 125 feet measured from SR 46; and (c) proposed multi-story indoor self-storage: maximum building height of 100 feet measured from SR 46. Building height as used herein does not include appurtenances.
- C. The Park area, as depicted on the Master Plan for the MDMU PUD, and potential uses developed therein (*e.g.*, kids’ splash pad/water play zone, etc.), will be accessible to members of the general public and not limited solely to residents of the MDMU PUD.
- D. The list of PUD Permitted Uses on the Master Plan shall be revised as follows: mini-storage, residential (except fee simple residential in a mixed-use building), large box retail, and commercial uses not otherwise listed in the PUD Permitted Use table shall be prohibited on Tracts 1 and 2.
- E. The City agrees to reserve capacity for water and wastewater services for Phase 1 of the MDMU PUD, if available, at the time of site development plan approval for Phase 1.
- F. Amco agrees that Phase 1 of the MDMU PUD shall entail a mixture of residential and non-residential uses, including office and other employment uses. Consistent therewith, Phase 1 shall include a minimum of 25% office and/or other employment uses.
- G. Notwithstanding anything to the contrary in the City’s Land Development Code, Amco shall have twenty-four (24) months from the City Council’s approval of the MDMU PUD to submit for site plan approval for Phase 1 of the project and twenty-four (24) months from the approval of the site plan for Phase 1 to commence construction, which shall be deemed to have occurred upon receipt of either a site development permit or a building permit related to the project; provided, however, Amco may seek an

extension of such timeframes prior to their expiration in accordance with the City's Land Development Code or Florida law.

- H. The conditions set forth in Paragraphs 2.B through G above shall be incorporated into the proposed MDMU PUD ("Revised MDMU PUD") for the City Council's consideration for approval at a public meeting consistent with this Agreement.
- I. Within five (5) days of the Effective Date of this Agreement, Amco shall file a Status Report in the Certiorari Proceeding advising the Circuit Court of this Agreement and requesting that the proceeding be held in abeyance while the Parties are implementing the terms of this Agreement, *i.e.*, review and approval of the Revised MDMU PUD Ordinance and the expiration of any applicable affected party appeal periods.
- J. Amco shall execute and file a Notice of Voluntary Dismissal with prejudice in the Certiorari Proceeding within five (5) days after the expiration of any applicable appeal periods associated with the City Council's approval of the Revised MDMU PUD Ordinance consistent with the terms of this Agreement. If any third-party appeal or legal challenge is filed against such approval, Amco shall execute and file a Notice of Voluntary Dismissal with prejudice in the Certiorari Proceeding within five (5) days after the approval of said Revised MDMU PUD is finally adjudicated in favor of the City and Amco consistent with the terms herein.

3. **Scope of Agreement.** The Parties' obligations and rights under this Agreement are expressly made contingent upon the City Council's approval of this Agreement and the City Council's approval of the Revised MDMU PUD consistent with the conditions set forth in Paragraph 2 of this Agreement. In the event the City Council does not vote to approve the Revised MDMU PUD consistent with the conditions set forth in Paragraph 2 above within thirty (30) days of the Effective Date of this Agreement (unless Amco agrees to an extension of such time-frame in writing), or in the event any third party appeal or legal challenge against the City Council's approval of the Revised MDMU PUD is not finally adjudicated in favor of the City and Amco, this Agreement shall be null and void and the Parties shall retain all of their rights to continue with the Litigation. No term or condition of this Agreement shall be construed as to proscribe, limit, or affect the ability of the City to enforce its Comprehensive Plan, its Land Development Code, or any other authority granted by law concerning the development and construction of the Property.

4. **Authority.** Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement

shall not become binding upon the City unless and until the City Council approves this Agreement at a public meeting, as is required by Florida law.

5. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Lake County, Florida.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

7. **Non-Waiver.** Failure by the City or Amco to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and the City and Amco, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

8. **Mutual Releases.**

- A. Amco, on behalf of itself and any predecessors, successors or assigns, hereby waives and releases, acquits, satisfies, and forever discharges the City, including its elected officials and employees, and any and all affiliates, legal representatives, insurance carriers, successors, and assigns thereof (collectively, the “City-Related Parties”), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, damages and demands whatsoever which Amco ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the Litigation or any other action, suit, claim or lawsuit through the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, Amco covenants with and warrants to the City, including the City-Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against the City, including the City-Related Parties, with regard to any claim raised by any Party in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement. This release includes any and all federal takings, partial takings, inverse condemnation and/or state law claims, including, but not limited to, any claim or claims under the Bert J. Harris, Jr. Act, Fla. Stat. § 70.001, related to the Property from the beginning of time through the Effective Date of this Agreement. Nothing in the foregoing shall be construed or interpreted to constitute a waiver or release

of any potential claims that may arise from events occurring subsequent to the Effective Date of this Agreement.

- B. The City hereby waives and releases, acquits, satisfies, and forever discharges Amco, including its officers, members, directors, shareholders, and employees, and any and all subsidiaries, affiliates, legal representatives, insurance carriers, successors, and assigns thereof (collectively, the “Amco-Related Parties”), from any and all claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises, and demands whatsoever which the City ever had or now has, in law or in equity, for, upon, or by reason of any claim raised or which could have been raised by any Party in the Litigation as of the Effective Date of this Agreement. In addition, and without waiving the generality of the foregoing, the City covenants with and warrants to Amco, including the Amco-Related Parties, that there exist no claims, counterclaims, defenses, objections, offsets, or claims of offsets against Amco, including the Amco-Related Parties, with regard to any claim raised by any party in the Litigation that are not included in and covered by this Agreement. The release set forth in this provision does not apply to any rights granted by or arising from this Agreement.
- C. The releases set forth above shall become effective only upon the City Council’s approval of this Agreement and the City Council’s approval of the Revised MDMU PUD Ordinance consistent with the conditions set forth in Paragraph 2 above, and the expiration of any applicable affected party appeal periods associated therewith. If any third-party appeal or legal challenge is filed against such approvals, these releases shall become effective only upon said approvals being finally adjudicated in favor of the City and Amco consistent with the terms herein.

9. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with further litigation and to arrive at a fair and reasonable agreement with regard to the Litigation. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

10. **Interpretation.** This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms “hereby,” “hereof,” “herein,” “hereto,” “hereunder,” and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

11. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement, except with respect to the regulatory approval process for the Revised MDMU PUD. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

12. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys’ fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial, or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

13. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

14. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto, other than as expressly stated herein. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

15. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the Litigation, and expressly

deny any and all such liability. The Parties acknowledge and agree that this Agreement is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is part of a negotiated settlement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances.

16. **Attorneys' Fees; Costs.** The Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the Litigation and in the preparation of this Agreement.

17. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To Amco:

AMCO Development, Inc.
c/o Aaron Hakim
1019 Flagstone Court
Apopka, Florida 32703

MK & AD Land Investments, LLC
c/o Aaron Hakim
1019 Flagstone Court
Apopka, Florida 32703

With a copy to:

S. Brent Spain, Esquire
Theriaque & Spain
1809 Edgewater Drive
Orlando, Florida 32804

(b) To the City:

City of Mount Dora
c/o Vince Sandersfeld, City Manager
510 N. Baker Street
Mount Dora, Florida 32757

With a copy to:

Patrick Brackins, Esquire
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

19. **Effective Date.** This Agreement shall become effective upon the date of execution by the last of the Parties ("Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

20. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them as set forth herein.

CITY OF MOUNT DORA, FLORIDA

By: _____
MAYOR CRISSY STILE

Date: _____

ATTEST, BY THE CLERK OF THE
CITY COUNCIL OF THE CITY OF
MOUNT DORA, FLORIDA:

JEANANN HAND, City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF MOUNT DORA, FLORIDA:

PATRICK BRACKINS, ESQUIRE – City Attorney

WITNESSES

AMCO DEVELOPMENT, INC., a Florida corporation,

Print Name:_____

By:_____

Name: AARON HAKIM

Its: President

Print Name:_____

Date:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2024, by Aaron Hakim, as President of AMCO Development, Inc., a Florida corporation, on behalf of said entity. Said person ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____

WITNESSES

MK & AD LAND INVESTMENTS, LLC, a
Florida limited liability company,

By: Turat Holdings, LLC, a Florida limited
liability company,

Print Name: _____

Its: Manager

Print Name: _____

By: _____

Name: AARON HAKIM

Its: Managing Member

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day of _____ 2024, by Aaron Hakim, as the
Managing Member of Turat Holdings, LLC, a Florida limited liability company, as Manager of
MK & AD Land Investments, LLC, a Florida limited liability company, on behalf of said entity.
Said person ☐ is personally known to me or ☐ has produced _____ as
identification.

(NOTARY SEAL)

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

EXHIBIT A
SPECIAL MAGISTRATE RECOMMENDATION

**IN RE: MK & AD LAND INVESTMENTS, LLC
and AMCO DEVELOPMENT, INC.**

**City of Mount Dora, Florida, Ordinance No. 2023-04
((Constructive) Denial of Application PUD 22-04)**

Special Magistrate Recommendation

Pursuant to Section 70.51(19), Florida Statutes (2024), and after a full evidentiary hearing held on March 11, 2024, pursuant to Section 70.51(15), Florida Statutes, the Special Magistrate in the above-captioned proceeding enters this Recommendation pursuant to the guidelines set forth in Section 70.51(18), Florida Statutes.

Participants in the Special Magistrate Proceeding

For Petitioners MK & AD Land Investments, LLC, and AMCO Development, Inc. (“Petitioners” or “MK/AMCO”):

S. Brent Spain, Esquire
Theriaque & Spain
1809 Edgewater Drive
Orlando, Florida 32804
Phone: (407) 347-5388
sbs@theriaquelaw.com

For Respondent City of Mount Dora (“City”):

Patrick Brackins, Esquire
Shepard, Smith, Kohlmyer & Hand, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
Phone: (407) 622-1772
pbrackins@shepardlaw.com

There were no individuals or other entities that sought “participation” status pursuant to Section 70.52(12), Florida Statutes. The Special Magistrate nevertheless held a public testimony session as part of the Section 70.51(15), Florida Statutes, evidentiary hearing and the following individuals provided testimony: Carlota Sanz, Josh Hemingway, and James Homich.

I. BACKGROUND

A. The Procedural History of the Project

The Petitioners are the owners of approximately 36± acres of real property generally located south of State Road 46 (“SR 46”), between Buttercup Lane and Suneagle Drive in Lake County, Florida (“Property”), as depicted on the maps in the record. (Pet. Ex. 39). The Petitioners filed an application to rezone the Property to Planned Unit Development (“PUD”). (Pet. Ex. 22 at 13-15)¹. The mixed-use development consists of a “multitude of mixed uses with residential, commercial, senior, some institutional, convention center, hotel, and office [and] employment sectors.” (T. 12-13). The application included phased mid-high rise buildings and commercial support. (City Ex. 19).

The Petitioners filed a Voluntary Annexation Application with the City in June 2022. (T. 18; Pet. Ex. 12). The City’s Planning Staff recommended approval of the annexation of the Property, and the City Council unanimously approved the Property’s annexation at its meeting on August 16, 2022. (Pet. Ex. 14). The City Council’s approval of the annexation is memorialized in Ordinance No. 2022-11. (Pet. Ex. 14A).

Next, in November 2022, Petitioners submitted a Future Land Use Map Amendment Small-Scale Application (FLUM 22-05SM) to the City. (T. 21; Pet. Ex. 18 at 11-19). The application requested to change the future land use designation of the Property from Lake County “Regional Office” to City of Mount Dora “Employment Center.” (Pet. Ex 18). City staff and the City’s Development Review Committee (“DRC”) recommended approval of the land use change as consistent with lands situated in

¹ Exhibits admitted into evidence during the March 11 hearing will be referred to herein by the exhibit number followed by the appropriate page number – e.g., Pet. Ex. 1 at 5 or City Ex. 1. References to the March 11 hearing transcript will be denoted herein as “T.” followed by the appropriate page number – e.g., T. 10.

the WBID; City Council approved the land use change on January 17, 2023, by a vote of 7 to 0. (Pet. Ex. 19, 27).

In November 2022, Petitioners submitted the subject Final Planned Unit Development Application (PUD 22-04) accompanied by a concept plan to the City. (Pet. Ex. 25). The concept plan proposed that buildings fronting SR 46 would be limited to 100 feet in height, but that interior buildings could exceed 200 feet so long as, taking into account the topographic slope of the Property, the buildings did not exceed the “200 ft visibility from State Road 46.” (City Ex. 5; see Condition F.2 in the Development Summary).

The City’s Development Review Committee (“DRC”) in its November 22, 2022, report requested additional justification from the developer for increasing building heights above 100 feet, including illustrations. (Pet. Ex. 21; See Comment 9). In a response dated December 7, 2022, the Petitioners provided narrative and a revised concept plan showing interior buildings increased to a maximum height of 350 ft. (Pet. Ex. 21C). Staff recommended approval with conditions, including submission of additional justification for the additional building height and floors. (Pet. Ex. 22A). The City’s Planning and Zoning Commission at its December 21, 2022, meeting voted 6 to 1 to recommend approval of the revised PUD with staff conditions, including Condition 6, which states:

6. The concept plan for building height of 350 feet in lieu of 100 feet limitation is a concern within the Wolf Branch Innovation District overall vision. Additional building height and building floors could be considered. The applicant has not provided sufficient information and documentation for the building heights being considered are in keeping with the WBID.

(Pet. Ex. 22A).

Subsequent to the Planning & Zoning Commission meeting, Petitioners revised the concept plan to reduce maximum building height to 310 feet as measured from State Road 46. (Pet. Ex. 35). City

Council at its January 17, 2023, quasi-judicial hearing, voted 6 to 1 to approve the PUD rezoning on first reading. (Pet. Ex. 27).

On January 27, 2023, Petitioners again revised the concept plan for the PUD to lower maximum building heights to 250 feet as measured from State Road 46. (Pet. Ex. 36). Staff recommended approval of the PUD with the revised 250-ft building height. (Pet. Ex. 25).

On second reading of the subject Ordinance 2023-04 at the February 21, 2023, City Council quasi-judicial hearing, Petitioners orally stipulated to a reduction to 197 feet in maximum building height as measured from State Road 46. A motion to approve the PUD as modified during the hearing failed to pass. No subsequent motion to deny the PUD was forthcoming. The parties have agreed this is a “deemed denial” for purposes of the instant proceedings. (T. 213). In a letter dated March 6, 2023, the City issued its notice pursuant to Section 166.033, Florida Statutes, of denial of the application. (Pet. Ex. 40).

B. The Special Magistrate Hearing

On March 15, 2023, Petitioners timely filed their Request for Relief with the City. Pursuant to Section 70.51, Florida Statutes, a mediation conference was held on June 27, 2023, between the Petitioners and the City with the undersigned Special Magistrate acting as a mediator to discuss potential negotiated settlement solutions to the issues in this matter. A mediated settlement, however, was not reached. Accordingly, pursuant to Section 70.51, Florida Statutes, the undersigned Special Magistrate conducted the required evidentiary hearing in this matter on March 11, 2024, to gather the information “necessary to understanding” the facts and law applicable to this matter and to be able to develop this Recommendation. § 70.51(17)(c), Fla. Stat. The disputed focal issue in this Section 70.51, Florida Statutes, proceeding is whether Petitioners should be allowed by the City to develop interior buildings on the Property exceeding 100 feet. A separate but related issue concerns the methodology to be used in measuring building heights

in this PUD (i.e. as measured from State Road 46, factoring in the topographic slope of the site, or per a literal reading of the City code).

At the evidentiary hearing, Petitioners presented Aaron Hakim, Petitioners' corporate representative, and Heather Urwiller, MRP, AICP, CFM – who was accepted as an expert in land use, comprehensive planning, urban planning and regional planning, and growth management. (Pet. Ex. 9; T. 103-04). The City presented Vince Sandersfeld, the Acting City Manager and the City's Planning Director.

The following exhibits were entered into evidence: Petitioners' Exhibits 1, 2, 2A, 3, 4, 6, 7, 7A, 8, 8A, 9, 10, 11, 12, 14, 14A, 18, 19, 21, 21A, 21C, 22, 22A, 24, 25, 25A, 27, 27A, 29, 34, 35, 36, 37, 37A, 39, 40, 42, 43, and 45 and The City's Exhibits 1, 2, 3, 4, 5, 6, and 9.

The transcript of the March 11, 2024, proceeding was filed with the Special Magistrate.

Both parties presented most of the facts and other information at the evidentiary hearing by way of documents, maps, and related information. These materials, along with testimony at the evidentiary hearing, contained the necessary information for the Special Magistrate to make the findings and Recommendation in this matter.

The City and Petitioners submitted separate proposed recommended orders to the Special Magistrate on April 24, 2024, which the Special Magistrate has considered in preparation of this Recommendation.

C. The Standard Pursuant Section 70.51, Florida Statutes

The Special Magistrate is charged with making a recommendation to the City and Petitioners regarding the rezoning (PUD) application if the following determination is made in the affirmative:

If an acceptable solution is not reached by the parties after the special magistrate's attempt at mediation, the special magistrate shall consider the facts and circumstances set forth in the request for relief and any responses and any other information produced at the hearing in order to determine whether the action

by the governmental entity or entities is unreasonable or unfairly burdens the real property. Section 70.51(17)(b), Florida Statutes. (Emphasis added.)

II. FINDINGS OF FACT

A. The MK/AMCO Property and the MK/AMCO Development.

1. Petitioners began acquiring the ~36- to ~38-acre +/- Property², which consists of four adjacent vacant parcels, in 2018; assemblage was completed by 2022. (T. 54-57; Pet. Exs. 10, 11; Resp. Ex. 17 at 018). The Property is generally located abutting and to the south of State Road 46, between Buttercup Lane and Suneagle Drive in Lake County, Florida. State Road 46, a principal arterial, was recently widened to a 6-lane divided highway, and the proposed development is not expected to cause the roadway to fall below a level of service “D,” as required by the City’s Comprehensive Plan Transportation Policy 3.e. (Pet. Ex. 25 at 408).

2. The record establishes that the Property has significant elevation and topographic changes from the north to south. (T. 71; Pet. Ex. 25 at 401). While the first approximately 300 feet of the Property is reasonably flat, the remaining 1,200± feet of the Property declines in elevation approximately 50 to 70 feet toward the southern boundary. (T. 191; Ex. 25 at 401).

3. Petitioners purchased the Property with the intention to develop a mixed-use project and spent a few years discussing the concept with the City. (T. 57). Petitioners’ representative testified they would not have purchased the Property had the City informed them that its expected use – including mid-high rise buildings – would not be allowed under the City’s land development code. (T. 58).

² The City notes that the rezoning application and proposed Ordinance applied to approximately 38.23 acres (Resp. Ex. 17 at 018) but the annexation ordinance applied to approximately 36.61 acres (Pet. Ex. 14A). The 1.62-acre discrepancy should be addressed in any final development order issued by the City after consultation with the Petitioners.

4. The City is a Florida municipal corporation which is responsible for reviewing and approving or denying land use and zoning applications for property within the municipal limits, including property annexed into the City from unincorporated Lake County, Florida.

5. Petitioners applied for voluntary annexation of the Property into the City from Lake County. (Pet. Ex. 14A). The annexation was approved unanimously by Mount Dora City Council on August 16, 2022. (Pet. Ex. 14).

6. Upon annexation, the Petitioners applied to amend the future land use map for the Property from Lake County “Regional Office” to City of Mount Dora “Employment Center” (Pet. Ex. 18). City planning staff recommended approval of the map amendment, finding that it was consistent with the City’s adopted comprehensive plan. (Pet. Ex. 19 at 336). On November 30, 2022, the City’s Development Review Committee recommended approval of the land use application; on December 18, 2022, the Planning and Zoning Commission in its role as the Local Planning Agency also recommended approval. (Pet. Ex. 19 at 334).

7. On January 17, 2023, City Council unanimously approved the future land use map amendment FLUM 22-05SM. (Pet. Exs. 19, 27; See Ordinance No. 2023-03, Pet. Ex. 19 at 361-66). The change from Regional Office to Employment Center reduced the intensity of future nonresidential development by approximately 1.7 million square feet based upon the City’s new land use designation having a lower floor area ratio. (Pet. Ex. 25A at 1-2).

8. Prior to any development of the Property, it is also necessary for the City to designate appropriate zoning for the Property to implement the City’s future land use designation of “Employment Center.” Until such application of City zoning occurs, the Property bears a Lake County zoning district of Light Industrial District (LM) and Planned Industrial District (MP), which are inconsistent with the City’s

future land use classification of the Property. (T. 111-12, 114; Pet. Ex. 7A). The City’s planning witness testified it would be “difficult” to obtain a building permit for any development of the Property. (T. 245).

9. Petitioners submitted an application for PUD zoning to “request modification to building height and permitted uses.” (Pet. Ex. 25 at 374). Straight zoning categories pertinent to this land use category limit building heights to 100 feet. The application proposed 100-ft limits on buildings fronting State Road 45 and (initially) a 350-ft. maximum building height for interior buildings (Pet. Ex. 25 at 374), although that maximum height was reduced several times until and including the Special Magistrate proceeding at which the proffered maximum building height for interior buildings was 175 feet.

10. Petitioners filed a Final Planned Unit Development Application (PUD 22-04) with the City in November 2022. (Pet. Ex. 25 at 388-90). The PUD is a “mixed use live, work, play development” encompassing a “multitude of mixed uses with residential, commercial, senior, some institutional, convention center, hotel, and office [and] employment sectors.” (T. 12-13).

11. As required by the City’s Land Development Code (“LDC”), the application was accompanied by a proposed concept plan. (City Ex. 5). Condition F.2 in the Development Summary on the initial concept plan proposed a maximum building height of “200 ft for interior buildings” and provided that “[i]nterior buildings are allowed to exceed the 200 ft in height as the site slopes to the rear but cannot exceed the 200 ft visibility from State Road 46.” (Id.).

12. The City’s DRC reviewed the PUD and issued comments on November 22, 2022. (Pet. Ex. 21). In Comment 9, the DRC requested that the Petitioners “[p]rovide justification for building height from 100ft to 200ft and include illustrations.” (Pet. Ex. 21 at 2). The DRC also stated, “[i]f all the review comments are satisfactorily addressed, the applications will be presented to the Planning and Zoning Commission on December 21, 2022.” (Pet. Ex. 21A).

13. The Petitioners provided written responses to the DRC comments, including Comment 9. (Pet. Ex. 21C). Petitioners stated that “for this project to be sustainable in design and viable we require increased building heights” and “[w]e believe the merits of the project that have been expressed . . . in addition to the topography changes within the site with 70ft of elevation change from North to South provide justification in obtaining an increased building height.” (Id. at 3). Petitioners submitted a revised concept plan, increasing the maximum building height to 350 feet as measured from SR 46. (Id.; Pet. Ex. 34).

14. The City’s Planning and Zoning Commission considered the proposed PUD at its meeting on December 21, 2022. (Pet. Ex. 24). The Staff Report recommended approval with conditions, specifically addressing concerns with extending building heights to 350 feet. (Pet. Ex. 22A at 1). The Staff Report stated, “[t]he applicant is seeking to make the property’s zoning district consistent with the property’s land use category,” and “[t]he proposed PUD will pair with the Employment Center land use category for a mixed use project supporting high density residential, commercial, and office uses.” (Id. at 6). The Staff Report in Condition 6 stated, “[a]dditional building height and building floors could be considered,” but additional information and documentation was needed. (Id. at 2). At the conclusion of its meeting, the City’s Planning and Zoning Commission voted 6-to-1 to recommend approval of the PUD with Staff’s conditions. (Pet. Ex. 24 at 15).

15. Petitioners submitted a revised concept plan, which, in part, reduced the maximum building height to 310 feet as measured from SR 46. (Pet. Ex. 35). The City’s Planning Staff stated that the updated concept plan “appears to have addressed all PZC conditions.” (Pet. Ex. 25A at 2).

16. At first reading of the adopting Ordinance on January 17, 2023, the City Council considered the modified PUD at a quasi-judicial hearing. (Pet. Ex. 27). The Staff Report recommended

approval of the PUD with conditions, in part related to building heights. (Pet. Ex. 25 at 369; Pet. Ex. 27 at 8). The City Council voted 6-to-1 to approve the PUD on first reading. (Pet. Ex. 27 at 9).

17. After City Council's first reading, apparently in reaction to council comment, Petitioners further revised the concept plan, reducing the maximum building height to 250 feet as measured from SR 46. (Pet. Ex. 36, 25A at 2).

18. At second reading of the Ordinance on February 21, 2023, City Council considered the modified PUD for final approval. (Pet. Ex. 29). The Staff Report for the February 21, 2023, meeting recommended approval of the PUD with the revised maximum building height of 250 feet as measured from SR 46. (Pet. Ex. 25A at 2; Pet. Ex. 27 at 8). Staff noted that the applicant has "requested deviations" from the zoning district assignment of the WBI-E to include additional commercial use, and an increase in the building height from 100 to 250 feet. Id. Staff provided the following justification in the report:

As noted, there are existing conditions of the site which appear to provide justification for building height adjustments with the slope of the land from SR 46 to the railroad (north to south) ranging from 55 feet to 60 feet. In addition, the job creation associated with professional offices is consistent with the overall purpose of the Employment Center of the WBID. **The height is a visual formula defined as follows: no buildings can be greater than 250 feet with a 310 feet setback from SR 46. The final grade of the site will not allow any building to view from SR 46 to be higher than 250 feet and must be setback 310 feet. The extreme slope of the site from SR 46 to the Railroad (southern end) drops from 55 feet to 60 feet in elevation.** (emphasis added)

Id. at 2.

19. The Special Magistrate finds that this visual formula agreed to by Staff and Petitioners as of February 21, 2023, is a reasonable methodology to employ to resolve the building height metric issue for this PUD, which contains "extreme slope."

20. The Special Magistrate also finds that the February 21, 2023 Staff Report is competent, substantial evidence in support of approving the PUD application.

21. The record contains no evidence that competent, substantial evidence was provided by a land use expert or equivalent expert in opposition to the PUD final approval at the February 21, 2023, City Council's quasi-judicial hearing. Rather, the testimony supported approval of the application. For instance, the City's Economic Development Manager testified as to the history of the Wolf Branch Innovation District and Staff explained that the PUD would be the first mixed-use development within the WBID's Employment District. (Pet. Ex. 29 at Ex. A; Pet. Ex. 25A at 1; T. 43). Petitioners' economic development expert testified that the PUD would create substantial and long-term positive fiscal impacts on the City, including, but not limited to, job creation, economic growth, and increased tax revenue. (Pet. Ex. 29 at Ex. C; T. 44). At the City Council hearing, Petitioners also stipulated to a further reduction in building height to 197 feet as measured from SR 46, and agreed to a condition that Phase 1 of the PUD would include a minimum of 25% office uses. (Pet. Ex. 29 at 8-9).

22. At the conclusion of the February 21, 2023, hearing, a motion to approve the PUD, as modified during the hearing, failed. (Id. at 9). No subsequent motion was offered. As a result, the PUD was deemed denied. (T. 213). The City Council's denial of the PUD is memorialized in a letter-form Development Order to the Petitioners dated March 6, 2023. (Pet. Ex. 40).

23. The City's March 6, 2023, Development Order cited to general review criteria for rezonings (§3.3.4, LDC) and PUD zoning district designations (§3.4.5, LDC) but failed to specify which criteria in particular the Petitioner's zoning request did not meet. The stated reason for denial, albeit circular, was that the proposed Ordinance 2023-04, as amended, "failed to secure final adoption by the City; thus, the rezoning request on the Property from County Light Manufacturing and County Regional Office to City Planned Unit Development with assignment of Wolf Branch Innovation Employment

(WBI-E) District was DENIED.” In contrast, the City Staff report for the City Council’s readings of the PUD ordinance found the application complied with Section 3.3.4, LDC. (T. 138).

24. At the Special Magistrate proceeding, the City relied heavily on the development standards contained in Section 3.4.15, LDC, which limit building heights to 100 feet for lands bearing the straight zoning of WBI-E or WBI-G – categories Petitioners did not seek; therefore, these LDC development criteria are inapplicable to this case. [Section 1.4, LDC sets forth the land use categories and zoning district compatibility in a table. (Pet. Ex. 1 at 1). For a land use designation of “Employment Center,” the “Permitted Zoning Districts” are WBI-E *and* PUD; for a land use designation of “Employment Center Gateway Sub-District,” permitted zoning districts are WBI-G and PUD. Id. Petitioners’ Property is designated as “Employment Center.”].

25. Section 3.4.5, LDC sets forth the permitted uses in a PUD and directs a PUD applicant to pursue master plan approval using the *procedures* of this section. (Pet. Ex. 1 at 3). The uses and standards of the PUD “shall be consistent with the underlying WBI-E and WBI-G zoning districts of this code.” Id. “Consistency” does not mean exactly duplicative in the parlance of land use planning undertaken by experts. There is no evidence of record that a land use expert concluded the proposed PUD was inconsistent with the LDC on the basis of interior building height.

26. Similarly, the LDC’s default for site development standards is the content of straight zoning districts, unless modified in the PUD process as proposed by Petitioners for permitted uses and building heights. § 3.4.5(4), LDC. (Pet Ex. 1 at 4). LDC Section 3.4.5(4) c. and d. provide criteria for establishing a PUD’s development standards, the gravamen of which concerns ensuring compatibility with the comprehensive plan and zoning districts in the vicinity of the subject property. Id. The term “Compatibility” is defined as follows in Section 163.3164(9), Florida Statutes:

(9) “Compatibility” means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such

that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.”

(Pet. Ex. 47).

The record is devoid of any evidence or expert testimony from the City concerning the “compatibility” of the proposed PUD, as defined by the Florida Growth Management Act. In contrast, Petitioners’ land planning expert testified that the reductions made by the applicant to building heights coupled with the staggered building heights enhanced compatibility of the proposed PUD.

27. During the Special Magistrate proceedings, Petitioners’ revised master plan, Ex. 37, was admitted into evidence over the City’s objections. In this statutory land use dispute resolution process, it is significant to the analysis that the Petitioners modified their proposal down to a maximum building height of 175 feet. Introduction of new proposals is permissible in a 70.51, F.S. proceeding. Section 70.51(17), Florida Statutes, provides in pertinent part, “The object of the hearing is to focus attention on the impact of the government action giving rise to the request for relief and to *explore alternatives to the development order*...in order to recommend relief, when appropriate, to the owner.” (Emphasis added).

28. Petitioners’ Ex. 37A, a line-of-sight graphic, depicted the visibility of the proposed maximum 175-ft interior buildings from State Road 46, and the masking effect that the change in site elevation provides. Id. Petitioners’ expert land planner, Heather Urwiller, AICP, testified at the Special Magistrate hearing that the proposed 50- to 100-ft. liner buildings along State Road 46 would provide additional screening of the taller interior buildings. She testified that the Property “steps down” toward the rear boundary, which provides additional buffer to any visual impacts, and that the Property is adjacent to undeveloped, heavily wooded Conservation land on the south side which provides further buffer to more distant residential uses 900 to 1,000 feet away. (Pet. Ex. 39).

29. The Special Magistrate finds, based on the record of the proceedings, that it is important to understand the proposed PUD zoning in the context of the City’s adoption of the so-called “Wolf Branch

Innovation District” (WBID) after a 20-year planning process. (Pet. Ex. 29 at Ex. A; T. 16, 178). The WBID was designed as a joint planning area for collaboration between Lake County and Mount Dora to diversify the economic base of the region by capitalizing on new regional transportation linkages to develop high-density residential, employment and recreational projects. (See, Pet. Ex. 2A at 132). The WBID is composed of 850 acres surrounding the interchange of State Road 46 and the Wekiva Parkway Extension (State Road 453). (Pet. Ex. 2A at 132; Pet. Ex. 43). The City’s 2045 Comprehensive Plan Future Land Use Map designates all property within the WBID as “Employment Center” land use. (Pet. Ex. 2 at 10-11; Tr. 178, lns. 19-21.). Petitioners’ annexed Property received this Employment Center land use designation in the aforementioned future land use map amendment.

30. The City formally adopted the Wolf Branch Innovation District Implementation Plan in 2019, and subsequently adopted the Wolf Branch Innovation District Design Guidelines in 2020. (Pet. Ex. 29 at Ex. A). The City has since revised its Comprehensive Plan and its Land Development Code (“LDC”) to incorporate provisions regarding the Wolf Branch Innovation District. (Pet. Ex. 25 at 374).

31. The Special Magistrate finds that these formal enactments embody and encode the community’s vision and goals for this region and are credible bases on which investors and interested developers would typically rely in shaping their plans and expectations for lands situated within the Wolf Branch Innovation District.

32. It is important to the Special Magistrate’s analysis of the information presented that the City expressly characterized the nature of future development within the Wolf Branch Innovation District as transformative for the region, to wit: The City’s 2020 Vision Update and EAR Report for its Comprehensive Plan states that “much of the new development going forward will be in the east expansion area (the Wolf Branch Innovation District).” (Pet. Ex. 2A at 66). In this regard, the City’s 2020 Vision Update recognizes that “[t]he character of the expansion area will be markedly different than the

character of the traditional city, both in physical form and in socioeconomics.” (Id.). The City’s 2020 Vision Update further recognizes that the new regional transportation linkages within the region “will have a profound effect on the character and purpose of the eastern portions of the City.” (Id. at 132; T. 120, 243).

33. Pursuant to the City’s Comprehensive Plan and the LDC, the Wolf Branch Innovation District is separated into two districts – an Employment District and a Gateway District. (Pet. Ex. 43 at 42; T. 16). The Petitioners’ Property is located within the “Employment District.” (Id.; T. 16-17).

34. The Wolf Branch Innovation District Implementation Plan envisions that properties located within the “Employment District” will be assigned an “Employment Center” future land use designation pursuant to the City’s Comprehensive Plan. (T. 176). Pursuant to Policy 4.g.(12) of the City’s Future Land Use Element (“FLUE”), the Employment Center future land use category “provides for a variety of office uses, light industrial, multi-family residential, and limited commercial uses that support office uses” and is “intended to accommodate employment development which exhibits a high level of site and building amenities to include extensive landscaping, plazas and pedestrian/employee-friendly gathering areas, central building entrances, enhanced building and site security.” (Pet. Ex. 2 at 10).

35. FLUE Policy 4.g.(12) states that “[z]oning applications within the Employment Center Future Land Use Category must be accompanied by a site/master plan as set forth in the Land Development Regulations,” and “[s]uch plans shall address, at a minimum, buffering, setbacks, lighting and building height, to ensure compatibility with adjacent use.” (Id.). The City’s Employment Center future land use category, however, does not impose a maximum building height limitation. (Id.).

36. Also of significance to the Special Magistrate’s evaluation of the information submitted is the City LDC’s express limitation of implementing zoning for the Employment Center land use category to two options: WBI-E or PUD. Section 1.4, LDC entitled “Land use category and zoning district

compatibility,” provides that “[a]ll development must be consistent with the city’s comprehensive plan which establishes the basis and general guidelines for guiding and regulating land uses.” (Pet. Ex. 1 at 1). In other words, property designated as Employment Center can either be zoned WBI-E (Wolf Branch Innovation Employment) or PUD.

37. PUD is recognized as a type of zoning that allows unique, innovative development to be approved with the requisite flexibility not present in straight zoning categories. See, generally, Section 3.4.5, LDC.

38. And, finally, it is significant that failure to adopt the proposed PUD zoning leaves the Property without any City zoning to implement the Employment Center land use amendment the City adopted for the Property.

III. CONCLUSIONS OF LAW AND ANALYSIS

A. The Role of the Special Magistrate

The Florida Land Use and Environmental Dispute Resolution Act, Section 70.51, Florida Statutes, (“Dispute Resolution Act”) requires that the Special Magistrate make the following determination:

(b) ...[T]he special magistrate shall consider the facts and circumstances set forth in the request for relief and any responses and any other information produced at the hearing in order to determine whether the action by the governmental entity or entities is unreasonable or unfairly burdens the real property.

Section 70.51 (17)(b), Florida Statutes. (Emphasis added.)

The terms “action by the governmental entity” is “unreasonable” or “unfairly burdens the real property” are not defined by the Dispute Resolution Act. It is reasonable to assume, however, that the

Dispute Resolution Act intends for the Special Magistrate to weigh and balance all relevant facts and data involving the action by the governmental entity and the land use issue and craft a reasonable conclusion.

This weighing and balancing approach is clearly indicated by the broad array of “circumstances” the Dispute Resolution Act permits the Special Magistrate to consider. In making the determination of whether the actions of the City were unreasonable or unfairly burden the MK/AMCO Property, the Special Magistrate is given broad discretion pursuant to Section 70.51(18), Florida Statutes, as to what matters to consider:

(a) The history of the real property, including when it was purchased, how much was purchased, where it is located, the nature of the title, the composition of the property, and how it was initially used.

(b) The history or development and use of the real property, including what was developed on the property and by whom, if it was subdivided and how and to whom it was sold, whether plats were filed or recorded, and whether infrastructure and other public services or improvements may have been dedicated to the public.

(c) The history of environmental protection and land use controls and other regulations, including how and when the land was classified, how use was proscribed, and what changes in classifications occurred.

(d) The present nature and extent of the real property, including its natural and altered characteristics.

(e) The reasonable expectations of the owner at the time of acquisition, or immediately prior to the implementation of the regulation at issue, whichever is later, under the regulations then in effect and under common law.

(f) The public purpose sought to be achieved by the development order or enforcement action, including

the nature and magnitude of the problem addressed by the underlying regulations on which the development order or enforcement action is based; whether the development order or enforcement action is necessary to the achievement of the public purpose; and whether there are alternative development orders or enforcement action conditions that would achieve the public purpose and allow for reduced restrictions on the use of the property.

(g) Uses authorized for and restrictions placed on similar property.

In addition to these specific circumstances, the Dispute Resolution Act further provides that the Special Magistrate consider “Any other information determined relevant by the special magistrate.”

§ 70.51(18)(h), Fla. Stat.

If the Special Magistrate finds the action of the City is “unreasonable” or that it “unfairly burdens” the use of the MK/AMCO Property, the Special Magistrate is charged with making a recommendation. As in the matters to consider, the Special Magistrate is given broad authority to craft that recommendation. Section 70.51(19)(b) states:

(b) If the special magistrate finds that the development order or enforcement action, or the development order or enforcement action in combination with the actions or regulations of other governmental entities, is unreasonable or unfairly burdens use of the owner's property, the special magistrate, with the owner's consent to proceed, may recommend one or more alternatives that protect the public interest served by the development order or enforcement action and regulations at issue but allow for reduced restraints on the use of the owner's real property, including, but not limited to:

1. An adjustment of land development or permit standards or other provisions controlling the development or use of land.

2. Increases or modifications in the density, intensity, or use of areas of development.
3. The transfer of development rights.
4. Land swaps or exchanges.
5. Mitigation, including payments in lieu of onsite mitigation.
6. Location on the least sensitive portion of the property.
7. Conditioning the amount of development or use permitted.
8. A requirement that issues be addressed on a more comprehensive basis than a single proposed use or development.
9. Issuance of the development order, a variance, special exception, or other extraordinary relief, including withdrawal of the enforcement action.
10. Purchase of the real property, or an interest therein, by an appropriate governmental entity.

Section 70.51(19)(b), Fla. Stat.

In this proceeding, the Special Magistrate has conducted a public hearing to obtain all the relevant facts and hear from all interested parties.

B. What is Being Considered in this Proceeding

At the outset, it is important to focus on what is being considered in this Special Magistrate proceeding. The fundamental issue is whether a maximum building height of 175 feet for buildings interior to the Property should be allowed by the City. This additional 75 feet of height (over what is permitted under straight zoning) requested through the PUD process for this mixed-use development must be considered in light of the Property's "extreme slope" to the southern boundary, and the 95-ft tall liner buildings proposed along State Road 45. The original requested maximum height fluctuated up then down

in response to public and council comment and Staff Report conditions. At the Special Magistrate hearing, the Petitioners proffered 175 feet as the maximum building height interior to the site.

C. Balancing the Circumstances Surrounding the 175 Ft. Maximum Building Height

(1) General Considerations

The Findings of Facts in this Recommendation show a history since 2018 of the City and the owners of the Property trying to come to consensus on how to develop the MK/AMCO Property. It is clear there have been several concessions (albeit one outlier change) by the owners in this dynamic process and much progress made in agreeing on how the MK/AMCO Property should be developed with many positive steps taken. The height issue seems to be the last major issue where disagreement continues.

It is clear the 175-ft. maximum interior building height results in no adverse impact to traffic, parking, schools, stormwater drainage or a variety of other potentially adverse impacts that sometimes accompany additional intensity. The Staff Report noted that wastewater capacity would be exceeded by full buildout of the development as originally proposed, but that capacity enhancements are part of the approved budget with planning and design to begin in FY 2024-25 and construction to follow.

(2) Concerns Expressed

The reservations about the height expressed by some City Council members and City Staff in Condition 9 to the Staff Report have centered around two issues: First, the potential visual impact, from the viewshed³ standpoint, of adding the additional 75 feet in height to the 100-ft limit of straight zoning; Second, the significant change this first proposed high-intensity development represents for the City. A related concern is more methodological: how to measure the interior buildings' height. There was agreement at one point to measure from State Road 46, as reflected in the Staff Report, and then retrenchment. This issue could be addressed in a revised development order approving the PUD, based on

³ The term “viewshed” means what can be visible of an area from one or more viewing points.

the flexibility allowed to accomplish the innovative, new direction in development encouraged by the Wolf Branch Innovative District. The Special Magistrate recommends the building height be measured according to the “visual formula” articulated by Staff in their report. (Pet. Ex. 25A at 2).

It is evident that the City has adopted policies to encourage the type of large-scale mixed-use development in the Employment Center land use category that the Petitioners have proposed. The Property is vacant, and if improved, the development is expected to generate significant employment and additional professional office, commercial and retail space in the City. (Pet. Ex. 25). From the City’s standpoint, the MK/AMCO Development is a valuable urban infill project.

It is important to also note that the citizens who spoke at the Special Magistrate hearing were truthful and legitimately concerned about potential impacts. Any disagreement with their views is not intended to reflect on their veracity or motive.

(4) The 75-Ft. Height Increase: Viewshed Concerns

The Special Magistrate is unable to find any meaningful impact to the viewshed based on the 75-ft. height increase for a total maximum building height of 175 feet for interior buildings. Vertically, the view bears insignificant impact due to the height increase and the insignificant portion of the sky the increase would block from street or ground level given the amount of the sky that would still be visible. Ameliorating the impact of 175-ft interior buildings is the “extreme slope” of the Property to the south and the setback from State Road 46 depicted on the master plan graphics.

(5) Owners’ Expectations

It is clear the City and Owners have been discussing the MK/AMCO Development for more than 5 years, and that voluntary annexation of the Property was welcomed. Coupled with the adoption of the Wolf Branch Innovative District-related policies and regulations, MK/AMCO had a reasonable expectation that the City would approve the PUD with a maximum height that exceeded straight zoning’s

100-ft limitation by some amount.⁴ At the DRC review, the Planning & Zoning Commission hearing and City Council's first reading of the PUD Ordinance, all the benefits and detriments of the MK/AMCO Development were well-known by all the participants to the meeting. The City's Planning Staff recommended approval with conditions of the PUD to the Planning Commission and the City Council. The City Council passed the PUD Ordinance on first reading but opined about the building height.

At second reading, the councilmembers again discussed the building height for the development and how and whether height should be calculated with respect to State Road 46. See, City's Proposed Recommended Order at ¶22. The Petitioners reduced their request to 197 feet in response to the City Council's commentary. The motion to approve the PUD with 197 feet maximum building height failed. No other motion was put on the floor.

Despite the favorable recommendations by City Staff and City Council's approval of annexation of the Property, an adopted future land use map amendment for the Property, and the PUD Ordinance on first reading, it is unlikely that the actions by the City in this case rise to the level of equitable estoppel. Case law is clear that application of equitable estoppel against governmental entities should only occur in exceptional circumstances. See e.g., Jones v. First Virginia Mortgage and Real Estate Investment Trust, 399 2d 1068 8 (Fla. 2d DCA 1981); Corona Properties of Florida, Inc. v. Monroe County, 485 So. 2d 1314 (Fla. 3d DCA 1986). One of the obstacles for MK/AMCO to overcome is that neither the Planning and Zoning Commission nor the City's Planning Staff can bind the City Council. See e.g. Jones v. First Virginia Mortgage and Real Estate Investment Trust, supra; Barefield v. Davis, 251 So.2d 699 (Fla. 1st DCA 1971); but see City of Naples v. Crans, 292 So. 2d 571 (Fla. 2d DCA 1974). A corollary to that

⁴ It is troublesome that the Petitioners increased their height request from 200 to 350 feet after hearing the concerns expressed about the initial proposed 200 feet, but the final position of Petitioners as of the Special Magistrate hearing – 175 feet – was substantially below any of the numbers tendered in this fluid process and it is the figure to be considered in this Recommendation.

principle is that the City Council (and the Planning Commission) must make their decisions based upon the competent, substantial evidence submitted on the record at the quasi-judicial zoning hearings.

Nevertheless, the actions by the City's representatives are an important consideration in this proceeding. The Dispute Resolution Act requires the Special Magistrate to consider and weigh a variety of factors some of which may not have a legal redress. § 70.51 (18), Fla. Stat.

IV. FINDING OF UNREASONABLENESS OR UNFAIRLY BURDENS THE USE OF PROPERTY

As noted earlier, Section 70.51, Florida Statutes, gives the Special Magistrate the ability to find that an action by government is "unreasonable" or "unfairly burdens" property by a wide variety of factors. The statute intends for the neutral special magistrate to weigh those factors and make a finding and, if necessary, a recommendation.

In accordance with the Findings of Facts and Conclusions of Law in this Recommendation, the Special Magistrate finds that the denial by the City of Mount Dora of the Planned Unit Development Application (PUD 22-04) is "unreasonable." This determination is based on weighing and balancing the facts and law previously discussed in this Recommendation. In summary, there is no valid, objective rationale for not approving any zoning for this annexed Property and for not allowing an exceedance of the 100 ft height maximum proscribed by straight zoning – that was the main purpose of seeking a PUD. Moreover, Staff acknowledged the possibility existed for increased height and additional floors in interior buildings but requested additional justification. The reliance by Petitioners on the progression of approvals – annexation, land use amendment and first reading of the PUD ordinance – is a basis to reconsider the City's development order in this instance.

The key factors considered in this determination are:

1. A height increase from 100 ft. to 175 ft. does not have any significant land use impacts including, but not limited to density, traffic, parking, schools, and intensity of usage.

2. There are no adverse aesthetic impacts associated with the height increase to the southernmost Conservation lands, to the residences 900 to 1,000 feet away, or to the adjacent nonresidential properties along State Road 46.
3. The height increase on the interior buildings is consistent with the Wolf Branch Innovation District's expressed intent to provide for high-intensity development to diversify the economic base and capitalize on transportation improvements in a transformative manner.
4. Modifying the maximum height to 175 ft. – instead of the original 200 ft. – is a direct result of addressing the concerns of the City.
5. The history of land uses in the vicinity of the Property shows that this proposed PUD is the first mixed-use, high-intensity development within the Employment Center of the Wolf Branch Innovation District, that it is currently vacant property and would be a valuable urban infill project from the City's perspective.

V. THE SPECIAL MAGISTRATE RECOMMENDATION

Based on the Findings of Facts, Conclusions of Law, and the finding that the denial by the City of Mount Dora of the Planned Unit Development Application (PUD 22-04) is “unreasonable,” the Special Magistrate recommends that the City grant the Application PUD 22-04 for the MK/AMCO Development, as modified to not exceed 175 feet for interior buildings, and as measured from SR 46 according to the visual formula the City staff described in its report. The City should grant the PUD 22-04 Application pursuant to the procedural requirements of Section 70.51(21), Florida Statutes, including not having to duplicate the procedural and permitting steps that MK/AMCO has already completed.

MK/AMCO should not further change the PUD 22-04 application unless extraordinary circumstances warrant it and if no adverse impacts to the surrounding land use would occur from such a change. No further increase in building height should be made to the PUD or accompanying master plan.

Other Recommendation Items

Land use disputes are emotional episodes in the history of a community and they are becoming more common in Florida as developable spaces diminish and our population growth escalates. It becomes difficult to find rational solutions to the dispute between the valid but competing interests of developers, government, surrounding property owners and other stakeholders. It is at these times that everyone in the community needs to as much as possible look objectively at the situation and see if out of the despair of the dispute and the haze of emotions a solution that advances the different interests within the community can be found.

MK/AMCO, the City and nearby property owners, are going to be interacting with each other for many years to come. There is always going to be some apprehension when a development is placed among established land uses. It is especially so here that the height issue and the disagreements associated with it have put a serious strain on the relationship between the City, the residents and the MK/AMCO Development. All sides are urged to try to put this dispute behind them and reach out to each other to develop a collaborative relationship. Other issues are bound to arise and an on-going, working relationship can go a long way towards resolving such issues before positions are hardened.

The Special Magistrate sincerely thanks the attorneys in this case for their excellent preparation, professionalism at the hearing, and collaboration to ensure that all facts and arguments were fully presented in a fair and timely manner.

Also, the Special Magistrate sincerely thanks the public that participated in this case for taking time to provide valuable information in this proceeding and their community involvement.

Respectfully submitted,

/s/ PATRICE BOYES, ESQ.

Patrice Boyes, Esquire
Special Magistrate
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With copies furnished to:

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For Respondent City of Mount Dora (“City”):

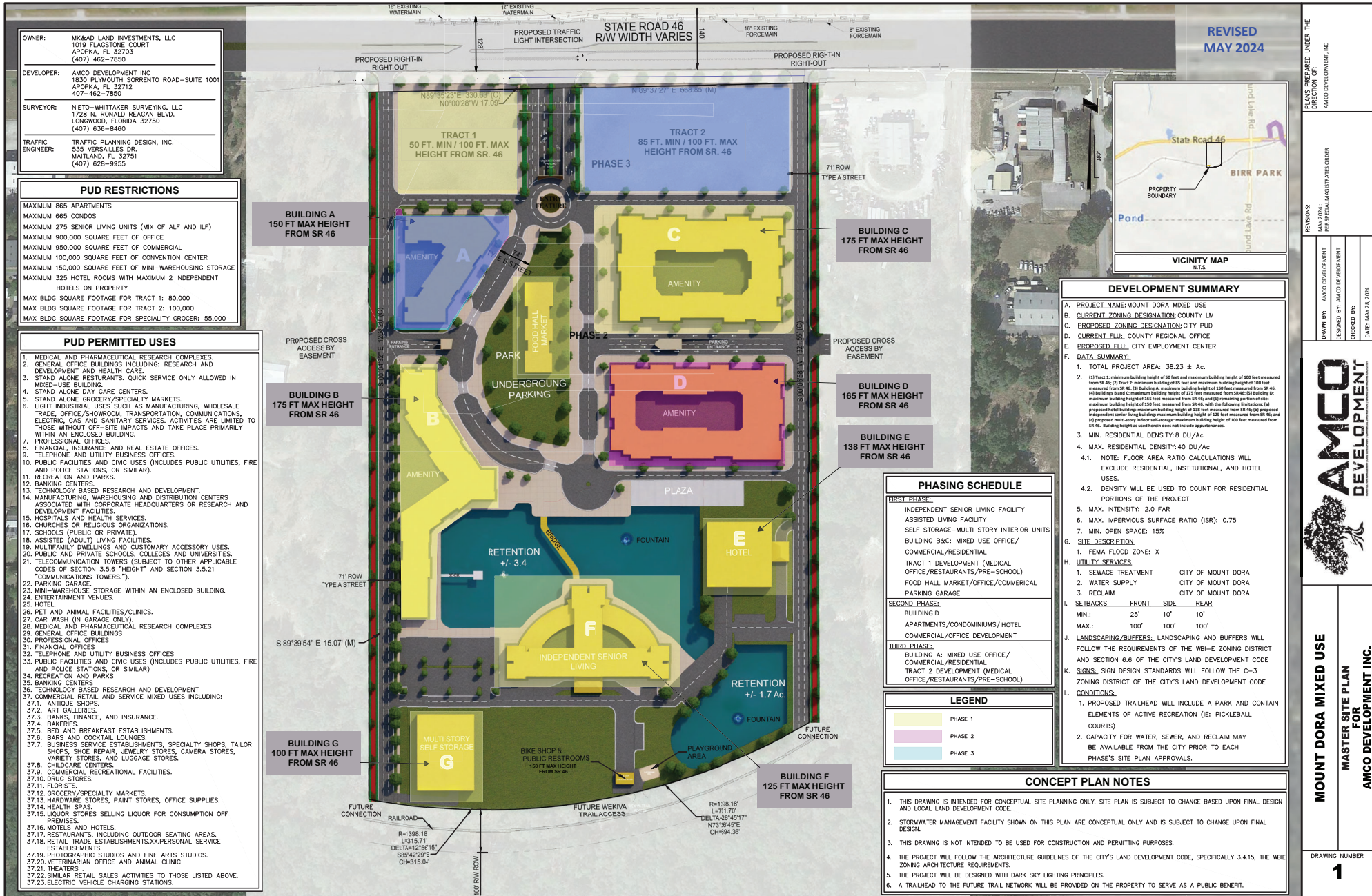
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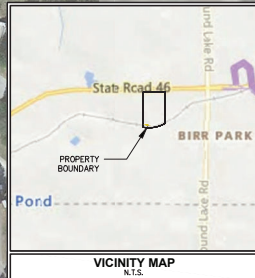
and, pursuant to Section 70.51(27), Florida Statutes:

Office of the Attorney General
State of Florida
PL-01 The Capitol
Tallahassee, Florida 32399-1050
Attn: Legal Affairs

EXHIBIT B
REVISED MASTER PLAN FOR MDMU PUD



REVISED
MAY 2024



DEVELOPMENT SUMMARY

- PROJECT NAME: MOUNT DORA MIXED USE
 - CURRENT ZONING DESIGNATION: CITY LM
 - PROPOSED ZONING DESIGNATION: CITY PUD
 - CURRENT FLUJ: COUNTY REGIONAL OFFICE
 - PROPOSED FLUJ: CITY EMPLOYMENT CENTER
- #### DATA SUMMARY:
- TOTAL PROJECT AREA: 38.23 ± Ac.
 - (1) Tract 1: minimum building height of 50 feet and maximum building height of 100 feet measured from SR 46; (2) Tract 2: minimum building height of 50 feet and maximum building height of 100 feet measured from SR 46; (3) Building A: maximum building height of 150 feet measured from SR 46; (4) Building B and C: maximum building height of 175 feet measured from SR 46; (5) Building D: maximum building height of 165 feet measured from SR 46; and (6) remaining portion of site: maximum building height of 125 feet measured from SR 46, with the following limitations: (a) proposed hotel building: maximum building height of 138 feet measured from SR 46; (b) proposed independent senior living building: maximum building height of 125 feet measured from SR 46; and (c) proposed multi-story indoor self-storage: maximum building height of 100 feet measured from SR 46. Building height as used herein does not include appendages.
 - MIN. RESIDENTIAL DENSITY: 8 DU/Ac
 - MAX. RESIDENTIAL DENSITY: 40 DU/Ac
 - NOTE: FLOOR AREA RATIO CALCULATIONS WILL EXCLUDE RESIDENTIAL, INSTITUTIONAL, AND HOTEL USES.
 - DENSITY WILL BE USED TO COUNT FOR RESIDENTIAL PORTIONS OF THE PROJECT
 - MAX. INTENSITY: 2.0 FAR
 - MAX. IMPERVIOUS SURFACE RATIO (ISR): 0.75
 - MIN. OPEN SPACE: 15%
- #### SITE DESCRIPTION
- FEMA FLOOD ZONE: X
- #### UTILITY SERVICES
- SEWAGE TREATMENT CITY OF MOUNT DORA
 - WATER SUPPLY CITY OF MOUNT DORA
 - RECLAIM CITY OF MOUNT DORA
- #### SETBACKS
- | | FRONT | SIDE | REAR |
|------|-------|------|------|
| MIN: | 25' | 10' | 10' |
| MAX: | 100' | 100' | 100' |
- #### LANDSCAPING/BUFFERES: LANDSCAPING AND BUFFERS WILL FOLLOW THE REQUIREMENTS OF THE WB-E ZONING DISTRICT AND SECTION 6.6 OF THE CITY'S LAND DEVELOPMENT CODE
- #### SIGNS: SIGN DESIGN STANDARDS WILL FOLLOW THE C-3 ZONING DISTRICT OF THE CITY'S LAND DEVELOPMENT CODE
- #### CONDITIONS:
- PROPOSED TRAILHEAD WILL INCLUDE A PARK AND CONTAIN ELEMENTS OF ACTIVE RECREATION (E: PICKLEBALL COURTS)
 - CAPACITY FOR WATER, SEWER, AND RECLAIM MAY BE AVAILABLE FROM THE CITY PRIOR TO EACH PHASE'S SITE PLAN APPROVALS.

PHASING SCHEDULE

- #### FIRST PHASE:
- INDEPENDENT SENIOR LIVING FACILITY
ASSISTED LIVING FACILITY
SELF STORAGE-MULTI STORY INTERIOR UNITS
BUILDING B&C: MIXED USE OFFICE/
COMMERCIAL/RESIDENTIAL
- #### SECOND PHASE:
- TRACT 1 DEVELOPMENT (MEDICAL
OFFICE/RESTAURANTS/PRE-SCHOOL)
FOOD HALL MARKET/OFFICE/COMMERCIAL
PARKING GARAGE
- #### THIRD PHASE:
- BUILDING A: MIXED USE OFFICE/
COMMERCIAL/RESIDENTIAL
TRACT 2 DEVELOPMENT (MEDICAL
OFFICE/RESTAURANTS/PRE-SCHOOL)

LEGEND

- PHASE 1
- PHASE 2
- PHASE 3

CONCEPT PLAN NOTES

- THIS DRAWING IS INTENDED FOR CONCEPTUAL SITE PLANNING ONLY. SITE PLAN IS SUBJECT TO CHANGE BASED UPON FINAL DESIGN AND LOCAL LAND DEVELOPMENT CODE.
- STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE CONCEPTUAL ONLY AND IS SUBJECT TO CHANGE UPON FINAL DESIGN.
- THIS DRAWING IS NOT INTENDED TO BE USED FOR CONSTRUCTION AND PERMITTING PURPOSES.
- THE PROJECT WILL FOLLOW THE ARCHITECTURE GUIDELINES OF THE CITY'S LAND DEVELOPMENT CODE, SPECIFICALLY 3.4.15, THE WB-E ZONING ARCHITECTURE REQUIREMENTS.
- THE PROJECT WILL BE DESIGNED WITH DARK SKY LIGHTING PRINCIPLES.
- A TRAILHEAD TO THE FUTURE TRAIL NETWORK WILL BE PROVIDED ON THE PROPERTY TO SERVE AS A PUBLIC BENEFIT.

PLANS PREPARED UNDER THE
DIRECTION OF:
AMCO DEVELOPMENT INC

REVISIONS:
MAY 2024:
PER SPECIAL AGENTS ORDER

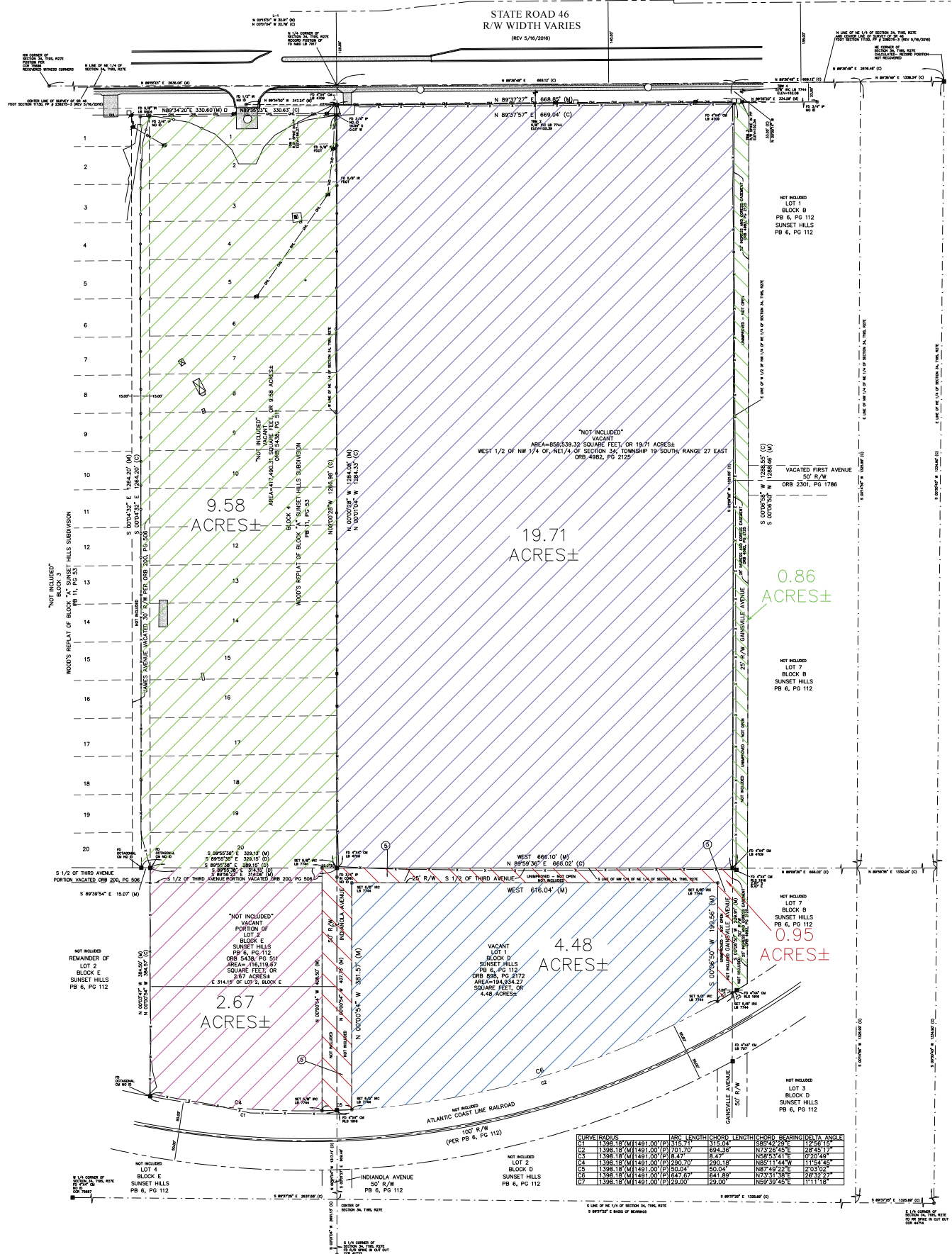
DRAWN BY: AMCO DEVELOPMENT
DESIGNED BY: AMCO DEVELOPMENT
CHECKED BY:
DATE: MAY 23, 2024

AMCO DEVELOPMENT

**MOUNT DORA MIXED USE
MASTER SITE PLAN
FOR
AMCO DEVELOPMENT INC.**

DRAWING NUMBER
1

AREA CALCS ONLY



TOTAL LAND AREA OF THE EXTERIOR BOUNDARY: 37.39 ACRES ±
AREA OF 25.00 R/W OF GAINSVILLE AVE STRIP: 0.86 ACRES ±

PREPARED FOR:

MK & AD Land Investments, LLC
June 18, 2024 City Council Regular Session Agenda Packet
STATE ROAD 46, MOUNT DORA, LAKE COUNTY, FL 32757

FIELD BY: DW	DATE: 4/21/2021
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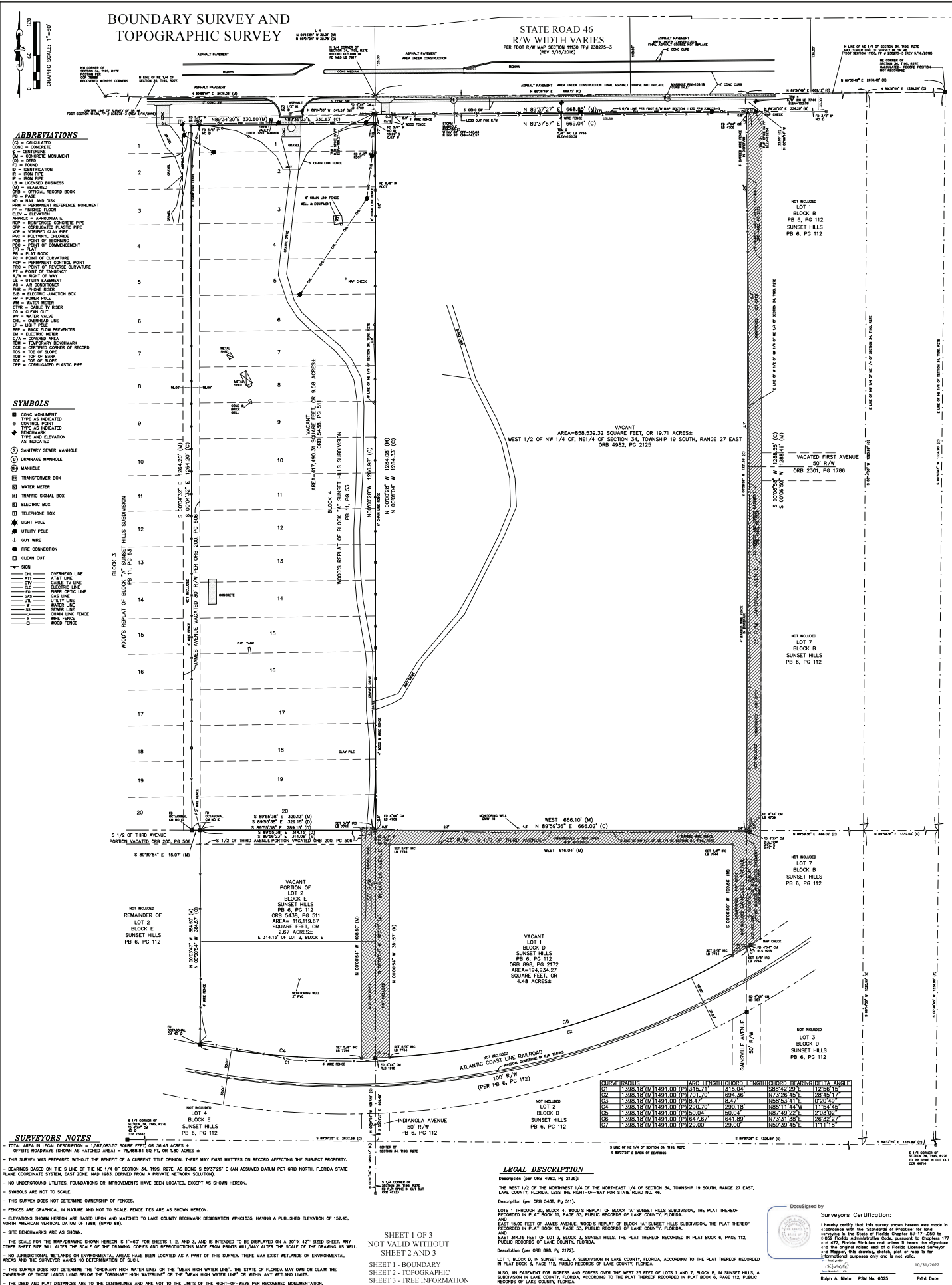
ORDER NO.:	
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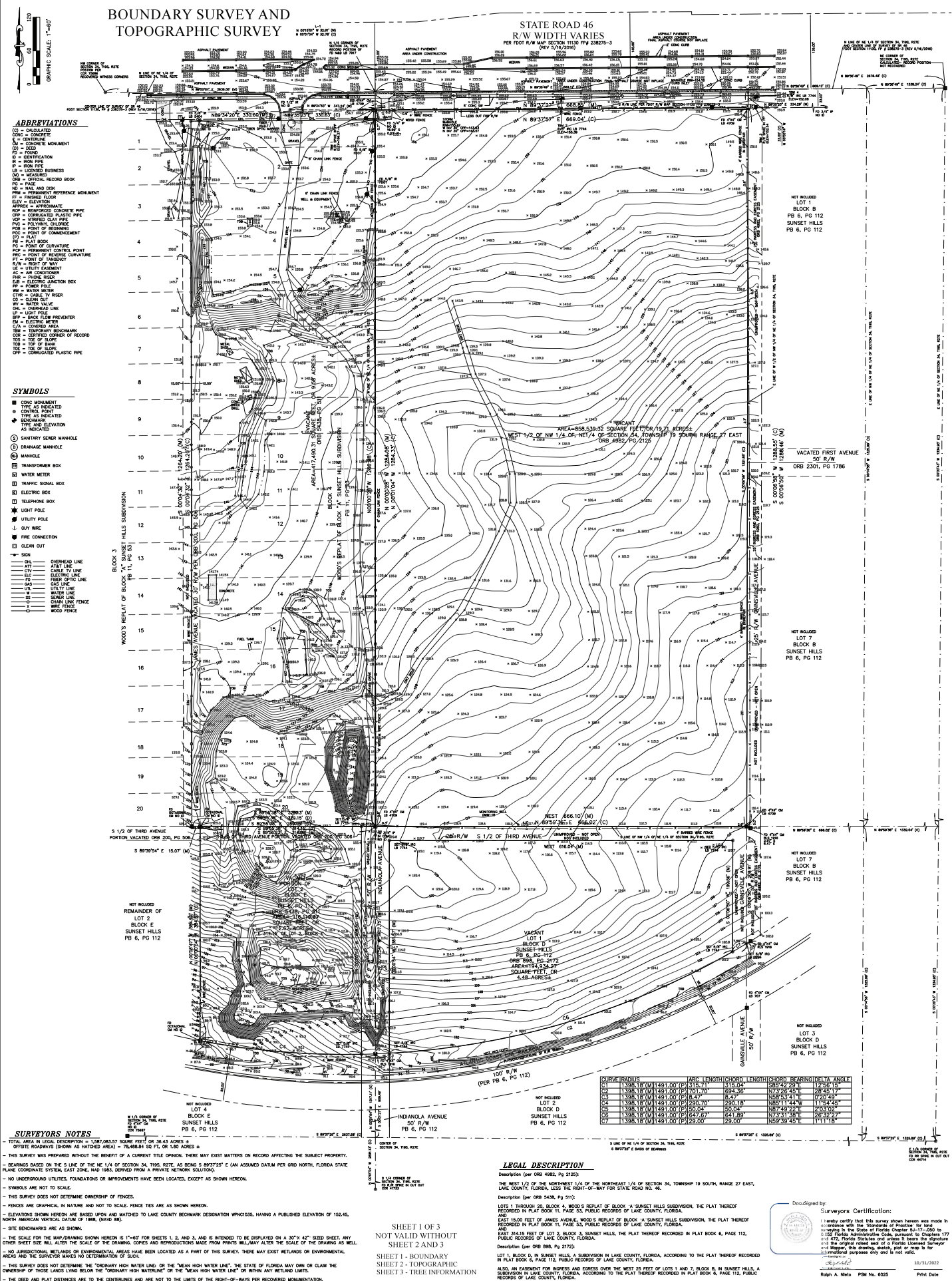
DRAWN BY: BPS	ORDER NO.: NW 19-247
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SCALE: 1"=60' SHEET: 1 OF 1

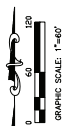


Nieto-Whittaker Surveying LLC
217 of 384
PH: (407) 636-8460 FAX: (407) 636-8461
LB No. 7744





BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY

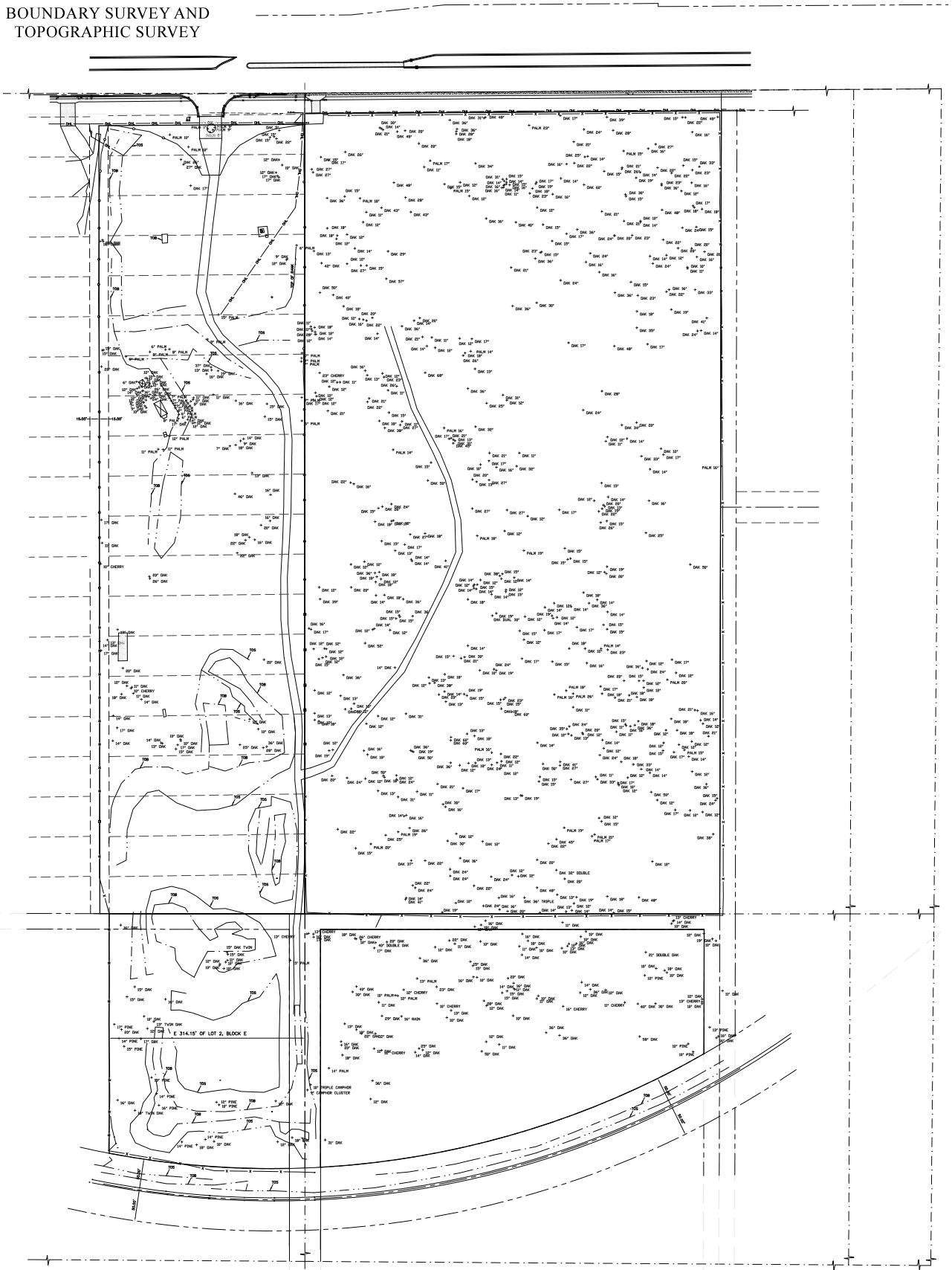


ABBREVIATIONS

[illegible]

SYMBOLS

	CORE MONUMENT		
	TYPE AS INDICATED		
	CONTROL POINT		
	TYPE AS INDICATED		
	BENCHMARK		
	TYPE AND ELEVATION AS INDICATED		
	SANITARY SEWER MANHOLE		
	DRAINAGE MANHOLE		
	MANHOLE		
	TRANSFORMER BOX		
	WATER METER		
	TRAFFIC SIGNAL BOX		
	ELECTRIC BOX		
	TELEPHONE BOX		
	LIGHT POLE		
	UTILITY POLE		
	WIRE		
	GUY FRIE CONNECTION		
	CLEAN OUT		
	SIGN		
	OVERHEAD LINE		
	AT&T LINE		
	CABLE TV LINE		
	ELC LINE		
	GAS LINE		
	FIBER OPTIC LINE		
	UTL LINE		
	WATER LINE		
	SEWER LINE		
	CHAIN LINK FENCE		
	WIRE FENCE		
	WOOD FENCE		



SURVEYORS NOTES

TOTAL AREA IN LEGAL DESCRIPTION = 1,020,000 S. 00.00 E. OR 26.43 ACRES
 OPTIC RADIUS (RADIUS AS SHOWN ON PLAT) = 704.68 IN. (57 FT. 10 IN.)
 THIS SURVEY WAS PREPARED UNDER THE BENEFIT OF A CURRENT TITLE OPINION. THERE MAY BE MATTERS ON RECORD AFFECTING THE SUBJECT PROPERTY.
 BEARINGS BASED ON THE S 1/4 OF THE NE 1/4 OF SECTION 34, T19S, R2E, S&B TO 89°32'37" E (AN ASSUMED DATA FOR GRID NORTH, FLORIDA STATE PLAT COORDINATE SYSTEM, EAST 1983, DATA DERIVED FROM A PRIVATE NETWORK SOLUTION).
 NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.
 - SYMBOLS ARE NOT TO SCALE.
 - THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF FENCES.
 - FENCES ARE GRAPHICAL IN NATURE AND NOT TO SCALE. FENCED LINES ARE AS SHOWN HEREON.
 - ELEVATIONS SHOWN HEREON ARE BASED UPON AND MATCHED TO LAKE COUNTY BENCHMARK DEPARTMENTATION WHYLOSS, HAVING A PUBLISHED ELEVATION OF 126.65, NORTH AMERICAN VERTICAL DATUM OF 1988. (NAD 83).
 - SITE BENCHMARKS ARE AS SHOWN.
 - THE SCALE FOR THE MAP/READING SURVEY IS 1"=40' FOR SHEETS 1, 2, AND 3, AND IS INTENDED TO BE DISPLAYED ON A 30" X 42" SHEET SIZE. OTHER SHEET SIZE WILL ALTER THE SCALE OF THE DRAWING. COPIES AND REPRODUCTIONS MADE FROM PRINTS WILL MAY ALTER THE SCALE OF THE DRAWING AS WELL.
 - THE SURVEYOR HAS NOT BEEN ADVISED OF ANY RECORDS OR RECORDS BEEN LOCATED AS A PART OF THIS SURVEY, THEY MAY EXIST WITHLANDS ON ENVIRONMENTAL AREAS AND THE SURVEYOR MAKES NO DETERMINATION OF SUCH.
 - THIS SURVEY DOES NOT DETERMINE THE "ORDINARY HIGH WATER LINE" OR THE "MEAN HIGH WATER LINE". THE STATUS OF FLORIDA MAY NOW OR CLAIM THE "ORDINARY HIGH WATER LINE" OR THE "MEAN HIGH WATER LINE" OR THE "MEAN HIGH WATER LINE" OR THE "MEAN HIGH WATER LINE" OR THE "MEAN HIGH WATER LINE".
 - THE SEED AND PLANT DISTANCES ARE TO THE CENTRALS AND ARE NOT TO THE LINES OF THE RIGHT-OF-WAY PER RECORDED OWNERSHIP.

SHEET 1 OF 3
NOT VALID WITHOUT
SHEET 2 AND 3
SHEET 1 - BOUNDARY
SHEET 2 - TOPOGRAPHIC
SHEET 3 - TREE INFORMATION

PREPARED FOR:

June 18, 2024 City Council Regular Session Agenda Packet

STATE ROAD 46, MOUNT DORA, LAKE COUNTY, FL 32757

Sessie	
I	6/17/2021

ADD OFFSITE AREA CALCS AND REVISED CLIENT NAME

FIELD BY: DW	DATE: 11/11/19
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DATE: 11/1/01

ORDER NO.:

SCALE: 1"=60'	SHEET: 2 OF 2
---------------	---------------

DATE:	11/11/19
ORDER NO.:	

SHEET: 2 OF 2

Page 220 of 384
 W. J. Baker Surveying LLC
 1728 N. Ronald Reagan Blvd., Longwood, FL 32750
 PH: (407) 636-8460 FAX: (407) 636-8461
 LB No. 7744



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Final Reading and Adoption of **Ordinance No. 2023-04** Final PUD Mount Dora Mixed Use for MK and AD Land Investments, LLC.

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2023-04.

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

Discussion:

The City Council, at their regularly scheduled meeting held on June 4, 2024, Tabled the Second and Final Reading of Ordinance No. 2024-03 to the June 18, 2024, City Council meeting.

Pursuant to Florida Statutes, Section 166.041(4) Attachment #1 is the completed Ordinance Business Impact Estimate. Final legal advertisements for the adoption hearing are included in Attachment #2.

The applicant's proposal is to create a Planned Unit Development (PUD) for the Mount Dora Mixed Use project located south side SR 46 within the Wolf Branch Innovation Districts. These lands were recently annexed under Ordinance No. 2022-11 on August 16, 2022. Further descriptions and details of the Final PUD are contained in Attachment #3 - Summary Report.

Mount Dora Mixed Use Final PUD (WBI-E Zoning District) Master Plan:

- Buildings heights range between 50 feet and 150 feet, with the only exceptions being Buildings B & C (175 feet) and Building D (165 feet).

- Minimum building heights of 50 feet and 85 feet have been established for the two (2) out-parcels fronting State Road 46 (i.e., Tracts 1 and 2).
- Prohibit mini-storage, residential (except fee simple residential in a mixed-use building), large box retail, and commercial uses from being developed on Tracts 1 and 2.
- The park area (e.g., kids' splash pad/water play zone, etc.), will be accessible to members of the public and not limited solely to residents of the MDMU PUD.
- Phase 1 of the MDMU PUD shall require a mixture of residential and nonresidential uses (including office and other employment uses), and shall include a minimum of 25% office and/or other employment uses.

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. 2023-04.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 Legal Ad Publication (Final)
3. Attachment 3 PUD Summary Report (Final)
4. Ordinance 2023-04 MDMU (FINAL Exhibits A-B)

Prepared by: Vince Sandersfeld, City Manager
Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/10/2024
Approved - 6/10/2024
Final Approval - 6/10/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2023-04

ORDINANCE TITLE: Final PUD Mount Dora Mixed Use for MK and AD Land Investments, LLC

DEPARTMENT: Planning and Development

MEETING DATE: June 18, 2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the “Businesses”) in the City’s jurisdiction, including the following, if any:
 - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: _____;
 - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible _____; and
 - o Estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
Costs: _____ Revenues from Fees: _____
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: _____.
- Additional applicable information:

X A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- o Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- o Florida Statutes, Section 553.73, relating to the Florida Building Code
- o Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- o Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- o The issuance or refinancing of debt.
- o To comply with a federal or state law or regulation.
- o To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- o To adopt an Emergency Ordinance pursuant to applicable law.
- o To implement a contract or agreement.
- o Is related to procurement.

ATTACHMENT #2
NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2023-04
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-04. The final public hearing on the ordinance will be held on Tuesday, June 18, 2024 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 2023-04 is as follows:

ORDINANCE NO: 2023-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE REZONING AND MASTER PLAN FOR “MOUNT DORA MIXED USE”; PROVIDING FOR THE REZONING AND APPROVAL OF THE MOUNT DORA WOLF BRANCH INNOVATION EMPLOYMENT (WBI-E) PLANNED UNIT DEVELOPMENT DISTRICT FOR THAT PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF SR 46 AND EAST OF BUTTERCUP LANE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND 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.

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: June 7, 2024



**CITY OF
MOUNT
DORA**

**Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191**

E-mail: plandev@cityofmoundora.com

**FINAL PUD SUMMARY REPORT
MK AND AD LAND INVESTMENTS, LLC**

Report Date:

June 4, 2024

Reference/Support:

City's Land Development Code Section 3.3 LDC – Procedures for rezoning
Section 3.4.15 LDC – WBI-E Wolf Branch Innovation Employment District.
Policy 4.g (12) FLUE of the Mount Dora Comprehensive Plan 2045
Annexation Ordinance No. 2022-11
FLU Employment Center Ordinance No. 2023-03
MK AMCO - City Mount Dora Section 70.51 FS Special Magistrate Recommendation

Wolf Branch Innovation District (WBID) Design Guidelines Ordinance No. 2020-20 adopted 5-4-2021 Link:
<https://ci.mount-dora.fl.us/DocumentCenter/View/13000/WBID-Design-Standards-?bidId=>

Background:

Owners	MK and AD Land Investments, LLC
Applicant	Aaron Hakim, Amco Development
General Location:	Located on the south side of State Road 44, between Buttercup Lane and Suneagle Drive
Alternate Key Nos.	1128544, 1039819, 2843136 and 1084059
Zoning District:	Lake County Light Manufacturing and Planned Industrial
Proposed Zoning District:	PUD with zoning district assignment of WBI-E
Future Land Use Category:	Lake County Regional Office
Proposed Land Use Category	City Employment Center (Processing under Separate Application)
Overlays:	Wolf Branch Innovation District
Site Area:	38.25 +/- acres (37.39 acres plus 0.86 acres in a 25 foot right-of-way proposed to be vacated)
Existing Use:	Vacant Land

SURROUNDING PROPERTY TABLE:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)	Comments
North	ROW	NA	NA	Arterial Road	SR 46
South	City	Conservation	Green Belt	Preservation Area	Wolf Branch Sink Preserve
East	County	Regional Office	Light Industrial	Auto Repair Shop	Peeler Truck Service
West	County	Regional Office	Light Industrial	Residence	Single Family Dwelling Unit

The subject property was annexed into the City of Mount Dora with the adoption of Ordinance 2022-11 on August 16, 2022. The property contains 36.43 acres and is vacant. The zoning will be assigned Wolf Branch Innovation Employment (WBI-E) district.

The Final PUD Master Plan has been revised with the recommendation steaming from Special Magistrate report and Settlement Agreement. The Final PUD Master Plan revision includes:

- 175 feet building height for Interior Buildings, as measured from SR 46.
- Minimum building heights of 50 feet and 85 feet have been established for the two (2) outparcels fronting State Road 46 (i.e., Tracts 1 and 2).
- Prohibit mini-storage, residential (except fee simple residential in a mixed-use building), large box retail, and commercial uses not otherwise listed in the PUD Permitted Use table from being developed on Tracts 1 and 2.
- Splash pad/water play zone, etc.), will be accessible to members of the general public and not limited solely to residents of the MDMU PUD.
- Phase 1 of the MDMU PUD shall require a mixture of residential and non-residential uses (including office and other employment uses), and shall include a minimum of 25% office and/or other employment uses.

The subject property is located within the Wolf Branch Innovation District (WBID). The WBID is a special planning area totaling approximately 850 acres that is expected to accommodate a significant regional employment center along the Wekiva Parkway. In 2017, the City entered into an interlocal agreement with Lake County and Levy Consultants, LLC, in order to collaborate on the economic development of the WBID. The City has since revised the Comprehensive Plan and Land Development Code to incorporate the recommendations made within the Wolf Branch Innovation District Implementation Plan prepared by Levey Consulting and GAI Consultants, Inc. dated September 20, 2022. The City has implemented the uses allowed by right, prohibited uses, performance standards, and design guidelines. The City created specific master planned design requirements to assist development proposal to create work-force type uses in two separate districts: (WBI-G) Gateway with location criteria specific to SR 46 and Round Lake Road Intersection; and remaining lands to be zoned WBI-E for the

Employment zoning. This project is located in the Employment section of the district.

The Applicant is proposing a mixed use development with a mixture of residential, commercial, and office uses which is consistent with the Implementation Plan. The Applicant is seeking to develop the property consistent with the Wolf Branch Innovation Employment (WBI-E) zoning district but is seeking a Planned Unit Development (PUD) in order to obtain waivers (or deviations) from the WBI-E zoning district. The Development Standards Matrix outlines the development standards between the Employment Center land use category, WBI-E zoning district, and the proposed master PUD. The notable differences are the maximum building height and permitted uses.

LDC Section 3.4.15. (7)(g)(11), states that single-use highway commercial uses not located within a mixed use building are prohibited within the WBI-E zoning district. Mixed use means at least two of the following uses within a single building: commercial, office, or residential. Multiple commercial buildings developed on the same site are not allowed by definition of mixed use. The Applicant is seeking to include single-use commercial uses as a permitted use on the subject property. Goal 1, Objective 4, Policy g.12, Future Land Use Element of the Comprehensive Plan, specifically prohibits single-use highway commercial uses.

The Applicant also lists mini-warehouse storage as a permitted use on the master PUD plan. This use is not permitted within the WBI-E zoning district unless determined to be compatible by the Planning & Zoning Commission (PZC). The PZC will need to include a formal determination of compatibility within the rezoning approval to accommodate this use. To ensure that the Mini-Storage use is compatible with the proposed development and character of district, recommends including specific design standards (indoor, climate control, prohibiting outdoor storage, screening, or architectural features such as facade fenestration, windows, roof lines, etc.) to ensure compatibility with the vision for the district.

Goal 1, Objective 4, Policy g.12, Future Land Use Element of the Comprehensive Plan, establishes a 1.0 Floor Area Ratio (FAR) for development within the Employment Center land use category and allows a 2.0 FAR with certain exceptional design and performance criteria as described within the LDC. LDC Section 3.4.15. (7)(e), provides the public benefit elements necessary to allow a maximum 2.0 FAR as: (1) Dedicated public park open to the public managed privately; (2) Additional open space above the required minimum; (3) Park and ride lot; (4) Off-site infrastructure including streets and trails; and/or (5) Land donation for transportation improvements. The PUD master plan indicates that a trailhead to the future trail network will be provided on site to serve as the public benefit. The PUD plans depicts a bike shop, public restrooms, and a playground area for the trailhead but does not include the size of the trailhead park. The intensity increase may be allowed at the sole discretion of City Council.

The Applicant is seeking to develop the property with a 2.0 FAR which would allow 3,332,340 square feet of building floor area. This requirement applies to all commercial, employment, industrial, and residential uses developed on the site. The Applicant provided maximum square footage allotments for various uses but does not have specific numbers established at this time.

With the exception of hotels and motels no more than twenty percent (20%) of the floor area shall be allocated to commercial uses. Of the 20% floor area, only commercial uses that support this category shall be permitted, such as restaurants, cafes, associated retail/wholesale, daycares or shops located within an office park or office building. The intent of this provision to prohibit highway oriented commercial uses within this land use category.

Based on the information provided, the development would be developed with 36% commercial uses. The numbers provided on the concept plan are the maximum square footages allotted to each use and do not reflect how the property may be developed. At this time, the ends users for the project are not determined. The Applicant contends that the maximum square footage will adhere to the maximum 2.0 FAR which would result in a maximum of 3,332,340 square feet of building area.

Use	Residential	Employment	Commercial
Apartments	865 Units		
Condos	665 Units		
Senior Living Facility		467,310 SF	
Office		900,000 SF	
Commercial			750,000 SF
Convention Center		100,000 SF	
Mini-Warehousing Storage		150,000 SF	
Hotels		437,000	
Specialty Grocer			55,000 SF
Tract 1		80,000 SF	
Tract 2		100,000 SF	
Total Use Allotments	1,530 Dwelling Units	2,234,310 SF	805,000 SF

STANDARDS FOR REVIEW:

Pursuant to LDC Section 3.3.4, the City shall consider the following criteria in reviewing applications for a rezoning:

1. The need and justification for the change:

The property was annexed into the city limits in August of 2022 and was not assigned a land use category or zoning district. The subject property is located within the WBID which was adopted by City Council in December of 2020. The Wolf Branch Innovation District area is designated for an Employment Center future land use.

The applicant is seeking to make the property's zoning district consistent with the property's land use category. The proposed PUD will pair with the Employment Center land use category for a mixed use project supporting high density residential, commercial, and office uses.

2. The effect of the change, if any, on the particular property and on surrounding property:

The PUD is generally consistent with the WBI-E zoning district which was established in conjunction with the Implementation Plan. The proposed development is consistent with the intent of the WBID and Employment land use category but is more intense than imagined and

does not provide accommodations to buffer the development from the abutting properties which have not been developed consistent with the WBID.

3. **The amount of undeveloped land having the same classifications as that requested in the general area and throughout the city.**

This is consistent with the Comprehensive Plan which seeks intense and mixed-use development within the WBID.

4. **The availability and provision of adequate services and facilities:**

The PUD proposes to be serviced by the City of Mount Dora for sewage treatment, potable water, and reclaim water services. The PUD will be served by Wastewater Treatment Plant #2 (WTP#2).

**** NOTE**:** AS OF PRINTING OF THIS REPORT, THE CITY OF MOUNT DORA **DOES NOT** HAVE WASTEWATER TREATMENT CAPACITY AT WTP#2 TO SERVE NEW DEVELOPMENTS. THE CITY IS REVIEWING OPTIONS TO INCREASE WASTEWATER TREATMENT CAPACITY AND OTHER FACILITY IMPROVEMENTS.

Parks:

Goal 1, Objective, 1, Policy a, Recreation and Open Space Element of the Comprehensive Plan states that all residents shall have access to a community or neighborhood park within a ten (10) minute walk. The standards for a community and neighborhood park are defined in the Comprehensive Plan. Future development on the site will need to ensure this requirement is met by ensuring a park meeting our standards is within a ten (10) minute walking distance of the site or by providing the facilities on site. Pursuant to Goal 1, Objective 2, Policy c, Recreation and Open Space Element of the Comprehensive Plan, new residential developments of 20 units or greater that are within areas of the City that have a deficient parks LOS, the preference shall be dedication in lieu of fees. Park Impact fees would be granted for the construction and dedication of a community or neighborhood parking meeting our standards.

Traffic:

Goal 1, Objective 3, Policy b, Transportation Elements of the Comprehensive Plan establishes the minimum acceptable roadway operating conditions on principal arterials, minor arterials, and collectors as LOS D. Further review and evaluation would be undertaken when a development application and traffic study is provided to ensure the proposed development will not adversely impact the roadway network.

Water:

Goal 1, Objective 1, Policy d, Infrastructure Element, 2045 Comprehensive Plan, establishes the water level-of-service standards as 350 gallons per day (GPD) per equivalent residential unit (ERU). The City does not have an established level-of-service for non-residential uses. Utilizing standards provided for previous capacity analysis, staff was able to estimate the water usage (below).

Exact calculations on GPD can only be assessed with details of the proposed development.

Land Use	Number of Units		ERUs per Unit	Total ERUs	Total Water Demand GPD
Apartments	865	Units	0.715	618	185,543
Condos	665	Units	0.715	475	142,643
Senior Living	275	Units	0.715	197	58,988
Office	900	Thousand SF	0.333	300	89,910
Commercial	750	Thousand SF	0.333	250	75,000
Convention Center	15	Thousand SF	0.333	5	1,500
Mini-Warehouse Storage	120	Thousand SF	0.043	5	1,500
Key Hotel	325	Rooms	0.500	163	48,750
Parcels 1 & 2	180	Thousand SF	0.333	60	17,982
Specialty Grocer	55	Thousand SF	0.333	18	5,495
Total Water Demand GPD					627,309

* Applicant advised to planning staff total square footage of all uses would not exceed allowable FAR.

Wastewater:

Goal 1, Objective 1, Policy d, Infrastructure Element, 2045 Comprehensive Plan, establishes the sewer level-of-service standard as 300 GPD per ERU. Flow requirements from commercial, industrial, institutional, or other special development areas shall be established from existing records or by estimated projections using the best available data; however, in no case shall a rate of less than 2,000 gallons per acre per day be used, unless specifically approved otherwise.

Below are the calculations for wastewater demand. Public Works has indicated that the proposed AMCO development will exceed the current permitted capacity at the Wastewater Treatment Facility #2 without adjustments to the capacity of our system. An expansion project is part of the currently approved budget with planning and design to begin in fiscal year 2024-25 and construction to follow.

Land Use	Number of Units		ERUs per Unit	Total ERUs	Wastewater Flow GPD
Apartments	865	Units	0.715	618	216,466
Condos	665	Units	0.715	475	166,416
Senior Living	275	Units	0.715	197	68,819
Office	900	Thousand SF	0.333	300	104,895
Commercial	750	Thousand SF	0.333	250	87,500
Convention Center	15	Thousand SF	0.333	5	1,750
Mini-Warehouse Storage	120	Thousand SF	0.043	5	1,750
Key Hotel	325	Rooms	0.500	163	56,875
Parcels 1 & 2	180	Thousand SF	0.333	60	20,979
Specialty Grocer	55	Thousand SF	0.333	18	6,410
Total Water Demand GPD					731,861

A thorough review of wastewater demands will be undertaken once a development application is submitted.

5. The impact on the natural environment:

A professionally conducted survey of native vegetative communities is required for properties greater than thirty (30) acres in size in conjunction with an application for a site plan and plat. The developer and the city shall use the information gathered from the survey to develop and implement a plan to protect state and federally listed endangered and threatened plant and animal species and species of special concern.

In addition, a site assessment produced by an environmental professional verifying the existence or lack thereof of these natural communities shall be required for all sites over 30 acres in size. If any longleaf pine, sand hill, sand pine and xeric oak communities are present on the site, additional protection measures will be required.

According to the Lake County Interactive Map, there is no indication of floodzone or wetlands on the subject property. Map VI-4: Natural Communities shows area contains Upland Hardwood Forests and Mixed Upland (Coniferous / Hardwood) communities. Map VI-3: Soils shows the area has Type A soils. Further review of potential impacts to the environment and natural communities will be undertaken with the future development application.

ATTACHMENT #3
VICINITY MAP

N

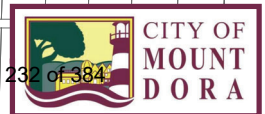
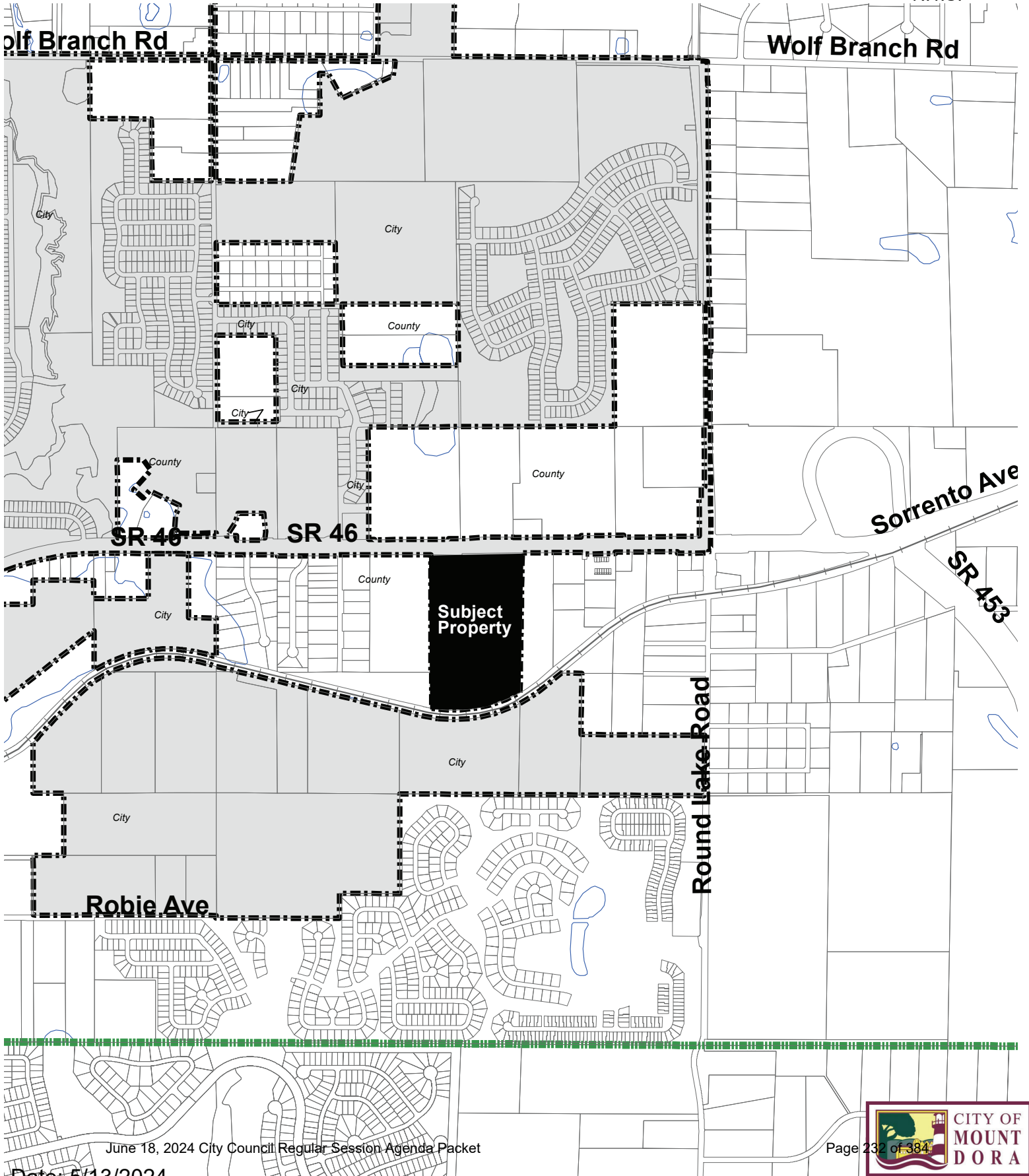


N.T.S.

Legend

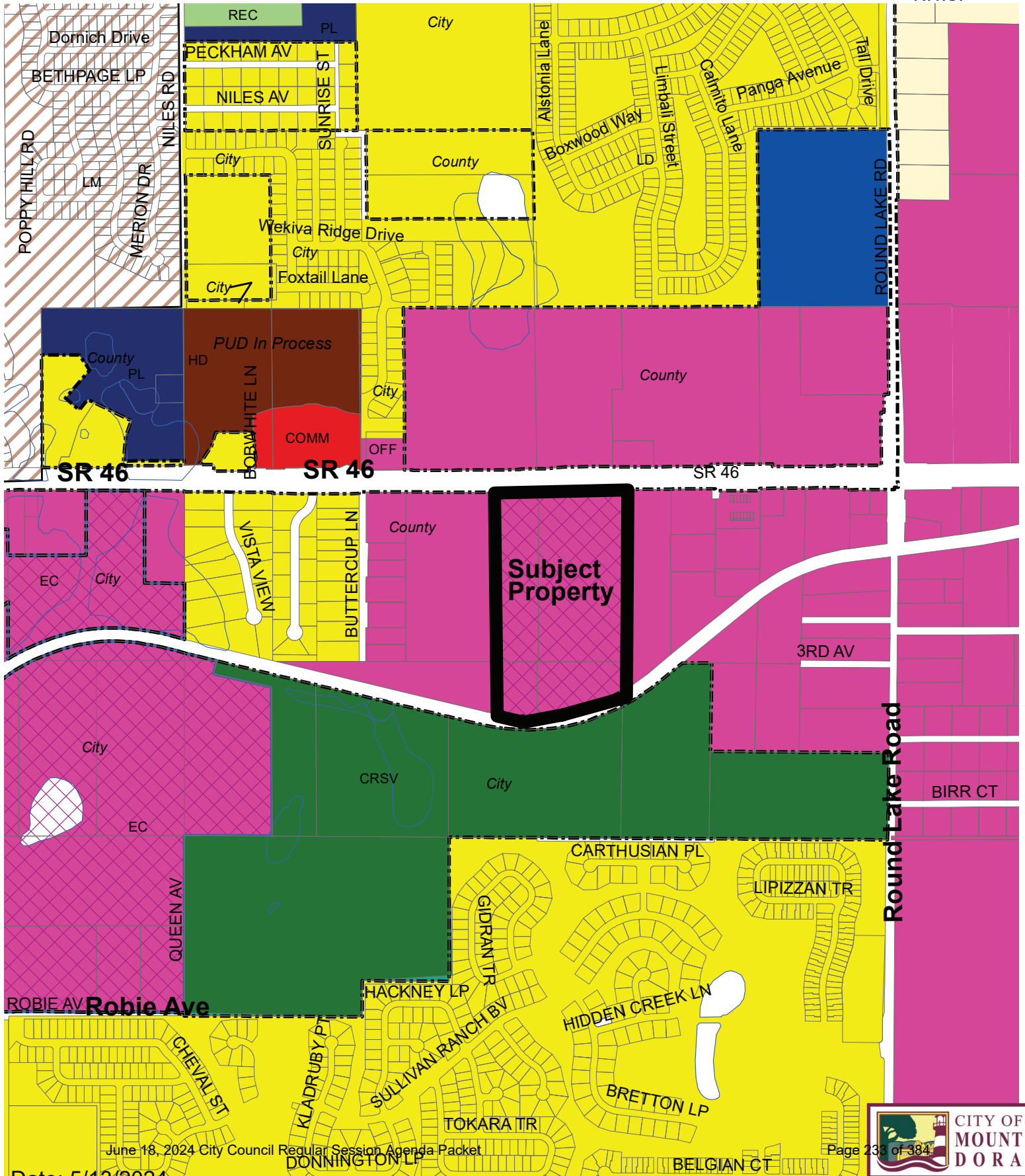


City Limits





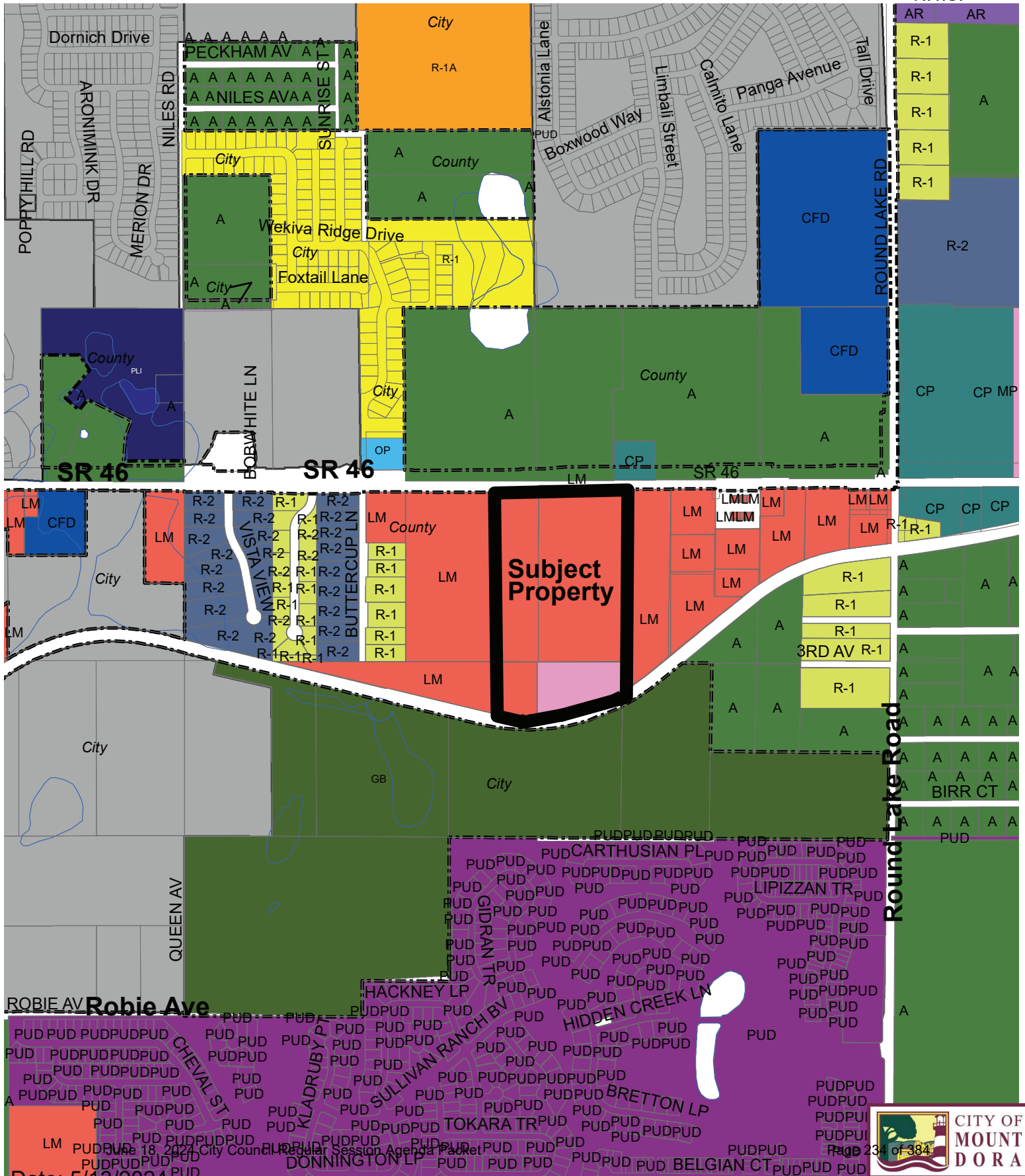
City Limits
JPA Boundary





City Limits

JPA Boundary





CITY OF
MOUNT
DORA

ATTACHMENT #3

RECEIVED

By scottw at 9:02 am, Nov 08, 2022

PUD22-04

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

**FINAL PLANNED UNIT DEVELOPMENT (PUD)
APPLICATION**

Date: November 7, 2022 Project Name: Mount Dora Mixed Use

1. Applicant's Name: AMCO Development Inc.: Attn Aaron Hakim
Company's Name: AMCO Development Inc.
Address: 1830 Plymouth Sorrento Road - Suite 1001
City, State & Zip: Apopka, FL 32712
Phone: 407-462-7850 E-mail: AHAKIM@AMCODEV.COM;
KellyD2@etminc.com; eldridges@etminc.com
2. Property Owner's Name(s): MK&AD Land Investments
Company's Name: MK&AD Land Investments
Address: 1019 Flagstone Court
City, State & Zip: Apopka, FL 32703
Phone: 407-462-7850 E-mail: AHAKIM@AMCODEV.COM
3. Engineer's Name: _____
Company's Name: _____
Address: _____
City, State & Zip: _____
Phone: _____ E-mail: _____
4. Landscape Architect: _____
Company's Name: _____
Address: _____
City, State & Zip: _____
Phone: _____ E-mail: _____

- ATTACHMENT #3
5. The property generally located and list adjacent streets: South of State Road 46 and west of State Road 453.
 6. Size of property in Acres: 38.25 Square Feet: 1,666,170
 7. Zoning District: County LM Future Land Use Category: County Regional Office (pending FLUMA for City Employment Center)
 8. Number of Structures and/or units to be built: 7 buildings with office, commercial, and residential
 9. Is the proposed use(s) permissible in requested district? Residential exceeding 8 units/acre, Office, and Commercial are allowed uses in the Employment Center.
 10. Provide description of the proposed use: Mixed Use: Apartments, Senior Living, Office, Hotel, Commercial, Amphitheater, Convention Center, Parking Garage, and Mini Storage.
 11. Provide phase breakdown and description of phases: See attached Master Plan.
 12. State the reason for this request (attach written summary if additional space is needed):
The mixed use project will provide housing, employment, and recreation to the Wolf Branch Innovation district. The PUD allows for the combination and flexibility of uses.
 13. Has an application been filed within the last 12 months (describe, if yes)? Property was recently annexed into the City and this PUD application is accompanied by a Small Scale Future Land Use Map Amendment application.

CERTIFICATION AND SIGNATURE

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


Owner/Applicant Signature

11/07/2022
Date



**CITY OF
MOUNT
DORA**

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

AGENT AUTHORIZATION

I/we, (Property owner name(s)) MK&AD Land Investments, as the
 owner(s) of the real property described as follows,
1084059, 1039819, 1128544, and 2843136 (Address, Parcel ID or Alternate Key
 Number of subject property), do hereby authorize Aaron Hakim to act
 as my/our Agent, to execute any petitions/applications or other documents necessary to affect the request
 for PUD Rezoning and Future Land Use Amendment (Application Type), and to appear on my/our
 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.

Aaron Hakim
 Printed Name of Property Owner

[Signature]
 Signature of Property Owner

12/8/2022
 Date

 Printed Name of Property Owner

 Signature of Property Owner

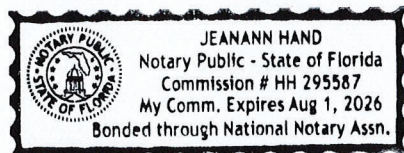
 Date

State of Florida
 County of LAKE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization,
 this 8TH day of DECEMBER, 2022, by Aaron Hakim.

Personally known OR Produced Identification

Type of Identification Produced: FL DL 14250 - 008 - 83 - 128 - 0



[Signature]
 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).

Prepared By and Return To:

Matthew G. Petra, Esq.
Zimmerman, Kiser & Sutcliffe, P.A.
315 E. Robinson Street, Suite 600
Orlando, Florida 32801
(407) 725-7010
Parcel Identification (Folio) Number(s): 34-19-27-0001-000-00100,
34-19-27-0200-004-00100, and 34-19-27-0100-00E-00200

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is executed and delivered this 15th day of November, 2022, by **MT. DORA HILLS, LLC, , a Florida limited liability company**, whose address for purposes of this instrument is 5152 Isleworth Country Club Drive, Windermere, Florida 34786 (hereinafter referred to as the "Grantor"), to **MK & AD LAND INVESTMENTS, LLC, a Florida limited liability company**, whose address for purposes of this instrument is 1019 Flagstone Court, Apopka, Florida 32703 (hereinafter referred to as the "Grantee");

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, conveys and quit claims to the said Grantee and Grantee's successors and assigns forever, all of Grantor's right, title and interest in and to the following described land, if any, situate, lying and being in the County of Lake, State of Florida, to-wit:

See Exhibit "A"

TO HAVE and TO HOLD the above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, same together with all and singular the appurtenances thereunto, and all the estate, right, title interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

[Signatures on the Following Page(s)]

ATTACHMENT #3

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

MT. DORA HILLS, LLC,
a Florida limited liability company

Rachel Guzman
Witness
Print Name: Rachel Guzman

By: *Michael Keotahlian*
Michael Keotahlian, Manager

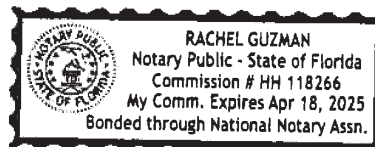
Matthew G. Petra
Witness
Print Name: Matthew G. Petra

By: *Juliette Keotahlian*
Juliette Keotahlian, Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization this 15 day of November, 2022, by **Michael Keotahlian and Juliette Keotahlian, as Managers of MT. DORA HILLS, LLC, a Florida limited liability company,** who are either personally known to me or have produced FL Drivers License as identification.

Rachel Guzman
Notary Public, State and County Aforesaid
Name: _____
My Commission Expires: _____
My Commission Number is: _____



ATTACHMENT #3

Exhibit "A"

The West ½ of the Northwest ¼ of the Northeast ¼ of Section 34, Township 19 South, Range 27 East, Lake County, Florida, less the right-of-way for State Road No. 46.

And

Lots 1 through 20, Block 4, Wood's Replat of Block "A" Sunset Hills Subdivision, the plat thereof recorded in Plat Book 11, Page 53, Public Records of Lake County, Florida.

And

East 15.00 feet of James Avenue, Wood's Replat of Block "A" Sunset Hills Subdivision, the plat thereof recorded in Plat Book 11, Page 53, Public Records of Lake County, Florida.

And

East 314.15 feet of Lot 2, Block 3, Sunset Hills, the plat thereof recorded in Plat Book 6, Page 112, Public Records of Lake County, Florida.

ORDINANCE NO: 2023-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE REZONING AND MASTER PLAN FOR “MOUNT DORA MIXED USE”; PROVIDING FOR THE REZONING AND APPROVAL OF THE MOUNT DORA WOLF BRANCH INNOVATION EMPLOYMENT (WBI-E) PLANNED UNIT DEVELOPMENT DISTRICT FOR THAT PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF SR 46 AND EAST OF BUTTERCUP LANE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND 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, MK and AD Land Investments, LLC (“Property Owner”) is the fee simple owner of that property generally located on the south side of SR 46 and east of Buttercup Lane as more particularly described in **Exhibit “A”** attached hereto (“Property”) and AMCO Development, Inc., is the applicant representative (“Applicant”) acting on behalf of the Property Owner; and

WHEREAS, pursuant to City of Mount Dora Land Development Code, Section 3.4.15, the Property Owner/Applicant submitted a final master plan for the Property requesting Wolf Branch Innovation Employment (“WBI-E”) Planned Unit Development rezoning with a master plan entitled “Mount Dora Mixed Use”; and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan 2045 and meet the criteria established by Chapter 166, Florida Statutes; and

WHEREAS, the Mount Dora Mixed Use (“MDMU”) master plan terms and conditions are consistent with the City’s Comprehensive Plan and the underlying Employment Center Future Land Use designations for the Property; and

WHEREAS, on December 21, 2022, the City of Mount Dora Planning and Zoning Commission approved the proposed zoning district classification change and Zoning Map amendment; and

WHEREAS, the City of Mount Dora held duly noticed public hearings on the proposed zoning district classification change for the Property to WBI-E Planned Unit Development, considered the findings and advice provided by members of the public and all interested parties; and

WHEREAS, the City of Mount Dora hereby finds that the requested zoning district classification change and Zoning Map amendment serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

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

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

SECTION 2. Zoning District Classification Change and Zoning Map Amendment.

- (a) The Property is hereby rezoned from County LM (Light Industrial) and County MP (Planned Industrial District) to City WBI-E Planned Unit Development (“PUD”) subject to the conditions set forth herein.
- (b) The official Zoning Map of the City of Mount Dora shall be amended to reflect the rezoning on the Property from County LM (Light Industrial) and County MP (Planned Industrial District) to City WBI-E PUD.
- (c) The Property as rezoned shall be subject to all conditions set forth in the City’s Land Development Code, except for the conditions, zoning performance standards, site designs standards, permitted uses and other components described or graphically depicted on the master plan for the MDMU PUD attached hereto as **Exhibit “B”**, which shall be the controlling master plan for the Property.
- (d) Future amendments to the approved master plan shall be by resolution processed by the Planning and Zoning Commission and City Council.
- (e) As depicted on the master plan attached hereto, the MDMU PUD shall be subject to the following building heights: (1) Track 1: minimum building height of 50 feet and maximum building height of 100 feet measured from SR 46; (2) Tract 2: minimum building of 85 feet and maximum building height of 100 feet measured from SR 46; (3) Building A: maximum building height of 150 feet measured from SR 46; (4) Buildings B and C: maximum building height of 175 feet measured from SR 46; (5) Building D: maximum building height of 165 feet measured from SR 46; and (6) remaining portion of site: maximum building height of 150 feet measured from SR 46, with the following limitations: (a) proposed hotel building: maximum building height of 138 feet measured from SR 46; (b) proposed independent senior living building: maximum building height of 125 feet measured

from SR 46; and (c) proposed multi-story indoor self-storage: maximum building height of 100 feet measured from SR 46. Building height as used herein does not include appurtenances.

- (f) The Park area, as depicted on the master plan for the MDMU PUD, and potential uses developed therein (*e.g.*, kids' splash pad/water play zone, etc.), shall be accessible to members of the general public and not limited solely to residents of the MDMU PUD.
- (g) The following use shall be prohibited on Tracts 1 and 2 of the MDMU PUD: mini-storage, residential (except fee simple residential in a mixed-use building), large box retail, and commercial uses not otherwise listed in the PUD Permitted Use table on the Master Plan.
- (h) The City will reserve capacity for water and wastewater services for Phase 1 of the MDMU PUD, if available, at the time of site development plan approval for Phase 1.
- (i) Phase 1 of the MDMU PUD shall entail a mixture of residential and non-residential uses, including office and other employment uses. Consistent therewith, Phase 1 shall include a minimum of 25% office and/or other employment uses.
- (j) Notwithstanding anything to the contrary in the City's Land Development Code, the Property Owner/Applicant shall have twenty-four (24) months from the City Council's approval of the MDMU PUD to submit for site plan approval for Phase 1 of the project and twenty-four (24) months from the approval of the site plan for Phase 1 to commence construction, which shall be deemed to have occurred upon receipt of either a site development permit or a building permit related to the project; provided, however, the Property Owner/Applicant may seek an extension of such timeframes prior to their expiration in accordance with the City's Land Development Code or Florida law.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the rezoning of the Property from County LM (Light Manufacturing and Planned Industrial) to City WBI-E Planned Unit Development, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. Non-Codification and Scrivener's Errors. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical

errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

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

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

SECTION 8. Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING: January 17, 2023

SECOND READING: June 18, 2024

PASSED AND ADOPTED this 4th day of June 2024.

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.

Patrick Brackins, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION (PER ORB 4982, PG 2125): THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 46; AND

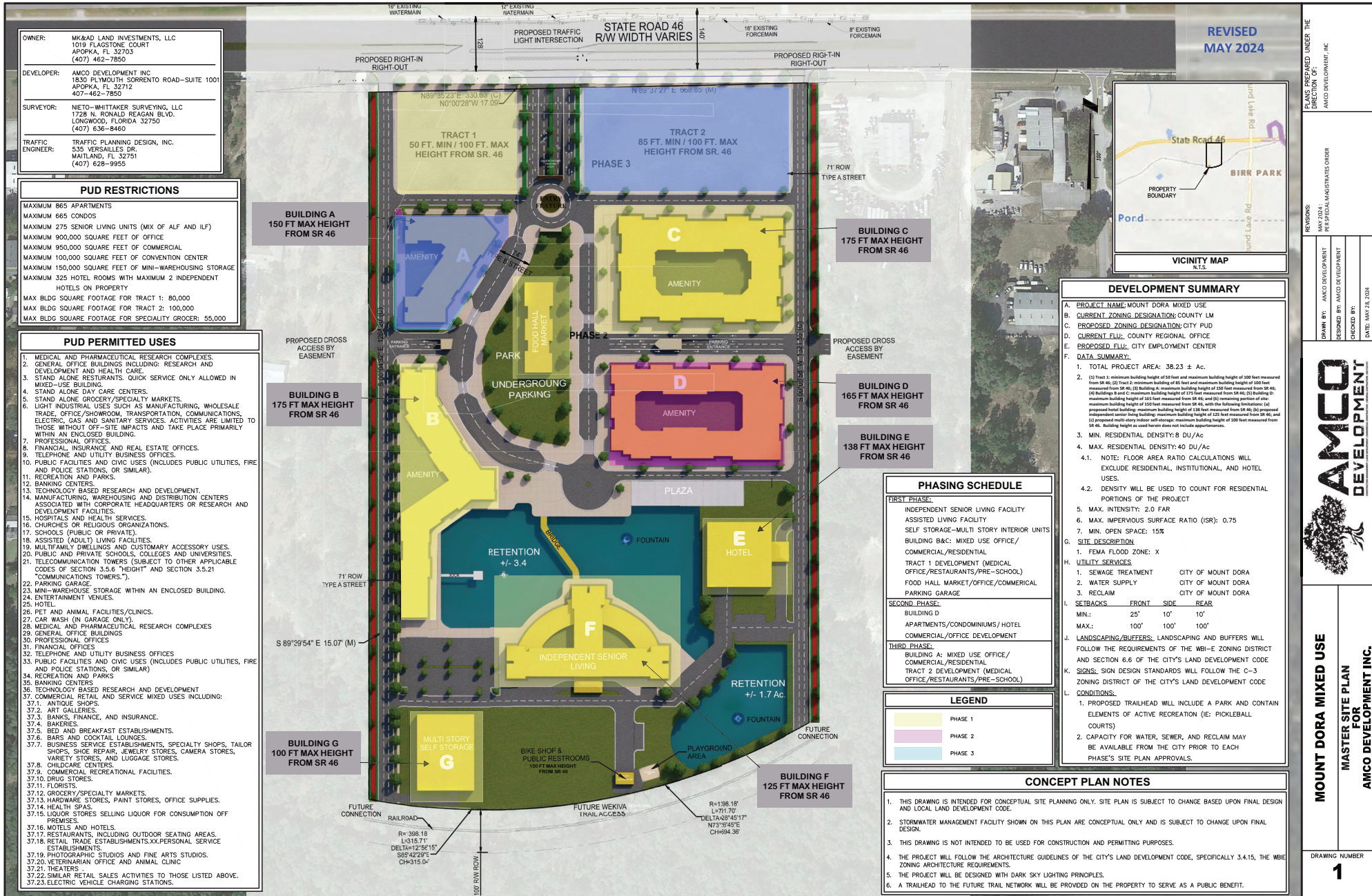
DESCRIPTION (PER ORB 5438, PG 511): LOTS 1 THROUGH 20, BLOCK 4, WOOD'S REPLAT OF BLOCK "A" SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND EAST 15.00 FEET OF JAMES AVENUE, WOOD'S REPLAT OF BLOCK "A" SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND EAST 314.15 FEET OF LOT 2, BLOCK E, SUNSET HILLS, THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 112, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND

DESCRIPTION (PER ORB 898, PG 2172): LOT 1, BLOCK D, IN SUNSET HILLS, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 112, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

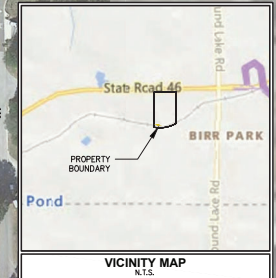
ALL THE ABOVE CONTAINING 38.23 ACRES, MORE OR LESS.

EXHIBIT B

Revised MDMU PUD Master Plan



REVISED
MAY 2024



DEVELOPMENT SUMMARY

- PROJECT NAME: MOUNT DORA MIXED USE
 - CURRENT ZONING DESIGNATION: CITY LM
 - PROPOSED ZONING DESIGNATION: CITY PUD
 - CURRENT FLUJ: COUNTY REGIONAL OFFICE
 - PROPOSED FLUJ: CITY EMPLOYMENT CENTER
- #### DATA SUMMARY:
- TOTAL PROJECT AREA: 38.23 ± Ac.
 - (1) Tract 1: minimum building height of 50 feet and maximum building height of 100 feet measured from SR 46; (2) Tract 2: minimum building height of 50 feet and maximum building height of 100 feet measured from SR 46; (3) Building A: maximum building height of 150 feet measured from SR 46; (4) Buildings B and C: maximum building height of 175 feet measured from SR 46; (5) Building D: maximum building height of 165 feet measured from SR 46; and (6) remaining portion of site: maximum building height of 125 feet measured from SR 46, with the following limitations: (a) proposed hotel building: maximum building height of 138 feet measured from SR 46; (b) proposed independent senior living building: maximum building height of 125 feet measured from SR 46; and (c) proposed multi-story indoor self-storage: maximum building height of 100 feet measured from SR 46. Building height as used herein does not include appendages.
 - MIN. RESIDENTIAL DENSITY: 8 DU/Ac
 - MAX. RESIDENTIAL DENSITY: 40 DU/Ac
 - NOTE: FLOOR AREA RATIO CALCULATIONS WILL EXCLUDE RESIDENTIAL, INSTITUTIONAL, AND HOTEL USES.
 - DENSITY WILL BE USED TO COUNT FOR RESIDENTIAL PORTIONS OF THE PROJECT
 - MAX. INTENSITY: 2.0 FAR
 - MAX. IMPERVIOUS SURFACE RATIO (ISR): 0.75
 - MIN. OPEN SPACE: 15%
- #### SITE DESCRIPTION
- FEMA FLOOD ZONE: X
- #### UTILITY SERVICES
- SEWAGE TREATMENT CITY OF MOUNT DORA
 - WATER SUPPLY CITY OF MOUNT DORA
 - RECLAIM CITY OF MOUNT DORA
- #### SETBACKS
- | | FRONT | SIDE | REAR |
|------|-------|------|------|
| MIN: | 25' | 10' | 10' |
| MAX: | 100' | 100' | 100' |
- #### LANDSCAPING/BUFFERES: LANDSCAPING AND BUFFERS WILL FOLLOW THE REQUIREMENTS OF THE WB-E ZONING DISTRICT AND SECTION 6.6 OF THE CITY'S LAND DEVELOPMENT CODE
- #### SIGNS: SIGN DESIGN STANDARDS WILL FOLLOW THE C-3 ZONING DISTRICT OF THE CITY'S LAND DEVELOPMENT CODE
- #### CONDITIONS:
- PROPOSED TRAILHEAD WILL INCLUDE A PARK AND CONTAIN ELEMENTS OF ACTIVE RECREATION (E: PICKLEBALL COURTS)
 - CAPACITY FOR WATER, SEWER, AND RECLAIM MAY BE AVAILABLE FROM THE CITY PRIOR TO EACH PHASE'S SITE PLAN APPROVALS.

PHASING SCHEDULE

- #### FIRST PHASE:
- INDEPENDENT SENIOR LIVING FACILITY
ASSISTED LIVING FACILITY
SELF STORAGE-MULTI STORY INTERIOR UNITS
BUILDING B&C: MIXED USE OFFICE/
COMMERCIAL/RESIDENTIAL
- #### SECOND PHASE:
- TRACT 1 DEVELOPMENT (MEDICAL
OFFICE/RESTAURANTS/PRE-SCHOOL)
FOOD HALL MARKET/OFFICE/COMMERCIAL
PARKING GARAGE
- #### THIRD PHASE:
- BUILDING A: MIXED USE OFFICE/
COMMERCIAL/RESIDENTIAL
TRACT 2 DEVELOPMENT (MEDICAL
OFFICE/RESTAURANTS/PRE-SCHOOL)

LEGEND

- PHASE 1
- PHASE 2
- PHASE 3

CONCEPT PLAN NOTES

- THIS DRAWING IS INTENDED FOR CONCEPTUAL SITE PLANNING ONLY. SITE PLAN IS SUBJECT TO CHANGE BASED UPON FINAL DESIGN AND LOCAL LAND DEVELOPMENT CODE.
- STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE CONCEPTUAL ONLY AND IS SUBJECT TO CHANGE UPON FINAL DESIGN.
- THIS DRAWING IS NOT INTENDED TO BE USED FOR CONSTRUCTION AND PERMITTING PURPOSES.
- THE PROJECT WILL FOLLOW THE ARCHITECTURE GUIDELINES OF THE CITY'S LAND DEVELOPMENT CODE, SPECIFICALLY 3.4.15, THE WB-E ZONING ARCHITECTURE REQUIREMENTS.
- THE PROJECT WILL BE DESIGNED WITH DARK SKY LIGHTING PRINCIPLES.
- A TRAILHEAD TO THE FUTURE TRAIL NETWORK WILL BE PROVIDED ON THE PROPERTY TO SERVE AS A PUBLIC BENEFIT.

PLANS PREPARED UNDER THE
DIRECTION OF:
AMCO DEVELOPMENT INC

REVISIONS:
MAY 2024:
PER SPECIAL AGENTS ORDER

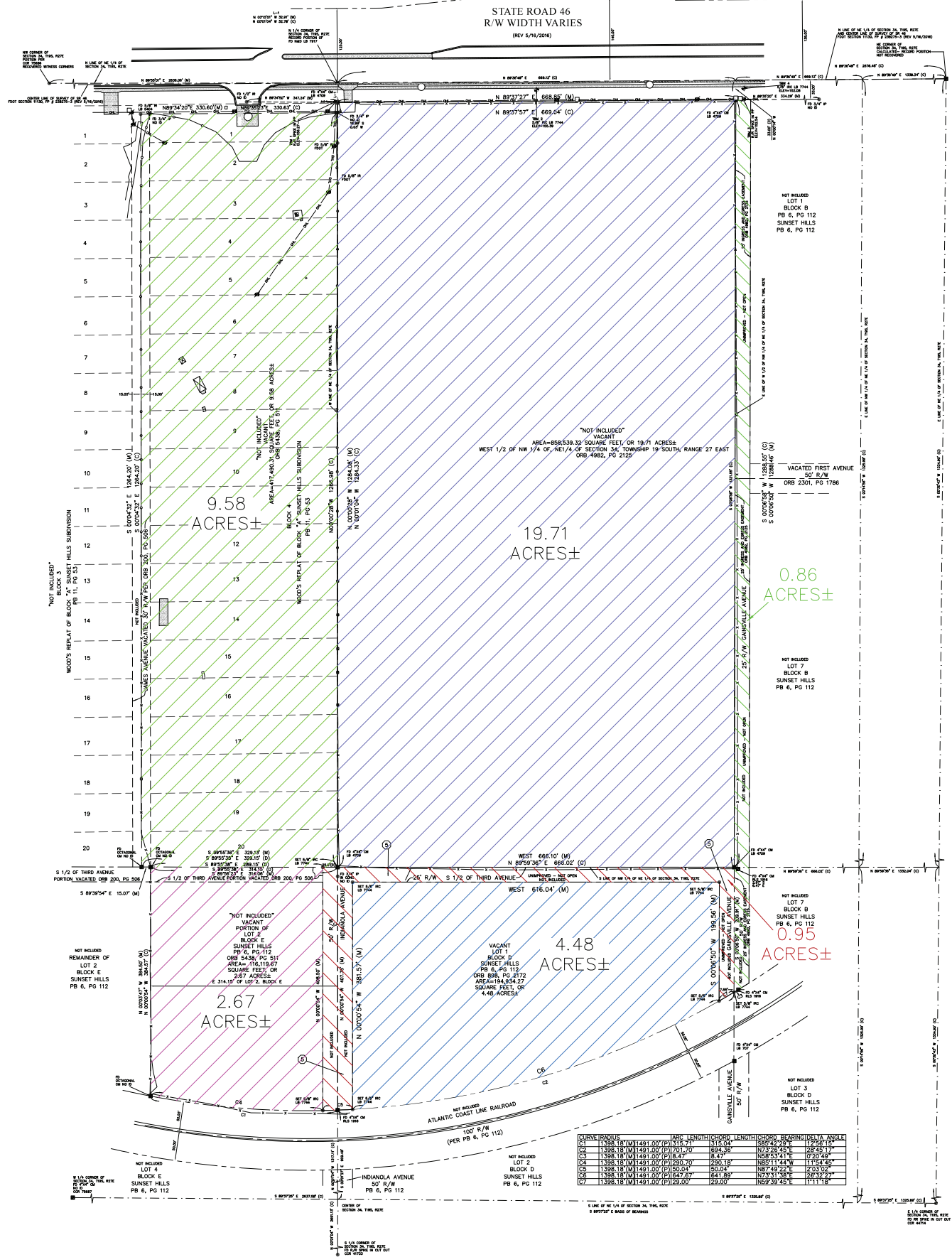
DRAWN BY: AMCO DEVELOPMENT
DESIGNED BY: AMCO DEVELOPMENT
CHECKED BY:
DATE: MAY 23, 2024

AMCO DEVELOPMENT

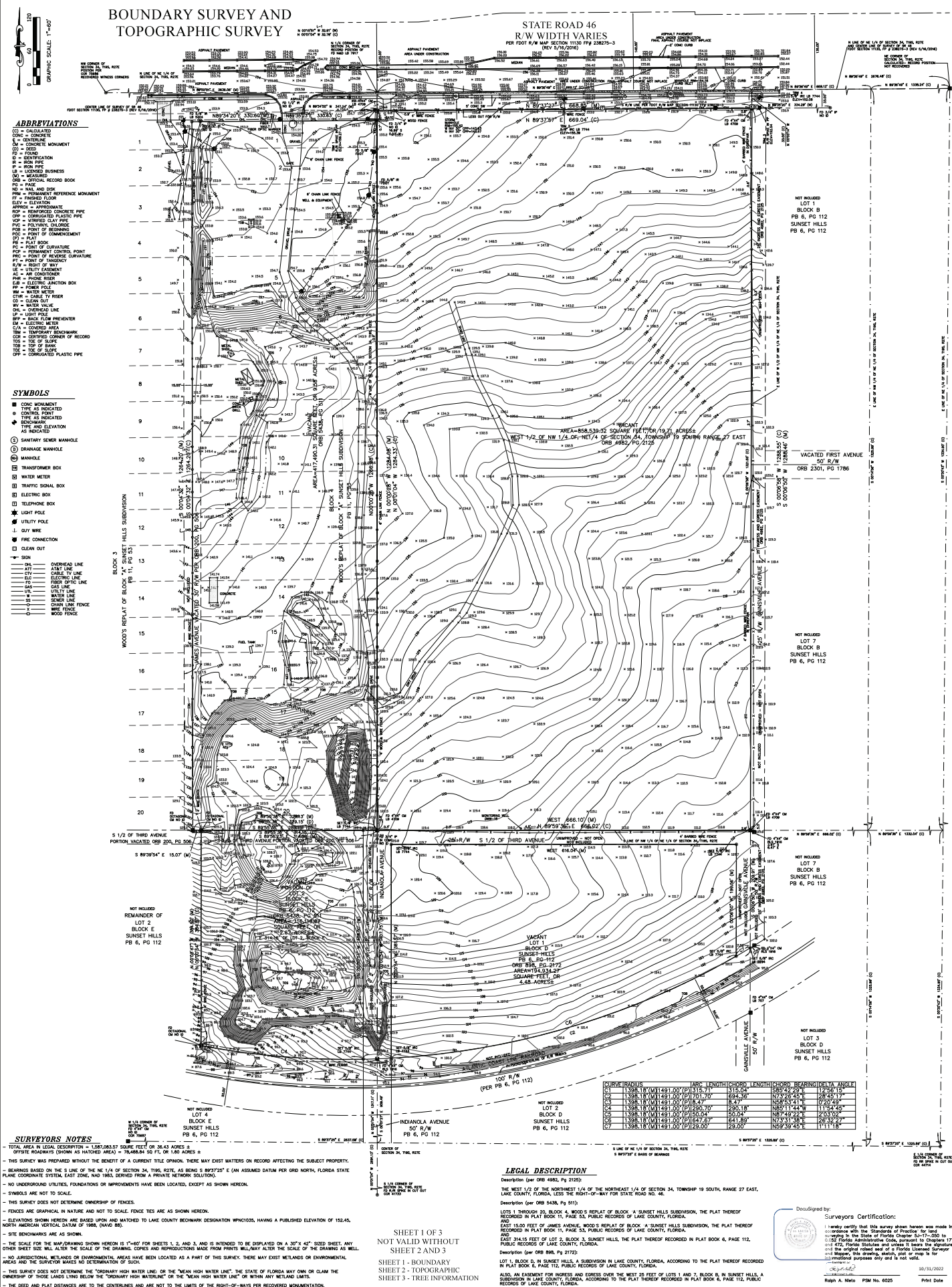
**MOUNT DORA MIXED USE
MASTER SITE PLAN
FOR
AMCO DEVELOPMENT INC.**

DRAWING NUMBER
1

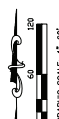
AREA CALCS ONLY



TOTAL LAND AREA OF THE EXTERIOR BOUNDARY: 37.39 ACRES ±
AREA OF 25.00 R/W OF GAINSVILLE AVE STRIP: 0.86 ACRES ±



BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY



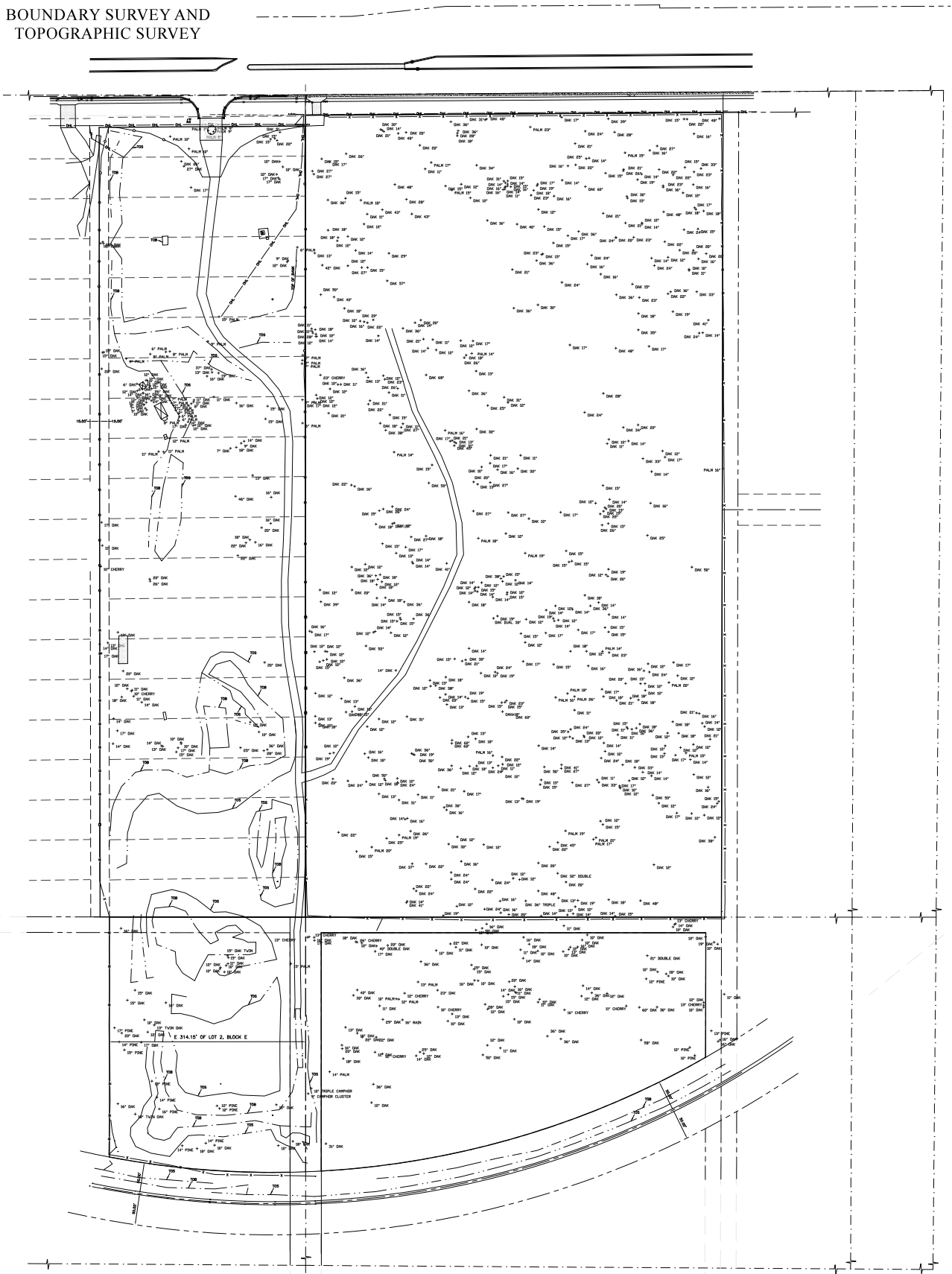
ABBREVIATIONS

[illegible]

SYMBOLS

- CONC MONUMENT
- TYPE AS INDICATED
- CONTROL POINT
- TYPE AS INDICATED
- BENCHMARK
- TYPE AND ELEVATION AS INDICATED
- SANITARY SEWER MANHOLE
- DRAINAGE MANHOLE
- MANHOLE
- TRANSFORMER BOX
- WATER METER
- TRAFFIC SIGNAL BOX
- ELECTRIC BOX
- TELEPHONE BOX
- LIGHT POLE
- UTILITY POLE
- GUY WIRE
- FIRE CONNECTION
- CLEAN OUT

—	SIGN	
—	CHL	OVERHEAD LINE
—	ATT	AT&T LINE
—	CTV	CABLE TV LINE
—	ELC	ELECTRIC LINE
—	FD	FIBER OPTIC
—	GAS	GAS LINE
—	UTL	UTILITY LINE
—	W	WATER LINE
—	SS	SEWER LINE
—	O	CHAIN LINK
—	X	WIRE FENCE
—	Q	WOOD FENCE



SURVEYORS NOTES

[illegible]

SHEET 1 OF 3
NOT VALID WITHOUT
SHEET 2 AND 3
SHEET 1 - BOUNDARY
SHEET 2 - TOPOGRAPHIC
SHEET 3 - TREE INFORMATION

PREPARED FOR:

AMC00018V2024 City Council Regular Session Agenda Packet

STATE ROAD 46, MOUNT DORA, LAKE COUNTY, FL 32757

Sessie	
I	6/17/2021

ADD OFFSITE AREA CALCS AND REVISED CLIENT NAME

FIELD BY: DW	DATE: 11/11/19
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DATE	10/1/2017
ORDER NO.	10000000000000000000

SCALE: 1"=60'	SHEET: 2 OF 2
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 Weston Surveying LLC
 1728 N. Ronald Reagan Blvd., Longwood, FL 32750
 PH: (407) 636-8460 FAX: (407) 636-8461
 LB No. 7744



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request First Reading of **Ordinance No. 2024-15**, Animals At Large Animals Prohibited, Leash Law

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2024-15 and hold the hearing for the second reading and adoption.

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

Discussion:

Pursuant to Florida Statutes, Section 166.041(4) Attachment #1 is the completed Ordinance Business Impact Estimate.

In reviewing all the changes over the past two years, staff learned that when the City outsourced animal control to the Lake County Sheriffs Office, several City animal related ordinances were repealed. Due to recent resident complaints and response from the Lake County Sheriffs Office, it was determined adopting the Lake County Code for nuisance would allow our Police Department to enforce the County's Code in the event the Sheriff's office was not available, or a violation occurred in front of one of our officers. This ordinance would provide the City with an additional level of protection for our residents, visitors and business owners.

Lake County has a nuisance animal code.
Lake County Code Sec. 4-27. Nuisance animals.

- (a) It is a violation of this section for the owner of any animal to fail to exercise sufficient care and control of his or her animal and the animal commits any of the following acts:
 - (1) Runs at large, other than hunting dogs in authorized areas during authorized hunting

seasons;

Section 4-3 - Definitions of the Lake County Code defines “at large” as follows:

At large means any animal not under proper restraint or the direct control, custody, charge or possession of the owner.

The goal of the proposed City Ordinance is to give our staff an enforceable, clearly defined law to protect our residents, visitors and business owners.

Budget Impact:

There are no budget impacts associated with this program. The cost of related services are included in the City's Animal Control of the Mount Dora Police Department.

Strategic Impact:

Public Safety

Recommendation:

The City Council approve the First Reading of Ordinance No. 2024-15 and hold a public hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 Ordinance Impact Estimate (leash law)
2. Ordinance 2024-15 Leash Laws - CLEAN

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/7/2024

Approved - 6/7/2024

Final Approval - 6/10/2024

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2024-15

ORDINANCE TITLE: Leash Law At-Large Animals

**DEPARTMENT: Planning and Development
Mount Dora Police Department**

**MEETING DATE: June 18, 2024
July 2, 2024**

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the “Businesses”) in the City’s jurisdiction, including the following, if any:
 - An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: None;
 - Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible: None;
 - Estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
Cost: None Revenues from Fees: None
 - A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: None.
 - Additional applicable information:
Administrative Action
-
-

N/A A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- The issuance or refinancing of debt.
- To comply with a federal or state law or regulation.
- To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- To adopt an Emergency Ordinance pursuant to applicable law.
- To implement a contract or agreement.
- Is related to procurement.

ORDINANCE NO. 2024-15

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA AMENDING THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 8, ANIMALS, SECTION 8-5; PROVIDING FOR CONCURRENT ENFORCEMENT OF CHAPTER 4, LAKE COUNTY CODE OF ORDINANCES; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance 2022-16, effective October 1, 2022, approved and adopted Chapter 4 of the Lake County Code of Ordinances by reference, and provided that Lake County is authorized to provide Animal Control Services and enforcement of Chapter 4, Lake County Code of Ordinances, regarding animal control, within the municipal boundaries of the City of Mount Dora; and

WHEREAS, Ordinance 2022-16 is codified as Section 8-5 of the City of Mount Dora Code of Ordinances; and

WHEREAS, concurrent with its adoption of Chapter 4, Lake County Code of Ordinances, via Ordinance 2022-16, the City of Mount Dora expressly repealed its then-existing animal control enforcement ordinances; and

WHEREAS, effective October 1, 2022, the City of Mount Dora, Lake County, and the Lake County Sheriff's Office entered into an Interlocal Agreement for Animal Control Services (the "Interlocal Agreement"), wherein the Sheriff's Office is authorized to conduct animal control investigation and enforcement services within the City of Mount Dora pursuant to Chapter 4, Lake County Code of Ordinances as adopted by the City; and

WHEREAS, Section 4-3 of the Lake County Code of Ordinances defines an Animal Control Officer as "any law enforcement officer . . . whose duties, in whole or in part, include aiding in the enforcement of . . . any other law relating to the licensure of animals, control of animals, dangerous dogs and animals, or seizure and impoundment of animals, and who is authorized to investigate, on public or private property, alleged violations of this chapter;" and

WHEREAS, under Chapter 8 of the City of Mount Dora Code of Ordinances, and by virtue of its police powers, law enforcement officers of the City of Mount Dora Police Department retain the authority over licensure of animals and are authorized to conduct investigations on public and private property within the municipal boundaries of the City of Mount Dora; and

WHEREAS, neither Chapter 4 of the Lake County Code of Ordinances nor the Interlocal Agreement prohibit law enforcement officers of the City of Mount Dora from investigating and assisting the Sheriff in the enforcement of the effective animal control regulations within the City of Mount Dora; and

WHEREAS, there is a clear threat to the public health, safety and welfare to the residents and guests of the City of Mount Dora from ‘At Large Animals’ which are not under ‘Proper Restraint,’ as those terms are defined under Section 4-3 of the Lake County Code of Ordinances; and

WHEREAS, an animal not under ‘Proper Restraint’ or direct control, custody, charge or possession of the owner of the animal, which constitutes an ‘At Large Animal,’ is prohibited by the Lake County Code of Ordinances and City of Mount Dora’s Code of Ordinances; and

WHEREAS, the prohibition on ‘At Large Animals’ is commonly referred to as a leash law or leash regulation, requiring that animals be leashed, i.e. under ‘Proper Restraint,’ when not on or within the owner’s private property, at set forth in Section 4-27 of the Lake County Code of Ordinances; and

WHEREAS, public confusion exists within the City of Mount Dora regarding whether the City of Mount Dora has a leash law or leash regulation and whether law enforcement officers of the City of Mount Dora have the authority to enforce or assist the Sheriff in enforcing Chapter 4 of the Lake County Code of Ordinances within the municipal boundaries of the City of Mount Dora; and

WHEREAS, the City wishes to clarify that Chapter 4 of the Lake County Code of Ordinances, including its prohibitions on ‘At Large Animals’ and its requirement that animals be under ‘Proper Restraint’ is fully adopted, applicable and enforceable within the City of Mount Dora; and

WHEREAS, law enforcement officers of the City of Mount Dora have concurrent authority to investigate, assist the Sheriff in investigating violations, and enforce Chapter 4 of the Lake County Code of Ordinances within the City of Mount Dora in cooperation with the Sheriff; and

WHEREAS, Section 8-5 of the City of Mount Dora Code of Ordinances shall be amended to reflect that the City’s law enforcement officers have concurrent authority under Chapter 4 within the municipal boundaries of the City of Mount Dora, and to further reflect that the City of Mount Dora has leash regulations which prohibit ‘At Large Animals’; and

WHEREAS, nothing in this ordinance conflicts with Chapter 4, Lake County Code of Ordinances, or the Interlocal Agreement and this amendment shall be interpreted as consistent therewith.

Note: Underlined words of this constitute the new text of the City of Mount Dora Code of Ordinances, asterisks (***) indicate an omission from the original text of the Code of Ordinances,

City of Mount Dora, which is intended to remain unchanged, and ~~striketrough~~ constitutes deletions from the original Code of Ordinances.

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

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

SECTION 2. AMENDING CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 8, ANIMALS, SECTION 8-5. Section 8-5, City of Mount Dora Code of Ordinances, is amended as follows:

Sec. 8-5. County ordinance to apply.

Chapter 4 of the Lake County Code of Ordinances, as amended from time to time, is approved and adopted by the City of Mount and shall be enforced within the municipal boundaries of the City of Mount Dora. Lake County and the Lake County Sheriff-is are authorized to provide animal control services and enforce the animal control provisions of the Lake County Code in the incorporated limits of the City of Mount Dora. Chapter 4 of the Lake County Code of Ordinances and each and every subsequent amendment, addition and revision thereto, is approved and adopted by the City of Mount Dora for Lake County to use and enforce within the incorporated limits of the city. The City of Mount Dora and law enforcement officers of the City of Mount Dora have concurrent power and authority to assist Lake County and the Lake County Sheriff's Office, to investigate, and to enforce Chapter 4 of the Lake County Code of Ordinances, as adopted herein, within the City's municipal boundaries.

Sections 4-3 and 4-27 of the Lake County Code of Ordinances, prohibiting animals from running at large and requiring proper restraint of animals, as those terms are defined therein, are adopted and fully enforceable within the boundaries of the City of Mount Dora. "Proper Restraint" is defined in Section 4-3 of the Lake County Code of Ordinances and generally requires that animals be leashed at all times when not "[s]ecurely and humanely confined within a house, vehicle, building, fence, crate, pen, or other enclosure to prevent escape."

Those sections, as well as all other sections of Chapter 4, Lake County Code of Ordinances, are fully adopted within the City of Mount Dora as referenced herein.

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 the City of Mount Dora Code of Ordinances, Chapter 8-5, as set forth above, shall be codified in the City of Mount Dora Code of Ordinances.

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

C. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City pertaining to the City of Mount Dora Code of Ordinances, Chapter 8, Animals, as well as any and all other applicable matters set forth herein, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 7. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

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

FIRST READING: _____ 2024

SECOND READING: _____ 2024

PASSED AND ADOPTED this ___ day of ___, 2024.

[Signatures on Following Page]

Ordinance No. 2024-15

Page 4 of 5

Crissy Stile, Mayor

ATTEST:

Jeanann Hand, City Clerk
For the use and reliance of City of Mount Dora only.
Approved as to form and legality:

Patrick Brackins, City Attorney
City of Mount Dora



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-28**, Approval of Aerial Fireworks Display at July 3, 2024, Freedom on the Waterfront Event

Introduction:

This is a request for City Council to approve Resolution No. 2024-28, securing approval for a Fireworks Display at the City's annual Freedom on the Waterfront Event, which celebrates Independence Day.

Discussion:

The event is scheduled for July 3rd, and the fireworks launch from Grantham Pointe begins at 9:15 p.m. The City has complied with all requirements and procedures for the fireworks display related to this event.

Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

Budget Impact:

\$28,500.00 has been budgeted from GL account #001-1340-572.52-01, Special Events Operating Supplies, for the fireworks display at this event.

Strategic Impact:

The July 3rd fireworks display is a popular annual event that instills a strong sense of community while celebrating our nation's history. This item fulfills Objective 2.3.3, calling for support of Special Events.

Recommendation:

Council approve Resolution No. 2024-28, allowing for a fireworks display to celebrate Independence Day weekend.

Attachment(s):

1. Resolution 2024-28.Freedom on the Waterfront.FINAL

Prepared by: Jeanann Hand, City Clerk

Reviewed by: carsonc carsonc, Special Events Manager
Troy Shonk, Parks & Recreation Director
Rita Meade, Finance Director
Matthew Dodson, Budget Officer
City Attorney,
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/31/2024

Approved - 6/6/2024

Approved - 6/6/2024

Approved - 6/6/2024

Approved - 6/7/2024

Approved - 6/7/2024

Final Approval - 6/7/2024

RESOLUTION NO. 2024-28

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2024 FREEDOM ON THE WATERFRONT EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora wishes to sponsor and host a fireworks display as part of the 2024 Freedom on the Waterfront event; and

WHEREAS, the City's 2024 Freedom on the Waterfront event is scheduled for Wednesday, July 3, 2024; and

WHEREAS, the 2024 Freedom on the Waterfront event requires the closing of the Grantham Point and Simpson Cove Docks in order to launch fireworks beginning at 9:15 p.m.; and

WHEREAS, all of the details associated with the Freedom on the Waterfront event remain consistent from the prior years; and

WHEREAS, Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

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

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

SECTION 2. Authorization for Fireworks Display and Dock Closure. The City hereby authorizes the 2024 Freedom on the Waterfront fireworks display and closure of the Grantham Point and Simpson Cove Docks in order for the fireworks to be safely launched.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the fireworks display and closure of the Grantham Point and Simpson Cove Docks, 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 ____ day of June, 2024.

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.

Patrick Brackins, City Attorney



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-13**, Preliminary Fire Assessment Rate

Introduction:

This is a request for City Council to approve Resolution No. 2024-13, Fire Services Special Assessment for Fiscal Year 2024-2025.

Discussion:

City of Mount Dora Ordinance No. 2015-08 authorizes the imposition of a Fire Services Assessment for fire protection services, facilities and programs against Assessed Property within the City. Each year, it is necessary for City Council to pass an Initial Assessment Resolution establishing the maximum assessment rate. This Resolution, 2024-13, is the Initial Assessment Resolution for the current year.

The Fire Services Assessment Rate per residential dwelling unit is \$209. Commercial rates are based on the square footage of the facility. This resolution, if approved by the City Council, will set the maximum rates for residential and commercial properties for the coming year. At the City Council meeting on September 10, 2024 (special meeting), the final rates for the coming year will be established. Fire Services may include operating functions, salaries of the firefighters and officers, capital programs and projects.

Budget Impact:

The Fire Assessment Fee will allow the City to address public safety needs of the City while creating a more diversified method of funding fire protection services.

Strategic Impact:

City Council Strategic Goal 2: Infrastructure / Public Safety

Recommendation:

City Council to approve Resolution No. 2024-13.

Attachment(s):

1. Resolution 2024-13 Preliminary Re-Imposition of Fire Assessment FY2024-25

Prepared by: Matthew Dodson, Budget Officer
Reviewed by: Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/10/2024
Approved - 6/11/2024
Approved - 6/11/2024
Final Approval - 6/11/2024

RESOLUTION NO. 2024-13

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE RE-IMPOSITION OF THE FIRE SERVICES SPECIAL ASSESSMENT AND ESTABLISHMENT OF PRELIMINARY ASSESSMENT FOR FISCAL YEAR 2024-25; PROVIDING FOR AUTHORITY; PROVIDING A PURPOSE AND DEFINITIONS; PROVIDING FOR THE DELIVERY OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE SERVICES SPECIAL ASSESSMENTS; PROVIDING A LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING FOR COST APPORTIONMENT METHODOLOGY; PROVIDING FOR PARCEL APPORTIONMENT METHODOLOGY; PROVIDING A DETERMINATION OF FIRE SERVICES ASSESSED COSTS AND THE ESTABLISHMENT OF ANNUAL FIRE SERVICES SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024-25; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING FOR AUTHORIZATION OF PUBLIC HEARING; PROVIDING FOR NOTICE BY PUBLICATION; PROVIDING FOR NOTICE BY MAIL; PROVIDING A METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora, Florida enacted Ordinance No. 2015-08, which was codified into Chapter 78, Part VI and VII of the City of Mount Dora Code of Ordinances (hereafter referred to as the “City Code” or “Ordinance”), which authorizes the annual imposition of Fire Services Assessments for fire protection services, facilities and programs against Assessed Property within the City; and

WHEREAS, on May 15, 2018, the City adopted Resolution 2018-57 (the “Amended and Restated Initial Assessment Resolution”) and on September 13, 2018 the City adopted Resolution 2018-141 (the “Amended and Restated Final Assessment Resolution”); and

WHEREAS, for fiscal year 2023-24, the Fire Services Assessment was adopted through preliminary assessment Resolution 2023-23 on June 20, 2023, and final assessment Resolution 2023-28, on September 7, 2023; and

WHEREAS, the imposition of a Fire Services Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property; and

WHEREAS, the City desires to re-impose Fire Services Assessments for the funding of fire protection services, facilities, or programs providing special benefits to Assessed Property within the City; and

WHEREAS, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2024, the Ordinance requires the City Council to adopt a Preliminary Assessment Resolution, commencing the process of updating the assessment roll, and re-imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2024; and

WHEREAS, this Preliminary Assessment Resolution contains and references a brief and general description of the fire protection services, facilities and programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance.

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. Authority. This Resolution is adopted pursuant to the provisions of the City Code, the Amended and Restated Initial Assessment Resolution 2018-57, the Amended and Restated Final Assessment Resolution 2018-141, Florida Statutes, Section 197.3632, and other applicable provisions of Florida law.

SECTION 3. Purpose and Definitions.
A. This Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the re-imposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2024.

B. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 4. Delivery and Funding of Fire Protection Services.
A. Upon the imposition of a Fire Services Assessment for fire protection services, facilities or programs against Assessed Property located within the geographic area of the City, the City shall provide such fire protection services, facilities or programs to such Assessed Property. All or a portion of the cost to provide such fire protection services, facilities or programs shall be funded from proceeds of the Fire Services Assessments. The remaining cost, if any, required to provide fire protection services, facilities and programs shall be funded by available City revenues other than Fire Services Assessment proceeds.

B. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the geographic area of the City will be benefited by the City's provision of fire protection services, facilities and programs in an amount not less than the Fire Services Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. Imposition and Computation of Fire Services Special Assessments. Fire Services Special Assessments shall be imposed within the City until discontinued or changed. Fire Services Special Assessments shall be computed in a manner set forth in this Preliminary Rate Assessment Resolution.

SECTION 6. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Amended and Restated Initial Assessment Resolution and the Amended and Restated Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 7. Cost Apportionment Methodology. The Cost Apportionment embodied in the Amended and Restated Initial Assessment Resolution is hereby affirmed and incorporated herein by reference.

SECTION 8. Parcel Apportionment Methodology. The Parcel Apportionment embodied in the Amended and Restated Initial Assessment Resolution is hereby affirmed and incorporated herein by reference. It is hereby determined that the Parcel Apportionment methodology described and determined in the Amended and Restated Initial Assessment Resolution is to be applied in the calculation of the estimated Fire Services Assessment rates established in Section 9 of this Preliminary Rate Resolution.

SECTION 9. Determination of Fire Services Assessed Costs; Establishment of Annual Fire Services Special Assessments for Fiscal Year 2024-25.

A. The Fire Services Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year beginning October 1, 2024, is \$2,125,638.

B. The estimated Fire Services Special Assessment to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Services Assessed Cost for the Fiscal Year beginning October 1, 2024, is hereby established as follows for the purpose of this Preliminary Rate Resolution:

Preliminary Fire Services Special Assessment Rates

Residential Property Use Category	Rate Per Dwelling
Residential	\$209.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.15
Industrial/Warehouse	\$0.03
Institutional	\$0.40

The Estimated Gross Revenue for Fiscal Year 2024-25 is \$2,125,638; estimated exempt buy-down is \$148,795 Estimated Net Revenue, therefore, is \$1,976,844

- i. No Fire Services Assessment shall be imposed upon a parcel of Government Property or upon Buildings located upon parcels of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law; however, Government Property that is owned by federal mortgage entities such as VA and HUD shall not be exempt from Fire Services Assessment.
- ii. Any shortfall in the expected Fire Services Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the City Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Services Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Council is improper or otherwise adversely affects the validity of the Fire Services Assessment imposed, the sole remedy shall be the imposition of a Fire Services Assessment upon each affected Tax Parcel in the amount of the Fire Services Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Council.
- iii. The approval of the Estimated Fire Services Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Services Assessed Costs. The remainder of such Fiscal Year budget for fire services, facilities, and programs shall be funded from available City revenue other than Fire Services Assessment proceeds.
- iv. The estimated Fire Services Assessments specified in the Estimated Fire Services Assessment Rate Schedule are hereby established to fund the specified Fire Services Assessed Costs determined to be assessed for the Fiscal Year 2024-2025. No portion of such Fire Services Assessed Costs are attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Services Assessed Costs are attributable to the Emergency Medical Services Cost.

- v. The estimated Fire Services Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2024 as provided in Section 10 of this Preliminary Rate Resolution.

SECTION 10. Assessment Roll.

A. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2024, in the manner provided in the City Code. The Assessment Roll shall include all Assessed Property. The City Manager shall apportion the estimated Fire Services Assessed Cost to be recovered through the Fire Services Assessments in the manner set forth in this Preliminary Rate Resolution.

B. A copy of the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, this Preliminary Rate Resolution, documents related to the estimated amount of the Fire Services Assessed Cost to be recovered through the imposition of Fire Services Assessments, and the preliminary Assessment Roll shall be maintained on file in the Office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Services Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

C. It is hereby ascertained, determined, and declared that the method for determining the Fire Services Assessments for fire protection services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Services Assessed Cost among parcels of Assessed Property within the City.

SECTION 11. Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on Tuesday, September 10, 2024, at the City of Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida, at which time the City will receive and consider any comments on the Fire Services Assessment from the public and affected property owners and consider imposing the Fire Services Assessments for the Fiscal Year commencing October 1, 2024, collecting such assessments imposed on Assessed Property within the City on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

SECTION 12. Notice by Publication. The City Manager shall publish notice of the public hearing authorized by Section 11 hereof in the manner and time provided in Section 78.980 of the City Code of Ordinance. The notice shall be published no later than August 21, 2024, in substantially the form attached hereto as **Exhibit “A”**.

SECTION 13. Notice by Mail. The City Manager or designee shall also provide notice by first class mail to the owner of each Assessed Property, as required by Section 78.981 of the Code. Such notice shall be in substantially the form attached hereto as **Exhibit “B”**. The notices shall be mailed no later than August 21, 2024. If the City determines that the truth-in-millage (“TRIM”) notice that is mailed by the Property Appraiser under Florida Statutes, Section 200.069, also fulfills the requirements of this section, then the separate mailing requirement will be deemed

to be fulfilled by the TRIM notice.

SECTION 14. Method of Collection. It is hereby declared that the Fire Services Assessments re-imposed on Assessed Property in the City shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2024.

SECTION 15. Application of Assessment Proceeds. Proceeds derived by the City from the Fire Services Assessments will be utilized for the provision of fire protection services, facilities and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities and programs.

SECTION 16. 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 17. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 18. 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 19. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 18th day of June 2024.

CRISSY STILE, MAYOR
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.

Patrick Brackins, City Attorney

Exhibit “A”
(To be published no later than August 21, 2024)

**NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR
COLLECTION OF FIRE SERVICES SPECIAL ASSESSMENTS**

Notice is hereby given that the City Council of the City of Mount Dora, will conduct a public hearing to consider imposing fire services special assessments for the provision of fire protection services within the City for the Fiscal Year beginning October 1, 2024.

The hearing will be held at 6:00 p.m., or as soon thereafter as possible, on Tuesday, September 10, 2024, in the Council Chambers at the City of Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida, for the purpose of receiving public comment on the proposed assessments. 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.

All affected property owners have a right to appear at the hearing and to file written objections with the City within twenty (20) days of this notice. If a person decides to appeal any decision made by the City with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is based.

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 no later than seven (7) days 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.

The assessments for each parcel of property will be based upon each parcel's Property Use classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire services assessment schedule being considered by City Council for the Fiscal Year beginning October 1, 2024:

Residential Property Use Category	Rate Per Dwelling
Residential	\$209.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$0.15
Industrial/Warehouse	\$0.03
Institutional	\$0.40

Copies of the Fire Services Special Assessment Ordinance, the Amended and Restated Initial

Assessment Resolution, the Amended and Restated Final Assessment Resolution, the Preliminary Rate Resolution initiating and imposing the fire services assessment, the preliminary assessment roll, and other documentation related to the proposed Fire Services Special Assessment are available for inspection at the City Manager's office located at City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The Fire Services Special Assessment will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by Florida Statutes, section 197.3632. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions regarding your Fire Services Special Assessment, please contact the City at (352) 735-7185 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

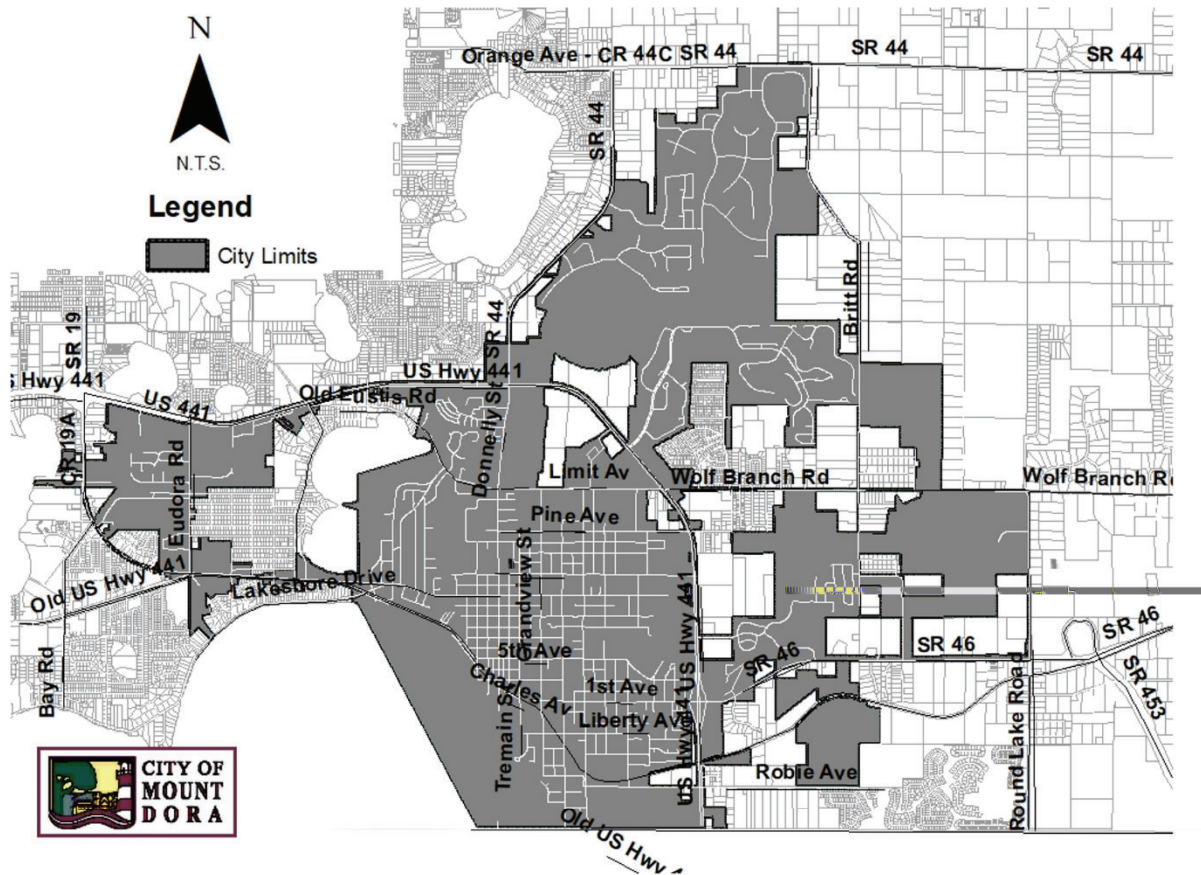


EXHIBIT "B"
(To be mailed no later than August 21, 2024)

City of Mount Dora
510 North Baker Street
P.O. Box 176
Mount Dora, Florida 32757

CITY OF MOUNT DORA, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE
FOR COLLECTION OF FIRE PROTECTION
SERVICES NON-AD VALOREM ASSESSMENTS

NOTICE DATE: AUGUST 21, 2024

«OwnerName» «OwnerAdd1» «City» <State> <Zip>	Tax Parcel ID#: «PIO» Sequence Number: «SeqPrefix»«SeqNum» Legal: <LegalDesc>
---	---

*******NOTICE TO PROPERTY OWNER*******

As required by Florida Statutes, Section 197.3632, and as directed by the City of Mount Dora (City) pursuant to City of Mount Dora Code of Ordinances, Chapter 78, Part VII, notice is hereby given that the City will consider adopting a special assessment which may be levied on your property for fire protection services, facilities and programs using the tax bill collection method. The total fire assessment revenue to be collected for the fire protection services special assessments for Fiscal Year 2024-2025, within the City, is estimated to be \$2,125,638. However, this amount only represents a portion of the City's fire services budget. The assessment is based on the classification of each parcel of assessed property and number of billing units contained within the specified Property Use Categories. The above-listed parcel has the following units:

<u>Category</u>	<u>Type and Number of Billing Units</u>	<u>Fiscal Year 24-25 Assessment</u>
[Category]	[ParcelUnit][UnitDesc]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]
	Total Assessment	\$(Sum)

The maximum annual fire protection services assessment that can be charged without further notice for Fiscal Year 2024-25 and for future fiscal years for the above parcel is \$(Sum)

A hearing will be held at 6:00 p.m., or as soon thereafter as possible, on Tuesday, September 10, 2024, in the Council Chambers at the City of Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida, for the purpose of receiving public comment on the proposed assessments.

You and all other affected property owners have the right to appear at the hearing and to file written objections with the City within twenty (20) days of this notice. If you decide to appeal any decision

made by the City with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is based.

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 no later than seven (7) days 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.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days after the date of City action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Fire Services Special Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, the Preliminary Rate Resolution initiating and imposing the fire protection services assessment, the preliminary assessment roll, and other documentation related to the proposed Fire Protection Services Special Assessment are available for inspection at the City Manager's office located at City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Both the fire protection services non-ad valorem assessment amounts shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2024. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your Fire Services Special Assessment, please contact the City at (352) 735-7179 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

*******THIS IS NOT A BILL*******



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

DATE: June 18, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Adoption of **Resolution No. 2024-25**, Charter Review Committee Final Report

Introduction:

This is a request for City Council to adopt Resolution No. 2024-25, Approval of the Charter Review Committee Final Report.

Discussion:

The fourth paragraph of Article II, Section 9 of the City of Mount Dora Charter states, "The City Council shall cause this Charter to be reviewed in 2011 and no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The City Council may also cause the Charter to be reviewed as necessary at its discretion. The ad hoc committee shall be appointed no later than the first regularly scheduled council meeting of April. The report of the ad hoc committee shall be presented to the City Council no later than the second regularly scheduled council meeting of June."

At the April 2, 2024 Regular Session, City Council adopted Resolution No. 2024-12, appointing a Charter Review Ad Hoc Committee in accordance with provisions set forth in the City's current Charter. The 2024 Charter Review Committee met nine times, and at their final meeting on June 6th, unanimously approved the attached Charter Review Report which contains proposed changes to the Charter, and related general recommendations.

As stated in Resolution No. 2024-12, the 2024 Charter Review Committee shall automatically adjourn and terminate no later the next general election, to be held on November 5, 2024, or via subsequent resolution of the City Council of the City of Mount Dora, whichever comes first.

Upon adoption, the Charter Review Committee will be released of their responsibilities and the City Attorney will prepare an Ordinance that will include referendum language to be placed on the ballot for the elections to be held on November 5, 2024.

Budget Impact:

An estimated cost of approximately \$4,000.00 for advertisement and codification from GL # 001-1120-512.48-01.

Strategic Impact:

Reviewing and updating the City of Mount Dora Charter periodically is in accordance with provisions set forth in the present Charter. Maintaining an up-to-date charter, which acts as a Constitution for the City, is important and supports all goals and objectives of the Strategic Plan.

Recommendation:

City Council adopt Resolution No. 2024-25, accepting the Charter amendments offered by the Charter Review Committee and propose the same to the registered voters of Mount Dora.

Attachment(s):

1. 2024 CRC FINAL REPORT 2024.06.12 with matrix fixes

Prepared by: Jeanann Hand, City Clerk
Reviewed by: City Attorney, City Attorney
Vince Sandersfeld, City Manager

Approved - 6/12/2024
Final Approval - 6/12/2024

RESOLUTION NO. 2024-25

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE 2024 CHARTER REVIEW COMMITTEE REPORT AND ADDENDUM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ACCEPTANCE OF THE REPORT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 166.031, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality, proposed amendments to its charter; and

WHEREAS, pursuant to the City of Mount Dora Charter, Section 9, the City Council shall cause its Charter to be reviewed, and thereafter, no less than once every five years; and

WHEREAS, on April 2, 2024, the City Council appointed the 2024 Charter Review Committee to begin reviewing the City Charter for necessary changes; and

WHEREAS, the 2024 Charter Review Committee reviewed, considered, studied and analyzed the City Charter and received public input during its multiple public meetings; and

WHEREAS, the 2024 Charter Review Committee convened for its final meeting on June 6, 2024; and

WHEREAS, the 2024 Charter Review Committee submitted its final report with recommendations to the City Council on June 18, 2024; and

WHEREAS, the City Council has considered all of the recommendations proposed by the 2024 Charter Review Committee; and

WHEREAS, the City of Mount Dora has determined that it is in the best interest of its citizens to accept the Charter amendments offered by the 2024 Charter Review Committee and propose the same to the registered voters of Mount Dora at the general elections, as specified therein, to be held on November 5, 2024.

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. Acceptance of Report. The City Council hereby accepts the 2024 Charter Review Committee Report attached hereto as Exhibit "A" (Report) and hereby instructs the City Manager and City Attorney to prepare the appropriate City ordinances in order to propose the

Resolution No. 2024-25

suggested Charter changes to the registered voters of Mount Dora at the general elections, as specified in the Report, to be held on November 5, 2024.

SECTION 3. Savings Clause. All prior actions of the City of Mount Dora pertaining to the 2024 Charter Review Committee and the Report and Addendum generated therefrom, 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.

(SIGNATURES ON FOLLOWING PAGE)

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PASSED AND ADOPTED this 18th day of June 2024.

Crissy Stile, Mayor
City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk
City of Mount Dora, Florida

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

Patrick Brackins, City Attorney
City of Mount Dora, Florida

Resolution No. 2024-25

3

EXHIBIT “A”
2024 Charter Review Committee Report

Resolution No. 2024-25

4

CHAIR LYNN TIPTON
VICE CHAIR ADRIAN COOMBES
KEASHAWN “KAY” VOLMAR
GREGG JOSHUA HEMINGWAY
FRANCIS “FRANK” KIRWIN
OZELL WARD
THOMAS HUDSON



CITY OF MOUNT DORA

2024 CHARTER REVIEW COMMITTEE

FINAL REPORT

THE FINAL REPORT OF THE MOUNT DORA 2024 CHARTER REVIEW COMMITTEE PROPOSING TO AMEND THE MOUNT DORA CHARTER TO: PROVIDE A PREAMBLE; REMOVE THE PROHIBITION ON VOTING IF NOT PHYSICALLY PRESENT; ESTABLISH THE CHARTER REVIEW COMMITTEE IN JANUARY; CREATE A PROHIBITION OF INTERFERENCE BY CITY COUNCIL MEMBERS EXCEPT THROUGH THE CITY MANAGER; RECOGNIZE GENERAL ELECTIONS ARE HELD BIANNUALLY; INCREASE TERM LIMITS TO TWELVE (12) CONSECUTIVE YEARS; REPEAL AND REPLACE CHARTER LANGUAGE REGARDING THE FILLING OF COUNCIL VACANCIES AND HOLDING SPECIAL ELECTIONS; AND REQUIRING A SUPERMAJORITY VOTE OF COUNCIL – 5 MEMBERS – TO APPOINT OR REMOVE THE CITY MANAGER.

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SECTION I – COVER LETTER

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

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

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

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

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

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

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

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

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

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

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

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

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

Website:
www.cityofmountdora.com

CHAIR LYNN TIPTON
VICE CHAIR ADRIAN COOMBS
KEASHAWN "KAY" VOLMAR
GREGG JOSHUA HEMINGWAY
FRANCIS "FRANK" KIRWIN
OZELL WARD
THOMAS HUDSON



June 6, 2024

Dear Mayor and Council Members:

On behalf of the Charter Review Committee, we greatly appreciate the honor of serving together for this review. We met, discussed, reviewed research and listened to legal and municipal experts. While we did not have a large amount of public comments, we did read and listen to those comments shared with us. You will find our recommendations attached.

We also believe it is our responsibility to share recommendations beyond the charter itself, as the document is most successfully implemented and upheld through effective administration. We are sharing these points in the order of the charter's articles in the hope they will help the council and municipal government going forward.

Proposed preamble: having reviewed the preambles of other cities in Florida, we find that this declaration allows the citizens to state common beliefs, commitments and visions for Mount Dora.

Article II: We are in consensus that a town-hall style meeting, with public participation and comment, should be held by the

Council to discuss the options for electing a mayor under the Council-Manager form of government. The Committee discussed this with Mr. Ken Parker, Coordinator for the ICMA-FCCMA Senior Advisors Program. Whether directly electing the mayor, using a rotational election for a one- or two-year term, or electing the mayor from within the council may prove a timely and helpful discussion for the council and the public.

Further, the committee is making the recommendation for term limits to be extended to twelve years (12) due to the need for continuity in leadership and vision as Mount Dora experiences growth and development. We believe with the onset of Form 6, obtaining and retraining effective elected officials is paramount to our city's future and extending the term limits is an effective tool to achieve those goals.

In our discussion of the recommended non-interference clause charter amendment for the Council, the committee discussed that the city's employee policies and manual related to employee grievance procedures may need to be reviewed. We recommend that such a review, which would necessarily be undertaken by city staff under the manager per the non-interference clause, if adopted, may benefit from a discussion of whether an employee committee may be formed to hear employee grievances at an appropriate stage in the administrative proceedings.

Article IV: the committee spent a great deal of time discussing misinformation and the lack of public knowledge and understanding of the city's form of government and respective roles of its elected officials. We recommend a townhall-style workshop with public participation to go over these roles

thoroughly and to provide additional information on the city's website regarding the mayoral and council roles and responsibilities, and those of the charter officers and Clerk. Perhaps the workshop can be video recorded and maintained on the website for future access.

With respect to the non-interference clause recommended in this article, we further believe that if it is adopted by voters, it then necessitates education. When the council holds its organizational sessions following elections, the form of government, said roles and responsibilities, and role of the city manager should be fully discussed with new council members, and reviewed by existing council members.

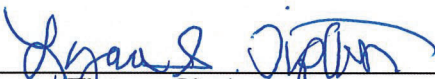
Article V: The committee spent time discussing the need for regular evaluative procedures to help the council and manager with key management strategies and goals. A performance matrix is recommended to assist the council and manager with discussions on effective and timely communications, sharing of information, goal implementation and other criteria. And, said matrix should be posted on the city's website for the public's education and understanding.

We appreciate the opportunity to share these recommendations in the spirit of improving Mount Dora's governance. It has been an honor to serve on this committee; we each took our charges seriously and have been deliberate in our review. We are available to discuss these recommendations in greater detail should that be desired.

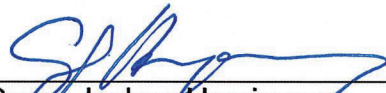
Sincerely,



Sincerely,

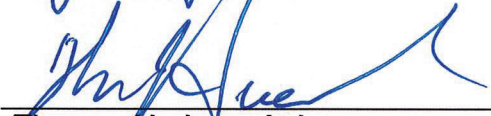

Lynn Tipton, Chairperson


Adrian Coombes, Vice Chair


Gregg Joshua Hemingway,
District 1


Frances "Frank" Kirwin, District 4


Ozell Ward, District 5


Thomas Hudson, At Large


Kaeshawn "Kay" Volmar, At Large

SECTION II – INTRODUCTION

CITY OF MOUNT DORA
2024 CHARTER REVIEW COMMITTEE
INTRODUCTION

Following the establishment of the 2024 Charter Review Committee, pursuant to Resolution 2024-12, the Charter Review Committee held nine (9) public meeting on April 11, April 18, April 25, May 2, May 9, May 23, May 30, June 3, and Jun 6, 2024, to discuss the City’s Charter and make recommendations for City Council’s consideration. The Committee members include Lynn Tipton, Adrian Coombes, Keashawn “Kay” Volmar, Gregg Joshua Hemingway, Francis “Frank” Kirwin, Ozell Ward, and Thomas Hudson. Lynn Tipton was elected as chair of the Committee and Adrian Coombes was elected vice-chair. All meetings were publicly noticed, public comment was welcomed, and minutes were kept in accordance with Florida’s Sunshine and Public Records Laws.

At the first meeting, presentations were made by the City Attorney and Chair Tipton regarding charters generally, the charter review process, and Florida’s Sunshine and Public Records laws. Members were invited to identify those areas of the charter warranting further discussion. By consensus, the Committee decided to review the entire Charter by section. At its April 18, 2024 meeting the Committee reviewed Articles I and II of the Charter, and a great deal of discussion occurred regarding the creation of a preamble to the City’s Charter and the role of the Mayor. The Committee invited ICMA and FCCMA Senior Advisor Ken Parker to attend a future Committee meeting to discuss the various forms of municipal government and their respective advantages and disadvantages. Mr. Parker provided his presentation on May 9, 2024. The Committee reviewed Article III, regarding elections and vacancies, and Article IV, regarding the Mayor, on April 25, 2024. The Committee reviewed Article V, concerning the City Manager, and Articles VI and VII on May 2, 2024. Following its initial review of all sections of the Charter, the Committee discussed the various proposed amendments it had identified and drafts of proposed Charter Amendments were prepared by the City Attorney. On May 9, May 23, May 30, and June 3, the Committee went back through each section of the Charter, and narrowed and revised each of the proposed Charter Amendments presented in this Final Report. On June 3, 2024, the 2024 Charter Review Committee voted to propose eight (8) charter amendments to the City Council for its consideration to be placed on the ballot for the November general election. On June 6, 2024, the 2024 Charter Review Committee approved this Final Report for the City Council’s consideration. In addition to the proposed charter amendments, the cover letter to this Final Report contains further recommendations for the City Council to consider going forward.

SECTION III – AMENDMENTS RECOMMENDED BY 2024 CHARTER REVIEW COMMITTEE

Ballot Title, Summary and Proposed Amendment – Preamble

A. Introduction/Purpose.

This Charter amendment would create a preamble to the charter. Many other municipalities have preambles, but the City of Mount Dora’s charter does not. While the preamble does not create any specific rights or duties, it provides a statement of who Mount Dora is and its goals.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

CREATING A PREAMBLE TO THE CHARTER OF THE CITY OF MOUNT DORA

Amending the charter by creating a preamble, stating the values, goals and purposes of the charter and acknowledging that Mount Dora is “SOMEPLACE SPECIAL.” This charter amendment does not create any new rights, duties, obligations, or prohibitions.

Budget Director’s estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Part I, Preamble of the Mount Dora Charter is created. (Underline text is added to the charter).

PART I - PREAMBLE

We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is “SOMEPLACE SPECIAL.” We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 4

A. Introduction/Purpose.

This Charter amendment would remove the prohibition on members of the city council being able to cast votes *in absentia*. The pandemic and advances in technology have created the possibility of having members who are physically absent being able to fully participate in city council meetings. Removing the prohibition means that whether a member may participate and vote while not being physically present will be determined in the future by the general law of the State of Florida.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

REMOVING THE PROHIBITION ON VOTING IN ABSENTIA

Amending the charter by removing the prohibition on city council members voting *in absentia*. This amendment will cause the determination of whether a member of the city council can participate and vote while not physically present will be determined by the general law of the State of Florida.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. II., Sec. 4, is amendment, Preamble of the Mount Dora Charter is created. (Underline text is added to the charter and ~~striketrough~~ text is removed).

Art. II., Sec. 4

The city council shall consist of seven (7) members, including the mayor. The mayor shall be considered a member of the city council for all purposes. ~~Members of the city council may not cast votes in absentia.~~

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 9(a) – Scheduling Charter Review

A. Introduction/Purpose.

This Charter amendment would amend when the charter review ad hoc committee would be formed and establish the year from when the review period would begin.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

AMENDING THE MONTH FOR ESTABLISHING THE CHARTER REVIEW COMMITTEE

Amending Section 9, to establish the charter review committee in January instead of April, and to amend the year from which the establishment of the committee begins.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. II., Sec. 9, amending the month establishing the charter review committee. (Underline text is added to the charter and ~~striketrough~~ text is removed).

Art. II., Sec. 9

The city council shall cause this charter to be reviewed ~~in 2014~~from 2024 no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its direction. The ad hoc committee shall be appointed no later than the first regularly scheduled meeting of ~~April~~ January. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 9(b) – Non-Interference

A. Introduction/Purpose.

This Charter amendment would create a prohibition on members of the city council interfering with the administration of the City except through the City Manager. Many cities operating under the council-manager form of government have a charter provision prohibiting members of the city council from interfering with the operations of the City except through the City Manager. Creating this prohibition is consistent with best practices and the majority of other cities having this form of government. This amendment would also renumber Section 9.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

RENUMBERING AND PROHIBITING CITY
COUNCIL MEMBERS FROM INTERFERING
WITH OPERATIONS EXCEPT THROUGH CITY
MANAGER

Amending Section 9, renaming section, renumbering, and adding a prohibition on city council members interfering with city operations except through the City Manager.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. II., Sec. 9, creating Section 9(b), renaming section, and renumbering section. (Underline text is added to the charter and ~~striketrough~~ text is removed).

Art. II., Sec. 9

(a) Duties.

- (1) The city council shall, by resolution, annually adopt a budget which is consistent with state law, city policy and procedures, and generally accepted accounting principles.
- (2) The city council shall annually cause to be conducted an audit of the accounts and records of the City of Mount Dora. The audit shall be performed by an independent certified public accountant, who shall be engaged for a term of no longer than five

successive years, and who may not be engaged for an immediately successive term of any length following any five successive years, including any years served prior to the adoption of this provision. Upon receipt of the auditor's annual report, the city council shall adopt, by resolution, time parameters and procedures for the correction of all deficiencies noted in the auditor's annual report.

- (3) The city council shall create and maintain a codification of ordinances. The codification shall contain those ordinances designated by the city council in its sole and absolute discretion. The city council shall annually cause the codification established hereunder to be reviewed under the supervision of the city attorney. The city shall also periodically update the codification established hereunder. A report of the codification review shall be presented to the city council no later than the first regularly scheduled council meeting of August.
- (4) The city council shall cause this charter to be reviewed in 2011 and no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its discretion. The ad hoc committee shall be appointed no later than the first regularly scheduled council meeting of April. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.
- (5) The city council shall individually make appointments to all boards and ad hoc committees created by the city council based upon procedures from time to time be established by the city council.

(b) Prohibitions.

- (1) Interference with administration. Except for the purpose of inquiries and investigations authorized by the city council, the city council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager; neither the city council nor its members shall directly issue orders to these staff members, publicly or privately. This provision shall not be construed to restrict individual councilmembers from actively monitoring city operations, including asking questions and engaging in discussions with the city manager regarding matters concerning supervised employees, and to offer opinions and recommendations on such matters. Suggestions for improvement in city government operations from individual council members shall be made through the city manager so that the city manager may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 11– Biannual General Elections

A. Introduction/Purpose.

This Charter amendment corrects changes made to the election cycle in 2019 to reflect that general elections will be held biannually.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

CORRECTING THE CHARTER TO REFLECT
GENERAL ELECTIONS ARE HELD
BIANNUALLY

Amending Section 11 to correctly reflect general elections are held biannually.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. III, Sec. 11, amending to reflect biannual general elections. (Underline text is added to the charter and ~~strike through~~ text is removed).

Art. III., Sec. 11

A general election shall be held ~~each year~~ biannually on the first Tuesday after the first Monday in November. Special elections, other than those expressly provided for herein, may be called for by the city council as the city council, in its sole and absolute discretion, deems necessary.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 12– Renumbering and Increasing Term Limits

A. Introduction/Purpose.

This Charter amendment provides subheadings, brings the language up to date, and increases the term limits from eight (8) consecutive years to twelve (12) consecutive years.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

INCREASING THE TERM LIMITS TO TWELVE
CONSECUTIVE YEARS AND ADDING
SUBHEADINGS

Amending Section 12 to increase the term limits to twelve (12) consecutive years, adding subheadings, and bringing language up to date.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. III, Sec. 12. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. III., Sec. 12. Terms.

(a) Terms. The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results.

(b) Staggered terms. All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4, and the representative of district 5 shall be elected for a three (3) year term beginning in 2021 and thereafter, beginning in 2024, for four (4) year terms. In 2022 and every four years thereafter, the representative of district 2, the representative of district 3, and the at-large representative shall be elected for four (4) year terms beginning in 2022.

(c) Term limits. The mayor, any district representative, and the at-large representative may only serve ~~eight (8)~~ twelve (12) consecutive years ~~in the same position~~. The time served by a person appointed or elected to fill the remainder of a vacant position shall ~~not~~ be included in the ~~eight-year~~ twelve (12) year limitation.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 17– **Council Vacancies**

A. Introduction.

This Charter amendment repeals and replaces the current Section 17 language regarding council vacancies in office and the holding of a special election to fill a council vacancy. The amendment further creates subheadings and reorganizes the language of the current charter regarding council vacancies and forfeiture from office.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

REPLACING AND REORGANIZING CHARTER
LANGUAGE REGARDING COUNCIL
VACANCIES AND SCHEDULING SPECIAL
ELECTIONS

Amending Section 17 to clarify requirements for filling council vacancies and holding special elections, reorganizing section with subheadings.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. III, Sec. 17. (Underline text is added to the charter and ~~striketrough~~ text is removed).

Art. III., Sec. 17. Vacancies.

~~The office of any councilmember, including the office of the mayor, who dies or resigns, or who is removed from office, or who is absent from four (4) consecutive regularly scheduled council meetings, shall be declared vacant by resolution of the remaining councilmembers. The office of any councilmember, including the office of the mayor, who is absent from four (4) nonconsecutive regularly scheduled council meetings during a calendar year, may be declared vacant by resolution of the remaining councilmembers. The office of any councilmember who is a district representative, and who establishes a permanent residence outside of the district which the councilmember represents, shall be declared vacant by resolution of the remaining councilmembers.~~

~~Should the office of any councilmember, including the office of the mayor, be declared vacant more than one hundred eighty (180) days prior to the first Tuesday after the first~~

~~Monday of the immediately following November, the city council shall call for a special election to fill the vacancy for the remainder of the term of the office vacated.~~

~~Should the office of any councilmember, not including the mayor, be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the mayor shall appoint, with the approval of city council, an elector of the city, who is qualified to hold the particular office declared vacant, to fill the vacancy.~~

~~Should the office of the mayor be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the vice mayor shall assume the office of the mayor. The council office held by the vice mayor shall be declared vacant and shall be filled in accordance with this section.~~

~~Any city council office, including the office of the mayor, filled by appointment pursuant to this section shall be open for election on the first Tuesday after the first Monday of the immediately following November, whereupon the office will be filled for the unexpired portion of the existing term or for a full term, whichever is applicable.~~

- (a) Vacancies. The office of any councilmember shall become vacant upon the member's death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.
- (b) Forfeiture of office. A councilmember's forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances:
 - (1) By absence. A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare a member's forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year.
 - (2) By disqualification. Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent.
- (c) Filling vacancies. A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biannual general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy, to be held as soon as practicable. If a vacancy in the office of the mayor occurs, the vice-mayor shall assume the office of the mayor for the remainder of the mayor's original term, and the council

office held by the vice-mayor shall be filled in the manner provided in Section 7 of the Charter.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Sections 20 and 21 – Appointment/Removal of City Manager - Super Majority

A. Introduction/Purpose.

This Charter amendment provides that the City Manager shall be appointed and removed by a super majority vote of the City Council, meaning five (5) members of the City Council must vote to appoint or remove the City Manager.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

REQUIRING SUPER MAJORITY VOTE OF CITY
COUNCIL TO APPOINT OR REMOVE CITY
MANAGER

Amending Sections 20 and 21 to require a super majority vote of the city council, five (5) votes, to appoint or remove the City Manager.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. V. Secs. 20-21. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. V., Sec. 20. Appointment.

The city council shall, by a super majority (five (5) members) vote of the full council, appoint a city manager.

Art. V., Sec. 21. Removal.

The council may remove the city manager by a super majority (five (5) members) vote of the full council. However, upon demand by the city manager, a public hearing shall be held prior to a vote to remove the city manager. The public hearing shall be held, at a city council meeting, not earlier than fifteen (15) days nor more than thirty (30) days after the demand is served. The demand must be in writing and served upon the mayor. The city manager shall continue to receive full salary until removed from office.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

SECTION III – SPANISH TRANSLATIONS OF BALLOT TITLES AND SUMMARIES

(To be supplied following City Council Adoption)

SECTION IV – EXHIBITS

(Minutes of All Meetings of 2024 CRC; Presentations
Provided to CRC During Public Meetings; and Matrix of
All Proposed Charter Amendments)

EXHIBIT A - MINUTES

**CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
APRIL 11, 2024, 3:00 P.M.**

**Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. City Attorney Patrick Brackins called to order the April 11, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Keashawn “Kay” Volmar, Mayoral Appointee
Francis “Frank” Kirwin, Vice-mayoral Appointee
Gregg Joshua Hemingway, District 1
Lynn Tipton, District 2
Adrian Coombes, District 3
Ozell Ward, District 5
Thomas Hudson, At-large

Also Present

Vince Sandersfeld, Acting City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Committee members and staff introduced themselves.

ELECTION

A. Chairperson

MOTION BY MR. HEMINGWAY TO NOMINATE MS. TIPTON TO SERVE AS COMMITTEE CHAIRPERSON; MS. VOLMAR SECONDED THE MOTION. MS. TIPTON WAS ELECTED CHAIRPERSON BY A 7-0 ROLL CALL VOTE.

B. Vice-chairperson

MOTION BY MR. KIRWIN TO NOMINATE MR. COOMBES TO SERVE AS VICE-CHAIR; MR. HEMINGWAY SECONDED THE MOTION. MR. COOMBES WAS ELECTED VICE-CHAIR BY A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

CITY ATTORNEY REPORT-LEGAL REVIEW PRESENTATION

Mr. Brackins suggested the committee set their meeting schedule. He provided an overview of the committee’s duties and the timeline for their work to be completed. Mr. Brackins recommended the committee be prepared with their final report toward end of May. The Supervisor of Elections needs amendments to be received no later than August 23rd. Mr. Brackins explained requirements for amendment ballots.

Mr. Brackins reviewed Sunshine Law and Public Records laws, especially as they apply to the committee members.

NEW BUSINESS

A. Charter Overview

Meetings would take place on Thursday afternoons, beginning at 3:00 p.m., and lasting as long as necessary. Committee members discussed the method by which they would conduct the charter review. Ms. Tipton suggested members notify the City Clerk regarding absences.

Committee members were advised that material to be shared with the committee should be communicated through the City Clerk.

Ms. Tipton shared a presentation from the Florida League of Cities on the topic of Charters, which included information specific to the State of Florida and the City of Mount Dora.

The committee began a review of Articles I through VII to consider sections for possible amendment.

Committee members discussed considering form of government, Charter positions, length of term, Council size, the roles of Mayor and Vice-mayor, residency requirements for City positions, Council actions and minutes, non-interference charter provisions, and the City Manager role and evaluation.

The extent to which the Committee could suggest actions to Council was discussed.

Mr. Hemingway expressed interest in Initiative and Referendum (Article VI.)

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

Chairperson Tipton worked with the committee to define their approach for continuing their review at future meetings. The committee acknowledged the meetings may sometimes exceed two hours. It was noted that public participation may occur at different times throughout the meeting. The committee discussed methods for obtaining public feedback.

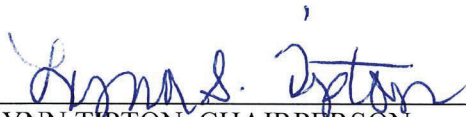
Chairperson Tipton asked committee members to confirm that the contact information appearing on the roster was correct.

Committee consensus would be sought for proposed Charter changes.

ADJOURNMENT

MOTION BY MR. COOMBES TO ADJOURN; MR. WARD SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 4:19 p.m.


LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee


JEANANN HAND, CITY CLERK
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
APRIL 18, 2024, 3:00 P.M.**

**Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. Chairperson Tipton called to order the April 18, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Lynn Tipton, Chairperson, District 2
Adrian Coombes, Vice-chair, District 3
Keashawn "Kay" Volmar, Mayoral Appointee
Francis "Frank" Kirwin, District 4
Gregg Joshua Hemingway, District 1
Ozell Ward, District 5

Also Present

Vince Sandersfeld, Acting City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Members Not Present

Thomas Hudson, At-large

APPROVAL OF MINUTES

A. April 11, 2024 Charter Review Committee Minutes

MOTION BY MR. KIRWIN TO APPROVE THE MINUTES FROM THE APRIL 11, 2024 CHARTER REVIEW COMMITTEE MEETING; VICE-CHAIR COOMBES SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment.

Joe Lewis, 148 Charles Avenue, spoke about public perception of the role of Mayor and ways the City could imprint a more accurate perception of the powers of that role.

Chairperson Tipton closed public comment.

NEW BUSINESS

A. Charter Review: Article I-Establishment of Entity

Chairperson Tipton introduced the topic and City Attorney Brackins explained the purpose of the items in Article I.

Section 1. Corporate Boundaries is not something that would be changed by the Charter Review Committee.

Section 2. Powers currently cites F.S. ch. 166 as the basis for Municipal Home Rule powers. Mr. Brackins mentioned that a more accurate statement would be "...all power allowed by general law," which would then more comprehensively state the derivation of the municipality's powers from the Constitution of the State of Florida.

Mr. Brackins referenced material he had distributed to the committee, comparing the Powers

section of the Charter from the City of Maitland and from the Charter of Ponce Inlet with the current Charter of the City of Mount Dora.

At the request of the committee, Mr. Brackins reviewed the hierarchy and weight of governing documents, from Constitution to Resolution, and the role of Home Rule Authority.

The Committee considered the addition of a Preamble.

The Committee discussed the importance of certain boards and commissions appointed by Council, and the role of the Charter in protecting the existence of those bodies.

The Committee discussed including historic preservation in the preamble, if one were to be added to the Charter.

Chairperson Tipton confirmed the Committee's consensus to revisit Article I with the consideration of adding a Preamble. Charter Review Committee members will submit Preamble ideas to the City Clerk.

The City would provide and the Committee would review Ordinance No.2007-954, which is referenced in Article I, Section 3 of the current Charter.

B. Charter Review: Article II-Legislature

The Committee discussed the number of Councilmembers, the various methods for choosing a Mayor, and the configuration of districts. Continuing the option of running At-large was discussed. The Committee discussed changing the method of electing the Mayor. The Committee discussed the advantages of districts and the specialized role of the Mayor.

The Committee discussed the impact of growth, especially when considering district boundaries.

The Committee further discussed the role of Mayor, public perceptions of that role, compensation for that role, and methods of election. Some Committee members favored rotation of Councilmembers filling the position of Mayor, or a Council-elected Mayor. Others favored the current process, voicing appreciation for the benefits of longevity, specialized dedication to the position, and the cross-district reach of the At-large election for this role.

The Committee consulted the City's District Map, which was presented on the monitors in the chamber.

The Committee would continue discussion of Article II at the next meeting.

The City would invite ICMA and FCCMA Senior Advisor Ken Parker to attend a Charter Review Committee meeting to speak about the various forms of municipal government structure and their advantages and disadvantages.

The Committee requested:

- The population changes in each district
- The number of voters who participated in the last election in each district, by candidate.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

A. April 25, 2024, 3:00 p.m.

Chairperson Tipton would not be present at the next meeting. Article III-Elections and Vacancies, and Article IV-Mayor would be discussed at the next meeting. Further discussion on Articles I and II will continue once Chairperson Tipton and an outside subject-area expert are able to attend the meeting.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment.

Christine King-Harris, 402 East Jackson Avenue, spoke about maintaining the character of the community throughout periods of growth.

Chairperson Tipton closed public comment.

OTHER BUSINESS

Mr. Brackins referred to the material he distributed to Committee members and staff at the beginning of the meeting, pointing out examples of non-interference clauses and references to minutes.

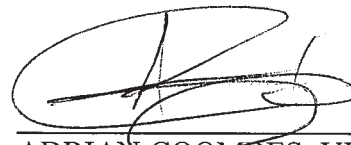
Mr. Brackins brought to attention the sentence in Article II, Section 4 of Mount Dora's Charter which prohibits Councilmembers voting in absentia

ADJOURNMENT

***MOTION BY MR. COOMBES TO ADJOURN; MR. WARD SECONDED THE MOTION.
MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, the meeting adjourned at approximately 5:02 p.m.

All documents referenced at this meeting are available at the following link: <https://files.ci.mount-dora.fl.us/?u=xyYp&p=T2Ff>



ADRIAN COOMBES, VICE-CHAIR
2024 Charter Review Committee



JEANNANN HAND, CITY CLERK
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
APRIL 25, 2024, 3:00 P.M.**

**Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. Vice-chair Coombes called to order the April 25, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Adrian Coombes, Vice-chair, District 3
Gregg Joshua Hemingway, District 1
Francis “Frank” Kirwin, District 4
Thomas Hudson, At-large

Also Present

Vince Sandersfeld, Acting City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Members Not Present

Lynn Tipton, District 2
Ozell Ward, District 5
Keashawn “Kay” Volmar, Mayoral Appointee

APPROVAL OF MINUTES

A. April 18, 2024 Charter Review Committee Minutes

MOTION BY MR. HEMINGWAY TO APPROVE THE MINUTES FROM THE APRIL 18, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. HUDSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Vice-chair Coombes opened public comment. No one spoke. Vice-chair Coombes closed public comment.

NEW BUSINESS

Vice-chair Coombes reminded the Committee that they had decided to complete their review of Articles I and II at a later meeting. He announced Ken Parker’s visit to speak to the Committee on May 9th.

Mr. Coombes reviewed the preamble assignment. Mr. Brackins told Committee members he would provide preamble examples to them.

Committee members acknowledged receipt of an email from a resident who communicated his thoughts on the Committee’s task. The email is attached to the minutes as Exhibit A.

A. Charter Review: Article III-Elections and Vacancies

Committee members acknowledged the need for a revision to the current Charter’s **Section 11. General and special elections**, which states “a general election shall be held each year.” Committee members discussed options for filling a seat if a position is vacated.

Vice-chair Coombes mentioned the current **Section 12. Terms** leaves open the possibility for an individual to serve 24 years, since the stated 8-year term limit applies only to a particular seat. Mr. Coombes also suggested removing the language that was written specifically to guide the City through a 2024 transition regular term election, since the language had served its purpose and was no longer needed.

necessary.

Committee members reviewed **Section 17. Vacancies** and discussed options for filling vacated seats. Members considered filling a vacated seat by Council appointment of the candidate who placed second in the election, or by Council receiving applications from those who wish to serve and appointing from the applicant pool. Committee members wished to save the City from the expense of a special election. Committee members discussed the value of staggered terms. Mr. Brackins informed Committee members about various ways this challenge had been addressed in other municipalities.

Committee members favored the process of appointing from the pool of submitted applications. After choosing an applicant, Councilmembers would make a nomination and vote on the appointment of the desired applicant. The chosen applicant would take seat until next general municipal election. Their re-election would follow the City's regular election schedule.

Mr. Brackins would provide for the Committee's review draft language of Sections 12 and 17 according to the Committee's discussion.

Mr. Kirwin suggested the sections about absences should be modified to allow for attendance and/or participation by electronic communication technology such as Zoom. The Committee and Mr. Brackins discussed allowances and limitations for electronic communication technology.

Committee members suggested the term limit language in the last paragraph of Section 12 should not include "...in the same position," and that the word "not" should be stricken from the last sentence so that a partial term that occurs as the result of a vacancy would contribute to the measurement of the overall term limit.

The Committee reviewed and discussed **Section 16. Removal**. Mr. Hemingway expressed concern over the lack of recourse available should an official's behavior be found unacceptable for their office.

Mr. Brackins would provide the Committee a broad non-interference clause that the Committee could customize to what they believe is best for the City's Charter.

B. Charter Review: Article IV-Mayor

Mr. Kirwin distributed a draft of his suggestions for this section, which included the powers already listed in the Charter as a. through h., with the addition of prohibitions listed in his draft. Mr. Kirwin's draft is attached to the minutes as Exhibit B. The Committee discussed reasons certain duties are performed by the Mayor. The Committee discussed purchasing limits and signing authority. Florida Statute requires the head of the city government sign plats. Checks and balances were discussed. The Committee was in favor of prohibitions applying to councilmembers as well as the mayor. They discussed reasons why certain items are or are not included in the Charter.

Non-interference language would be included in Article II.

The Committee discussed what would be appropriate to include in their recommendations to Council. They also discussed appropriate communications with the City Attorney.

C. City Attorney and Staff Reports

Mr. Brackins would provide to the Committee drafts of preambles, a draft for Article II, Section 9, possible solutions for language regarding voting in absentia, and information on staggered elections.

The Committee briefly reviewed statistics from the 2022 District 3 election.

Mr. Sandersfeld would provide maps of the Mount Dora districts with population counts from the last Census.

The Committee was provided with printed copies of preamble drafts submitted by Mr. Kirwin

and Mr. Coombes, which are attached to the minutes as Exhibit C and Exhibit D.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

A. May 2, 2024, 3:00 p.m.

ADJOURNMENT

There being no further business for discussion, Vice-chair Coombes adjourned the meeting at approximately 4:48 p.m.



LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee



JEANANN HAND, CITY CLERK
City of Mount Dora

Hand, Jeanann

From: Mark Slaby <markslaby@gmail.com>
Sent: Thursday, April 25, 2024 8:38 AM
To: Kvolmar97@gmail.com; GJ Hemingway; tipster5fla@gmail.com;
adriancoombesmdpz@gmail.com; Fkirwin1@gmail.com; ozchrtrev24@gmail.com;
thudson009@comcast.net
Cc: Hand, Jeanann
Subject: Charter Review Work - Thoughts

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Team,

Thanks for taking time to work on this important task.

Over the years, I've noted a few things and wanted to share them with you for your consideration as you review. Most of these items have come out from conversations with people who have asked me about x, y or z... I found some other cities, notably, Winter Park to find examples. I did not go too deep into the reasoning — feel free to individually contact me (sunshine) if you care to talk more on this or any other issue.

I'm being as brief as I can here to not belabor a point.

Best,
Mark Slaby
Citizen of Mount Dora
352 973 1604 Phone/text

Item 1.

Article III - Section 17. Filling Vacancies... This might need your review since terms are for four years now. Would it be ok that if, say, a seat opens up early in the term that the seat is filled as provided and the special election is on the next 2 year cycle... so that the city would not incur costs of a special election. Just look it over to see if there is a way to avoid special elections.

Item 2.

Term limits/terms- 8 years is what we have now... but with At large, Districts and Mayor — without moving one could serve 24 years — might want to change it to be more absolute. The citizens wanted term limits — and this does not match

Also — small item — but the phase in of the 4 year terms is done and the paragraph in the Charter for that could be removed or cleaned up... in 2075, for example, we don't need to know how the phase in worked in 2021-2023...

Example

Sec. 2.04. - Term of office.



- (a) *Term.* The term of office of any person or persons elected commissioner or mayor at any general election held in the city shall be three (3) years and shall commence and begin on the date of the first city commission meeting following certificate of the election results.
- (b) *Term limits.* Consecutive terms of any Member of the City Commission and the mayor shall be limited to four (4) consecutive full terms in office, either as Mayor or Commissioner or any combination thereof. The time served by a person appointed, or elected to fill a vacancy on the City Commission shall not constitute a full term of office. The time served by a City Commissioner or Mayor who resigns or otherwise vacates office shall constitute a full term in office regardless of the time served.

Item 3.

Use of resources by Council Members acting individually — not as Council Members. City Attorney and City Manager work for the Council, not any of the people individually. I remember a conversation with James Homich many years ago (so I may be wrong on the details) but there was a case somewhere with a School Board where the individual members, meeting with the Superintendent, were basically getting a count of votes on things without the sunshine — the point for me is more a waste of City Manager time — SEVEN council members with meeting time with the City Manager going over things that could be taking care of once at a public meeting. — Not sure how to solve that in the Charter but just know that the citizens of the city are getting less manager time for doing the job with the SEVEN members getting more than needed.

Similar for the Attorney — Mr. Crail is sending out \$ on attorney fees — some council members are burning up attorney time — the attorney is for the Council — not individuals. Not sure how to handle that. The City Attorney currently might be able to offer ideas on how the Charter might be a good spot for a fix.

Example:

ARTICLE VII. - PROHIBITIONS



[Section 7.01. - Established.]



- (a) *Appointment and removals.* Neither the mayor nor the council nor any of its members shall in any manner dictate the appointment or removal of any city administrative officers or employees whom the city administrator or any of the subordinates are empowered to appoint, but the council or mayor may express their views and full and freely discuss with the city administrator, anything pertaining to appointment and removal of such officers and employees.
- (b) *Interference with administration.* Except for the purpose of inquiries and investigations, the mayor[,] the council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city administrator solely through the administrator, and neither the mayor, the council, nor its members shall give orders to any such officer or employee, either publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the council or the mayor from closely scrutinizing by questions and personal observation, all aspects of city government operations so as to obtain independent information to assist the members in the formulation of sound policies to be considered by the council. It is the express intent of this Charter, however, that recommendations for improvement in city government operations by individual councilmembers or the mayor be made to and through the city administrator so that the administrator may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.

Item 4

I cringe when staff recommends the auditor and the rubber stamp of Council approves the recommendation. Not that the staff are crooks, but a Charter should be the place to safeguard citizens... and what better way for dastardly things to occur as when the Council — often not accounting/financial people — have to hire an

auditor... Listen to the recordings of the last appointment or two of auditors “I trust staff to pick the auditor to audit themselves” was the theme...

Sec. 2.17. - Annual financial audit.

🔗 📄 📁 📧 📧

In accordance with the general laws of the state, there shall be an annual financial audit to be completed, within six (6) months after the end of the fiscal year, by an independent certified public accountant. The city commission shall institute a competitive selection process and to this end shall establish an auditor selection board consisting of five (5) members. One (1) member of this board shall be a city commissioner appointed by the commission. The remaining four (4) members shall be residents of the city who have the qualifications of electors therein and are not city employees. This board shall be charged with the responsibility to solicit proposals and to screen and evaluate the proposals received. The auditor selection board shall submit its recommendations to the city commission which shall then select an auditor and award a contract for a term not to exceed three (3) years.

Item 5

The last few election cycles have seen direct contributions to candidates from political organizations — if you want nonpartisan elections, seems more teeth is needed.

Sec. 3.01. - Nonpartisan elections.

🔗 📄 📁 📧 📧

- (a) All qualifications and elections for the office of city commissioner or mayor shall be conducted on a nonpartisan basis without regard for or designation of political party affiliation. Upon qualifying for office through the election, a candidate for the office of city commissioner or mayor shall not:
 - (1) Campaign and/or publicly represent or advertise herself or himself as a member of any political party; or
 - (2) Accept campaign contributions from any political party.
- (b) A candidate for commissioner or mayor who violates a provision of this section shall be liable for a civil fine of up to \$1,000.00 per violation. The city commission shall adopt an ordinance describing the procedure to determine violations, provide due process, and set fines.

Item 6.

Compensation of Council. Language that says something like this would be good. — “Compensation is X monetary only. No other benefits to Council members...” The attorney should be able to assist with some tighter language.

The ability of council to get “more” than just the direct monetary Compensation is not good for oversight. In the past, Council members were able to use the clinic and pay a fee. Where does objectivity go when you participate in something that you review (budgetary)? Will you vote to end the clinic if it is shown to not be a good fit for the city? I see an appearance issue. Independent oversight, not participatory oversight.

Remember — The Charter protects the citizens in cases where someone might act in selfish best interest.

It is the clinic now.. in the future...(made up examples)... Get the city rate for gas at the motor pool, get to participate in the ‘free massages for employees’, “Free 3 hours of legal advise for all employees”.

I’m not making a character comment on those that have used the clinic — they see no problem in it as they are thinking that if there was a vote — they would be angelic and impact themselves and family negatively to close the clinic if that was the best path at the time. I’m just saying that there might be a Council person someday that is just after the ‘Gimme stuff’ ... and staff might also be inclined to dream up more “Gimme stuff” if they know that they can get the Council members hooked into it too which would preserve that item.

Item 7.

Council Make Up

4 districts, 2 at large and 1 mayor seemed better to me... (I'd think that a 5 person council would be politicians might lose their mind)... I don't expect you to come up with that as a recommendation but most cities have smaller councils. The representation is not much different.. 20,000 people represented by 5 or 7 members is not materially different. When we get to 30,000, should we have 9 members? No.... Not expecting this to go through — just pointing it out.

ARTICLE IV: Mayor

Section 18: Powers, Duties and Prohibitions

The mayor shall have the following powers and duties:

(a)through (h)

Prohibitions

(a) The elected or appointed mayor shall hold no other office during the term of duty.

(b) The elected or appointed mayor shall not in any manner dictate the appointment or removal of any city administrative officers or employees whom the manager is empowered to appoint.

(c) The elected or appointed mayor shall not deal in any manner with the city officers and employees who are subject to the direct or by authorized supervision of the manager. The mayor may not give orders to such officers or employees, either publicly or privately.

This should also be reworded and added the Article II Section 9 directing Council.

Some line of punishment might also be considered. Often there is no power to a restriction if there is no penalty attached.

EXHIBIT C

We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. By this action we aim to encourage and protect our unique environment, cultural and architectural history, social diversity with justice and equality for all community members. We intend this charter to provide a government that responds to the will and values of the people, promotes social equity, improves efficiency, authority and provides responsibility and cooperation.

Hand, Jeanann

From: adriancoombesmdpz@gmail.com
Sent: Wednesday, April 24, 2024 12:51 PM
To: Hand, Jeanann
Cc: 'Patrick Brackins'
Subject: Draft City of Mount Dora Charter preamble

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Jeanann, (Patrick FYI)

Following on from last week's Charter Review Committee meeting, here is a draft effort at a Charter preamble for Mount Dora for consideration by members at one of our upcoming Charter Review meetings.

Suggested Mount Dora Chart preamble

Since the first charter was awarded to the City of Mount Dora, Florida in 1910, residents and visitors alike have highly valued the historical ambience of our town, which is further enhanced by its unique geographical location on the shores of Lake Dora. In the minds of our citizens, Mount Dora is "**Someplace Special**". The vision and legacy of our founding families continues to serve as a beacon for how we want our City to continue to be seen in the future. With a strong National reputation as a City that values the arts, Mount Dora is regularly cited as one the best small towns/cities to visit in the USA. Our Charter serves to guide both our citizens and elected officials to ensure that our history, arts, culture and ambience, combined with a welcoming attitude to all visitors, is enshrined in a way that preserves and strengthens all that is best about our City for the future.

Regards
Adrian Coombes

**CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
May 2, 2024, 3:00 P.M.**

**Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m., Chairperson Tipton called to order the May 2, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Lynn Tipton, Chair, District 2
Adrian Coombes, Vice-chair, District 3
Gregg Joshua Hemingway, District 1
Francis "Frank" Kirwin, District 4
Ozell Ward, District 5
Thomas Hudson, At-large
Keashawn "Kay" Volmar, Mayoral Appointee

Also Present

Vince Sandersfeld, Acting City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

APPROVAL OF MINUTES

A. April 25, 2024 Charter Review Committee Minutes

MOTION BY MR. KIRWIN TO APPROVE THE MINUTES FROM THE APRIL 25, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. HUDSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment.

Christine King-Harris, 402 East Jackson Avenue, requested clarification on the percentage comprising plurality. Mr. Brackins explained that for Council to pass an item, there must be a majority vote of the members present, assuming there is a quorum in attendance. A charter amendment would require a majority vote of the public.

Chairperson Tipton closed public comment.

NEW BUSINESS

A. Charter Review-Article V. City Manager

The Committee considered Section 19. Establishment of Office.

The Committee discussed the appropriate place for a non-interference clause, specifically a clause to prevent Council from interfering with the duties of the City Manager. It was suggested that the clause would be more appropriately placed in Article II. Legislature, which addresses the behavior of Council.

The Committee recognized instances for the adjustment of pronouns to be converted to gender neutral terms. Mr. Brackins recommended a charter amendment to solely address gender neutrality.

Ms. Tipton pointed out that City Manager candidates frequently examine a City Charter to consider their prospective role in the City.

The Committee discussed whether particular requirements or qualifications would be most effectively placed in the Charter, or placed in other documents, such as employment agreements, resolutions, or ordinances.

The Committee recognized their duty to avoid placing elements in the Charter that would conflict with other governing documents of the City.

The Committee concluded they would like a non-interference clause to be placed in Article IV.

The Committee considered Section 20. Appointment

The Committee discussed interpretation of the language "majority vote of full council."

Committee members exchanged ideas regarding the minimum number of Councilmembers required to be present to vote upon the appointment of a City Manager. They considered the allowance to vote in absentia. The current Charter does not allow for voting in absentia.

Committee members discussed requirements for valid voting in absentia.

Chairperson Tipton confirmed that, at this point, the Committee agrees that a super-majority vote of the full Council (5) must vote to appoint a City Manager. The Committee also agreed the same would be required for City Manager removal.

Ms. Tipton reminded the Committee that these are not yet their final recommendations, and they would have time to reconsider before presenting their report to Council.

The Committee reviewed Section 21. Removal.

The Committee discussed availability of due process for a City Manager in the event of removal.

The Committee considered the objectives of changes to this section, if any.

The Committee considered Section 22. Compensation

The Committee considered how compensation is determined. They discussed what role, if any, Council should have in determining compensation. They discussed a recommendation to Council for a policy that sets a schedule for evaluation of City Manager performance and fair compensation. They acknowledged the importance of competitive compensation, and of communication regarding goals. They discussed the appropriate level of explicit direction that should be included in Charter language.

Mr. Brackins would bring suggested language to accomplish the Committee's intention for this section regarding a clear yet broad statement related to performance goals and evaluation.

Section 23. Power and Duties

The Committee found no points of discussion regarding (a) through (j).

They discussed a residency requirement, and agreed the requirement should not be listed in the Charter.

The Committee discussed Section 24. Acting City Manager, noting the time frame mentioned in the Charter. They acknowledged Council's power in this section to revoke or appoint within or beyond the conditions stated in the Charter. The Committee had no suggestions for this section.

B. Charter Review-Article VI. Initiative and Referendum

The Committee had no recommendations for changes to Article VI. Initiative and Referendum.

Mr. Brackins explained Severability.

C. Article VII. Building Heights

The Committee had no suggestions.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

A. Thursday, May 9, 2024, 3:00 p.m.

Chairperson Tipton mentioned Mr. Parker's presentation at the next meeting. Mr. Kirwin announced he would be absent from next week's meeting. Mr. Kirwin was asked if he had any questions for Mr. Parker. Mr. Kirwin mentioned his interest in at-large seats.

After Mr. Parker's presentation, the Committee would go back to review Articles I and II.

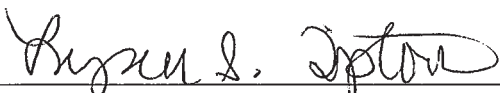
PUBLIC COMMENT

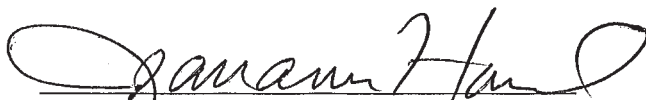
Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

ADJOURNMENT

***MOTION BY MR. HEMINGWAY TO ADJOURN; MR. WARD SECONDED THE MOTION.
MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, Chairperson Tipton adjourned the meeting at 5:03 p.m.


LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee


JEANANN HAND, CITY CLERK
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
MAY 9, 2024, 3:00 P.M.**

**Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. Chairperson Tipton called to order the May 9, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Lynn Tipton, Chairperson, District 2
Adrian Coombes, Vice-chair, District 3
Gregg Joshua Hemingway, District 1
Ozell Ward, District 5
Keashawn "Kay" Volmar, At-large
Thomas Hudson, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk
Ken Parker, ICMA Senior Advisor

Members Not Present

Frank Kirwin, District 4

APPROVAL OF MINUTES

A. May 2, 2024 Charter Review Committee Minutes

MOTION BY MR. WARD TO APPROVE THE MINUTES FROM THE APRIL 18, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. HEMINGWAY SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

NEW BUSINESS

A. Presentation by FCCMA Senior Advisor Ken Parker: Forms of Government

Ms. Tipton introduced Mr. Parker. Mr. Parker's presentation is attached to the minutes as Exhibit A.

Mr. Parker spoke to the Committee about forms of government and various methods to elect a mayor and City Councilmembers. Mr. Parker explained the function of the mayor, councilmembers, and city administrators under each form. He spoke of his real-life experience with the hybrid form and an elected mayor in Port Orange. Mr. Parker pointed out that a collegial atmosphere could be fostered when the elected officials choose mayor from among themselves. Mr. Parker and the Committee discussed the strengths and weaknesses of Mount Dora's current form.

The Committee discussed the importance of having clear roles that are understood by those elected and the public. The Committee discussed the challenges of enforcing the powers and limitations described in the Charter. Penalties for Charter violations were considered. The role of City Attorney

was discussed. Mr. Parker described his experience with a well-structured chain of command, in which the City Manager worked under the Council, and staff clearly worked under the City Manager. The effectiveness of public participation at Council meetings was discussed. Some Committee members expressed frustration, feeling Public Comment, as it currently functions, is unsatisfying and does not lead to resolution. They considered practical reasons why results may not be seen immediately. They agreed clarity of communication is crucial for all sides.

They spoke about the role of Councilmembers as representatives of their constituents, and their responsibility to make the best decisions for the City. The importance of education was mentioned. The pros and cons of a rotation of elected officials to serve as mayor, including the inability to grow as a leader under such short terms, public confusion about the identity of the mayor, and the public perception they are being deprived of a power.

The Committee discussed who should assume the responsibility of upholding the Charter, especially in the face of possible violations. Chairperson Tipton explained the duties of Council as defined by statute. The expense of running At-large was discussed. The Committee acknowledged that Councilmembers serve as representatives of the people yet are independently elected to make their own decisions. Chairperson Tipton pointed out the delicate balance of those two elements has been the challenge of democracy since its earliest times.

Vice-chair Coombes requested Committee address material he received from Mr. Brackins regarding meeting agendas and action points.

B. Review Article I-Establishment of Entity

This topic would be addressed at the May 23rd meeting.

C. Review Article II-Legislature

This topic would be addressed at the May 23rd meeting.

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

Chairperson Tipton told the Committee she would be unable to attend a May 16th meeting. The Committee agreed they would not meet on May 16th. The next meeting would be on May 23rd. The May 16th meeting would return to a review of Articles I and I, the materials Mr. Coombes mentioned earlier, and the example and draft preambles.

ADJOURNMENT

***MOTION BY MR. HEMINGWAY TO ADJOURN; MR. WARD SECONDED THE MOTION.
MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

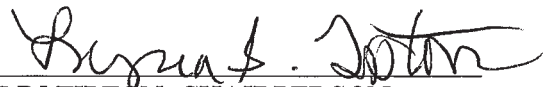
There being no further business for discussion, Chairperson Tipton adjourned the meeting at approximately 4:59 p.m.

was discussed. Mr. Parker described his experience with a well-structured chain of command, in which the City Manager worked under the Council, and staff clearly worked under the City Manager. The effectiveness of public participation at Council meetings was discussed. Some Committee members expressed frustration, feeling Public Comment, as it currently functions, is unsatisfying and does not lead to resolution. They considered practical reasons why results may not be seen immediately. They agreed clarity of communication is crucial for all sides.

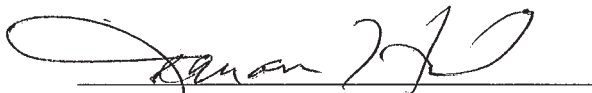
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The Committee discussed who should assume the responsibility of upholding the Charter, especially in the face of possible violations. Chairperson Tipton explained the duties of Council as defined by statute. The expense of running At-large was discussed. The Committee acknowledged that Councilmembers serve as representatives of the people yet are independently elected to make their own decisions. Chairperson Tipton pointed out the delicate balance of those two elements has been the challenge of democracy since its earliest times.

Vice-chair Coombes requested Committee address material he received from Mr. Brackins regarding meeting agendas and action points.



LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee



JEANANN HAND, CITY CLERK
City of Mount Dora

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. Chairperson Tipton called to order the May 23, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Lynn Tipton, Chairperson, District 2
Adrian Coombes, Vice-chair, District 3
Frances “Frank” Kirwin, District 4
Ozell Ward, District 5
Keashawn “Kay” Volmar, At-large
Thomas Hudson, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Members Not Present

Gregg Joshua Hemingway, District 1

APPROVAL OF MINUTES

A. May 9, 2024 Charter Review Committee Minutes

MOTION BY VICE-CHAIR COOMBES TO APPROVE THE MINUTES FROM THE MAY 9, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. KIRWIN SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

NEW BUSINESS

Chairperson Tipton briefly described the concept of the cover memo that would be submitted to City Council with the Charter Review Committee’s report.

The Committee reached a consensus that gender neutral language would be recommended to Council, using the pronouns “they/them.”

A. Preamble

The Committee reached a consensus that they would provide a Preamble to Council. Committee members reviewed the Preamble examples that had been distributed for their review, and the draft Preambles submitted by Committee members. They narrowed their focus to the draft Preambles submitted by Committee members.

They discussed the value of a Preamble, noting that it is an appropriate place to include content that may not belong in other sections of a charter. They discussed Preamble length and considered the phrases and concepts they felt were of value to the Preamble. They favored the word “stewardship.”

The Committee’s discussion resulted in the following Preamble draft:

“We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is ”Someplace Special.” We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.”

B. ARTICLE I. ESTABLISHMENT OF ENTITY

Chairperson Tipton confirmed the Committee had no recommendations for Section 1. Corporate Boundaries or Section 2. Powers.

The Committee considered whether Section 3. Government should be altered, and finally agreed there were no recommendations for that section.

C. ARTICLE II. LEGISLATURE

The Committee agreed to recommend a change in Article II, Section 4. City Council in consideration of allowances for attendance through electronic communication technology. The City Attorney presented draft language striking the final sentence in Section 4, “Members of city Council may not vote in absentia,” and replacing that sentence with, “So long as a physical quorum of the city council is present, a member of the city council may attend, participate and vote by available audio/video teleconferencing, but only if that member's physical absence arises from an exceptional or extraordinary circumstance which shall be determined in the good judgment of the quorum of city council members physically present.”

The Committee had no changes to recommend for Section 5. Qualifications.

The Committee had previously considered changes to Section 6. Compositions; districts, relevant to discussion of a Council of five members rather than seven. The Committee was advised that a change to this section would not take effect until after the next two election cycles. Committee members discussed changes that could be made regarding the role of mayor, expressing concern over the perception of mayoral powers. Some members favored a mayor elected among the Council. It was suggested that education might clarify the understanding of the mayor role.

The Committee discussed the pros and cons of at-large representation rather than district representation. They considered the potential for varying levels of accountability and district advocacy with at-large representatives rather than district-specific representation. They acknowledged certain things are not controllable by legislation.

It was suggested that the role of mayor may be clarified in the Duties and Prohibitions clause under ARTICLE IV. MAYOR.

The Committee expressed consensus that there are no recommended changes for Section 6 at this time, although the Committee, in their report to Council, may mention areas they believe should be examined more thoroughly regarding the composition of districts and the role of mayor.

The Committee had no recommendations for Section 7. Vice-mayor or Section 8. Meetings.

Chairperson Tipton told the Committee that the addition of Prohibitions under Section 9 will require renumbering. The title “Duties” would be (a) under Section 9 with “Prohibitions” following as (b).

The Committee discussed penalties for violations of the Charter. Public reprimand, censure, or monetary fines were mentioned. The process for removal from office is governed by State law. The Committee discussed self-policing under Home Rule. They reviewed the section of Daytona Beach’s code of ordinances, which addresses the matter in a manner similar to that which the Committee is discussing, and they considered the difficulties of enforcement. The appropriate role of the City Attorney was discussed.

The Committee agreed that (b) Prohibitions would be included in their report recommendations to City Council.

The Committee agreed they wish to recommend replacing the current Charter Review clause under ARTICLE II. Section 9. Duties with the following: “The City Council shall cause this charter to be reviewed from 2024 no less than every five years thereafter, by ad hoc committee and the city attorney.”

The Committee considered deviating from the Roman numeral number system, but decided against it.

D. ARTICLE III. ELECTIONS AND VACANCIES

The Committee agreed on a change to the first sentence of **Section 11. General and special elections** so that it reads **“A general election shall be held biennially on the first Tuesday after the first Monday in November.”**

Section 12 would be revised with the following subheadings:

(a) Terms. The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results.

(b) Staggered terms. All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4 and the representative of district 5 shall be elected. In 2022 and every four years thereafter, the representative of district 2, the representative of district 3 and the at-large representative shall be elected.

(c) Term limits. The mayor, any district representative and the at-large representative may only serve twelve (12) consecutive years. The time served by a person appointed or elected to fill the remainder of a vacant position shall be included in the twelve-year limitation.

Committee members discussed the benefits and drawbacks of term limit lengths.

Section 17. Vacancies

The Committee considered Section 17. Vacancies. Chairperson Tipton brought up various reasons this section is important. Abundant absences make for a less effective Councilmember. The Committee considered the expense of special elections.

Chairperson Tipton confirmed the Committee by consensus agreed with the recommendation of (a) and (b) below for Section 17. Vacancies:

(a) Vacancies. The office of any councilmember shall become vacant upon the member's death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.

(b) Forfeiture of office. A councilmember's forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances:

(1) By absence. A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare a member's forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year.

(2) By disqualification. Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent.

The Committee considered the appropriate number of days of vacancy in relation to the timing of an election to fill the vacant seat.

The Committee agreed upon the following text for (c).

(c) Filling vacancies. A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biennial general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy as soon as practical.

The Committee discussed what must be accomplished within their final meetings. The final opportunity for discussing changes will be June 7th.

The Committee discussed a recommendation for ARTICLE IV. MAYOR that emphasized the ceremonial role of the mayor.

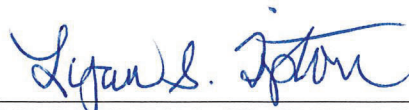
ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATES

The Committee set the following meeting dates and times: Thursday, May 30th from 2 pm until 6 pm; Monday, June 3rd from 1 pm until 3 pm; and Thursday, June 6th from 3 pm until 5 pm.

ADJOURNMENT

MOTION BY MR. KIRWIN TO ADJOURN; MR. WARD SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 5:25 p.m.



LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee



JEANANN HAND, CITY CLERK
City of Mount Dora

**CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE
MINUTES MAY 30, 2024, 2:00 P.M.**

**Mount Dora City Hall |
510 North Baker Street
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, at 2:10 p.m. Chairperson Tipton called to order the May 23, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Lynn Tipton, Chairperson, District 2
Adrian Coombes, Vice-chair, District 3
Frances “Frank” Kirwin, District 4
Ozell Ward, District 5
Keashawn “Kay” Volmar, At-large, Mayor
(Ms. Volmar arrived after roll call at 2:54 pm.)

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Members Not Present

Gregg Joshua Hemingway, District 1
Thomas Hudson, At-large

APPROVAL OF MINUTES

A. May 23, 2024 Charter Review Committee Minutes

The Committee agreed that in the Preamble drafted at the May 23rd meeting, they would like the phrase “someplace special” to be formatted with the first letter of each word capitalized and the phrase contained in quotation marks, so that it would appear as “Someplace Special.”

The minutes were corrected on page three at Section 12 (c) to read

(c) Term limits. The mayor, any district representative and the at-large representative may only serve twelve (12) consecutive years. The time served by a person appointed or elected to fill the remainder of a vacant position shall be included in the twelve-year limitation.

MOTION BY MR. WARD TO APPROVE THE MINUTES FROM THE MAY 23, 2024 CHARTER REVIEW COMMITTEE MEETING AS AMENDED IN THE PREAMBLE AND AT SECTION 12 (c); MR. KIRWIN SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment. Christine King-Harris, 402 East Jackson Avenue, spoke about the rural protection area. Chairperson Tipton closed public comment.

NEW BUSINESS

A. ARTICLE IV - MAYOR

The committee considered ARTICLE IV. MAYOR. There were no proposed changes at this time. Earlier concepts discussed by the committee regarding the mayor role would be included in a proposed non-interference and/or prohibition clause under ARTICLE II. Section 9. Duties.

ARTICLE V. – CITY MANAGER was briefly discussed near the close of the May 23rd meeting, but no draft language existed. Any draft language proposed for this article would be presented to the committee at the June 3rd meeting at which time the committee could review a draft report and

possible ballot language. The final meeting on June 6th would be the occasion for the committee to view any changes to the report provided on June 3rd and would be the committee's opportunity to approve the final report.

Mr. Ward would not be able to physically attend the June 6th meeting.

MOTION BY MR. KIRWIN TO EXCUSE MR. WARD'S PHYSICAL PRESENCE FROM THE JUNE 6, 2024 MEETING TO ATTEND VIA ZOOM DUE TO EXCEPTIONAL CIRCUMSTANCES; VICE-CHAIR COOMBES SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

The committee continued to consider ARTICLE IV. MAYOR. Members had previously discussed a desired emphasis on the ceremonial role of the mayor under the council-manager form of government under which the City operates. The committee considered adding the word "operational" to Section 18 (a) so that it would read "The mayor shall have no administrative or operational duties except as set forth herein," but decided against it. They concluded that the additional word may be distracting, and bring with it the burden of further definition. They reasoned that the conveyance of the mayor's operational limits would be more efficiently accomplished through education and training efforts.

The committee discussed the role of elected officials in the employee grievance process. Concerns regarding this topic would be addressed with the non-interference clause.

The committee proposed no changes to ARTICLE IV. (a) through (h).

B. ARTICLE V. – CITY MANAGER

The committee proposed no changes to Section 19. Establishment of Office.

In Section 20, Appointment, the committee wished to change the required vote from majority to super majority. The proposed line would read "The city council shall, by a super majority (five (5) members) vote of the full council, appoint a city manager."

In Section 21, Removal, the committee similarly proposed to change the required vote to a super majority, so that the first sentence of Section 21 would read "The council may remove the city manager by a super majority (five (5) members) vote of the full council."

In Section 22, Compensation, the committee proposed to add the word "evaluation" to the title of the section, and to add the line "At least once each year, the city council shall evaluate the city manager's performance, in accordance with such procedures as the city council shall, from time to time, adopt."

The committee discussed the structure of city staff succession plans, and whether the topic would be effectively addressed in the charter, in city policy or through other means.

The committee proposed no changes to Section 24. Acting City Manager.

Chairperson Tipton reminded the committee of their previously-stated intent to, in the cover letter accompanying their report, request Council to consider their city manager evaluation process. They wished to recommend Council adopt an outline of standards by which they would evaluate the city manager performance over clearly-defined intervals of time. The evaluation would explicitly list goals and objectives, and key areas for the council and the manager to review, while allowing for open-ended discussion and conversation facilitating productive communication for all parties in the process. The City Attorney referred to a recent workshop had taken place to begin the establishment of such a structure. The City Manager informed the committee of the evaluation structures detailed in his employment agreement, and the performance matrix that had been created for this purpose. The committee discussed which elements of this, if any, should be included in a charter. They determined a recommendation in the report would be most effective.

Further discussion ensued regarding council involvement with city staff.

C. ARTICLE VI. – INITIATIVE AND REFERENDUM

The committee considered whether Section 25. Initiative and Section 26. Referendum are appropriate for the charter. The permissions for Mount Dora electors as described in sections 25 and 26 are unusual and are not required by state law. The committee considered the process by which Mount Dora electors could exercise the rights allowed under these sections.

No recommendations were proposed by the committee for sections 25 through 31.

D. ARTICLE VII. - BUILDING HEIGHTS

No changes were recommended for ARTICLE VII.

Chairperson Tipton opened public comment. Christine King-Harris, 402 East Jackson Avenue, asked for clarification regarding the committee's meeting schedule. There have been minimal changes to the meeting schedule. All have been properly noticed. Chairperson Tipton closed public comment.

E. SUMMARY OF DISCUSSION

Chairperson Tipton reviewed with the Committee their recommendations for gender neutral language and the addition of the preamble.

F. NON-CHARTER RECOMMENDATIONS

Chairperson Tipton reviewed with committee members non-charter recommendations for future actions by the council:

ARTICLE II. - LEGISLATURE

Section 6. Compositions; districts

The committee recommends a future Council workshop to discuss the options for the election of the mayor under the council-manager form of government which include mayors being elected from within the council or through a rotational election. The workshop should include public participation.

Section 9. Duties

The committee recommends that in addition to the non-interference clause that will be part of the charter review report, the city should conduct lengthier or more detailed training during orientation for mayors and council members. The committee recommends the training include presentations from an ICMA Senior Advisor. The committee also recommends more intentional education offered for the public on the subject of mayor and council roles. It may be a City Council workshop with public attendance and participation. It could be noticed as a community meeting

ARTICLE V. – CITY MANAGER

The committee recommends the implementation of an evaluation matrix for city manager job performance, and tracking of goal achievement.

Working with Mr. Brackins, Chairperson Tipton will provide a draft of the recommendation document at the June 3rd meeting.

PUBLIC COMMENT

Chairperson Tipton opened public comment. Christine King-Harris, 402 East Jackson Avenue, asked what happens when a charter violates state law. It was explained that state law has more power than a municipal charter.

Chairperson Tipton informed Ms. King-Harris that the rural area protection map is not a charter or city issue.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATES

The next meeting will be held on Monday, June 3rd from 1 pm until 3 pm with an agenda to include:

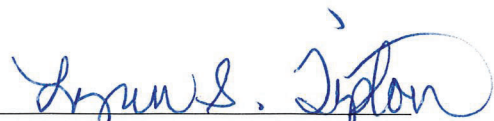
- proposed language changes section by section, including the preamble
- approval of minutes
- review and preparation of June 6th meeting content that will be presented to Council for adoption, including ballot language.

The final meeting will take place on Thursday, June 6th from 3 pm until 5 pm.

ADJOURNMENT

MOTION BY VICE-CHAIR COOMBES TO ADJOURN; MR. KIRWIN SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 3:36 p.m.


 LYNN TIPTON, CHAIRPERSON
 2024 Charter Review Committee

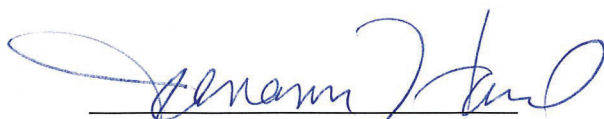

 JEANANN HAND, CITY CLERK
 City of Mount Dora

EXHIBIT B - PRESENTATIONS

City of Mount Dora: City Charter Review

April 2024

Municipal Charters in Florida

- ▶ All charters are unique; haven't found any two identical
- ▶ 411 cities, towns and villages – all have a charter
- ▶ Goal for today: discuss charter review roles, municipal characteristics in Florida, and compare Mount Dora using data collected



Charters

- Like a Constitution – broad framework
- Explains the vision, mission and structure of the municipality
- Explains how the representatives will be elected; chain of command and fiscal authority
- Details are by ordinance (law) and policies
- Short: 8 to 10 pages in length

Charter Review Committees

- Some are created by charter with specific appointment terms
- Some are created by ordinance, or at the request of a city council; varies widely across Florida's municipalities
- Committee is usually tasked with a time-specific review, assisted by counsel, and to bring back any recommendations to the council
- The council may choose to place items directly on the ballot based upon recommendations of the counsel and committee
- The role of citizens in this process is crucial: representation of the public; ability to weigh issues and to understand the charter's importance as the city's governing foundation

Common Charter Elements



- ▶ Preamble
- ▶ Boundaries
- ▶ Legislative Body
- ▶ Form of Government
- ▶ Charter Officers (positions defined)
- ▶ Fiscal and Fiduciary Authorities and Responsibilities
- ▶ Amendment Process

Comparable Charter Characteristics: Legislative

- Size of Council or Commission: five (5) members is most common; some seven (7) and some (6) where mayor is non-voting
- Length of term: two- and four- year terms are fairly evenly spread across 411; smaller percentage use three-year term
- Type of election per council seat: at-large; single-member district (SMD); elected seat with at-large voting; true at-large; some councils are mix of at-large and SMD
- Selection of mayor: 3 options: elected at large; elected from within the council; rotational

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Forms of Municipal Government in Florida

- ▶ **Council-weak mayor:** original form brought over from England; council shares all powers; about 85 Florida cities with populations less than 25,000
- ▶ **Council-strong mayor:** an elected executive implements council actions and administers the city; about 40 Florida cities in all populations
- ▶ **Commission:** each elected official oversees one or more departments autonomously; come together as legislative body. About 2 Florida cities have this
- ▶ **Council-Manager or Commission-Manager:** professional manager appointed by mayor & council to administer city, prepare agenda and recommend actions to council, and present a budget each year; about 280 Florida cities of all populations
- ▶ **Hybrid:** elements of the above

Charter Offices and Departments

- ▶ Some cities seek to establish a department by including it in the charter so that any changes would require referendum
- ▶ The other way to establish departments is by resolution or ordinance

- ▶ Examples can include utilities, police and fire, or a specific service unique to that municipality
- ▶ Charter positions most often include attorney, clerk and manager (if that form of government)

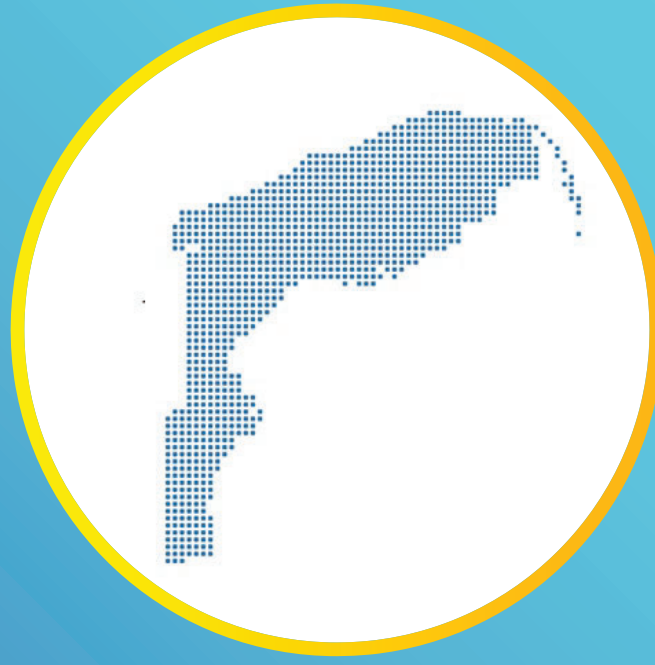
Mount Dora Comparisons:

- Using populations from 16,492 to 19,428 for nine (9) to compare
- Characteristics: 0 are Rural; 0 urban; 10 suburban
- 10 are Council-Manager or Commission-Manager; 0 Council-Strong Mayor; 0 Commission; 0 Council-Weak Mayor; 0 Hybrid
- Number of elected seats: 1 has seven seats; 2 have six seats; 7 with five seats
- *Should also compare scope of services if any charter elements are compared more deeply*

City of Mount Dora: Chart of Comparisons

Municipality (County)	2023 Popltn	Form	Council Seats	Notes
Niceville (Okaloosa)	16,492 C-M		6	
New Port Richey (Pasco)	17,313 C-M		5	
Lake Mary (Seminole)	17,366 C-M		5	
Lake Wales (Polk)	17,384 C-M		5	
Mount Dora (Lake)	17,843 C-M		7	
Pinecrest (Miami-Dade)	18,395 C-M		5	
Stuart (Martin)	19,264 C-M		5	
Auburndale (Polk)	19,298 C-M		5	
Zephyrhills (Pasco)	19,337 C-M		6 M non-voting	
Seminole (Pinellas)	19,428 C-M		5	

Forms Note:
C-M refers to Council-Manager
M non-voting in 6 member coun.



Best Practices in Charter Reviews

- Appointing representative citizens
- Holding several public forums for discussion (especially if referendum is scheduled)
- Use of website for agenda, minutes of meetings, display of current and proposed language – can help engage citizens
- If referendum is scheduled, develop “FAQ” for website
- Consider partnering with other civic organizations to help with forums, public discussions – reach out and include these groups

More Best Practices: Charter Review Committees

- Charter powers/authority granted to more than one entity
- Confusing language in elections section – usually in qualifications
- Writing too much: less is better



Charter Trends in Florida



- ▶ **Form of government:** trend since 1950s toward the council-manager and commission-manager form of government (including new incorporations)
- ▶ **Charter review time periods:** 10- to 15-year periods are widely seen

Charter Review: Questions to Consider

- From the 2021 ninth edition of the Model City Charter:
- Is the charter reflective of the city's current population?
- Is the council representative of the population, both resident and business?
- Does the charter address responsible professionalism, and do it adequately?
- Has the city provided opportunities for citizen participation in the process?
- Is the city engaged in civic education about the charter (web site, for example)?

Resources

- The Model City Charter- National Civic League
- www.ncl.org – use their questions, not language
- Charters in FL: www.municode.com/library select FL and view list of codified city charters
- FLC Research: Center for Municipal Research tab on FLC website for Peer City information



Questions and Discussion

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Thank you for including the
Florida League of Cities in
your process!



MEMORANDUM

To: The City of Mount Dora, Charter Review Committee

From: Patrick Brackins, Esq.

CC: Vince Sandersfeld

Re: Charter Review Process, Recommended Procedures

April 11, 2024

Welcome to the 2024 Mount Dora Charter Review Committee. Please find below a brief summary of your responsibilities under the Charter, a summary of the ballot summary and title requirements for charter amendments under Florida law, and a recommended procedure for you to consider. I look forward to working with you.

Charter Review Committee.

Section 9 of the Charter provides that the City Council shall appoint an ad hoc committee to review the charter no less than once every five years. The final report of the 2019 Charter Review Committee has been included in your packet. On April 2, 2024, the City Council, pursuant to Resolution 2024-12, established the 2024 Charter Review Committee. Under Section 9, your report and recommendations to the City Council must be presented no later than the second regularly scheduled City Council meeting in June. However, because any recommended charter amendments approved by the City Council to be placed on the ballot for the next general election must be done by ordinance, my recommendation is that your final report be presented to the City Council no later than the end of May.

Ballot Summary and Ballot Title Requirements.

Florida law requires that a ballot summary not exceed 75 words in length and a ballot title may not exceed 15 words in length. Fla. Stat. § 101.161(1). The ballot summary is an explanatory statement and

it must “provide fair notice of the content of the proposed amendment so that the voter will not be misled as to its purpose, and can cast an intelligent and informed ballot.” *Advisory Op. to Att’y Gen. re Term Limits Pledge*, 718 So. 2d 798, 803 (Fla. 1998). Similarly, a ballot title may not be written in a manner that misleads the public. I am happy to provide more detailed information on this topic if it will assist you.

Recommended Review Procedure.

With less than two months to conduct a comprehensive, efficient, and effective review of the City of Mount Dora Charter, I want to offer the following recommendations based on our firm’s collective experience and participation in numerous charter reviews while serving as legal counsel. My recommendations are as follows:

- Set a realistic regular meeting schedule at today’s meeting with the understanding that each meeting will be publicly noticed, agendas will be prepared, and minutes will be taken.
- The Charter has seven (7) articles. You can dedicate certain meetings to certain articles for review, but you also do not have to be beholden to that schedule. For example, if a majority of the public comments and members’ attention is directed to a particular article, you can devote more time to those items.
- Remember, the Sunshine Law and Public Records Act applies to this committee and its meetings. While I can share memorandums with the committee between meetings, the committee’s discussions must take place between the gavels at a public meeting. Please plan accordingly when determining your meeting schedule.
- Conduct the meetings like any regular public meetings by allowing a public comment period at the beginning, before getting into the actual discussion of the charter sections on the agenda for that specific meeting. Three minutes is widely used for individual public comments. Once the working portion of the meeting begins (the committee’s discussion of the various sections), make sure the discussion stays with the committee and does not become an open forum. Remind the public that they may submit written public comments. If it is your wish to adopt Robert’s Rules of Order, do so only as a guide since strict application will only hinder your ability to perform your work in an efficient manner due to the time constraints.
- Set a time limit for the meetings (2 hours for example) and stick to it.
- Include legal counsel at all meetings (in person or by Zoom) so any suggestions for changes that may be headed down a problematic path can be redirected or advised upon before they

gain traction. In other words, before the community and council members get invested in a change that is not legally permissible, please consult your counsel. For example, as many of you know, the Committee may not change the legal boundaries of the City via a charter amendment. In addition to oral opinions, please seek memorandums of law on particular subjects as they arise so you can make fully informed decisions about what the Committee may recommend to the City Council.

- While I will attend all of your meetings, if I have a conflict, another member of our firm will attend each of your meetings.

Charter Presentation

May 9, 2024

Forms of Government

- ▶ There are 4 basic forms of government in the United States.
 - Strong Mayor Form of Government
 - Weak Mayor Form of Government
 - Council–Manager Form of Government
 - Commission Form of Government

Forms of Government

- ▶ Characteristics of Strong Mayor Form of Government
 - Presidential in Model
 - Concentrates Executive Power and Authority in One Individual
 - The Mayor Appoints all Department Heads–Some Charters do require advice and consent by the City Council.
 - The Mayor usually retains veto authority over Council actions. Council may over ride Mayor veto. Charter defines the percentage to over ride a veto.

Forms of Government

- ▶ Strong Mayor Form of Government
 - Direct Control over the day-to-day operation of the City
 - Often there is a Split Policy Agenda
 - Appoints the City Administrator who is responsible of carrying out the Mayor's Policies. City Administrator is responsible to the Mayor only
 - Council retains all legislative authority
 - Mayor proposes a budget and Council approves the budget. Mayor is responsible for administering the budget. Council has oversight responsibility

Forms of Government

- ▶ Strong Mayor Form of Government
 - Council Agenda and Priorities often do not agree with the Agenda and Priorities of the Mayor
 - Council selects its own presiding officer
 - Charter outlines in detail the powers and authority of both the Mayor and Council
 - This form of government tends to be more political
 - This form of government is often seen in larger cities. However, there are a number of large cities in the US who have other forms of government
 - Approximately 28% of cities in Florida operate under this form of government

Forms of Government

- ▶ Weak Mayor–Council Form of Government
 - Mayor is directly elected but power and authority are restricted
 - Mayor may or may not be the chair of the Council. Normally, the Council selects its own chair.
 - The Mayor is responsible for the day-to-day operations of the City
 - The Council retains far more authority over the daily operations of the City
 - The Council maintains control of the budget
 - All legislative authority is retained by the Council
 - Can be a conflict between the Mayor and Council over policy direction and issues
 - Slightly more than 1% of cities in Florida operate under this form of government

Forms of Government

- ▶ Commission Form of Government
 - Distinctly American
 - First Commission Form of Government was Galveston, Texas. (Galveston does not currently operate under Commission Form of Government)
 - Commissioners serve as elected department heads or areas of governance
 - The Commission form is very administrative inefficient
 - Conflicts of interest are common because Commissioners often prioritize their own Department needs ahead of the overall city needs

Forms of Government

- ▶ Commission Form of Government
 - Legislative authority is vested in the Commission
 - Commissioners come together to form the governing body
 - Tends to in very small cities. Today less than .1% of cities in Florida operate under the Commission Form of Government
 - Each Commissioner is responsible of the daily operation of their individual department or area
 - Each Commissioners runs on an agenda for their specific department
 - Tends to be very political
 - Mayor or chair is more ceremonial with no real power

Forms of Government

- ▶ Council–Manager Form of Government
 - Distinctly American
 - First created in the early 1900s, in response to political machine scandals (example–KC Bosses James & Tom Pendergast–saloons, gambling & prostitution)
 - In the SE, Virginia, South Carolina and North Carolina were among the first with “professional manager” positions. Stanton, Virginia is often recognized as the first city in the nation to adopt the Council–Manager Plan. In Florida Approximately 69% of the cities have Council–Manager Form of Government in their charters

Form of Government

- ▶ Goal of Council Manager Form of Government
 - Supporters wanted to separate political pressures from the day-to-day administration of cities and counties
 - Focus on merit-based employment & professional service delivery
 - Patterned after business model: with voters as stockholders; Mayor and Council as board of directors setting the policy; CM as CEO responsible for day-to-day administration

Form of Government

► Council–Manager Details

- City Charter defines the role of the legislative body (council)
- City Charter defines powers and duties of the appointed manager
- The City Council appoints a professional manager to manage the day-to-day operation of the City and to implement City Council Policy, Priorities, Ordinances and Resolutions. Often the Charter will outline the qualifications that the Council will use in appointing a manager
- The Manager is responsible to the City Council for implementation of Council Policies, Ordinances and Resolutions
- The Manager is responsible to the City Council and can be removed at any time by the City Council, for cause and without cause
- Additional policies related to both roles are then written into city policies that are adopted by the council—examples could include—finance and procurement policies; investment policies; guidelines for conducting public meetings & citizen boards.

Form of Government

► Role of the Mayor and Council

- Unified form of government meaning that the Mayor and City Council are responsible for developing the vision for the City and establishing the Policy direction for the City
- Establishment of Policy is a Shared responsibility with the Mayor & Council. The Manager and staff are advisors to the Mayor and Council on Policy offering Policy Options and Recommendations
- Mayor is presiding Officer of City Council & ensures civility and structure during meetings
- Mayor & Council approve the annual budget, set the tax levies; approve all local ordinances, such as planning and zoning, stormwater, impact fees, etc. and establish annual policy priorities/goals for completion by the Manager

Form of Government

▶ Additional Council Roles

- Council is the local legislative body; state law requires appropriation of funds and most city charter contain fiscal, fiduciary, legislative and oversight responsibilities by Council
- Council works toward their decisions in publicly-noticed meetings (Open Meeting Laws) – including workshops, public hearings and legislative meetings
- Council also works with other elected officials (local, state & federal) to support the established priorities and goals of the City

Form of Government

► City Manager's Role

- Manager is responsible for day-to-day administration with personnel authority for staff (Note-Clerk & City Attorney are often separate Charter Officers appointed by Council)
- Manager prepares the budget to present to City Council reflecting Council priorities
- Manager has expenditure authority after the budget adopted (limits set by Council)
- Manager prepares agenda material with recommendations/research for council
- Manager provides updates on council priorities

Form of Government

- ▶ Key Steps in Council–City Manager Partnership
 - The International City–County Management Association (ICMA) recommends that City Councils discuss expectations and performance measurements with their City Manager annually
 - Attainable Goals (example–financially feasible), should be set for the Manager
 - The ICMA Code of Ethics ensures that managers remain non–political
 - Communication is the key: regular discussion times (individual meetings, workshops, etc) with mayor and council on priorities

Orientations and Retreats

- ▶ Many councils find it helpful to hold annual retreats for priorities/goal setting, long-range planning and to review specific strategies with the manager as required
- ▶ Newly-elected council members should have orientation time with the manager on priorities, issues, strategies and roles/responsibilities of Council and key staff
- ▶ Which is being covered today with the Council, manager and FCCMA senior advisors

Additional Resources

- ▶ The Model City Charter published by the National Civic League—an excellent guide
- ▶ Florida League of Cities for newly elected officials, annual conferences, and advanced sessions for elected officials
- ▶ Senior Advisors (retired city and county managers) available to work with cities on form of government questions. Senior Advisors may be requested through FCCMA.

Election of the Mayor

- ▶ There are three basic methods that Cities use to elect the Mayor
 - Direct Election of the Mayor
 - Elected by the Governing Body
 - Rotation Amongst the Members of the Governing Body

Election of the Mayor

- ▶ Under the Strong Mayor and Weak Mayor Form of Government, the Mayor is directly elected
- ▶ Under the Council-Manager Form of Government, the Mayor is a member of the governing body
 - The Direct election method under the Council-Manager Form of Government designates one of the Council seats as the Mayor's position. The Mayor runs city-wide. The Charter outlines responsibilities of the Mayor. More Cities are using this method of selecting the Mayor
 - Elected by the City Council was the traditional method of electing the Mayor when it was formed. The Mayor's primary role is chairing the meeting, signing documents, etc.
 - Rotation Method is used by some cities. It means that the Mayor's position is rotated annually amongst the membership allowing each Council Member the opportunity to be Mayor. The Mayor's primary role is chairing the meeting, signing documents, etc.

Electing City Council Members

- ▶ There are three distinct ways of electing Council Members
 - Single Member Districts
 - Council seats are organized into districts of equal population
 - A member of Council is elected to represent each district
 - Only those voters in that district can vote for their representative
 - One of the pitfalls of a single member district is that the elected official may have a district perspective, not a city-wide perspective

Electing City Council Members

- ▶ Three distinct ways of electing Council Members
 - At Large
 - The number of Council seats is determined by Charter
 - No requirement to live in a specific area of the City
 - Voted on by all the voters
 - All members have to have a city-wide perspective
 - One of the pitfalls is that all members could live in only one area
 - A second pitfall is it potentially limits minority participation

Electing City Council Members

- ▶ Three distinct ways of electing Council Members
 - Hybrid
 - City is divided in Council Districts based on population
 - In order to run for office, a person must reside in the district
 - The candidates run city wide
 - Guarantees representation of all areas of the city rather than a potential concentration of elected officials from one specific area of the city
 - Council Members must have a city-wide perspective

EXHIBIT C – MATRIX OF CHARTER AMENDMENTS

Chapter Section	Title and Ballot Question	Purpose	Proposed Language
Part I - (Create Preamble)	CREATING A PREAMBLE TO THE CHARTER OF THE CITY OF MOUNT DORA Amending the charter by creating a preamble, stating the values, goals and purposes of the charter and acknowledging that Mount Dora is "SOMEPLACE SPECIAL." This charter amendment does not create any new rights, duties, obligations, or prohibitions.	This Charter amendment would create a preamble to the charter. Many other municipalities have preambles, but the City of Mount Dora's charter does not. While the preamble does not create any specific rights or duties, it provides a statement of who Mount Dora is and its goals.	<u>We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is "SOMEPLACE SPECIAL." We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.</u>
Article II Establishment of Entity	REMOVING THE PROHIBITION ON VOTING IN ABSENTIA	This Charter amendment would remove the prohibition on members of the city council being able to cast votes in absentia. The pandemic and advances in technology have created the possibility of having members who are physically absent being able to fully participate in city council meetings. Removing the prohibition means that whether a member may participate and vote while not being physically present will be determined in the future by the general law of the State of Florida.	
Section 4 City Council	Amending the charter by removing the prohibition on city council members voting in absentia. This amendment will cause the determination of whether a member of the city council can participate and vote while not physically present will be determined by the general law of the State of Florida.	This Charter amendment would remove the prohibition on members of the city council being able to cast votes in absentia. The pandemic and advances in technology have created the possibility of having members who are physically absent being able to fully participate in city council meetings. Removing the prohibition means that whether a member may participate and vote while not being physically present will be determined in the future by the general law of the State of Florida.	The city council shall consist of seven (7) members, including the mayor. The mayor shall be considered a member of the city council for all purposes. Members of the city council may not cast votes in absentia.

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Section 9(a) Charter Review	AMENDING THE MONTH FOR ESTABLISHING THE CHARTER REVIEW COMMITTEE Amending Section 9, to establish the charter review committee in January instead of April, and to amend the year from which the establishment of the committee begins.	This Charter amendment would amend when the charter review ad hoc committee would be formed and establish the year from when the review period would begin.	The city council shall cause this charter to be reviewed in 2014 from <u>2024</u> no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its direction. The ad hoc committee shall be appointed no later than the first regularly scheduled meeting of April January. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.

Chapter Section	Title and Ballot Question	Purpose	Proposed Language
Section 9(b) - Non-Interference	RENUMBERING AND PROHIBITING CITY COUNCIL MEMBERS FROM INTERFERING WITH OPERATIONS EXCEPT THROUGH CITY MANAGER Amending Section 9, renaming section, renumbering, and adding a prohibition on city council members interfering with city operations except through the City Manager. .	This Charter amendment would create a prohibition on members of the city council interfering with the administration of the City except through the City Manager. Many cities operating under the council-manager form of government have a charter provision prohibiting members of the city council from interfering with the operations of the City except through the City Manager. Creating this prohibition is consistent with best practices and the majority of other cities having this form of government. This amendment would also renumber Section 9.	(a) <i>Duties.</i> (1)The city council shall, by resolution, annually adopt a budget which is consistent with state law, city policy and procedures, and generally accepted accounting principles. (2)The city council shall annually cause to be conducted an audit of the accounts and records of the City of Mount Dora. The audit shall be performed by an independent certified public accountant, who shall be engaged for a term of no longer than five successive years, and who may not be engaged for an immediately successive term of any length following any five successive years, including any years served prior to the adoption of this provision. Upon receipt of the auditor's annual report, the city council shall adopt, by resolution, time parameters and procedures for the correction of all deficiencies noted in the auditor's annual report. (3)The city council shall create and maintain a codification of ordinances. The codification shall contain those ordinances designated by the city council in its sole and absolute discretion. The city council shall annually cause the codification established hereunder to be reviewed under the supervision of the city attorney. The city shall also periodically update the codification established hereunder. A report of the codification review shall be presented to the city council no later than the first regularly scheduled council meeting of August. (4)The city council shall cause this charter to be reviewed in 2011 and no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its discretion. The ad hoc committee shall be appointed no later than the first regularly scheduled council meeting of April. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June. (5)The city council shall individually make appointments to all boards and ad hoc committees created by the city council based upon procedures from time to time be established by the city council. (b) <i>Prohibitions.</i> (1)<i>Interference with administration.</i> Except for the purpose of inquiries and investigations authorized by the city council, the city council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager; neither the city council nor its members shall directly issue orders to these staff members, publicly or privately. This provision shall not be construed to restrict individual councilmembers from actively monitoring city operations, including asking questions and engaging in discussions with the city manager regarding matters concerning supervised employees, and to offer opinions and recommendations on such matters. Suggestions for improvement in city government operations from individual council members shall be made through the city manager so that the city manager may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.

Charter Section Election and Vacancies	Title and Ballot Question	Purpose	Proposed Language
Section 11 - Biannual General Elections	CORRECTING THE CHARTER TO REFLECT GENERAL ELECTIONS ARE HELD BIANNUALLY Amending Section 11 to correctly reflect general elections are held Biannually	This Charter amendment corrects changes made to the election cycle in 2019 to reflect that general elections will be held biannually.	A general election shall be held each year <u>biannually</u> on the first Tuesday after the first Monday in November. Special elections, other than those expressly provided for herein, may be called for by the city council as the city council, in its sole and absolute discretion, deems necessary.
Section 12 - Repealing and Increasing Term Limits	INCREASING TERM LIMITS TO TWELVE CONSECUTIVE YEARS AND ADDING SUBHEADINGS Amending Section 12 to increase the term limits to twelve (12) consecutive years, adding subheadings, and bringing language up to date.	This Charter amendment provides subheadings, brings the language up to date, and increases the term limits from eight (8) consecutive years to twelve (12) consecutive years.	(a) <u>Terms</u> . The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results. (b) <u>Staggered terms</u> . All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4, and the representative of district 5 shall be elected for a three (3) year term beginning in 2021 and thereafter, beginning in 2024, for four (4) year terms . In 2022 and every four years thereafter, the representative of district 2, the representative of district 3, and the at-large representative shall be elected for four (4) year terms beginning in 2022 . (c) <u>Term limits</u> . The mayor, any district representative, and the at-large representative may only serve eight (8) twelve (12) consecutive years in the same position . The time served by a person appointed or elected to fill the remainder of a vacant position shall not be included in the eight year <u>twelve (12) year</u> limitation.

Chapter Section	Title and Ballot Question	Purpose	Proposed Language
Section 17 - Vacancies	REPLACING AND REORGANIZING CHARTER LANGUAGE REGARDING COUNCIL VACANCIES AND SCHEDULING SPECIAL ELECTIONS Amending Section 17 to clarify requirements for filling council vacancies and holding special elections, reorganizing section with subheadings.	This Charter amendment repeals and replaces the current Section 17 language regarding council vacancies in office and the holding of a special election to fill a council vacancy. The amendment further creates subheadings and reorganizes the language of the current charter regarding council vacancies and forfeiture from office.	The office of any councilmember, including the office of the mayor, who dies or resigns, or who is removed from office, or who is absent from four (4) consecutive regularly scheduled council meetings, shall be declared vacant by resolution of the remaining councilmembers. The office of any councilmember, including the office of the mayor, who is absent from four (4) nonconsecutive regularly scheduled council meetings during a calendar year, may be declared vacant by resolution of the remaining councilmembers. The office of any councilmember who is a district representative, and who establishes a permanent residence outside of the district which the councilmember represents, shall be declared vacant by resolution of the remaining councilmembers. Should the office of any councilmember, including the office of the mayor, be declared vacant more than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the city council shall call for a special election to fill the vacancy for the remainder of the term of the office vacated. Should the office of any councilmember, not including the mayor, be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the mayor shall appoint, with the approval of city council, an elector of the city, who is qualified to hold the particular office declared vacant, to fill the vacancy. Should the office of the mayor be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the vice mayor shall assume the office of the mayor. The council office held by the vice mayor shall be declared vacant and shall be filled in accordance with this section. Any city council office, including the office of the mayor, filled by appointment pursuant to this section shall be open for election on the first Tuesday after the first Monday of the immediately following November, whereupon the office will be filled for the unexpired portion of the existing term or for a full term, whichever is applicable. (a) <i>Vacancies.</i> The office of any councilmember shall become vacant upon the member's death, resignation, removal from office in any manner authorized by law, or by forfeiture of office. (b) <i>Forfeiture of office.</i> A councilmember's forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances: (1) <i>By absence.</i> A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare a member's forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year. (2) <i>By disqualification.</i> Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent. (c) <i>Filling vacancies.</i> A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biannual general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy, to be held as soon as practicable. If a vacancy in the office of the mayor occurs, the vice-mayor shall assume the office of the mayor for the remainder of the mayor's original term, and the council office held by the vice-mayor shall be filled in the manner provided in Section 7 of the Charter.

Chapter Section	Title and Ballot Question	Purpose	Proposed Language
Chapter V., City Manager			
Sections 20 and 21, Appointment and Removal	REQUIRING SUPER MAJORITY VOTE OF CITY COUNCIL TO APPOINT OR REMOVE CITY MANAGER Amending Sections 20 and 21 to require a super majority vote of the city council, five (5) votes, to appoint or remove the City Manager	This Charter amendment provides that the City Manager shall be appointed and removed by a super majority vote of the City Council, meaning five (5) members of the City Council must vote to appoint or remove the City Manager.	<u>Art. V., Sec. 20. Appointment.</u> The city council shall, by a <u>super majority (five (5) members)</u> vote of the full council, appoint a city manager. <u>Art. V., Sec. 21. Removal.</u> The council may remove the city manager by a <u>super majority (five (5) members)</u> vote of the full council. However, upon demand by the city manager, a public hearing shall be held prior to a vote to remove the city manager. The public hearing shall be held, at a city council meeting, not earlier than fifteen (15) days nor more than thirty (30) days after the demand is served. The demand must be in writing and served upon the mayor. The city manager shall continue to receive full salary until removed from office.