



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 3, 2025, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

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1. Councilmember Nate Walker
2. Councilmember Doug Bryant
3. Councilmember Cal Rolfson
4. Councilmember Dennis Dawson
5. Councilmember Marc Crail
6. Vice-mayor John Cataldo
7. Mayor James Homich

UPCOMING MEETING DATES

1. Monday, June 9, 2025, 6:00 p.m., Budget Workshop: Budget Parameters and Fire Assessment
2. Tuesday, June 17, 2025, 6:00 p.m., Regular Session
3. Tuesday, July 1, 2025, 6:00 p.m., Regular Session
4. Monday, July 7, 2025, 6:00 p.m., Budget Workshop: Capital Outlay and CIP; Enterprise

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 3, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Presentation of Friends of the Library Gifts to the City

Introduction:

This is an opportunity to present information to City Council about two significant gifts the Mount Dora Friends of the Library recently committed to the City: a \$5,000 musical sculpture for the Nunan Butterfly Garden and \$24,000 in enhancements for the library.

Discussion:

The Mount Dora Friends of the Library recently committed to two significant gifts to the City: \$5,000 musical sculpture for the Nunan Butterfly Garden and \$24,000 in enhancements for the library.

The Friends of the Library was organized in 1970 and for 55 years has supported the Mount Dora library with volunteers and several hundred thousand dollars of programming and infrastructure support. Their most recent notable contribution was a \$68,000 donation to help renovate the Children's Library in 2019. During recent years, the Friends have consistently underwritten our annual Children's Library programming budget of \$15,000. In addition, the Friends of the Library routinely sponsors special programs and lobby exhibits, such as Welcome to Japan, the LEGO Lobby Experience and, in 2026, the Little Golden Book lobby exhibit.

In addition to their usual annual commitment to children's programming, the Friends of the Library are giving the city two significant gifts this May 2025:

- "Cascade Bells" musical sculpture by Freenotes Harmony Park for \$5,515, in recognition of the library's 120th year of serving the residents of Mount Dora. This sculpture will be placed in the Nunan Butterfly Garden, as a companion piece to the Swirl, installed in 2024.
- \$24,200 in direct sponsorship of the following library projects:
 - \$1,500 annual subscription to ASLdeafined, a web-based database for learning American Sign Language.

- \$2,500 as a supplement to the 2025-26 Nature Lab Expansion capital project, for taxidermy, artwork and age-appropriate manipulatives.
- \$4,200 for two 2026 lobby exhibits.
- \$16,000 to upgrade the desktop PCs and other hardware in the library's Tech Lab.

As a result, the Friends of the Library will invest over \$40,000 in direct donations in our community in 2025, which is a remarkable testament to their generosity and commitment to the library's mission.

Budget Impact:

These donations result in no additional costs to the city.

Strategic Impact:

Initiative #2, Goal 4 - Work with outside organizations to beautify Mount Dora's public spaces.
Initiative #4, Goal 12 - High quality programs to benefit all age groups.

Recommendation:

City Council to recognize the Friends of the Library's gifts of \$5,515 and \$24,200.

Attachment(s):

Prepared by: Cathy Lunday, Library Director
Reviewed by: Cathy Lunday, Library Director
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/19/2025
Approved - 5/19/2025
Final Approval - 5/19/2025



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

DATE: June 3, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Advanced Metering Infrastructure Presentation

Introduction:

Mount Dora Electric Utility is planning to purchase an Advanced Metering Infrastructure system (AMI) enabling real-time data collection, improving operational efficiency, and improving customer service.

Discussion:

City staff will provide information on the future Advanced Metering Infrastructure.

Budget Impact:

N/A

Strategic Impact:

Infrastructure

Recommendation:

This is an opportunity for staff to provide information regarding the new AMI system as Electric will be requesting approval of the system in the near future.

Attachment(s):

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	Steve Langley, Assistant City Manager-Electric Utility Director	Approved - 5/20/2025
	Jeanann Hand, City Clerk	Approved - 5/28/2025
	Vince Sandersfeld, City Manager	Final Approval - 5/28/2025



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

DATE: June 3, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Pride Month

Introduction:

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

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Mayor to read the Proclamation into the record.

Attachment(s):

1. Proclamation Pride Month 2025

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

Final Approval - 5/19/2025



PROCLAMATION

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

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

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

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

NOW, THEREFORE, I, James L. Homich, as Mayor of the City of Mount Dora, have the distinct honor of proclaiming the month of June 2025 as

Pride Month

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

James L. Homich, Mayor



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

DATE: June 3, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with Faden Builders for Construction Services for the City Hall Annex

Introduction:

This is a request for Council to approve the Task Authorization with Faden Builders for Construction Services for the City Hall Annex.

Discussion:

Faden Builders, Inc. has been working with City staff on a scope of services to include as-built plans and pre-construction services for the City Hall Annex located at 900 N. Donnelly Street. The attached task authorization is for the construction phase of this project. With Public Works and Utilities moving to the new complex located on Limit Avenue, the Parks and Recreation Department is making renovations to the City Hall Annex to improve workstations and customer experiences. These improvements will allow for more efficient work space, an updated kitchen with break room space for field staff, and other operational upgrades. Parks Department Building Maintenance staff will be assigned as the project manager and supervise the project renovations.

The renovation is for the entire building to include new flooring, paint, and updated ADA-accessible public restrooms. Adding staff restrooms with a shower along with a laundry area. Modify the size of the kitchen and break room area.

Note: The City Hall Annex Building roof was recently replaced. In the near future, the parking lot will be scheduled for repaving.

Budget Impact:

This project was approved FY24-25 budget for the Annex Roof Replacement & Renovations with a balance of \$252,926 (GL 310-5555-580.63-01-PK2502).

Project cost: \$221,677

Strategic Impact:

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure.

Ensure Mount Dora's critical infrastructure is properly maintained and expanded as needed.

Goal 9: Maintain Parks equipment, City buildings, and facilities in accordance with established safety and maintenance guidelines.

Objective 9.2 - Ensure a safe, functional, and comfortable environment while extending the life of buildings and their systems.

Recommendation:

City Council to approve task authorization for construction services for the City Hall Annex.

Attachment(s):

1. Task Authorization Annex Renovation

Prepared by: Troy Shonk, Parks & Recreation Director
Reviewed by: Troy Shonk, Parks & Recreation Director
Matthew Dodson, Budget Officer
Jennifer Gates, Accounting Manager
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/21/2025
Approved - 5/23/2025
Approved - 5/27/2025
Approved - 5/28/2025
Approved - 5/28/2025
Final Approval - 5/28/2025

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement Amendment between Faden Builders, Inc. (Construction Manager) and the City of Mount Dora, dated May 6, 2025, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: Annex Renovation
Project Amount: \$221,677
Budget Account Number: 310-5555-580.63-01-PK2502
City Project Manager: Troy Shonk
Contractor: Faden Builders, Inc.
Contractor Project Manager: Todd Faden

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	
<u><i>Each Task Authorization package shall include:</i></u>	
Exhibit A – Scope of Work Exhibit B – Sub-Contractors Exhibit C – Schedule Exhibit D – Compensation	
Recommended By:	
Print: <u>Troy Shonk</u>	Date: <u>5-21-25</u>
Signature: <u>Troy Shonk</u>	
Reviewed By:	
Print: <u>Troy Shonk</u>	Date: <u>5-21-25</u>
Signature: <u>Troy Shonk</u>	
CONTRACTOR ACCEPTANCE	
Print Name: Todd M. Faden	Print Name:
Signature: DocuSigned by: Todd M. Faden EA608BA3BC674ED...	Signature:
Date: 5/21/2025	Date:



5/20/2025

Faden Proposal No. 25-249.1

Troy Shonk, CPRP
Parks and Recreation Director

T: (352) 735-7183 Ext. 1615
M: (689) 710-3547
E: shonkt@cityofmoundora.com

City of Mount Dora
900 N. Donnelly St.
Mount Dora, FL 32757

RE: CMAR Parks and Recreation Annex

Scope Summary: Per Approved floor plan and site walk with owner.

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Apply for building permit (No permit fee is included)
 - c. Mobilization/Demobilization
2. Site Prep / Demolition
 - a. Demolish existing bathroom fixtures, walls, and accessories
 - b. Demolish ceiling tiles in work area only
 - c. Demolish walls shown on plans
 - d. Demolish existing concrete in bathroom area to install new plumbing
3. New Construction
 - a. Construct new walls per plans- Metal stud, 5/8" type x drywall, insulation
 - b. Pour back new concrete floors in bathroom area
 - c. Reinstall existing ceiling tiles
 - d. Reconstruct bathrooms per floor plan
 - e. Supply and install 5 New solid core office doors, frames and standard hardware
4. Plumbing
 - a. 4 – CHAMPION PRO TOILETS W/OPEN FRONT SEATS
 - b. 4 – WALL HUNG LAVS W/MOEN 64925 FAUCETS
 - c. 2 – MOEN POSI TEMP SHOWER VALVES W/T182 CHROME TRIM
 - d. 4 – FLOOR DRAINS
 - e. 1 – ELKAY WATER COOLER W/BOTTLE FILLER
 - f. 1 – 40 GALLON WATER HEATER
 - g. HOOK UP TO EXISTING SEWER
 - h. HOOK UP TO EXISTING WATER
 - i. REPIPING OF WATER LINES W/FLOWGUARD GOLD CPVC PIPE
5. Electrical
 - a. Remodeling of 4 bathrooms including lighting and receptacles.
 - b. Connection of new water heater.

State Cert# CGC 060972

Mailing Address: 742 S Rossiter St. Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista, FL 32830 • 742 S Rossiter St, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com



- c. Wiring and installation of 10 emergency lights and 8 exit/emergency lights.
- d. New wiring and connection to one washer and one dryer.
- e. Add one outlet for water cooler.
- 6. HVAC
 - a. Remove and dispose of old Grills
 - b. 12 - Lay in Supply Grills
 - c. 10 - Lay in Return Grills
 - d. This includes adding additional supplies and returns
 - e. Installing Four Bath Fans and venting out
 - f. Installation of Four Supplies to Bathrooms and showers
 - g. Check and seal ducts as needed
- 7. Cabinets
 - a. No cabinets included in the contract
- 8. Bathroom Tile (Material allowance of \$5.00/ SF is included for this scope)
 - a. Supply and install 12x24 floor tile.
 - b. Supply and install wall tile in showers
 - c. 8'AFF and wainscoting 4'AFF.
 - d. Supply and install 2"x36" marble door thresholds.
 - e. Supply and install 6"x36" marble shower curbs.

Qualifications and Exclusions:

- 1. Work to be completed 1st shift, M-F, no overtime is included.
- 2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order
- 3. Landscaping, irrigation and sod are excluded.
- 4. Painting of any kind has been excluded from this proposal (Owner will contract this our directly)
- 5. Flooring has been excluded from this proposal- other than scope in bathrooms
- 6. Permit fees are excluded.
- 7. Low voltage, access control, and fire alarm has been excluded from this proposal and will be performed by owner's vendor

**Exhibit B: Price/GMP Breakdown**

1. General Conditions	\$ 28,700.00
2. Demolition	\$ 20,919.00
3. New construction	\$ 83,730.00
4. Plumbing	\$ 33,225.00
5. Electrical	\$13,400.00
Subtotal	\$ 179,974.00
General Liability Insurance	\$ 2,340.00
Contingency (10%)	\$17,990.00
Contractor's Fee 8%	\$16,024.00
Permit Fee	excluded
Performance and Payment Bond	5,349.00
Gross Maximum Price (GMP):	\$ 221,677.00

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

Exhibit C: Basic Schedule

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

Proposed duration schedule:

- 4 weeks for material procurement, submittals and permitting
- 5 workdays for mobilization
- 7 weeks in the field
- 1 week punch and demobilization

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



Exhibit D: Construction Team

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

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Andre Harris
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Nicole Rakes
Administrative Assistant: Laura Faden

Exhibit F: Sub-Contractors

The Plumber
Marathon Electric
Harris AC
Southern Acoustics

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

Best regards,

Todd M. Faden

Todd M. Faden
Faden Builders, Inc.



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

DATE: June 3, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Change Order #1 for Allied Universal Corp Purchase Order # 25-01334

Introduction:

This is a request for Council to approve change order number one for Allied Universal Corp to increase the purchase order.

Discussion:

The requested change order in the amount of \$50,000 is necessary due to increased costs of sodium hypochlorite, which is required to meet regulatory disinfection standards for potable water, wastewater, and reuse water. The original budget did not account for these price increases.

Budget Impact:

Funds are budgeted each fiscal year for the supply of 15% sodium hypochlorite in GL 421-1940-536.52-01. This year, \$67,200 are budgeted. The additional \$50,000 being requested will come from cutting costs in the 421 fund - this will not result in additional costs.

Strategic Impact:

Objective 2.4 Sustain City Infrastructure

Recommendation:

Council to approve change order number 1 for the amount of \$50,000

Attachment(s):

1. Allied Universal Corp Purchase Order #25-01334
2. CO #1- 25-01334- Allied Universal

Prepared by:	Aubrie Conn	
Reviewed by:	Andrew Marsian, Director of Utilities and Plant Operations	Approved - 5/14/2025
	Matthew Dodson, Budget Officer	Approved - 5/14/2025
	Jennifer Gates, Accounting Manager	Approved - 5/15/2025
	City Attorney, City Attorney	Approved - 5/28/2025
	Jeanann Hand, City Clerk	Approved - 5/28/2025
	Vince Sandersfeld, City Manager	Final Approval - 5/28/2025

ATTACHMENT #1**CITY OF
MOUNT
DORA**

510 N Baker St
Mount Dora, Florida 32757
Phone: (352) 735-7120 Fax: (352) 385-2406
Email: accountspayable@mountdora.gov

PURCHASE ORDER**NO.: 25-01334****DATE: 11/05/24****VENDOR NO.: 009471****Issued To:**

ALLIED UNIVERSAL CORP
3901 NW 115TH AVENUE
MIAMI FL 33178

Ship To:

WWTP #1
L VEDDER/D ORTIZ
2099 JAMES P SNELL
Mount Dora, FL 32757

PO Description: WWTP 1 & WWTP 2 - HYPOCHLORITE SOLUTIONS FY24-25

Quantity	Unit	Description	Unit Cost	Amount
1	EA	WWTP- HYPOCHLORITE SOLUTIONS	\$67,200.00	\$67,200.00

421-1940-536.52-01

TOTAL: \$67,200.00**Notes:**

Please send all invoices directly to
accountspayable@mountdora.gov

The Purchase Order Number MUST appear on all
Packing Slips and Invoices.

The City is Tax Exempt Unless Otherwise
Represented Above.

FL TAX # 85-8012621644C-3

FED ID # 59-6000380

The City reserves the right to amend, change or
cancel this Purchase Order or any part thereof
without recourse from the vendor shown. This Purchase
Order is void 180 days after the listed delivery date
above unless extended by written permission of the
City.

Authorized Signature

TERMS AND CONDITIONS

1. **AGREEMENT.** This Purchase Order including the terms and conditions hereof, and other documents attached or referenced by the City constitute the sole and entire agreement between the parties hereto. The City does hereby retain the Supplier to furnish those goods and/or services and perform those tasks as described in this Purchase Order and as further described in any additional documents attached hereto by the City and incorporated herein. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. In the event of legal action in connection with this Purchase Order, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action which may be brought pursuant to this Purchase Order.
2. **DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the City to cancel this Purchase Order holding the Supplier accountable therefor, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Florida Statutes, Chapter 672, unless deferred shipment is requested and agreed to by the City in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries.
3. **WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to City that the goods or services shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for City's particular purpose. Supplier further warrants that at the time the goods or services are accepted by City, they shall have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-596), as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.
4. **MODIFICATIONS.** This Purchase Order can be modified or rescinded only in writing executed by the parties.
5. **TERMINATION.** The City may, by written notice to the Supplier, terminate this Purchase Order, in whole or in part, at any time, either for the City's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice of termination, Supplier shall discontinue any further deliveries unless the notice directs otherwise. In such event, City shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Purchase Order. In no event shall City be liable for incidental or consequential damages by reason of such termination.
6. **INDEMNIFICATION.** The Supplier agrees to be liable for any and all damages, losses, and expenses incurred, by the City in any way related to the goods and/or services provided herein, caused by the acts and/or omissions of the Supplier. The Supplier agrees to indemnify, defend and hold the City harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Supplier through and including any appeals in any way related to the goods and/or services provided herein. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage and shall survive termination or natural expiration of this Agreement. The Supplier waives any and all right or opportunity to contest the enforceability of this paragraph and agrees that in the event this paragraph, or any part hereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this paragraph shall be construed so as to be enforceable to the maximum extent permitted by applicable law. It is understood and agreed that the City retains all rights, benefits and entitlements of sovereign immunity in accordance with Florida Statutes, Section 768.28.
7. **INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the City. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish the City with Certificate of Insurance upon request. Any certificate requested shall be provided to the City within ten (10) days from notice. Supplier shall notify the City in the event of cancellation, material change, or alteration related to the Supplier's insurance coverage. **All policies shall name the City of Mount Dora as an additional insured.**
8. **INSPECTION.** All goods and services are subject to inspection and rejection by the City at any time including during their manufacture, construction or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the City, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection and quality control.
9. **TAXES.** The City of Mount Dora is not subject to tax.
10. **FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to the City of Mount Dora, 510 N. Baker St. Mount Dora Florida 32757. Invoices are to be billed at the prices stipulated. All invoices must reference the City's Purchase Order number.
11. **DISCOUNT PAYMENT TERMS.** It shall be understood that the cash discount period to the City will be from the date of the invoice and not from the receipt of goods/services.
12. **PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this Purchase Order, subsequent to its acceptance but prior to payment therefor, will be applicable to this Purchase Order.
13. **PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling and shipping information and also this Purchase Order number. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
14. **QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from the City. Excess quantities may be returned to Supplier at Supplier's expense in the sole discretion of the City.
15. **ASSIGNMENT.** Supplier may not assign, transfer or subcontract any part of this Purchase Order or any right or obligation hereunder without the City's written consent. Any unauthorized assignment, transfer or subcontract shall be null and void.
16. **EQUAL OPPORTUNITY EMPLOYER.** The City is an Equal Employment Opportunity (EEO) employer and, as such, requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin and creed as may be applicable to the Supplier. Any authorized subcontracts shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
17. **RIGHT TO AUDIT RECORDS.** The City shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to performance under this Purchase Order or any supplement to this Purchase Order. Supplier shall maintain such books and records for a period of five (5) years from the date of final payment under this Purchase Order unless the City otherwise authorizes a shorter period in writing.
18. **FISCAL YEAR FUNDING APPROPRIATION.** Goods and/or services to be provided in accordance with the Purchase Order are subject to the annual appropriation of funds by the City in its sole discretion.
19. **FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept this Purchase Order as specified may be cause for cancellation. Suppliers who default are subject to suspension and/or debarment in the sole discretion of the City.
20. **AGREEMENT AND PURCHASE ORDER CONFLICT.** To the extent of any conflict between this Purchase Order or any purchase order or other document issued by the Supplier the terms and conditions of this Purchase Order shall prevail. Whenever the terms and conditions of any Main/Master Agreement, between the City and the Supplier, conflict with this Purchase Order, the terms and conditions of the Main/Master Agreement shall prevail.
21. **FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Florida Statutes, Chapter 119.
22. **E-VERIFY. EMPLOYMENT ELIGIBILITY VERIFICATION.** Supplier shall be registered with the U.S. Department of Homeland Security's E-Verify system to provide goods or perform work under this Purchase Order and shall fully comply with the requirements of Florida Statutes, Section 448.095. Information on the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.



CITY OF MOUNT DORA

Whitney Donovan- Purchasing
510 North Baker Street
Mount Dora, FL 32757
Phone: 352-735-7176
donovanw@mountdora.gov

Purchasing Division

CHANGE ORDER – PURCHASE ORDERS

Today's Date: 5/7/2025

Original PO Number: 25-01334

Original PO Amount: \$67,200

Change Order Number: 1

PO issued to: Allied Universal Corp

(Vendor Name)

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

+ / - line # 1 by 1 (qty) @ \$ 50,000 /unit GL #: 421-1940-536.52-01

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

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

Reason for Purchase Order Change: Due to price increase after budget additional \$50,000 is needed for the rest of FY

New Purchase Order Total with Change Order: \$117,200

Cancel Entire PO: YES or NO (circle one)

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing the change does not exceed 10% (not to exceed \$100,000 in total in cumulative) of the latest approved contract value for the contract. Amendments to contracts greater than these amounts must be approved by City Council.

All change orders issued which modify a contract, the original and revised total cost of which exceeds 10% (not to exceed \$100,000 in total in cumulative), shall require Council approval, unless otherwise specified in the Purchasing Policy.

SIGNATURE APPROVALS

Division Manager

Department Head

Finance Director

City Manager (Not to Exceed 10% of latest approved value
up to a cumulative total of \$100,000)

City Council (Over a total value of \$100,000)

Revised 01/22/2025



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

DATE: June 3, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of Task Authorization #17, Ratifying Underground Conduit Installation for the New Development, Mount Dora Groves Southloch Condominiums

Introduction:

This is a request for City Council to ratify Task Authorization #17, installing underground conduit for the Mount Dora Groves Southloch Condos. This project utilized the contract services from Bellmore Enterprises Incorporated, for underground duct-line work and conduit as outlined in ITB 19-PW-031 scope of services, which was approved by City Council on September 19, 2019, and amended on May 17, 2022, and October 17, 2023.

Discussion:

This project is part of the new development, Mount Dora Grove Southloch Condos Project, that is building 180 units of town homes located in the Grove South along Fiddler Drive. This project was brought before Council on 3/18/2025 to approve the material purchase.

The project is developer reimbursed where the developer has already paid for the entire project of \$601,009, and was ready for the electric infrastructure installation to begin. In light of the developer's tight construction schedule and prompt payment, Bellmore installed the conduit to satisfy the developer's schedule.

As part of this work, Bellmore installed 5,220 feet of underground conduit adhering to guidelines contained within their contract, ITB 19-PW-031, scope of services. The City Electric Utility staff will complete all remaining portions of construction.

Budget Impact:

This project is funded in the FY 2024-25 Electric Capital Improvement Plan (CIP) which was added as part of the mid-year budget adjustment. While the Task Authorization was estimated at \$133,107 the actual cost is \$118,720.

Strategic Impact:

Infrastructure – This project is to provide electric utility service to 180 new units through a developer-reimbursed project.

Recommendation:

City Council ratify Task Authorization #17 for Bellmore Enterprises Incorporated, which installed underground conduit as part of the Mount Dora Groves Southloch Condos Project.

Attachment(s):

1. MT DORA INV 202 05-12-25 GROVES SOUTH LOCH
2. Task Authorization 17 Bellmore Southloch

Prepared by: Steve Langley, Assistant City Manager-Electric Utility Director

Reviewed by: Steve Langley, Assistant City Manager-Electric Utility Director
Matthew Dodson, Budget Officer
Jennifer Gates, Accounting Manager
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/20/2025

Approved - 5/20/2025

Approved - 5/20/2025

Approved - 5/28/2025

Approved - 5/28/2025

Final Approval - 5/28/2025

BELLMORE ENTERPRISES INC

INVOICE

GROVES SOUTH LOCH

Date: 05/14/2025

INVOICE # 202

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

Contact	Job	Payment Terms	Due Date
S.BAGWELL	GROVES SOUTH LOCH		

Qty	Description	Unit Price	Line Total
5,220 FT	TRENCH 48" DEPTH & INSTALL 1x 2-INCH CONDUIT	\$19.50/FT	\$101,790.00
2,025 FT	INSTALL ADDL 2-INCH CONDUIT 48" DEPTH	\$4.00/FT	\$8,100.00
380 FT	HDD DRILL 1X2-INCH CONDUIT	\$17.00/FT	\$6,460.00
60 FT	HDD DRILL 1X2-INCH CONDUIT	\$24.00/FT	\$1,440.00
30 FT	HDD DRILL 1X2-INCH CONDUIT	\$31.00/FT	\$930.00
	1800LB MULETAPE INCLUDED IN ALL INSTALLED PIPE		
Subtotal			\$118,720.00
Sales Tax			
Total			\$118,720.00

Make all checks payable to BELLMORE ENTERPRISES INC

Thank you for your business!

BELLMORE ENTERPRISES INC 16019 REDINGTON DRIVE REDINGTON BEACH FL 33708

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

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Bellmore Enterprises, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2019-135, dated September 19, 2019, and amended May 7, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.	Budget Account Number: 4155555-580.63-01 EJ2520
Project Amount: Total Project \$133,107.00	City Project Manager: Wayne Zimmerman
	Contractor: Bellmore Enterprises, Inc.
	Contractor Project Manager: Darcy Bellmore

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

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> Exhibit A – Scope of Work Exhibit B – Compensation Exhibit C - Sub-Contractors Exhibit D – Schedule	
Recommended By: Print: Wayne Zimmerman Wayne Zimmerman Signature: _____ Digitally signed by Wayne Zimmerman Date: 2025.05.14 12:54:11 -04'00'	
Reviewed By: Print: <u>Steven G. Langley</u> Date: _____ Signature: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: DARCY BELLEMORE	Print Name:
Signature:	Signature:
Date: 05-15-25	Date:

EXHIBIT "A"

Scope of Services

PROJECT NAME: South Loch

This project is to install 6,826' of underground conduit, providing labor, equipment and materials. A developer reimbursed project in the amount of \$133,107.00

Conduit Summary:

BELLMORE ENTERPRISES INC

PROPOSAL

MT DORA GROVES SOUTH CONDOS

Date: 01/24/2025

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

Contact	Job	Payment Terms	Due Date
S.BAGWELL	MT DORA GROVES SOUTH CONDOS		

Qty	Description	Unit Price	Line Total
6,826 FT	TRENCH 48" DEPTH + INSTALL 1x 2-INCH CONDUIT	\$19.50/FT	\$133,107.00
	1800LB MULETAPE INCLUDED IN ALL INSTALLED PIPE		
Subtotal			\$133,107.00
Sales Tax			
Total			\$133,107.00

Make all checks payable to BELLMORE ENTERPRISES INC

Thank you for your business!

BELLMORE ENTERPRISES INC 16019 REDINGTON DRIVE REDINGTON BEACH FL 33708

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

**EXHIBIT “B”
Compensation**

METHOD OF COMPENSATION: Hourly Rate and Fixed Fee with Not-to-Exceed Amount of \$133,107.00 for total services.

EXHIBIT “C”

Sub-Contractors

None

**EXHIBIT “D”
Schedule**

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

Mount Dora Electric ELE REV 3_ 1-29-2025

- REV Date Description
1. Preliminary Layout 181 units including Club House/ pool
 2. Confirm gang meter bases, developer will be installing secondaries (Submit Secondary Voltage Drop calculations) secondary conductor sizes
 3. Relocated switchgear and align various conduit paths

4 Unit TH Load Demand Calculations
2 Marigold @ 1553 Sq. Ft. ea.
2 Jasmine @ 1373 Sq. Ft. ea.

5852 square feet X 3 VA per Sq. Ft.	= 17,556 VA
Small appliance load @ 3000 VA X 4	= 12,000 VA
Laundry @1500 VA X 4	= 6000 VA
Dryer @5000 VA X 4	= 20,000 VA
Disposal @ 900 VA X 4	= 3600 VA
Dishwasher @1200 VA X 4	= 4800 VA
Water Heater @4500 VA X 4	= 18,000 VA
Range @10,500 VA X 4	= 42,000 VA
Heat @ 7500 VA X 4	= 30,000 VA
AHU Blower @ 840 VA X 4	= 3360 VA
Microwave @ 1200 VA X 4	= 4800 VA

Total Load VA = 162,116 VA
Demand factor per NEC 220.84 X .45 = 72,952 VA

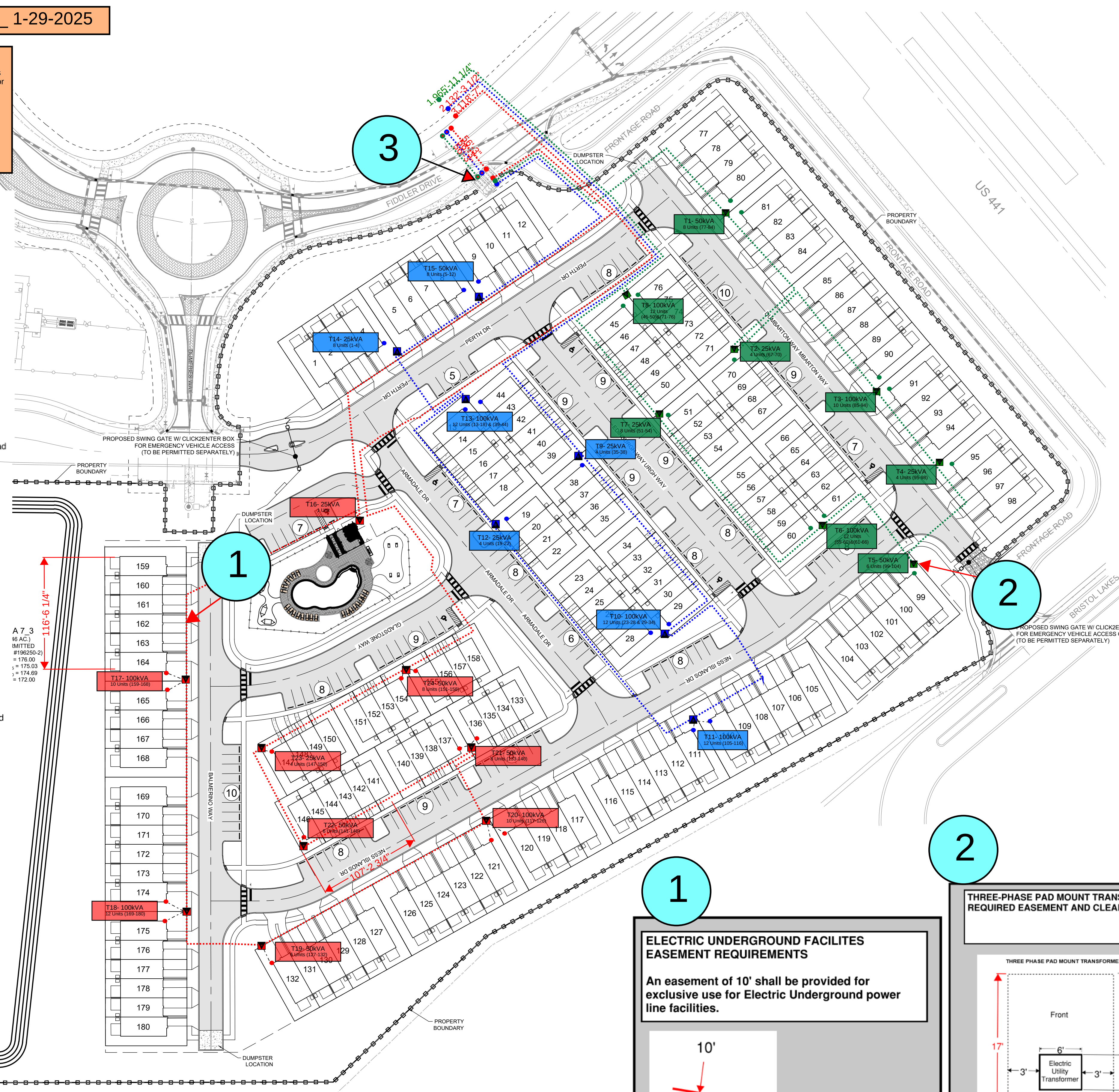
Total load demand factor divided by 240V = 304 Amps service load

6 Unit TH Load Demand Calculations
2 Marigold @ 1553 Sq. Ft. ea.
4 Jasmine @ 1373 Sq. Ft. ea.

8598 square feet X 3 VA per Sq. Ft.	= 25,794 VA
Small appliance load @ 3000 VA X 6	= 18,000 VA
Laundry @1500 VA X 6	= 9000 VA
Dryer @5000 VA X 6	= 30,000 VA
Disposal @ 900 VA X 6	= 5400 VA
Dishwasher @1200 VA X 6	= 7200 VA
Water Heater @4500 VA X 6	= 27,000 VA
Range @10,500 VA X 6	= 63,000 VA
Heat @ 7500 VA X 6	= 45,000 VA
AHU Blower @ 840 VA X 6	= 5040 VA
Microwave @ 1200 VA X 6	= 7200 VA

Total Load VA = 242,634 VA
Demand factor per NEC 220.84 X .44 = 106,759 VA

Total load demand factor divided by 240V = 445 Amps service load



SITE DATA TABLE

PROJECT LOCATION	CITY OF MT.DORA
TOTAL GROSS ACREAGE	17.25± AC (751,353± SF)
TOTAL NET ACREAGE	17.25± AC (751,353± SF)
PRESENT ZONING	PUD (ORDINANCE 2022-57)
FUTURE LAND USE	PUD (ORDINANCE 2022-57)
NUMBER OF LOTS	N/A
COMMERCIAL SQUARE FOOTAGE	N/A
TOTAL NUMBER OF DWELLING UNITS	180 UNITS
PROJECTED DENSITY	10.43 DU/AC
TOTAL ACRES IN PARK	0.46 AC
TOTAL ACRES IN RECREATION	0.46 AC
TOTAL ACREAGE IN EASEMENT/ROW	0
TOTAL ACREAGE IN FLOODPLAIN	0
TOTAL ACREAGE IN WETLANDS	0
CONSTRUCTION ACREAGE	17.25 AC
IMPERVIOUS SURFACE AREA	7.80 AC (45.22%)
MAXIMUM BUILDING HEIGHT	35 FEET
WATER AVERAGE DAILY DEMAND	43.8 GPM
SEWER AVERAGE DAILY DEMAND	37.5 GPM

PARKING TABLE

	PROVIDED	REQUIRED (PER PUD ORDINANCE NO. 2022-57)
ON-STREET PARKING SPACES	180	
IN UNIT GARAGE SPACES	90	
8 FT WIDE DRIVE WAY SPACES	90	
TOTAL PARKING SPACES	360	360 (2 PER UNIT)

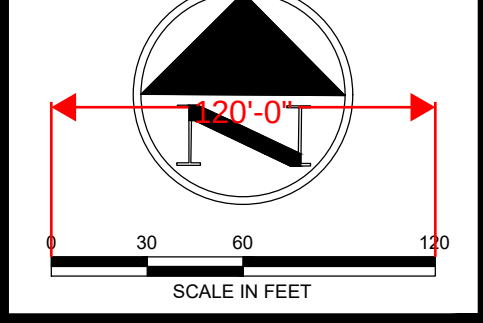
TOTAL UNIT COUNT PROVIDED

UNITS WITH 8 FT WIDE DRIVE WAY	90
UNITS WITHOUT DRIVE WAY	90
TOTAL	180
DENSITY	10.43 DU/AC

NOTE:
THE DEVELOPMENT WILL NEED TO REMAIN UNDER SINGLE OWNERSHIP AND WILL NOT BE ELIGIBLE TO BE SUBDIVIDED.

LEVELUP CONSULTING, LLC

505 E. JACKSON STREET
SUITE 200
TAMPA, FLORIDA 33602
OFFICE: 813-375-0616
WWW.LEVELUPFLORIDA.COM



CONSTRUCTION PLAN REVISIONS

DATE	REVISION
04/16/24	REVISED PER CITY AND COUNTY COMMENTS
07/05/24	REVISED PER CITY AND COUNTY COMMENTS

MT. DORA GROVES SOUTH CONDOS

CLIENT: TAYLOR MORRISON

MASTER SITE PLAN

Engineering Business Certificate of Authorization No. 32771
Florida Certificate of Authorization No. LC26009636

BRANDON D. MACHIELA
FLORIDA LICENSED PROFESSIONAL ENGINEER
REGISTRATION NUMBER 90686

PROJECT No. 148-02-01
SHEET C 5.0

1

ELECTRIC UNDERGROUND FACILITIES EASEMENT REQUIREMENTS

An easement of 10' shall be provided for exclusive use for Electric Underground power line facilities.

2

THREE-PHASE PAD MOUNT TRANSFORMER REQUIRED EASEMENT AND CLEARANCES

3

ELECTRIC SWITCHGEAR EASEMENT REQUIREMENTS

Surface grading at switchgear locations shall remain consistent with adjoining grade and extend an additional 6' before change in slope / grade



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

DATE: June 3, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Amended and Restated Joint Planning Agreement Between Mount Dora and Lake County

Introduction:

This is a request for City Council to approve the Amended and Restated Joint Planning Agreement.

Discussion:

The original JPA was implemented in September 2004. There was one subsequent amendment in May 2015, which modified (removed) a small boundary area on the western side of the City at Old US Highway 441 and Bay Road. On June 27, 2023, the 2nd Amendment to the JPA was approved and is the current version of the City-County JPA. The revisions to the JPA included a year-long work session between city and county staff with Dr. Richard Levey facilitating the draft agreement. The attached agreement replaces the previous JPA with new terms and conditions.

The general provisions of the new JPA include the following provisions:

1. Annexation

- The City may annex only lands within the defined Joint Planning Area (JPA), as shown in Exhibit "A."
- Annexation outside the JPA requires an amendment to the agreement.
- The City must notify the County within 10 days of receiving an annexation application and follow formal notice procedures per state law.
- Once a property annexes into the City, the County's land use and zoning designation will remain in effect until applications are submitted to the City.

2. Land Use and Development.

- Both parties intend that lands in the JPA develop consistently with the City’s planning practices.
- Both the City and County will amend their comprehensive plans to reflect joint planning principles for the JPA.
- Development orders (site plans, PUDs, rezonings, etc.) in the JPA require collaboration between City and County.
- The County encourages annexation for projects needing central utilities, though it cannot mandate annexation.

3. Public Services.

- The City will provide water, sewer, and reclaimed water services to developments that annex or require them in the JPA.
- Review Fees: No City development review fees are charged unless the applicant seeks City review for utility or infrastructure improvements.
- The County will not issue a Certificate of Occupancy for annexed properties until City requirements (including concurrency and infrastructure review) are met.

4. Infrastructure Responsibilities.

- When over 50% of road frontage is annexed, road ownership and maintenance may transfer to the City.
- Specific roadways listed in Exhibit “B” will transfer to the City within 24 months, with certain roads requiring improvements by the County before transferring to the City.
- Agreement that the “Eudora Roundabout” is a joint project and, once completed, the City will be responsible for maintaining it.
- The City and County will coordinate planning and developing a new collector road (mapped in Exhibit “C”; Vista Ridge Drive and Wolf Branch Innovation Blvd) and the City will assume maintenance responsibility upon construction.

5. Review and Amendment Process

- The primary jurisdiction (City or County) must share applications for Significant Development Orders with the other within 10 working days and the secondary jurisdiction has 20 working days to respond.
- Each jurisdiction must notify the other and the applicant of any public hearings regarding development orders.
- Development proposals must be reviewed against both jurisdictions’ comprehensive plans and this agreement.

6. Specific Developmental and Environmental Considerations.

- Agreement to designate and promote the creation of an Employment Center located in the vicinity of Round 25 Lake Road and State Road 46, as conceptually depicted in Exhibit “D.”
- The agreement encourages environmentally responsible planning and includes joint goals for acquiring environmentally sensitive lands and stormwater planning.
- Promotes collaborative efforts on the Wekiva Trail (Exhibit “E”).

7. Duration and Termination.

- The agreement renews automatically every 5 years unless terminated.
- Either party can terminate with 180 days’ written notice.
- Amendments must be in writing and approved by both the City and County governing bodies.

Budget Impact:

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

Strategic Impact:

Initiative 1: Economic Development

Recommendation:

City Council approve the Amended and Restated Joint Planning Agreement Between Mount Dora and Lake County and authorize the Mayor to execute the document on behalf of the City; and forward it to the Lake County Board of County Commissioners.

Attachment(s):

1. Attachment 1 JPA 2nd Amendment City-Lake Co_6-27-2023 (Informational)
2. Attachment 2 JPA Boundary Map with Expansion Area
3. Attachment 3 Roadway Transfer Map
4. Amended and Restated Mount Dora JPA_5.12.25 (City Atty. Reviewed)

Prepared by: Vince Sandersfeld, City Manager
Reviewed by: Michele Janiszewski, Senior Planner
City Attorney,
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/13/2025
Approved - 5/28/2025
Approved - 5/28/2025
Final Approval - 5/28/2025

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

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

8 **PREAMBLE**
9

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

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

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

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

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

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

ATTACHMENT #1

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

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

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

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

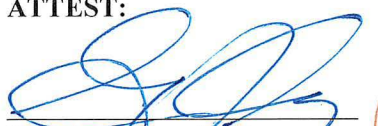
6. County Right-of-Way Maintenance Responsibility. Unless this Agreement is modified pursuant to Article V below, the County agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways, or segments thereof, and associated drainage facilities within the JPA specifically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

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

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

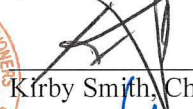
IN WITNESS WHEREOF, the parties hereto have made and executed this Amended Agreement on the respective dates under each signature: the COUNTY through its Board of Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action, and the CITY through its City Council,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

ATTEST:


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



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


Kirby Smith, Chairman
This 27th day of June, 2023.

Approved as to form and legality:


Melanie Marsh, County Attorney

ATTACHMENT #1

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

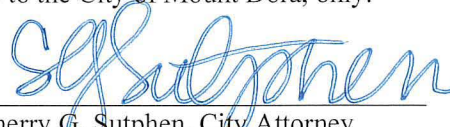
CITY OF MOUNT DORA, FLORIDA

By: 
Crissy Stile, Mayor

ATTEST:

By: 
Jeanann Hand, City Clerk

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


Sherry G. Sutphen, City Attorney

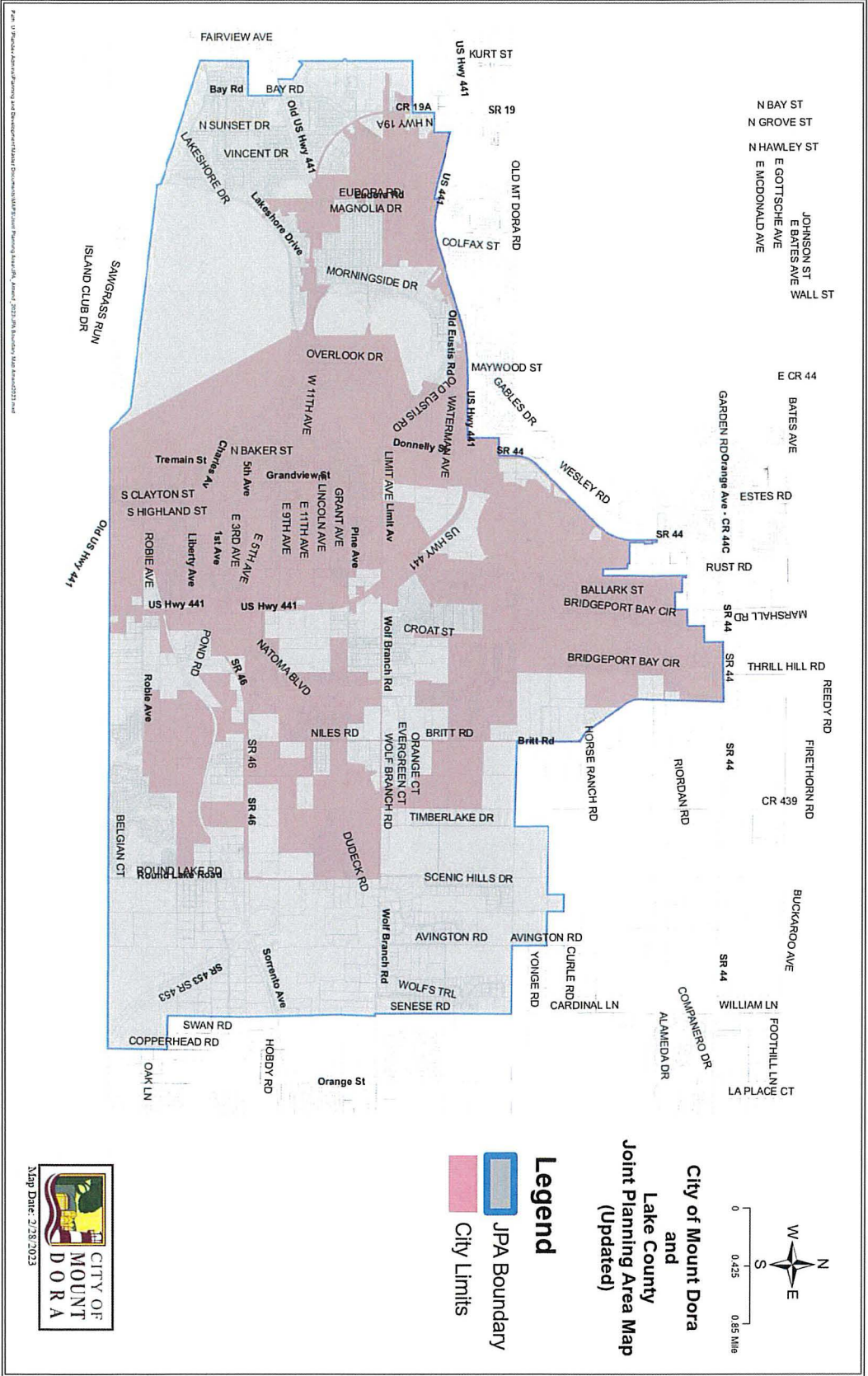


Exhibit "A"

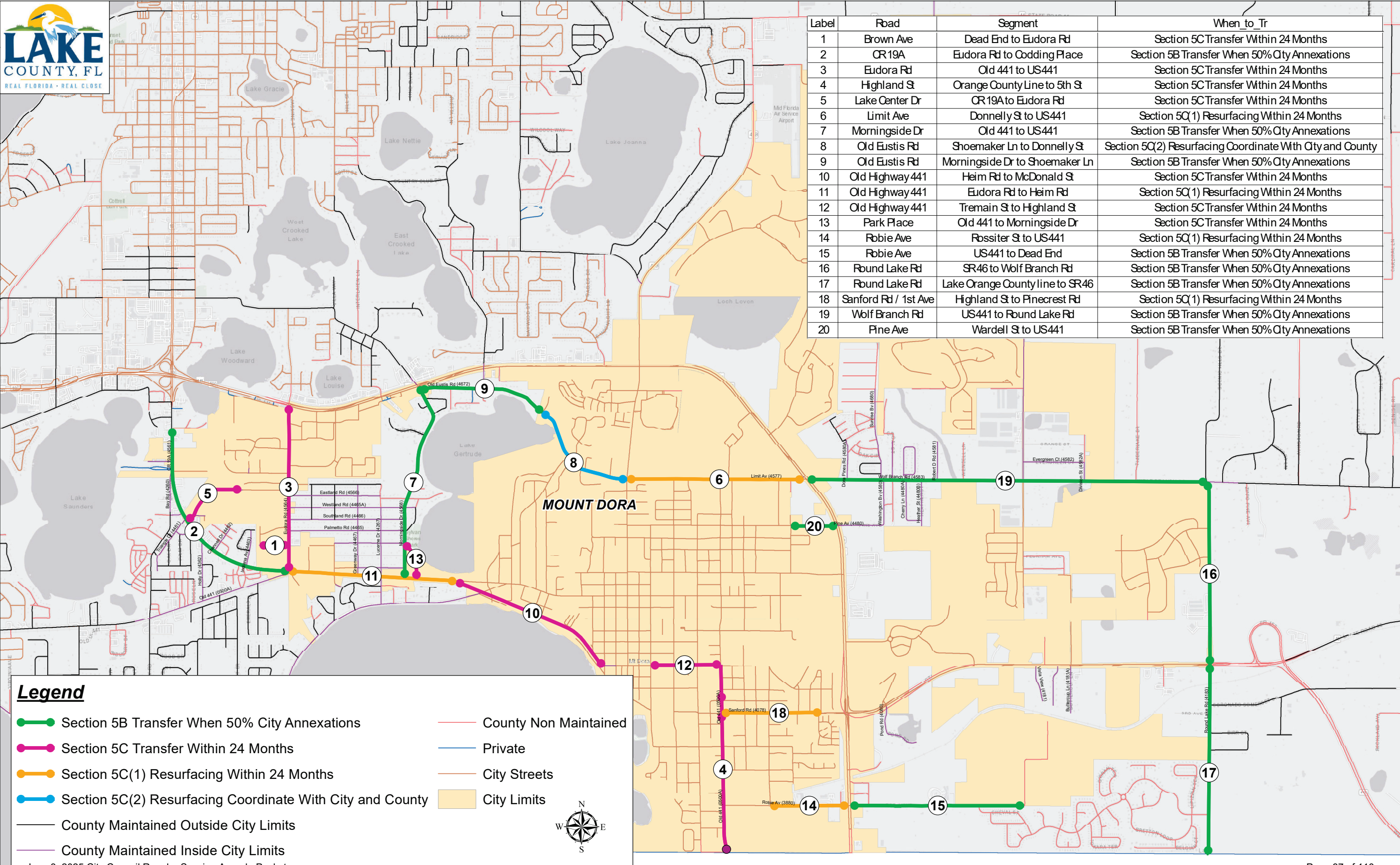


City of Mount Dora and Lake County Joint Planning Area Map

June 3, 2025 City Council Regular Session Agenda Packet

-  JPA Boundary
 Proposed JPA Boundary(Expansion)
 City Limits
- Page 36 of 10

Lake County and City of Mount Dora Maintained Streets Concept Map



Label	Road	Segment	When to Tr
1	Brown Ave	Dead End to Eudora Rd	Section 5C Transfer Within 24 Months
2	CR 19A	Eudora Rd to Coddling Place	Section 5B Transfer When 50% Cty Annexations
3	Eudora Rd	Old 441 to US441	Section 5C Transfer Within 24 Months
4	Highland St	Orange County Line to 5th St	Section 5C Transfer Within 24 Months
5	Lake Center Dr	CR 19A to Eudora Rd	Section 5C Transfer Within 24 Months
6	Limit Ave	Donnelly St to US441	Section 5Q(1) Resurfacing Within 24 Months
7	Morningside Dr	Old 441 to US441	Section 5B Transfer When 50% Cty Annexations
8	Old Eustis Rd	Shoemaker Ln to Donnelly St	Section 5Q(2) Resurfacing Coordinate With Cty and County
9	Old Eustis Rd	Morningside Dr to Shoemaker Ln	Section 5B Transfer When 50% Cty Annexations
10	Old Highway 441	Heim Rd to McDonald St	Section 5C Transfer Within 24 Months
11	Old Highway 441	Eudora Rd to Heim Rd	Section 5Q(1) Resurfacing Within 24 Months
12	Old Highway 441	Tremain St to Highland St	Section 5C Transfer Within 24 Months
13	Park Place	Old 441 to Morningside Dr	Section 5C Transfer Within 24 Months
14	Robbie Ave	Rossiter St to US441	Section 5Q(1) Resurfacing Within 24 Months
15	Robbie Ave	US441 to Dead End	Section 5B Transfer When 50% Cty Annexations
16	Round Lake Rd	SR46 to Wolf Branch Rd	Section 5B Transfer When 50% Cty Annexations
17	Round Lake Rd	Lake Orange County line to SR46	Section 5B Transfer When 50% Cty Annexations
18	Sanford Rd / 1st Ave	Highland St to Pinecrest Rd	Section 5Q(1) Resurfacing Within 24 Months
19	Wolf Branch Rd	US441 to Round Lake Rd	Section 5B Transfer When 50% Cty Annexations
20	Pine Ave	Wardell St to US441	Section 5B Transfer When 50% Cty Annexations

Legend

- Section 5B Transfer When 50% City Annexations

Section 5C Transfer Within 24 Months

Section 5C(1) Resurfacing Within 24 Months

Section 5C(2) Resurfacing Coordinate With City and County

County Maintained Outside City Limits

County Maintained Inside City Limits
- County Non Maintained

Private

City Streets

City Limits
-

1 **AMENDED AND RESTATED JOINT PLANNING AGREEMENT BETWEEN**
2 **THE CITY OF MOUNT DORA AND LAKE COUNTY, FLORIDA**
3
4

5 This Amended and Restated Joint Planning Agreement (“Agreement”) is made by and
6 between the City of Mount Dora, a Florida Municipal Corporation (the “CITY”) and Lake County,
7 Florida, a political subdivision of the State of Florida (the “COUNTY”) (collectively referred to
8 as “Parties”).
9

10 **PREAMBLE**
11

12 **WHEREAS**, the CITY and the COUNTY recognize that proper intergovernmental
13 cooperation and coordination are essential for sound growth management; and

14 **WHEREAS**, the CITY and the COUNTY seek to have compatible land uses adjacent to
15 their common boundaries, and ensure meaningful communication and evaluation during
16 development review by establishing a coordinated process; and

17 **WHEREAS**, pursuant to Part II of Chapter 163, Florida Statutes, the Community Planning
18 Act (the “Act”), the CITY and the COUNTY adopted and subsequently amended Comprehensive
19 Plans (the “Comprehensive Plan(s)"); and

20 **WHEREAS**, the CITY’s and the COUNTY’s Comprehensive Plans contain goals,
21 policies, and objectives that call for the creation of interlocal agreements which deal with
22 annexations, services delivery, and joint land use planning; and

23 **WHEREAS**, the CITY and the COUNTY recognize that joint planning for the growth and
24 development of their respective jurisdictions regarding all matters of common impact and interest
25 is consistent with State law and serves the public interest; and

26 **WHEREAS**, the CITY and the COUNTY are desirous of engaging in joint efforts to
27 comprehensively plan certain areas within the municipal limits of the City of Mt. Dora and as well
28 as certain areas located adjacent to or in proximity of the municipal limits, all within the boundaries
29 of Lake County, Florida (the “Joint Planning Area” or the “JPA”); and

30 **WHEREAS**, the CITY and the COUNTY seek to have compatible land uses adjacent to
31 their common boundaries; and

32 **WHEREAS**, the CITY and the COUNTY wish to agree on certain procedures for the
33 timely review and processing of annexation and development proposals within the JPA; and

34 **WHEREAS**, there is no intent for this Agreement to restrict the CITY’s authority to amend
35 its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent
36 with the provisions contained herein, or otherwise to make land use decisions for lands within the
37 corporate boundaries of the CITY or within the JPA should the CITY annex such lands; and

AMENDED AND RESTATED JPA BETWEEN THE CITY OF MOUNT DORA AND LAKE COUNTY

1 **WHEREAS**, there is no intent for this Agreement to restrict the COUNTY’s authority to
2 amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations
3 consistent with the provisions contained herein, or otherwise to make land use decisions for
4 unincorporated areas within the JPA; and

5 **WHEREAS**, this joint planning agreement (this “Agreement”) will provide a basis for the
6 evaluation of future development applications and annexation proposals as well as for the adequate
7 provision of public services; and

8 **WHEREAS**, the CITY and the COUNTY wish to identify a joint planning area and have
9 determined that a joint planning agreement will foster intergovernmental coordination and
10 cooperation, economical provision of services, including utilities, and adequate utilization of
11 existing and proposed infrastructure; and

12 **WHEREAS**, this Agreement provides the CITY and the COUNTY with ample
13 opportunities for renegotiation in response to changed circumstances, including the ability to see
14 refinement or expansion of the Joint Planning Area; and

15 **WHEREAS**, public hearings with due public notice have been held by the CITY and the
16 COUNTY prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida
17 Statutes; and

18 **WHEREAS**, it is the intent of the CITY and the COUNTY that this Agreement shall be
19 immediately applicable to any issuance of a Development Order, as defined in Article II of this
20 Agreement, for a parcel of land located in the JPA, and submitted to the CITY or the COUNTY
21 after the effective date of this Agreement; and

22 **WHEREAS**, this Agreement will facilitate the flow of information regarding land
23 development issues between the CITY and the COUNTY; and

24 **WHEREAS**, Florida municipalities possess Municipal Home Rule Powers pursuant to
25 Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*; and

26 **WHEREAS**, the COUNTY possesses Home Rule powers pursuant to Article VIII, Section
27 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*; and

28 **WHEREAS**, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section
29 163.01, *Florida Statutes*, is to “permit local governmental units to make the most efficient use of
30 their powers by enabling them to cooperate with other localities on a basis of mutual advantage
31 and thereby to provide services and facilities in a manner and pursuant to forms of governmental
32 organization that will accord best with geographic, economic, population, and other factors
33 influencing the needs and development of local communities.”; and

34 **WHEREAS**, the CITY and the COUNTY find that the benefits of intergovernmental
35 communications and coordination will accrue benefit to its respective citizens.

AMENDED AND RESTATED JPA BETWEEN THE CITY OF MOUNT DORA AND LAKE COUNTY

1 **WHEREAS**, this Agreement is entered into pursuant to the authority of Article VIII of the
2 Florida Constitution and Sections 125.01, 163.3171, 163.3177, and 166.021, *Florida Statutes*
3 (2022); and

4 **WHEREAS**, the parties previously entered into a joint planning agreement on September
5 28, 2004, amended on March 3, 2015, to expand the boundaries, and amended a second time on
6 June 27, 2023, to remove provisions that may have been deemed contrary to law, which will be
7 duly terminated and replaced with this Amended and Restated Joint Planning Agreement; and

8 **WHEREAS**, via this Amended and Restated Joint Planning Agreement the CITY and the
9 COUNTY desire to terminate the Joint Planning Agreement as previously amended and engage in
10 joint efforts to comprehensively plan certain areas within the municipal limits of the City of Mount
11 Dora as well as certain areas located within the boundaries of Lake County as depicted on **Exhibit**
12 **“A”** attached hereto (the “Joint Planning Area” or the “JPA”) under the terms specified herein;
13 and

14
15 **WHEREAS**, the parties have determined this Agreement to be in the best interests of the
16 public health, safety, and welfare.

17
18 **NOW THEREFORE**, in consideration of the mutual covenants set forth in the
19 Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as
20 follows:

21
22 **ARTICLE I – INCORPORATION OF PREAMBLE**

23
24 The Preamble above is true and correct and is incorporated into this Agreement as if fully set forth
25 below. This Agreement shall be considered an interlocal agreement pursuant to the authority given
26 to the COUNTY and the CITY, including authority found within, but not limited to, Sections
27 163.01, 163.3171, and 163.3177(6)(h)1.a, Florida Statutes, as well as Chapter 125, Chapter 166,
28 and Chapter 171, Florida Statutes, and the Constitution of the State of Florida.

29
30 **ARTICLE II – DEFINITIONS**

31
32 1. Act. Means the “Community Planning Act” as set forth in Section 163.3161, et.
33 seq., Florida Statutes, as the same may be amended or superseded from time to time.

34
35 2. Agreement. Means this Agreement, as the same may be amended or supplemented
36 as provided for herein.

37
38 3. City. Means the City of Mount Dora, a Florida municipal corporation.

39
40 4. City Council. Means the elected legislative governing board of the City of Mount
41 Dora.

42
43 5. Collector Roadway. Means the type of road that provides for movement between
44 local streets and the regional roadway networks. A collector roadway may include an arterial

AMENDED AND RESTATED JPA BETWEEN THE CITY OF MOUNT DORA AND LAKE COUNTY

roadway.

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

7. County Commission. Means the elected legislative governing board of Lake County.

8. Development. Means development as set forth in Sections 163.3164(14) and 380.04, Florida Statutes, as amended or superseded from time to time.

9. Employment Center. Means an area in which a variety of land uses, including light industrial, distribution, manufacturing and assembly uses, offices, and limited multi-family, comprise a mixed-use center providing a concentration of employment for the region. The Employment Center is designated as Employment Center on the City of Mount Dora Future Land Use Map and Regional Office on the Lake County Future Land Use Map as depicted in **Exhibit “D.”**

10. Future Land Use Element. Means that section of either the CITY’s or the COUNTY’s Comprehensive Plan, which includes all of the requirements of Section 163.3177(6)(a), Florida Statutes, as the same may be amended or renumbered from time to time.

11. Governing Body. Means, in the case of the COUNTY, the Board of County Commissioners, and in the case of the CITY, the City Council.

12. Infrastructure or Utility Improvements. Means any proposed sewer, water, reuse water, stormwater, right-of-way, roadway, electric, gas, telecommunication, park, open space, public building, public utility, public drainage, or public retention owned or operated by a local government or private entity.

13. Joint Planning Area or JPA. Means that area depicted in **Exhibit “A.”**

14. Parcel of Land. Means any quantity of land capable of being described with such precision or exactness that its location and boundaries may be established, which is designated by the CITY, by the COUNTY, or by its owner or developer as land to be used or developed as a unit or which has been used or developed as a unit.

15. Primary Jurisdiction. Means the entity (CITY or COUNTY) that receives an application for a Significant Development Order within the Joint Planning Area.

16. Resurfacing (of Roadways). All roadways (except Old 441 & Eudora) identified for resurfacing will be resurfaced with 1” SP 9.5 in accordance with FDOT Standard Plans for Road and Bridge Construction. Isolated milling will be performed as deemed necessary for tie-in and curbing areas. Old 441 & Eudora would be milled and resurfaced with 1.5” FC 12.5 (76-22) in accordance with FDOT Standard Plans for Road and Bridge Construction.

17. Secondary Jurisdiction. Means the entity (CITY or COUNTY) who is the recipient

of a forwarded application for a Significant Development Order from the Primary Jurisdiction.

18. Significant Development Order. Means any determination or decision requiring either legislative, quasi-judicial, or administrative review and approval by either governing body or related to annexations or Annexation agreements, comprehensive plan amendments, site plans (excluding those resulting in less than a fifty percent (50%) expansion of a building, unless such expansion results in changes to parking, stormwater, water connections, or wastewater connections), planned unit developments (“PUD”) subdivision and plat approvals, rezonings, special exceptions, conditional uses, special permits or utility improvements.

19. Unincorporated JPA. Means the area of the JPA that is not currently within the municipal limits of the CITY, as depicted in **Exhibit “A.”**

20. Vested Development. Means development that has been issued a final development order.

ARTICLE III – JOINT PLANNING AREA

1. Joint Planning Area. The Joint Planning Area shall consist of those lands identified in **Exhibit “A”** attached hereto. Any conflict between the Joint Planning Area described in **Exhibit “A”** attached to this Agreement and any other prior depicted or established joint planning area, the Joint Planning Area set forth in this **Exhibit “A”** shall prevail.

2. Incorporation of Boundaries. The COUNTY and the CITY will use their best efforts to incorporate the terms and conditions of this Agreement along with the boundaries of the Joint Planning Area into the Future Land Use Elements of their respective plans. The COUNTY and the CITY will use their best efforts to amend their Land Development Regulations to incorporate the terms and conditions stated herein. The COUNTY and the CITY will use their best efforts to implement the developmental and environmental considerations set forth in Article V hereof.

3. Comprehensive Plans.

A. It is the intent of the CITY and the COUNTY that the comprehensive plans of the CITY and the COUNTY shall ensure that the lands in the Joint Planning Area are developed consistent with development within the CITY, and, at the same time, are developed in a way that will ensure efficient provision of public infrastructure and services in this area. If land within the Joint Planning Area is legally annexable (meeting the statutory requirements for annexation) and a Significant Development Order will require central utilities (CITY potable water, sanitary sewer and reclaimed water) to serve such development, then the COUNTY shall encourage the applicant for such Significant Development Order to apply to the CITY for such approvals; provided, however, that the parties understand the COUNTY cannot require the applicant to apply for annexation. The CITY and COUNTY agree to work together to modify the policies of their respective Comprehensive Plans to reflect this approach.

B. The amendments contemplated in paragraph 3(A), above, shall cover

growth management issues and may include, but are not limited to, the following topics:

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

C. Notwithstanding the foregoing representations, or any other language within the document to the contrary, the parties hereby agree and acknowledge that the State of Florida is a “property rights state” pursuant to Section 70.002, Florida Statutes. To the extent practicable, the parties will seek to abide by the density and intensity requirements set forth under this Agreement; provided, however, that nothing herein shall restrict either the COUNTY or the CITY from exercising its authority to amend its respective Comprehensive Plan, Official Zoning Maps, or apply Land Development Regulations consistent with the provisions contained herein, or otherwise to make land use decisions for areas within their respective jurisdictions within the JPA, especially if such decisions are necessary to protect private property rights or to prevent litigation against the COUNTY or the CITY by property owners seeking to enforce such private property rights.

4. Intent of Development.

A. It is the intent of the CITY and the COUNTY that the lands in the Joint Planning Area are developed consistent with development within the CITY, and that the review of applications for Significant Development Orders within the Joint Planning Area should be a collaborative process between the CITY and COUNTY.

B. The COUNTY shall provide development applications to the CITY for review in accordance with Article IV. The CITY shall not require a development review fee from the applicant to provide comments to the COUNTY, unless the review is related to the developer applying to the CITY for review of utilities or infrastructure improvements, then the applicant will be charged all pass-through fees and permit fees. Comments will be directed to the COUNTY, with a copy to the applicant.

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

5. Terms of Annexation.

A. The CITY shall annex only lands in the Joint Planning Area and shall not

1 annex any lands outside of the Joint Planning Area without amendment of **Exhibit “A”** of this
2 Agreement. As real property within the area depicted as unincorporated is annexed into the CITY,
3 it shall be unnecessary to amend this Agreement or **Exhibit “A.”**
4

5 B. Terms of Annexation Related to Transfer of Infrastructure. All future
6 municipal annexation-related transfers of infrastructure shall occur consistent with the following
7 terms: Upon annexation of a sum greater than fifty (50%) of the existing front footage of properties
8 abutting any subject road right-of-way identified as a Section 5b Transfer on **Exhibit “B,”** other
9 than a State of Florida operated and maintained right-of-way, located between the two nearest
10 collector streets (or streets with a higher classification) intersecting rights-of-way (i.e., cross
11 streets), except for existing COUNTY roads currently being maintained within the CITY, the
12 CITY and COUNTY shall enter into a separate agreement for the CITY’s assumption of
13 maintenance responsibility for such road right-of-way segment and associated drainage facilities
14 not terminating at any right-of-way centerline, but between and extending to and including the
15 above mentioned local cross street intersections, or as may be mutually designated. All such
16 transfers of maintenance responsibility related to an annexation shall include the entire width of
17 the right-of-way adjacent to annexed properties.
18

19 C. Those roadways identified as “Section 5c Transfer within 24 Months” on
20 **Exhibit “B”** are those roadway segments for which the CITY and COUNTY have agreed that
21 ownership and maintenance responsibilities will transfer from the COUNTY to the CITY within
22 24 months of the adoption of this Amended and Restated Joint Planning Area Agreement. The
23 following represent special conditions of certain roadways shown on **Exhibit “B”**:
24

- 25 (1) Those roadways shown as shown on **Exhibit “B”** as “Section 5c (1) Resurfacing
26 Within 24 months” are roadway segments where the COUNTY has agreed to
27 and shall resurface those roadway segments within 24 months as defined in this
28 Agreement prior to the transfer of ownership and maintenance responsibilities
29 to the CITY.
30
- 31 (2) The roadway segment shown on **Exhibit “B”** as “Section 5c (2) Resurfacing
32 Coordinate with CITY and COUNTY” is separately identified due to unique
33 circumstances that will require the CITY and COUNTY to collaborate regarding
34 identification and repair of certain substandard existing conditions in addition to
35 resurfacing prior to the transfer of ownership and maintenance from the
36 COUNTY to the CITY.
37

38 D. The project known as the “Eudora Roundabout” is currently undergoing
39 planning and designed as a joint project between the COUNTY and the CITY. Once completed,
40 the ownership and maintenance of this project shall become the responsibility of the CITY.
41

42 E. Within ten (10) days of receiving an application for annexation for any
43 property, the CITY shall provide the COUNTY initial notification of the request to annex, to
44 include a copy of the application and any other documentation provided by the Applicant. Formal
45 notification to the COUNTY under Section 171.044, Florida Statutes, shall follow at the
46 appropriate date, and comply with statutory notice procedures.
47

6. County Right-of-Way Maintenance Responsibility. Unless this Agreement is modified pursuant to Article V below, the COUNTY agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways, or segments thereof, and associated drainage facilities within the JPA specifically identified on **Exhibit “B,”** until same are transferred to the CITY in accordance with the terms of this Agreement. Upon execution of this Agreement, the maintenance responsibility for any new roads constructed by the COUNTY in the CITY shall be established by separate agreement between the parties.

7. Cooperation on New Collector Roadway Corridor. The CITY and COUNTY desire to cooperate on the establishment of a new collector roadway corridor as conceptually identified in **Exhibit “C.”** The CITY and COUNTY agree that this corridor represents an important transportation improvement for the region and will endeavor to ensure that any Significant Development Orders reviewed by either party consider the construction and delivery of this corridor in those development approvals. The corridor identified in **Exhibit “C”** is conceptual in nature and is intended to illustrate regional connectivity and not the literal or exact final location or route of the roadway. The CITY shall be responsible for the maintenance of this roadway when this roadway is constructed.

ARTICLE IV – PROCEDURES FOR REVIEWING AND COMMENTING ON DEVELOPMENT ORDERS WITHIN THE JPA

1. Forwarding Development Applications. The Primary Jurisdiction (CITY or COUNTY) shall, within ten (10) working days of receipt of any complete and sufficient applications and/or preliminary plans for a Significant Development Order within the JPA, provide a copy of such materials to the designated department, division, or office of the Secondary Jurisdiction as designated in Article VI, Section 6 of this Agreement. Either party may request a meeting to discuss the effect of such development and its consistency with this Agreement. Within twenty (20) working days of receipt, the Secondary Jurisdiction shall provide comments regarding an application for a Significant Development Order directly to the Primary Jurisdiction to establish a single channel of communication with the owner(s) or applicant and establish the Primary Jurisdiction as the controlling entity. The noted time frames may be extended by consent of both parties in order for the staff of either party to review the other party’s comments so long as the time frames within the Primary Jurisdiction’s Land Development Regulations are met. If a modification of an application for a Significant Development Order is submitted to the Primary Jurisdiction, the Secondary Jurisdiction shall be afforded review pursuant the review time periods described herein.

2. Hearing Notification. If at any time the Secondary Jurisdiction shall consider the Significant Development Order or application at a public meeting, the Primary Jurisdiction and the landowner and/or applicant shall be given notice of the time, date and place of the public meeting.

3. Comments to be Considered. In addition to the evaluation and comments normally prepared by the CITY or the COUNTY agency initially accepting an application for a Development Order, any comments submitted by the agency of Secondary Jurisdiction in their review of the copy of a Development Order Application shall be considered by the Primary

1 Jurisdiction in its review of the Development Order, which review shall include an examination of
2 the relationship between the application, the CITY'S and the COUNTY'S Comprehensive Plans,
3 Land Development Regulations, and this Agreement.

4
5 4. Covenant to Annex. When reviewing any Development Order plan(s) or
6 application(s) for properties within the JPA that are bound by a CITY covenant to annex, the CITY
7 staff shall provide review comments and forward such covenant to annex directly to the COUNTY.
8 Formal review of said plan(s) or application(s) along with the permitting, inspection, and the
9 issuance of Certificates of occupancy on such properties shall then be the responsibility of the
10 COUNTY. Such properties shall meet the supplemental development criteria, if any, as stipulated
11 in the CITY'S covenant to annex and any related agreements. The COUNTY shall not issue a
12 Certificate of Occupancy until the CITY has approved all public infrastructure to be transferred to
13 the CITY pursuant the terms established in the covenant to annex and related agreements and any
14 additional CITY requirements, including concurrency, have been met, which requirements shall
15 be forwarded to the COUNTY as part of the Development Order Application review process.

16
17 5. Development Orders within the CITY'S portion of the JPA. The governing and/or
18 administrative body of the CITY shall consider the comments of the COUNTY for property
19 annexed after execution of this Agreement.

20
21 **ARTICLE V – SPECIFIC DEVELOPMENTAL AND ENVIRONMENTAL**
22 **CONSIDERATIONS**
23

24 1. Designation of Employment Center. It is the intent of the CITY and the COUNTY
25 to designate and promote the creation of an Employment Center located in the vicinity of Round
26 Lake Road and State Road 46, as conceptually depicted in **Exhibit "D."** The objective of this land
27 use designation shall be to provide quality job opportunities, including professional offices,
28 convenient to both the City of Mount Dora and unincorporated area of Sorrento and Mount
29 Plymouth. The CITY and the COUNTY shall coordinate efforts to develop Comprehensive Plan
30 policies that are appropriate for this Employment Center, ensure compatibility with neighboring
31 land uses, and respect the distinct identities of both the CITY and unincorporated area.

32
33 2. Coordination with State Agencies and Local Governments. It is the intent of the
34 CITY and the COUNTY to coordinate with state agencies and local governments to implement
35 requirements of the Wekiva Parkway and Protection Act. Within the JPA, these activities may
36 include, but are not limited to, the establishment of Comprehensive Plan policies and land
37 development regulations, creation of a master stormwater management plan, and the protection of
38 habitat and recharge areas. The CITY and the COUNTY will work together to protect the quality
39 and the natural replenishment of groundwater and surface water systems. The CITY and the
40 COUNTY will work together to avoid new flood risks within the built environment.

41
42 3. Acquisition of Environmentally Sensitive Land. The CITY and the COUNTY shall
43 explore cooperative efforts to acquire environmentally sensitive land within the JPA and consider
44 development of a trail system to link natural areas with the surrounding community and
45 employment center. The CITY and COUNTY have been cooperating and will continue to
46 cooperate on the establishment and funding for the Wekiva Trail as conceptually shown on **Exhibit**

1 “E.” The corridor identified on **Exhibit “E”** is conceptual in nature and is intended to illustrate
2 regional connectivity and not the literal final location of the trail.
3

4 **ARTICLE VI – GENERAL PROVISIONS**
5

6 1. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit
7 of the party’s executing this Agreement, and no right or cause of action shall accrue upon or by
8 reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this
9 Agreement expressed or implied is intended or shall be construed to confer upon or give any person
10 or corporation other than the parties hereto any right, remedy or claim under or by reason of this
11 Agreement or any provisions or conditions hereto; and all of the provisions, representations,
12 covenants and conditions herein contained shall inure to the sole benefit of, and shall be binding
13 upon, the parties hereto and their respective and express representatives, successors, and assigns.
14

15 2. Renegotiation. The COUNTY or the CITY may call for renegotiation of this
16 Agreement by written notice to the other party at any time. The CITY and the COUNTY may
17 renegotiate this Agreement in response to changed circumstances, to seek refinement, expand or
18 contract the JPA boundary, or alter the designated time allowances as described in this Agreement.
19 Upon such written notice, for a period of ninety (90) days thereafter, the CITY and the COUNTY
20 shall attempt to renegotiate this Agreement in good faith. During the ninety (90) day period, where
21 either party, in its sole discretion and in good faith, determines that such renegotiations have
22 reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164,
23 Florida Statutes. If no Agreement is negotiated during the ninety (90) day period or during the
24 conflict resolution process, the terms of this Agreement shall continue to govern and remain in full
25 force and effect. Should either party seek judicial review of this Agreement, or to enforce this
26 Agreement, the CITY and the COUNTY recognize that the venue will be properly located in Lake
27 County, Florida, for any action regarding this Agreement. The failure of any party to this
28 Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its
29 rights to thereafter enforce this Agreement Utilization of one remedy to enforce this Agreement
30 shall not be deemed the only method by which to enforce the provisions of this Agreement.
31

32 3. Severability, Construction, and Interpretation. In the event that any section,
33 subsection, sentence, clause, or word of this Agreement shall be held by a court of competent
34 jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such
35 invalidity, illegality, or unenforceability shall not affect any of the other remaining articles,
36 sections, subsections, sentences, clauses or words of this Agreement, and this Agreement shall be
37 read and/or applied as if the invalid, illegal, or unenforceable section, subsection, sentence, clause,
38 or word did not exist. This Agreement was mutually negotiated by all parties who have executed
39 the same. Consequently, it is the intent of the parties that no provision shall be more harshly
40 construed against either party.
41

42 4. Effective Date. Prior to this Agreement, or any amendment hereto, becoming
43 effective, it shall be approved and executed by both parties hereto, and pursuant to Section
44 163.01(11), Florida Statutes, this Agreement shall become effective immediately after filing of
45 this Agreement with the Clerk of the Circuit Court of Lake County, Florida. This Agreement shall
46 be recorded in the Public Records of Lake County, Florida, and the cost thereof, if any, shall be

AMENDED AND RESTATED JPA BETWEEN THE CITY OF MOUNT DORA AND LAKE COUNTY

shared equally by both governing bodies.

5. Termination and Amendment.

A. Termination.

(1) This Agreement shall renew automatically after five (5) years from the date of final adoption, and every five (5) years thereafter, unless it is terminated pursuant to paragraph 2 below.

(2) Either party may terminate this Agreement at any time by delivering written notice to the other party of its intent to terminate this Agreement at least one hundred and eighty (180) days prior to the intended date of termination.

B. Amendment. This Agreement may be amended at any time provided both parties authorize said amendment.

C. Amendment or Termination of Agreement to be in Writing. Except as provided for herein, no amendment or termination of this Agreement shall be binding on either party unless a written instrument terminating or amending this Agreement is executed by the County Commission Chairman and the Mayor after being duly authorized to do so by their respective governing bodies, and such termination or amendment shall not be effective until after it has been filed with the Clerk of the Circuit Court of Lake County, Florida. Except as set forth herein, all instruments amending or terminating this Agreement shall be recorded in the Public Records of Lake County, Florida.

6. Notice. Any notice to be delivered hereunder to either the CITY or the COUNTY by the other party shall be in writing and shall be deemed to be delivered when: (a) hand-delivered to the official designated hereunder with receipt acknowledged in writing, or (b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party at the address set forth under the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

CITY

COUNTY

City Manager of Mount Dora
P.O. Box 176
510 North Baker Street
Mount Dora, FL 32757

County Manager
P.O. Box 7800
315 West Main Street
Tavares, FL 32778-7800

With copy to:

With a copy to:

Patrick Brackins/Andrew Hand
Shepard, Smith, Hand & Brackins, PA
2300 Maitland Center Pkwy, Suite 100
Maitland, FL 32751

County Attorney
P.O. Box 7800
Tavares, FL 32778-7800

AMENDED AND RESTATED JPA BETWEEN THE CITY OF MOUNT DORA AND LAKE COUNTY

Either party to this Agreement may unilaterally amend the address or designee to whom notices are to be delivered by providing notice to the other party as provided herein.

7. Rules of Construction. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles or catchlines for articles, sections, or subsections herein are used for ease in reading this Agreement, and the subtitles or catchlines do not form a substantive part of this Agreement for purposes of interpretation. This Agreement shall be liberally interpreted to achieve its goals and purposes.

8. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations, and statements, oral or written, are superseded by this Agreement.

9. Authority. The parties each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The Parties hereby represent, warrant, and covenant this Agreement constitutes a legal, valid, and binding contract enforceable by the Parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

10. Other Agreements. The parties hereby agree that any previously effective joint planning agreements shall be terminated as of the Effective Date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amended Agreement and Restated Joint Planning Agreement on the respective dates under each signature.

COUNTY

ATTEST:
Board of County Commissioners

LAKE COUNTY, FLORIDA, through its

Gary Cooney, Clerk
Board of County Commissioners
Of Lake County, Florida

Leslie Campione, Chairman

This _____ day of _____, 2025.

Approved as to form and legality:

Melanie Marsh
County Attorney

CITY OF MOUNT DORA, FLORIDA

By: _____
James L. Homich Mayor

This ____ day of _____, 2025.

Attest:

By: _____
Jeanann Hand, Clerk

APPROVED AS TO FORM AND LEGALITY
AS TO CITY OF MOUNT DORA ONLY.

Patrick Brackins/Andrew J. Hand, City Attorney

Exhibit “A”
City of Mount Dora and Lake County Joint Planning Area (JPA) Map

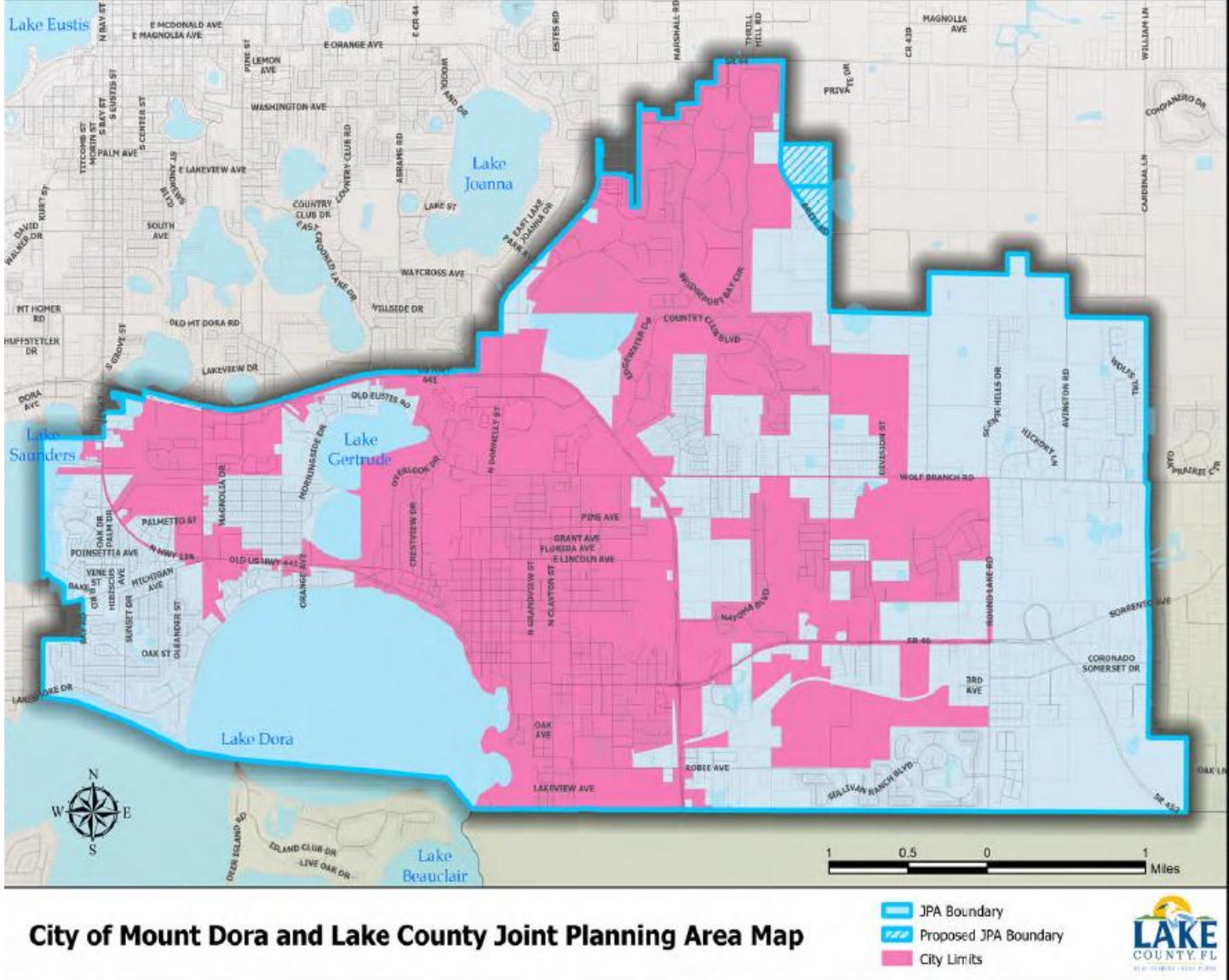


Exhibit B
Lake County and City of Mount Dora Maintained Streets Concept Map

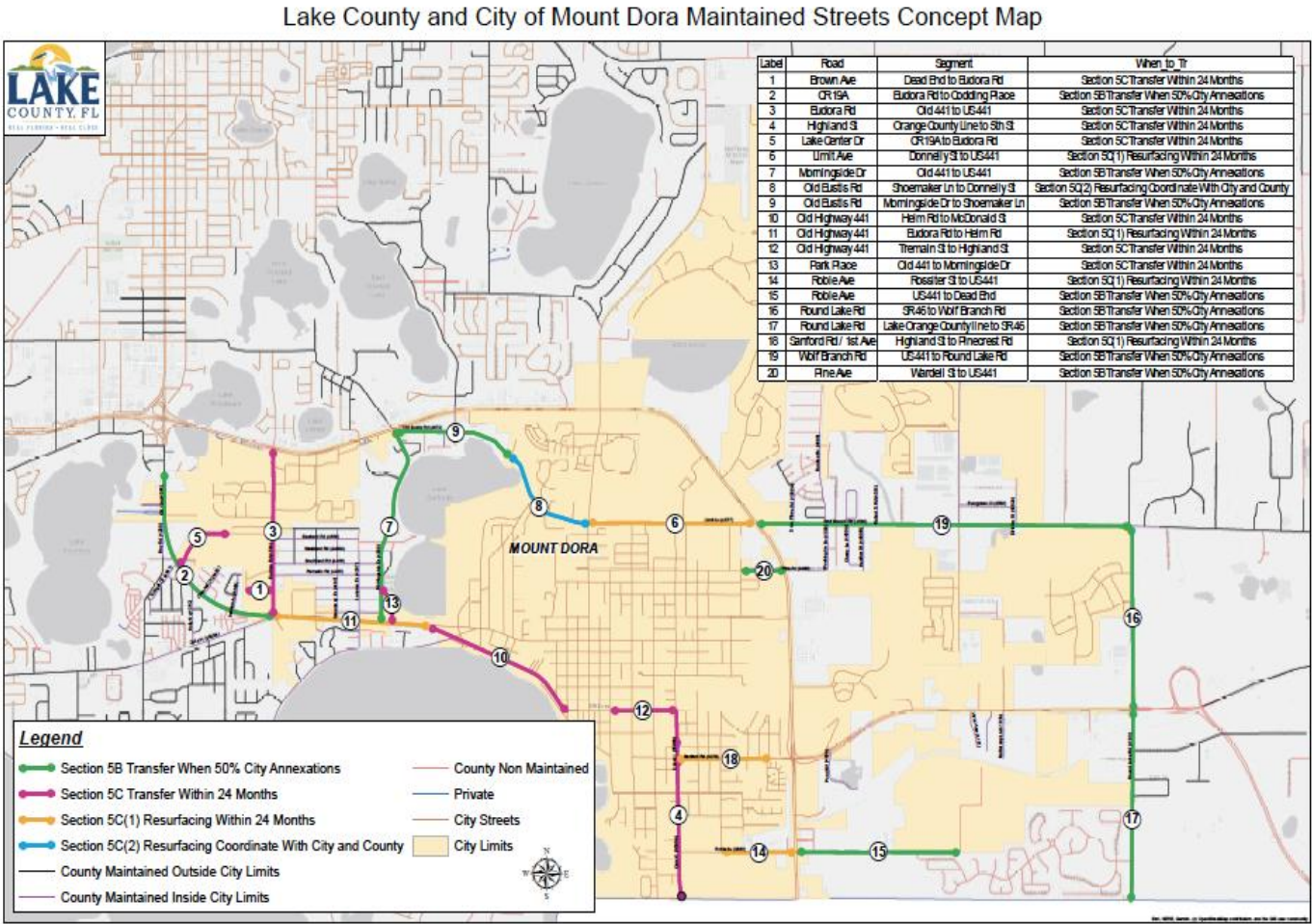


Exhibit "C"
New Collector Roadway Map

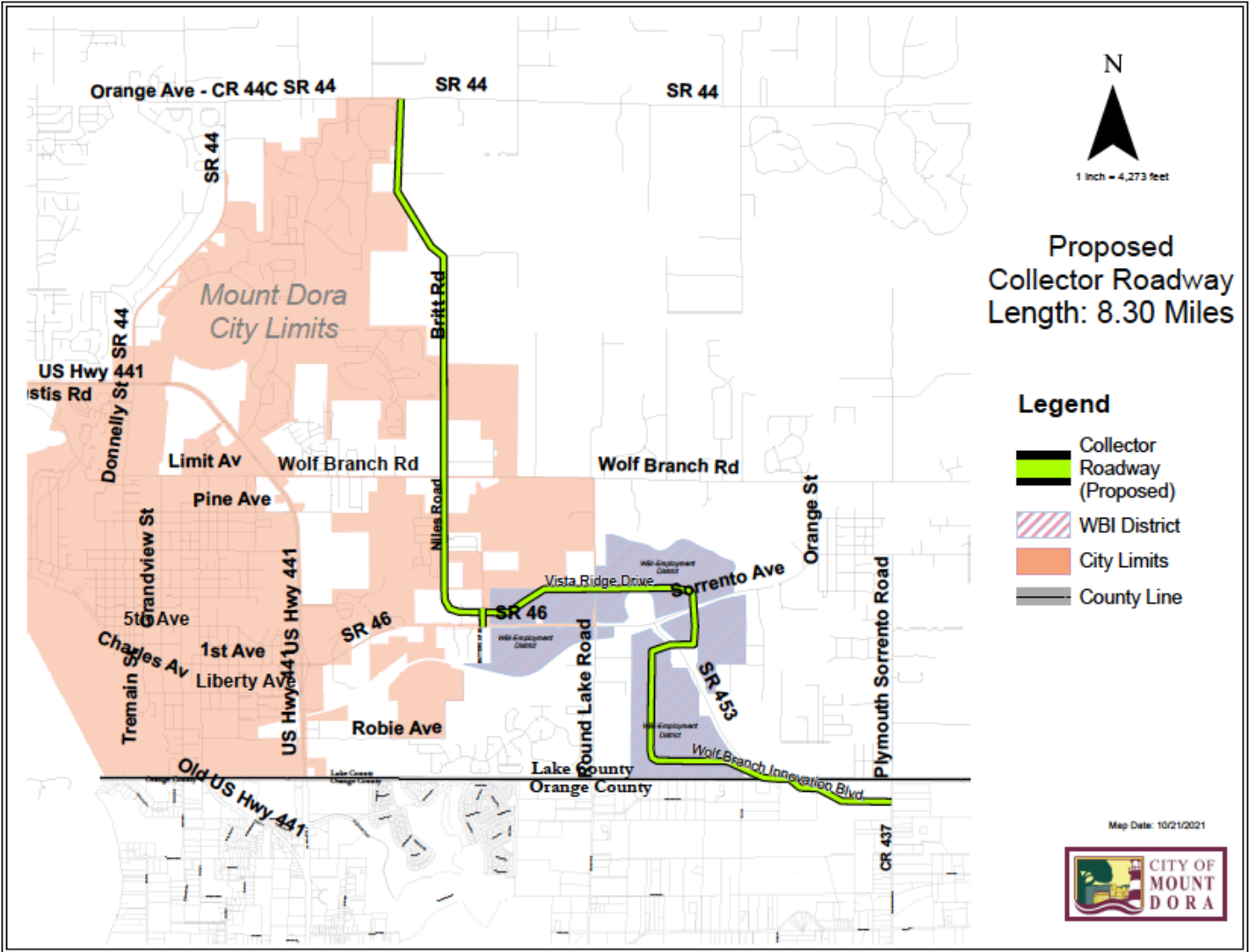


Exhibit "D"
Employment Center Map

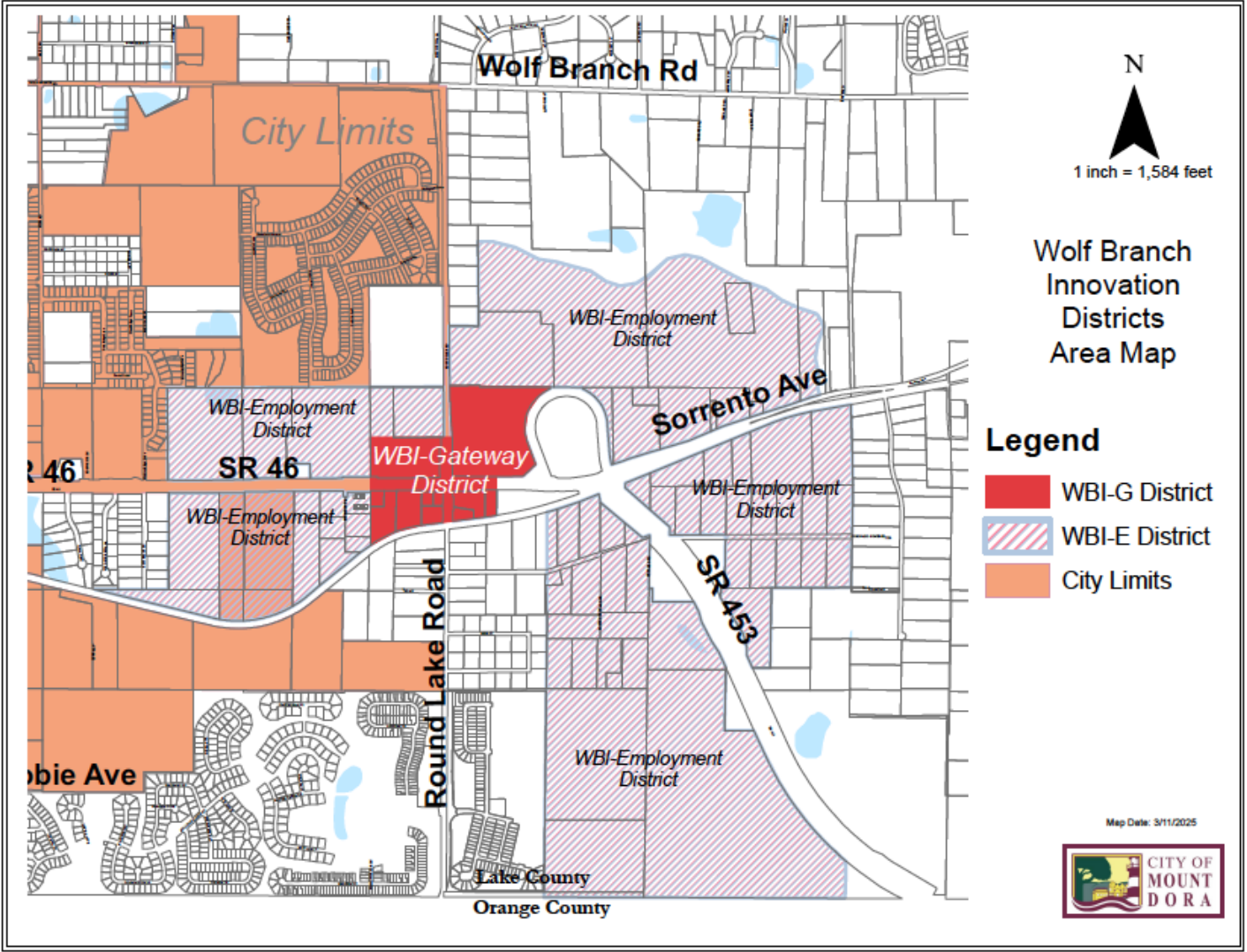
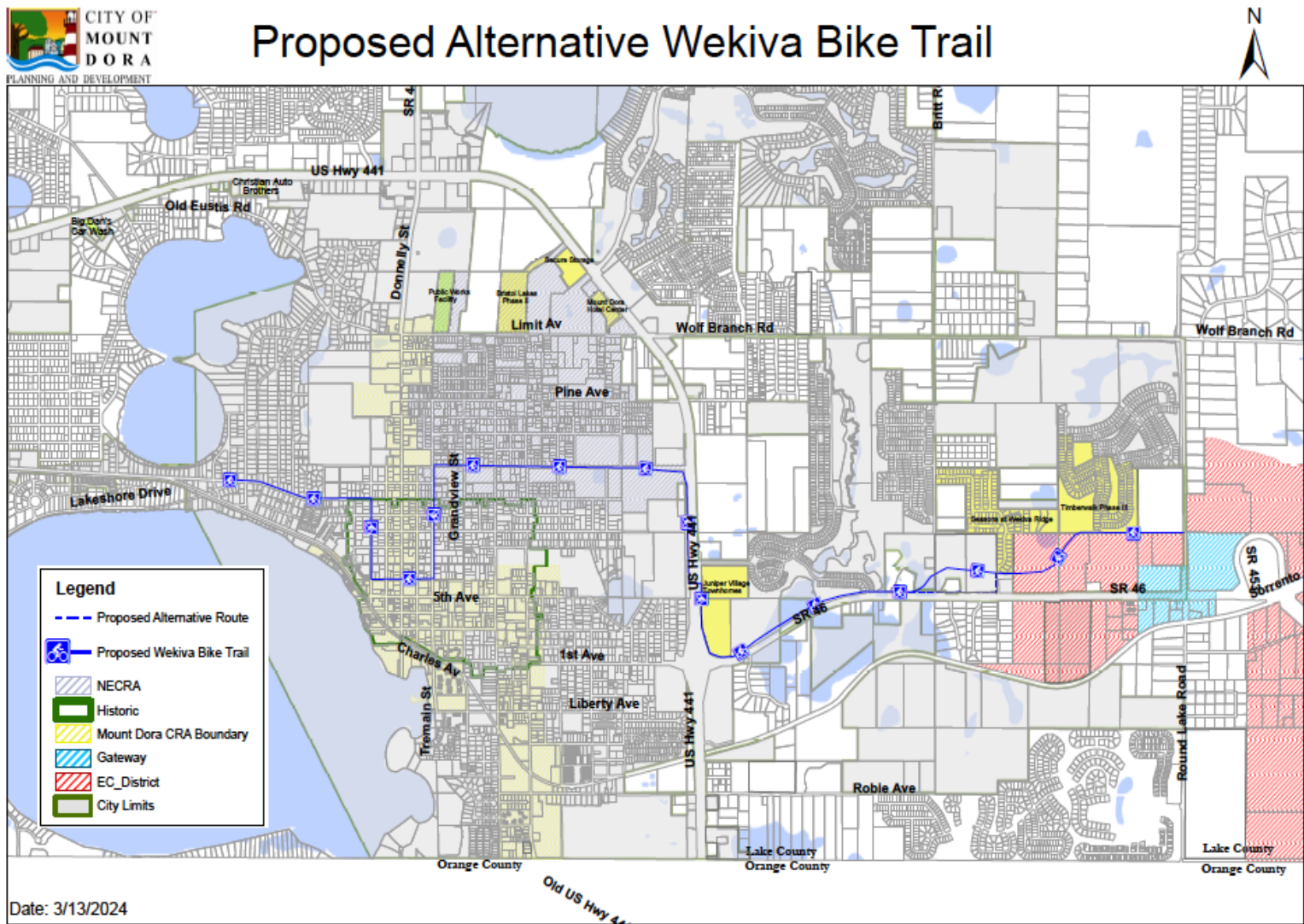


Exhibit "E"
Wekiva Trail Map





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

DATE: June 3, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with Halff Associates, Inc. for the Engineering Design, Permitting, Bid Assistance, Construction Administration, and Project Management for the Expansion of Wastewater Treatment Plant No. 2

Introduction:

This is a request for City Council to approve a task authorization with Halff Associates, Inc. for the engineering design, permitting, bid assistance, construction administration, and project management for the expansion of Wastewater Treatment Plant No. 2.

Discussion:

The Wastewater Treatment Plant No. 2 has a permitted capacity of 1.5 million gallons per day. Current average flows to the facility represent about 50% of the facility's capacity.

There are about 1.2 million gallons of commitments, for approved developments, that would send additional flow to the facility. The sum of the commitments and the current flows exceed the capacity of Wastewater Treatment Plant No. 2.

This Task Authorization is for the engineering design, permitting, bid assistance, construction administration, and project management for the expansion of Wastewater Treatment Plant No. 2 in order to have sufficient capacity.

Budget Impact:

This project has been budgeted under 425-5555-580-63-01 (WWTP#2 - New Mirror Plant, Eng/Design). Extra funds will be added during the FY25-26 budget process as needed, using the Wastewater Impact Fee fund (422).

Strategic Impact:

Objective 2.4 Sustain City Infrastructure

Recommendation:

City Council approve task authorization with Halff Associates, Inc. for the engineering design, permitting, bid assistance, construction administration, and project management for the expansion of Wastewater Treatment Plant No. 2

Attachment(s):

1. Mount Dora WWTP 2 Expansion Design Scope 5.15.25

Prepared by: Bill Mitchell, City Engineer

Reviewed by: Bill Mitchell, City Engineer

Andrew Marsian, Director of Utilities and Plant Operations

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 5/19/2025

Approved - 5/19/2025

Approved - 5/19/2025

Approved - 5/20/2025

Approved - 5/28/2025

Approved - 5/28/2025

Final Approval - 5/28/2025



**HALFF ASSOCIATES, INC.
AGREEMENT FOR THE PROVISION
OF LIMITED PROFESSIONAL SERVICES**

CITY Contact and Title: Andrew Marsian, Director of Utilities and Plant Operations

Agreement Date: 5/15/2025

Business Name: City of Mount Dora

Address: 900 North Donnelly Street, Mount Dora, Florida 32757

Phone: 352-735-7100 Ext. 1835

E-Mail: marsiana@cityofmountdora.com

Contract #: RFQ# 24-UT-012

Project Name: Wastewater Treatment Plant No. 2 Expansion

Task Work Order No. 2: Engineering Design

Project City, County, Zip Code: Mount Dora, Florida, 32757

Halff Associates, Inc. (CONSULTANT) is pleased to submit our proposal to provide professional services for Mount Dora (CITY) regarding the above referenced project. The abbreviated project background, scope of services, deliverables, schedule, excluded services and compensation are as follows:

Section I. BACKGROUND

The CITY has requested engineering services for the design of the expansion of Wastewater Treatment Plant No. 2. The CONSULTANT previously prepared a State Revolving Loan Fund Planning Document for the expansion of the WWTP that included a recommended alternative that is the basis of the design.

Section II. SCOPE OF SERVICES

The CONSULTANT is pleased to submit for your approval the following professional services proposal for engineering design services for the expansion of Wastewater Treatment Plant (WWTP) No. 2.

Continuing growth within the City's wastewater service area is projected to increase wastewater flows beyond the currently permitted WWTP capacity of 1.5 MGD. The design of the expansion of the WWTP will also incorporate advanced wastewater treatment processes in order to comply with increasingly stringent effluent water quality limits.

The expansion of WWTP No. 2 will include improvements as recommended in the State Revolving Fund Planning Document for Wastewater Treatment Plant No. 2 Expansion prepared by the CONSULTANT in April 2025, including:

- A new headworks structure, including one mechanical fine screen with washer and compactor, one bar rack, a grit removal system, and an odor control system.
- Expansion of the existing influent equalization tank, replacement of the mixing system, and an odor control system.
- Conversion of the existing biological treatment process to a five-stage Bardenpho process, including the addition of anaerobic, second anoxic, and reaeration basins, the replacement of the aerators, mixers, gates, and controls in the existing process, and structural repairs to the existing concrete process tanks.



- Two new five-stage Bardenpho biological process basins consisting of anaerobic zones, first anoxic zones, oxidation ditches, second anoxic zones, and reaeration zones.
- Four new secondary clarifiers and a new mixed liquor suspended solids splitter box to evenly split flow between the clarifiers.
- New disk filtration system.
- New covered chlorine contact basin and effluent transfer pump station and plant water pump station.
- Modification of the existing reclaimed water ground storage tank to add a parapet wall around the top of the tank to collect stormwater for supplement reclaimed water supply.
- Expansion of the existing reclaimed water high service pump station, including piping modifications, replacement of the existing pumps, and the addition of two new pumps.
- Replacement of the positive displacement blowers serving the existing sludge holding tank with three new blowers, and structural repairs to the existing sludge holding tank.
- Two new screw presses located on an elevated platform to discharge into roll-off containers below, including two sludge feed pumps and polymer makeup and feed systems.
- New chemical storage and feed structure consisting of a concrete secondary containment structure covered by a canopy housing sodium hypochlorite, supplemental carbon, and coagulant bulk storage tanks and metering pump skids.
- Two new electrical buildings to house electrical gear associated with the expansion.
- Replacement of the existing emergency generator with two new emergency generators, and a new diesel fuel storage tank, and modifications to the existing generator room.
- Modifications to the existing in-plant lift station including structural repairs to the existing wetwell, and replacement of the existing pumps and control panel.
- Conversion of the existing air compressor room into a restroom and enclosing the existing sodium hypochlorite storage tank room to provide climate control.
- A new ventilated pre-engineered metal maintenance and storage building. Plumbing, heating, and air conditioning will not be provided for the building.
- Site paving, grading, and drainage, including modification of the existing stormwater ponds and new stormwater ponds as required.

The CONSULTANT will provide services utilizing professional and technical personnel to perform the following design services:

A. Phase 100 Preliminary Investigation

- The CONSULTANT will prepare a topographic survey of the fenced area of the project sites, Lake County Alternate Key 1048460, and the full limits of Lake County Alternate Key 3902825, in accordance with Section 5J-17, Florida Administrative Code, the Standards of Practice for land surveying in the State of Florida. All improvements including existing above ground structures, and storm drainage and sanitary sewer manholes and structures will be located on the survey. Spot elevations will be depicted sufficiently to develop a 1-foot digital terrain model. Vertical control will be established based on the 1988 North American Vertical Datum (NAVD) including two benchmarks for use during construction. Trees will be located and shown on the survey. All trees will have DBH and common name listed on survey. Geotechnical borings will also be flagged and located on the survey.
- The CONSULTANT with subcontract with Andreyev Engineering, Inc. to conduct a geotechnical investigation and evaluation to assess the subsoil and groundwater conditions at the project site, and to provide recommendations for the design of the foundation of the proposed tanks



and other structures and recommendations of aquifer parameters for the design of the existing and proposed stormwater retention system. The scope of the geotechnical evaluation will include up to 61 Standard Penetration Test (SPT) borings, seven power auger borings, seven Shelby tube permeability test tube samples, and laboratory corrosion series tests. A geotechnical engineering report will be developed that includes the data collected, as well as engineering recommendations for shallow foundation design for the proposed structures, and aquifer parameters for the recovery analysis of the existing and proposed stormwater retention ponds.

B. Phase 200 Preliminary Design

The CONSULTANT will prepare a Preliminary Design Report in accordance with the requirements of 62-620, FAC. The report will include wastewater flow and load projections, proposed effluent limits, an assessment of the existing conditions at WWTP No. 2, and technical information, design criteria for the proposed improvements, a preliminary opinion of probable construction cost and a proposed construction schedule. The Preliminary Design Report will be accompanied by 30% design drawings that include process flow diagrams, hydraulic profile, process mass balance, proposed site plan, grading, paving, and drainage plans, yard piping plans, electrical single line diagrams, and process and instrumentation diagrams.

The CONSULTANT will submit a draft Preliminary Design Report to the City for review. Comments received on the draft report will be incorporated into the final Preliminary Design Report that will be used for permitting the proposed improvements with FDEP.

C. Phase 300 Final Design

The CONSULTANT will prepare final design drawings and specifications for the proposed improvements to WWTP No. 2. Bailey Engineering Consultants, Inc. will be subcontracted to perform electrical and instrumentation design. CPH Consulting, LLC will be subcontracted to provide structural and architectural design. V&A Consulting Engineers, Inc. will be subcontracted to provide design of the odor control systems.

Design drawings and specifications will be developed in accordance with the Florida Department of Environmental Protection regulations. Specifications will be prepared in the 16 Division CSI format. Front-end Division 0 bid documents are assumed to be provided by the City. Progress submittals will be provided at 60%, 90%, and 100% design milestones, including an updated opinion of probable construction cost. Comments received from the City at each progress milestone will be incorporated into the next submittal.

D. Phase 400 Permitting

The CONSULTANT will prepare applications and make submittal for the following permits anticipated to be required for the construction of the project:

- FDEP Wastewater Facility or Activity Permit Application – General Information – Form 1
- FDEP Wastewater Permit Application Form 2A for Domestic Wastewater Facilities
- FDEP Environmental Resources Permit
- City of Mount Dora Site Plan Permit



The CONSULTANT will conduct pre-application meetings, attend Development Review Committee Meetings, and respond to requests for additional information as required during the permitting process. Payment of permit fees is not included in the scope of work and is the responsibility of the City.

The CONSULTANT will prepare an updated Operation and Maintenance Manual for the expanded WWTP, as well as an updated Reclaimed Water Operating Protocol in accordance with FDEP permit requirements. Drafts of the Operation and Maintenance Manual and Operating Protocol will be provided to the City for review. Comments received will be incorporated into the final documents for submission to FDEP.

E. Phase 500 Bidding Assistance

The CONSULTANT will provide the following services during bidding:

- Attend and conduct the pre-bid meeting, and compile and distribute meeting notes.
- Prepare addenda and responses to questions received from bidders.
- Review bids, prepare the bid tabulation, and make a recommendation of award of the construction contract.
- Prepare conformed documents.

F. Phase 600 Construction Administration

The CONSULTANT will provide construction administration services including:

- Attend and conduct the pre-construction meeting, and compile and distribute meeting notes.
- Attend and conduct monthly construction progress meetings, and compile and distribute meeting notes.
- Review shop drawing submittals.
- Respond to requests for information (RFIs).
- Review change order requests.
- Observe construction progress weekly.
- Prepare a project punch list and verify its completion.
- Certify substantial and final completion.
- Review Contractor Applications for Payment

Note: Construction administration is assumed to occur over a 36-month construction period. In the event that the construction duration exceeds 36 months additional construction administration fees may be required.

G. Phase 700 Project Management

- The CONSULTANT will prepare monthly progress reports, including data needs, pending decisions, activities completed in the prior month, activities planned for the upcoming month, and an updated project schedule. The CONSULTANT will meet with the City monthly to review the progress reports and overall status of the project.
- The CONSULTANT will conduct internal technical reviews of the Preliminary Design Report, 30% drawings, 60% drawings and specifications, and 90% drawings and specifications.



- KAM Consulting will be subcontracted to provide value engineering and constructability reviews at each milestone of the project.
- The CONSULTANT will subcontract with CPH Consulting, LLC to provide third-party QA/QC reviews at each milestone of the project.
- The CONSULTANT will conduct a project kick-off meeting, Preliminary Design Report and 30% design review meeting, 60% design review meeting, and 90% design review meeting. Meeting notes will be prepared and distributed to the City after each meeting.
- The CONSULTANT will conduct monthly progress review meetings with the City during the design phase of the project.

H. Phase 9999 Reimbursables

Costs for reimbursables, including printing, copying, blueprints, binding, FedEx, etc., shall be billed at cost plus 10% per Agreement, Section VII Compensation.

Section III. DELIVERABLES

- Topographic Survey
- Geotechnical Report
- Preliminary Design Report and 30% Design Drawings
- 60% Design Drawings and Specifications
- 90% Design Drawings and Specifications
- 100% Design Drawings and Specifications
- Permit Applications and Supporting Documentation As Applicable

All drawing submittals will be in .pdf format on 24x36 sheets. All specifications will be in .pdf format. Final documents will be signed and sealed digitally by a Florida registered professional engineer.

Section IV. SCHEDULE

CONSULTANT shall perform its services and discharge the obligations in a prompt and timely manner and as expeditiously as is consistent with professional skill and care and the orderly progress of the work. The CITY will be consulted in connection with the performance hereunder. A design schedule will be created in MS Project and provided to the CITY within 15 working days following formal notice to proceed. A proposed design schedule is presented below:

- Preliminary Investigation – Three months from Notice to Proceed
- Preliminary Design – Seven months from Notice to Proceed
- Final Design – Twelve months from completion of Preliminary Design
- Permitting – Six months from completion of Preliminary Design
- Bidding Assistance – The bid period is assumed to be three months
- Construction Administration – The construction duration is assumed to be 36 months

Section V. SUPPLEMENTAL SERVICES

Services authorized in writing by the CITY other than those specifically listed in the Scope of Services, and which are agreed to be performed by CONSULTANT by written addenda to this Agreement shall be considered Additional Services for which the CITY shall compensate CONSULTANT at an agreed upon lump sum fee or CONSULTANT hourly rates. This may include the following:



- Funding support
- Additional alternatives evaluation
- Off-Site Design or Permitting
- Landscaping and irrigation system design
- Environmental assessment
- Modifications to existing buildings beyond those described in the scope of work.
- GIS Database Development
- Payment of permit application fees.
- Changes to design following approval of the 30% preliminary design may be subject to additional fees.

Section VI. METHOD OF COMPENSATION

Reimbursable costs shall be billed at cost plus 10% with a not-to-exceed fee of \$30,000.00. All other services described shall be provided at lump sum fees. Fees for all described services shall be provided at the Total Fee of **\$7,684,970.00**

FEE SUMMARY

PHASE NO.	TITLE	AMOUNT
PHASE 100	Preliminary Investigation	\$ 178,400.00
PHASE 200	Preliminary Design	\$ 1,041,860.00
PHASE 300	Final Design	\$ 2,621,320.00
PHASE 400	Permitting	\$ 384,220.00
PHASE 500	Bidding Assistance	\$ 109,800.00
PHASE 600	Construction Administration	\$ 2,437,050.00
PHASE 700	Project Management	\$ 882,320.00
PHASE 9999	Reimbursables	\$ 30,000.00
TOTAL		\$ 7,684,970.00



Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

APPROVED

Engineer: Halff Associates, Inc.
Signature: 
Name: Robert Ern, Jr., P.E.
Title: W/WW Deputy Practice Leader, VP
Date: May 15, 2025

Signature: 
Name: Mark Lewellyn, Jr.
Title: Florida Operations Leader, SVP
Date: May 15, 2025

APPROVED

Client: City of Mount Dora
Signature: _____
Name: _____
Title: _____
Date: _____



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

DATE: June 3, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request for Code Lien Waiver or Reduction for 1746 N. Highland Street

Introduction:

Requesting a waiver or reduction of the lien for the property located at 1746 N. Highland St, owned by Solomon Jones Jr., under case no. 2024-0170.

Discussion:

The property located 1746 N. Highland Street, owned by Solomon Jones Jr., was found in violation of multiple City of Mount Dora Codes on November 13, 2024, under Case No. 2024-0170. The property was brought into compliance on April 8th, 2025. The violations that were found in violation were Land Development Code Section 3.5.8 Fence Requirements, Code of Ordinances Section 26-87 Excessive growth of grass, weeds, and brush on property and Property Maintenance Code Section 304.2 Protective Treatment. The total on the lien is \$12,800.

With the three violations, two of them complied on April 7th, 2025 and the last one complied on April 8th. Per the order from the dates of Jan 12, 2025 to compliance date April 7, 2025 = 85 days. Two of those violations (\$50) each are now \$100. So 85 days times \$100 = \$8,500.

The last violation came into compliance on April 8th, 2025. Per the order from Jan 12, 2025 to compliance date of April 8, 2025 = 86 days. \$50 times 86 days = \$4,300
\$8,500 for two of the violations plus the \$4,300 for the last violation equals a total lien of \$12,800.

Attached are the relevant case files, orders and the presentation from the Magistrate hearing. Costs incurred to date on this property as a result of these code violations are \$1,900.00.

Budget Impact:

Lien value of \$12,800. Costs incurred to date on this property as a result of these code violations are \$1,900.

Strategic Impact:

Quality of place. Overall appearance of the City. Quality of life for our residents.

Recommendation:

City Council review the documentation and determine an appropriate reduction or waiver.

Note: Actions for reduction of fines under Case No. 2024-0170 must be paid within 30 days to the City of Mount Dora. Failure to make payment within this time-frame will result in payment of the full amount.

Attachment(s):

1. ATTACHMENT #1 Solomon Jones Code Fine Request
2. ATTACHMENT #2 Order Imposing Fine
3. ATTACHMENT #3 Finding of Fact - Initial Court Hearing
4. ATTACHMENT #4 Affidavit of Compliance
5. ATTACHMENT #5 2024 Powerpoint 1746 N Highland Street

Prepared by: Adam Sumner, Planning Director
Reviewed by: Adam Sumner, Planning Director
Matthew Dodson, Budget Officer
Jennifer Gates, Accounting Manager
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/27/2025
Approved - 5/27/2025
Approved - 5/27/2025
Approved - 5/28/2025
Approved - 5/28/2025
Final Approval - 5/28/2025

ATTACHMENT #1

Sumner, Adam

From: Solomon Jones <solojr011@gmail.com>
Sent: Wednesday, May 21, 2025 2:33 PM
To: Sumner, Adam
Subject: Fines on code violation

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

To the city of Mount Dora City manager Vince Sandersfield. My name is Solomon Jones Jr. I reside at 1746 N Highland St Mt Dora. I'm writing this email to requesting a reduction or removal of fines place on the property. I was contacted by the city at the end of 2024 and the beginning of 2025 about some city violations. Must occurred doing hurricane Helen and Milton. Doing hurricane Helen I was injured doing the storm my right arm was cut by a flying door in the wind and the soil that we were working in was contaminated with arsenic that my right arm useless for 6 months. Yes i Spoke to Tara and co compliance. I also received the notices but summat the meetings. I could not attend because I was a 100 away from mouth Dora. But as soon as I could I brought the codes into compliance please accept my apologies it in means in been disrespectful to the city.

ATTACHMENT #2

Return this Instrument to:

City of Mount Dora, Office of City Manager
510 N. Baker Street
Mount Dora, Florida 32757
Tax Parcel Identification Number: 30-19-27-2100-061-00100
Alt. Key Number: 1797331

**IN AND FOR THE CITY OF MOUNT DORA,
LAKE COUNTY, FLORIDA**

CITY OF MOUNT DORA,

Petitioner,

CASE NO: 2024-0170

CITY OF MOUNT DORA

v.

JONES SOLOMON & MARY L MURRAY-JONES

Respondents

JONES SOLOMON & MARY L MURRAY-JONES
1746 N HIGHLAND ST
MOUNT DORA, FL 32757

____ Respondent Present
☒ Respondent Not Present
____ Represented by Counsel or Other
Name of Representative _____
Written Authorization Received _____
Relationship _____

ORDER IMPOSING FINE & CREATING LIEN

THIS CAUSE having come before the undersigned Magistrate on the 13th day of February, 2025, and said Magistrate having heard testimony, accepted evidence and being otherwise fully advised in the premises hereof, finds as a matter of fact that the Respondent continues to be in violation of its Finding of Fact/ Conclusion of Law/Order dated November 13th, 2024.

The compliance date set forth for violation number two (2) was the 12th of January, 2025, the total accrued lien amount as of today is, \$1,250.00 (25 days x \$50.00) which will continue to accrue until the property is in compliance with its finding of fact.

The compliance date set forth for violation number three (3) was the 12th of January, 2025, the total accrued lien amount as of today is, \$1,250.00 (25 days x \$50.00) which will continue to accrue until the property is in compliance with its finding of fact.

The compliance date set forth for violation number four (4) was the 12th of January, 2025, the total accrued lien amount as of today is, \$1,250.00 (25 days x \$50.00) which will continue to accrue until the property is in compliance with its finding of fact.

ATTACHMENT #2

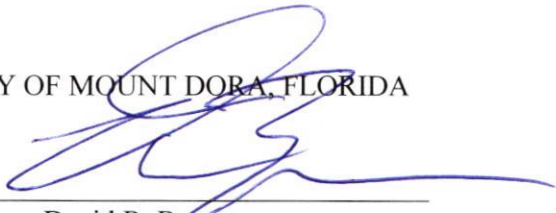
Amount is hereby imposed and upon recordation of a certified copy of this order shall constitute a lien against the real and personal property of the respondent, in accordance with Chapter 162, Florida Statutes.

It shall be the responsibility of the respondent to contact the Code Compliance Department when the property is in compliance and ready for inspection.

Property Owner: Solomon Jones & Mary L. Murray- Jones
Address: 1746 N. Highland Street Mount Dora, FL 32757
Alternate Key: 1447283
Parcel Number: 29-19-27-0002-000-06200

DONE AND ORDERED this 13th day of February, 2025.

CITY OF MOUNT DORA, FLORIDA

By: 

David R. Bear
Code Compliance Magistrate

ATTEST:

Tarra Hernandez
Code Compliance Inspector

Copies To:
Code Compliance Division
Respondent Received Copy_____
Respondent Mailed Copy_____

ATTACHMENT #3

Return this instrument to:
City of Mount Dora, Office of City Manager
510 N. Baker Street
Mount Dora, Florida 32757
Tax Parcel Identification Number: 29-19-27-0050-134-00005
Alt. Key Number: 1467268

IN AND FOR THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA

CITY OF MOUNT DORA.

Petitioner.

CASE NO: 2024-0170

V.

JONES, SOLOMON JR..

Respondents

JONES, SOLOMON JR.
1746 N. HIGHLAND ST.
MOUNT DORA, FL 32757

☐ Respondent Present
☒ Respondent Not Present
☐ Represented by Counsel or Other
Name of Representative _____
Written Authorization Received _____
Relationship _____

FINDING OF FACT/ CONCLUSION OF LAW/ ORDER IMPOSING FINE

THIS CAUSE having come before the undersigned Magistrate for the City of Mount Dora on the 13th day of November, 2024, and said Magistrate having heard testimony, accepted evidence and being otherwise fully advised in the premises hereof finds as a matter of fact that the above named Respondents were properly noticed of the subject proceeding and are found to have violated of the following City of Mount Dora Code(s):

International Property Maintenance Code, Section 304.3.- Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall not be less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

Land Development Code, Section 3.5.8. Fence Requirements. 1. Types of fences. Fences shall be either wood, chain-link, vinyl, concrete masonry wall design, brick, wrought or ornamental iron or

ATTACHMENT #3

decorative wire. Barbed wire fences may be constructed in industrial and greenbelt zoning districts with the approval of the zoning official. Barbed wire fences may be used on fences in excess of six feet in height around retention ponds, commercial pools, lift stations, substations and any local, state and federal land uses where applicable, with the approval of the zoning official. 2. *Height of fences.*

a. Fences in single-family and duplex residential zoning districts shall be limited to six feet in height in the rear yard, side yard and street side yard and four feet in the front yard. Fences four feet or greater in height cannot be installed within the street side yard setback as established by the zoning district.

b. Where an existing single-family or duplex residential dwelling is located adjacent to existing multi-family structure the side and rear fence height shall be limited to eight feet in lieu of the six feet fence height listed above.

c. In all other commercial, WBI-E, WBI-G and PLI zoning districts, the fences shall be limited to eight feet in height along the side and rear property line and four feet in front yards.

3. *Property lines.* Fences may be constructed along the property line of the lot.

Damage to city-owned utilities, such as water, electric and sewer, during fence installation shall be repaired immediately at the expense of the property owner. Furthermore, the city may enter the easement area without prior notice to make any repairs and maintenance it deems necessary and shall not be responsible for any damage to the fence in the easement area.

Sec. 26-86. - Accumulations of trash, junk, debris and nonliving plant material on property.

(a) Subject to subsection (b) of this section, no owner, agent, custodian, lessee or occupant of property shall permit the accumulation of trash, junk, debris, or nonliving plant material on any exterior portion of the property, including the exterior portion of any building located thereon. Accordingly, such owner, agent, custodian, lessee or occupant shall maintain and keep the property free of accumulation of trash, junk, debris, and nonliving plant material.

(b) Subsection (a) of this section shall not be construed to prohibit any of the following:

1) The storage of trash, junk, debris and nonliving plant material in garbage containers which comply with all applicable ordinances relating to solid waste collection;

(2) The storage of nonliving plant material in compost bins; or

(3) Keeping wood on the property for use as fuel, provided such wood is piled, stacked, bundled, or corded and the area surrounding the piles, stacks, bundles or cords shall be free of excessive growth of grass, weeds, brush and branches.

International Property Maintenance Code, Section 304.2. – Protective treatment. Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting, or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit rust and corrosion. Oxidation stains shall be

ATTACHMENT #3

removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Said violation(s) involve that property located at 1746 N. Highland St., Mount Dora, Lake County, Florida [Tax Parcel Identification #29-19-27-0002-000-06200 ; Alt Key #1447283] (Property).

Respondents are hereby ordered to bring the Property into compliance with the aforementioned City Code(s) by: 1) placing proper house numbers on the residence on or before 8:00a.m. on December 13, 2024; 2) removing all junk, debris and non-living plant material from the Property on or before 8:00a.m. on January 12, 2025; 3) Painting the areas of faded, chipping, and deteriorating paint on the outside of the residence on or before 8:00a.m. on January 12, 2025; and 4) repairing the deteriorated fence no later than 8:00a.m. on January 12, 2025. Failure to comply by the dates specified here-in will result in the assessment of a civil penalty in the amount of \$50.00 per day each for any violation that continues beyond the time required here for cure.

RESPONDENT MUST CONTACT THE CODE COMPLIANCE INSPECTOR LISTED BELOW TO ARRANGE A DATE AND TIME FOR INSPECTION IN ORDER TO VERIFY COMPLIANCE. COMPLIANCE MUST BE VERIFIED IN PERSON AND WILL NOT BE VERIFIED UNTIL RESPONDENTS CONTACT:

Tarra Hernandez, Code Compliance Inspector
510 N. Baker Street
Mount Dora, Florida 32757
Phone: (352) 735-7100 Ext 1716

A Compliance Hearing related to this matter is scheduled for:

10:00 a.m., on February 13, 2025, and shall be held to determine Respondents' compliance within this Order, if the property does not come into compliance by the given date above. This public hearing will be held at:

Mount Dora City Hall
510 N. Baker Street
Mount Dora, Florida 32757

It shall be the responsibility of the respondents to provide an interpreter. If translation is required for any City of Mount Dora Code Compliance Magistrate proceeding.

If you are a person with a disability who needs any accommodation in order to participate in any City of Mount Dora Code Compliance Magistrate proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Catherine Hutcheson (352-735-7112 Ext. 1701 or hutchesonc@mountdora.gov), at least seven (7) days before your scheduled appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days.

Any person wishing to appeal any decision made by the magistrate with respect to any matter considered at such hearing will need a record of the proceeding, and for such purposes, 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.

ATTACHMENT #3

IF THE RESPONDENT DOES NOT COMPLY WITHIN THE TIME SPECIFIED ABOVE THE FINE WILL BEGIN TO ACCRUE AND A COPY OF THIS ORDER AND AN ORDER RATIFYING THE CONTINUED VIOLATION SHALL BE RECORDED IN THE PUBLIC IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. AND ONCE RECORDED, SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY UPON WHICH THE VIOLATION EXISTS AND UPON ANY OTHER REAL AND/OR PERSONAL PROPERTY, OWNED BY RESPONDENT, UNTIL SUCH TIME AS SAID LIEN IS SATISFIED OR EXPIRES PURSUANT TO FLORIDA LAW.

In order to fully satisfy any fine imposed in accordance with this Order, applicable recording fees will be charged.

ANY FUTURE VIOLATION, OF THE SAME CODE OR ORDINANCE AS SET FORTH HEREIN, BY THE ABOVE NAMED RESPONDENT REGARDLESS OF THE PROPERTY LOCATION IN THE CITY'S JURISDICTION AND WHICH OCCURS WITHIN A PERIOD OF 5 YEARS FROM THE DATE HEREOF MAY BE CHARGED AS A REPEAT VIOLATOR SUBJECT TO A PENALTY OF UP TO \$500.00 PER DAY PER VIOLATION.

DONE AND ORDERED this 13th day of November, 2024.

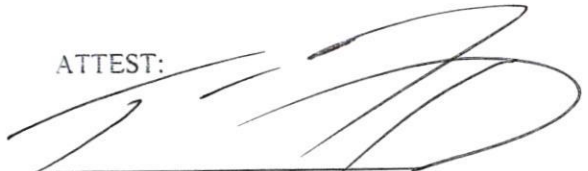
CITY OF MOUNT DORA, FLORIDA

By: 

David R. Bear

Code Compliance Magistrate

ATTEST:


Tarra Hernandez
Code Compliance Inspector

Copies To:

Code Compliance Division

Respondent Received Copy _____

Respondent Mailed Copy X

ATTACHMENT #4

CODE ENFORCEMENT MAGISTRATE OF THE CITY OF MOUNT DORA, FLORIDA

CITY OF MOUNT DORA,
FLORIDA, a Municipal
Corporation,

CASE NO. E2024-0170

Plaintiff,

Vs.

JONES SOLOMON JR,

Respondent,

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned, personally appeared, Code Compliance Inspector Tarra Hernandez for the City of Mount Dora, Florida, who after being duly sworn, deposes and says:

1. That on, October 8, 2024 the Code Compliance Inspector sent a Notice of Hearing in regard to the active violations to Jones Solomon Jr, the record Owner of the Property, more particularly described in Case Number E2024-0170, attached hereto and incorporated herein but this reference

2. That, pursuant to the Finding of Fact, Respondent was to have taken certain corrective action by no later than the original date of 8:00 a.m. on January 12, 2025, or a Notice of Compliance Hearing would have been scheduled giving a fine of up to \$50 per day for each and every day the violation(s) remained on the property.

3. With a re-inspection on April 7th, 2025 and April 8th, 2025 verified the property is

ATTACHMENT #4

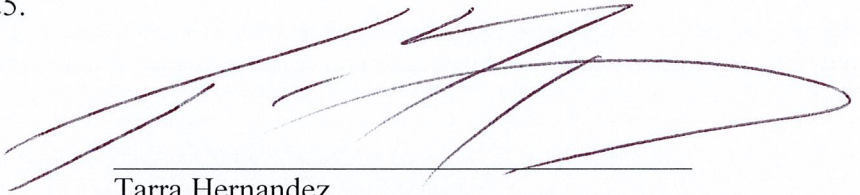
in compliance with the Finding of Fact court order. No further action was required.

That at this time this case is considered closed.

The fines have stopped accruing. Lien on file.

FURTHER AFFIANT SAYETH NOT.

DATED THIS 8th day of April, 2025.

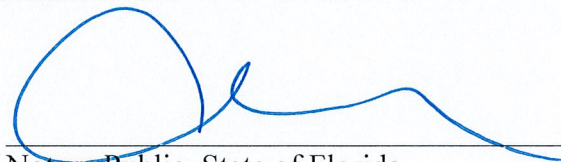


Tarra Hernandez
Code Compliance Inspector
City of Mount Dora, Florida

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing Affidavit was acknowledged before me this 8th day of April,
2025, by Tarra Hernandez, who is personally known to me.



Notary Public, State of Florida

Property described as: 1746 N Highland Street Mount Dora, FL. 32757

Alternate Key No: 1447283

Parcel No.: 29-19-27-0002-000-06200

CITY OF MOUNT DORA, FLORIDA CODE COMPLIANCE VS. JONES SOLOMON JR

CASE NO. 2024-0170: VIOLATION OF NO PREMISES IDENTIFICATION, FENCE
IN DISREPAIR, EXCESSIVE GROWTH OF GRASS/WEEDS, DISCOLORATION
OF HOME EXTERIOR.



CASE BRIEF

ATTACHMENT #5

Code Case #2024-0170

Property Address	1746 N Highland Street. Mount Dora, FL 32757
Property Owner	Jones Solomon Jr
Property Owner Mailing Address	1746 N Highland Street Mount Dora, FL 32757
Complaint	Fence in disrepair, excessive growth of grass/weeds, protective treatment (discoloration of residence exterior).
Code Section(s) Cited	Land Development Code Section 3.5.8 Fence Requirements, Code of Ordinances Section 26-87 Excessive growth of grass, weeds, and brush on property and Property Maintenance Code Section 304.2 Protective Treatment
Respondent/s notified	Yes
Case Commencement	Code Compliance Inspector, Tarra Hernandez
Notice of Violation	August 6, 2024
Notice of Hearing	September 3, 2024
Recommendation	The City requests to impose the Civil Penalty Fine, creating a lien of \$50 per day, per active violation, beginning back to the date of January 12, 2025 as stated in the Order Imposing Fine.

Property Information: Lake County Property Appraiser

PROPERTY RECORD CARD

 Map of Property

 Eagle's Eye View

 Proposed Tax Notice

 Tax Bill

 Print Options

General Information

Name:	JONES SOLOMON JR	Alternate Key:	1447283
Mailing Address:	1746 N HIGHLAND ST MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number:	29-19-27-0002-000-06200
		Millage Group and City:	0MD2 Mount Dora
		2023 Total Certified Millage Rate:	18.3807
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	1746 N HIGHLAND ST MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	BEG AT NW COR OF SW 1/4 OF SE 1/4 OF NE 1/4 OF NW 1/4, RUN E 117.8 FT, S 85.8 FT, W 17.8 FT, S 47.2 FT, W 75 FT, S 65 FT, W 25 FT, N 198 FT TO POB--LESS STREETS-- ORB 5515 PG 568 ORB 5564 PG 1772		

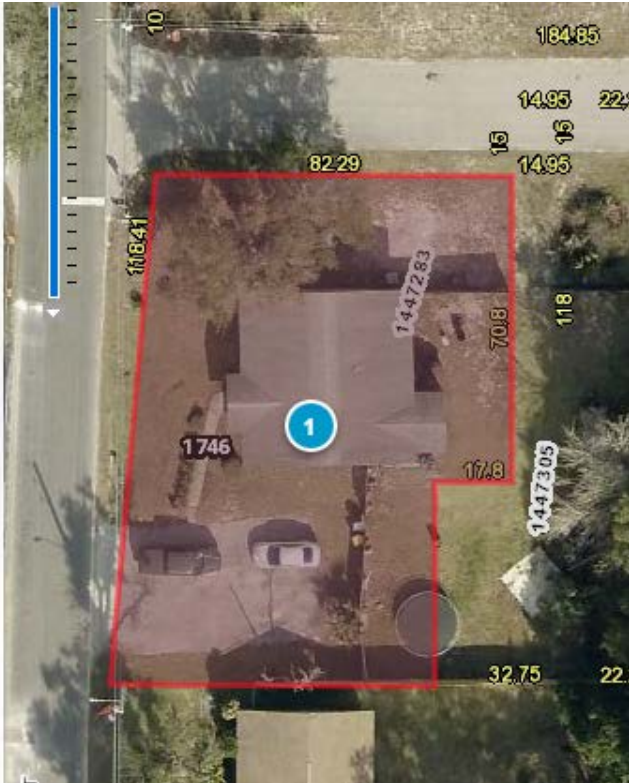
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

☒ Always display results after performing a search, buffer or selection

 DOWNLOAD RESULTS TO CSV/EXCEL

1

1447283
1746 N HIGHLAND ST
Owner: JONES SOLOMON JR
Owner Address: 1746 N HIGHLAND ST,
MOUNT DORA, FL, 32757
[More info](#) [Zoom to](#)
[Property Appraiser](#), [Tax Collector](#), [Building Permits](#), [Public Services](#), [Google Maps](#),
[Street View](#), [EagleView](#), [Bing Bird's Eye](#),
[FEMA Flood Map](#)



Timeline

Date	Event
June 17, 2024	Violation case initiated in BS&A. Courtesy Notice mailed to owner.
August 6, 2024	Notice of Violation mailed certified to owner
September 3, 2024	Notice of Hearing mailed certified to owner. (No recipient available)
September 20, 2024	Notice of Hearing posted to property.
October 8, 2024	Notice of Postponement of Hearing mailed to owner
October 12, 2024	Notice delivered and signed
November 13, 2024	Magistrate Hearing issued Finding of Fact

Timeline

Date	Event
January 10, 2025	Notice of Compliance Hearing (Impose Fine) mailed certified
January 17, 2025	Return Request Receipt (RRR) delivered and signed

Field Inspection Photo(s) – June 6, 2024



Field Inspection Photo(s) – June 6, 2024



Field Inspection Photo(s) – June 6, 2024



Field Inspection Photo(s) – June 6, 2024



Field Inspection Photo(s) Affidavit – June 6, 2024




Signature of Notary

Code Compliance: Courtesy Notice

mailed June 17, 2024



June 17th, 2024

JONES SOLOMON JR
1746 N HIGHLAND STREET
MOUNT DORA, FL 32757

Case Number: E2024-0170

COURTESY NOTICE

Dear Jones Solomon Jr,

I am writing to inform you that a violation of the Code of Ordinances is on the following property located at: **1746 N Highland Street, Mount Dora, FL 32757** in the R-2 Zoning District. The properties are also described as:

Alternate Key: 1447283
Parcel No: 29-19-27-0002-000-06200

The property is **in violation** of the following codes:

Property Maintenance Code ICC – International Code Council - Section. 304.3. – Premises identification. (Address Numbers must be placed on structure/exterior of residence.)
Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall not be less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

Property Maintenance Code ICC – International Code Council - Section 302.7 Accessory structures (Fence in disrepair.)
Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

Land Development Code - Section 3.5.8 (8) Fence Maintenance

Maintenance. Owners of the property where fences are constructed are required to maintain the fence and to keep it in proper working order, and to ensure that it shall be aesthetically pleasing.

The exposed nib end of any chain link fence shall face the ground when within six feet from any sidewalk. Electrically charged fences are prohibited within the city limits.

The city manager or the city manager's designee shall be authorized to order the removal or reduction in height of any fence, wall or other structure which exceeds the height of this code or which constitutes a hazardous obstruction to the vision of vehicle operators upon the streets, roads and alleys of the city, or is designed or constructed in such a manner as to create a hazard to the public. Failure to comply with a directive issued pursuant to this paragraph shall constitute a code violation.

Section 304.2 Protective treatment (Discoloration of residence exterior walls.)

Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting, or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Section. 26-86. - Accumulations of trash, junk, debris and nonliving plant material on property. (Items to the rear of the yard that are broken and in view to the public are to be removed and or stored in a closed facility.)

(a) Subject to subsection (b) of this section, no owner, agent, custodian, lessee or occupant of property shall permit the accumulation of trash, junk, debris, or nonliving plant material on any exterior portion of the property, including the exterior portion of any building located thereon. Accordingly, such owner, agent, custodian, lessee or occupant shall maintain and keep the property free of accumulation of trash, junk, debris, and nonliving plant material.

(b) Subsection (a) of this section shall not be construed to prohibit any of the following:

- (1) The storage of trash, junk, debris and nonliving plant material in garbage containers which comply with all applicable ordinances relating to solid waste collection;
- (2) The storage of nonliving plant material in compost bins; or

(3) Keeping wood on the property for use as fuel, provided such wood is piled, stacked, bundled, or corded and the area surrounding the piles, stacks, bundles or cords shall be free of excessive growth of grass, weeds, brush and branches.

Code of Ordinances - Section. 26-87. - Excessive growth of grass, weeds, and brush on property. (Grass is overgrown and is to be maintained routinely.)

No owner, agent, custodian, lessee or occupant of property shall permit the excessive growth of grass, weeds, or brush on any exterior portion of the property. Accordingly, such owner, agent, custodian, lessee or occupant shall cut, trim or remove such vegetation, and keep such vegetation cut, trimmed or removed, so that it is not in a state of excessive growth. Notwithstanding the foregoing, all land areas within the city used as orange groves, or where the natural growth has never been removed, are exempt from the provisions of this section requiring the cutting or removal of vegetation; provided, however, that where such land areas abut or are directly adjacent to improved properties, natural growth within at least five feet from such improved properties shall be maintained in a condition that is not in a state of excessive growth.

Section. 10-1. – Building Code adopted.

(a) With the exceptions referenced below, the city hereby adopts the most current version of the International Property Maintenance Code published by the International Code Council, and incorporates the same by reference as if fully set forth herein

(b) The following sections of the latest edition of the International Property Maintenance Code are hereby amended as follows:

(1) Section 101.1. These regulations shall be known as the Property Maintenance Code of the City of Mount Dora, hereinafter referred to as "this code."

For further information, please review the Code of Ordinances on the City of Mount Dora website <https://ci.mount-dora.fl.us/>

Please correct the violation(s) no later than **July 17th, 2024 by 8:00 A.M.** to avoid further code enforcement actions against the property. Failure to correct the violation(s) by the date of re-inspection, will result in receiving a certified Notice of Violation to the property and/or Notice of Hearing. Thank you in advance for your cooperation in this matter. If you have questions regarding this violation, please call the Code Compliance office at (352) 735-7112, Ext. 1716.

Sincerely,

Tarra Hernandez
Code Compliance Inspector

City of Mount Dora



Code Compliance: Notice of Violation

Mailed – August 6, 2024

BEFORE THE CODE ENFORCEMENT MAGISTRATE
OF THE CITY OF MOUNT DORA, FLORIDA

CITY OF MOUNT DORA,
FLORIDA, a municipal
Corporation,

vs.

JONES SOLOMON JR

CASE NO: E2024-0170

NOTICE OF VIOLATION

TO:
JONES SOLOMON JR
1746 N HIGHLAND STREET
MOUNT DORA, FL 32757

YOU ARE NOTIFIED that violations of the City of Mount Dora Code of Ordinances exist on the property located at **1746 N Highland Street, Mount Dora, Florida 32757**, and Alternate Key No.:1447283, Parcel No: 29-19-27-0002-000-06200 that were caused by Jones Solomon Jr on property as required by the following City of Mount Dora Code of Ordinances:

The regulation giving rise to the violation is as follows:

Section. 304.3. – Premises identification. (Address Numbers must be replaced/repaired.)

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall not be less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm)

Section 302.7 Accessory structures (Fence in disrepair)

Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

Land Development Section 3.5.8. Fence requirements.

1. *Types of fences.* Fences shall be either wood, chain-link, vinyl, concrete masonry wall design,

brick, wrought or ornamental iron or decorative wire. Barbed wire fences may be constructed in industrial and greenbelt zoning districts with the approval of the zoning official. Barbed wire fences may be used on fences in excess of six feet in height around retention ponds, commercial pools, lift stations, substations and any local, state and federal land uses where applicable, with the approval of the zoning official.

2. Height of fences.

a. Fences in single-family and duplex residential zoning districts shall be limited to six feet in height in the rear yard, side yard and street side yard and four feet in the front yard. Fences four feet or greater in height cannot be installed within the street side yard setback as established by the zoning district.

b. Where an existing single-family or duplex residential dwelling is located adjacent to existing multi-family structure the side and rear fence height shall be limited to eight feet in lieu of the six feet fence height listed above.

c. In all other commercial, WBI-E, WBI-G and PLI zoning districts, the fences shall be limited to eight feet in height along the side and rear property line and four feet in front yards.

3. Property lines. Fences may be constructed along the property line of the lot.

Damage to city-owned utilities, such as water, electric and sewer, during fence installation shall be repaired immediately at the expense of the property owner. Furthermore, the city may enter the easement area without prior notice to make any repairs and maintenance it deems necessary and shall not be responsible for any damage to the fence in the easement area.

If a permanent removal of a section of any fence constructed on an easement is requested by the city, the fence must be removed from the property by the owner within the time specified by the city. No fence shall be constructed which obstructs motorist visibility.

7. Permit required. All applications for building permits for fences, walls or buffer strips shall state whether such is to be placed at or near a boundary between the property of the applicant and adjoining property, and also whether there is any fill, slanting, elevation or other difference in the level of grade between the properties. In the event there is a grade difference, the zoning official shall, in issuing the permit, cut the height by such amount as will be necessary to compensate for such difference in grade so as to make the fence not in excess of the maximum permitted as the same affects the natural grade of the adjoining property. The purpose of this section is to protect the rights of adjoining property owners, and not have fences in excess of the heights set forth in this code.

Walls or fences authorized by this section must be constructed so that the exposed framing of each section of wall or fence faces the interior yard. Walls or fences must also be constructed so that the finished and most aesthetically pleasing side of the wall faces outward.

The construction of any fence shall require a building permit from the community development department. Before the building permit is issued the applicant shall submit his/her plans which shall show the dimension of the property, the type fence proposed to be constructed and its location on the property. Upon approval by the community development department, a building permit may be issued.

8. Maintenance. Owners of the property where fences are constructed are required to maintain the fence and to keep it in proper working order, and to ensure that it shall be aesthetically pleasing.

The exposed nib end of any chain link fence shall face the ground when within six feet from any sidewalk. Electrically charged fences are prohibited within the city limits.

The city manager or the city manager's designee shall be authorized to order the removal or

reduction in height of any fence, wall or other structure which exceeds the height of this code or which constitutes a hazardous obstruction to the vision of vehicle operators upon the streets, roads and alleys of the city, or is designed or constructed in such a manner as to create a hazard to the public. Failure to comply with a directive issued pursuant to this paragraph shall constitute a code violation.

Code of Ordinances - Section. 26-87. - Excessive growth of grass, weeds, and brush on property. (The property must have routine maintenance.)

No owner, agent, custodian, lessee or occupant of property shall permit the excessive growth of grass, weeds, or brush on any exterior portion of the property. Accordingly, such owner, agent, custodian, lessee or occupant shall cut, trim or remove such vegetation, and keep such vegetation cut, trimmed or removed, so that it is not in a state of excessive growth.

Notwithstanding the foregoing, all land areas within the city used as orange groves, or where the natural growth has never been removed, are exempt from the provisions of this section requiring the cutting or removal of vegetation; provided, however, that where such land areas abut or are directly adjacent to improved properties, natural growth within at least five feet from such improved properties shall be maintained in a condition that is not in a state of excessive growth.

Code of Ordinances - Section. 26-86. - Accumulations of trash, junk, debris and nonliving plant material on property. (Several articles placed in the rear yard are to be organized and stored securely as property appears unkept. Items are not to be visible by public view.)

(a) Subject to subsection (b) of this section, no owner, agent, custodian, lessee or occupant of property shall permit the accumulation of trash, junk, debris, or nonliving plant material on any exterior portion of the property, including the exterior portion of any building located thereon. Accordingly, such owner, agent, custodian, lessee or occupant shall maintain and keep the property free of accumulation of trash, junk, debris, and nonliving plant material.

(b) Subsection (a) of this section shall not be construed to prohibit any of the following:

- (1) The storage of trash, junk, debris and nonliving plant material in garbage containers which comply with all applicable ordinances relating to solid waste collection;
- (2) The storage of nonliving plant material in compost bins; or
- (3) Keeping wood on the property for use as fuel, provided such wood is piled, stacked, bundled, or corded and the area surrounding the piles, stacks, bundles or cords shall be free of excessive growth of grass, weeds, brush and branches.

Section 304.2 Protective treatment (Discoloration of residence exterior walls.) Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting, or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and

Code Compliance: Notice of Violation cont'd

Mailed – August 6, 2024

coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Violation must be corrected by: August 29th, 2024

Please call for a re-inspection to avoid a hearing being conducted.

Per Florida State Statute Chapter 162, failure to correct the violation(s) by that date will result in presentation of this (these) matter(s) to the City of Mount Dora Magistrate at a Hearing to be held on:

October 10th, 2024 at 10:00 AM

at City Hall Boardroom, City of Mount Dora, 510 North Baker Street, Mount Dora, Florida 32757.

Thank you in advance for your cooperation in this matter.

If you have further questions or concerns please call Code Compliance at (352) 735-7112 ext. 1716 or email me at hernandezt@mountdora.gov

Certified Mail - # 9589071052700850608385

Dated the 6th day of August, 2024.


Tarra Hernandez
Code Compliance Inspector
City of Mount Dora, Florida

AFFIDAVIT OF SERVICE/POSTING/MAILING City of Mount Dora, Florida

State of Florida
County of Lake
Tarra Hernandez being first duly affirmed, deposes and says:

Re: Case No. 2024-0170

- That I am a Code Officer/Inspector of the City of Mount Dora, Florida.
- That I received the following described documents:

☐ Courtesy Notice
☒ Notice of Code Violation
☐ Notice of Hearing
☐ Notice of Violation/ Notice of Hearing
☐ Notice of Cancellation of Hearing

- SERVICE WAS OBTAINED FOR THE FOLLOWING LOCATION:
1746 N Highland Street, Mount Dora, Florida 32757, Parcel No: 29-19-27-0002-000-06200 by one or more of the following methods:

PERSONAL, HAND DELIVERY SERVICE:

a.) That on the ____ day of ____, 2024, at ____ o'clock ____ PM ____, I personally hand-served the above-described papers to the respondent(s) at his/her/their usual place of residence at ____ or
b.) That on the ____ day of ____, 20__, at ____ o'clock ____ P. M., I personally served the papers by leaving the above-described papers at the violator(s)' usual place of business.

POSTING & FIRST-CLASS MAIL:

a.) That the Notice of Violation was sent to the violator(s) by certified mail, return receipt requested, and by FIRST-CLASS MAIL on the 6th of August, 2024 at 3:00 o'clock P.M.,
b.) I personally posted the above-described papers, which are attached hereto, at the above-referenced location and "on ____ day of ____ 2024.", also publicly POSTED the above-described papers to the property location listed above and at City Hall, 510 North Baker Street, Mount Dora, Florida, at 12:00 p.m. o'clock.

Further affiant saith not.


Tarra Hernandez
Code Compliance Officer/Inspector

SUBSCRIBED AND AFFIRMED before me this August 2024 by Tarra Hernandez
(Date)
who is personally known to me and who took an oath.


CHARITY MICHELLE DANIELS
Notary Public
State of Florida
Comm# HH275569
Expires 5/15/2026

Notary Public Signature
Commission No. 11-2206307
Charity Michelle Daniels
Name of Notary Typed, Printed, or Stamped

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
1. Article Addressed to: JONES SOLOMON JR 1746 N HIGHLAND STREET MOUNT DORA, FL 32757 9590 9402 6999 1225 9158 46	U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com. OFFICIAL USE Certified Mail Fee \$ Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$ ☐ Certified Mail Restricted Delivery \$ ☐ Adult Signature Required \$ ☐ Adult Signature Restricted Delivery \$ Postage \$ To \$ Se \$ S6 \$ C1 \$ P1 JONES SOLOMON JR 1746 N HIGHLAND STREET MOUNT DORA, FL 32757 Postmark Here Reverse for Instructions
2. Article Number (Transfer from service label) 9589 0710 5270 0850 6083 85 PS Form 3811, July 2020 PSN 7530-02-000-9053	

Code Compliance: Notice of Hearing

Mailed – September 3, 2024

BEFORE THE CODE ENFORCEMENT MAGISTRATE
OF THE CITY OF MOUNT DORA, FLORIDA

CITY OF MOUNT DORA, FLORIDA, a municipal Corporation,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CASE NO: 2024-0170
	)	
JONES SOLOMON JR	)	
	)	
Defendant	)	

NOTICE OF HEARING

TO:
JONES SOLOMON JR
1746 N HIGHLAND STREET
MOUNT DORA, FL 32757

YOU ARE HEREBY NOTIFIED that pursuant to Florida Statutes, Section 162.23, a hearing before the Code Enforcement Special Magistrate has been scheduled regarding your violation of City Code on that property located at 1746 N Highland Street, Mount Dora, Florida 32757 and Alternate Key No.:1447283, Parcel No: 29-19-27-0002-000-06200. The hearing before the Code Enforcement Magistrate is scheduled for 10:00 a.m., on the 10th of October, 2024 or as soon thereafter as can be heard, in the boardroom at City Hall, 510 North Baker Street, Mount Dora, Florida.

This hearing will be held even if the violation has been corrected prior to the hearing. Any person who decides to appeal any decision made by the Code Enforcement Magistrate with respect to any matter considered at the above hearing shall need a record of the proceedings. Such person needs to ensure that a verbatim record of the proceedings, including the testimony and evidence upon which the appeal is to be based, is made.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Catherine Hutcheson 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.

Violations Cited:

*Property Maintenance Code Section 304.3 Premises Identification
Property Maintenance Code Section 304.2 Protective Treatment
Land Development Code Section 3.5.8 Fence Requirements
Code of Ordinances Section 26-87 Excessive growth of grass, weeds, and brush on property*

Violations Complied:

Code of Ordinances Section 26-86 Accumulations of trash, junk, debris and nonliving plant material on property.

Please contact the Code Compliance Division to schedule a re-inspection of any violations corrected prior to the Magistrate Hearing at 352-735-7112 Ext 1716 or email hermandezt@mountdora.gov

Certified Mail # 9589071052700850609825

DATED this 3rd day of September, 2024.


Tarra Hernandez
Code Compliance Inspector
City of Mount Dora, Florida

Code Compliance: Notice of Hearing Affidavit – September 3, 2024

AFFIDAVIT OF SERVICE/POSTING/MAILING City of Mount Dora, Florida

State of Florida

County of Lake

Tarra Hernandez being first duly affirmed, deposes and says:

Re: Case No. 2024-0170

1. That I am a Code Officer/Inspector of the City of Mount Dora, Florida.

2. That I received the following described documents:

- ☐ Courtesy Notice
☐ Notice of Code Violation
☒ Notice of Hearing
☐ Notice of Violation/ Notice of Hearing
☐ Notice of Cancellation of Hearing

3. SERVICE WAS OBTAINED FOR THE FOLLOWING LOCATION:
 1746 N Highland Street, Mount Dora, Florida 32757, Parcel No: 29-19-27-0002-000-06200 by one or more of the following methods:

PERSONAL, HAND DELIVERY SERVICE:

a.) That on the ____ day of ____ 2024, at ____ o'clock ____ PM, I personally hand-served the above-described papers to the respondent(s) at his/her/their usual place of residence at ____ or

b.) That on the ____ day of ____, 20__, at ____ o'clock ____ P. M., I personally served the papers by leaving the above-described papers at the violator(s)' usual place of business.

POSTING & FIRST-CLASS MAIL:

☒ a.) That the Notice of Hearing was sent to the violator(s) by certified mail, return receipt requested, and by FIRST-CLASS MAIL on the 3rd of September, 2024 at 3:00 o'clock P.M.,

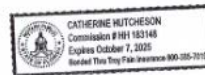
b.) I personally posted the above-described papers, which are attached hereto, at the above-referenced location and "on the ____ day of 2024," also publicly POSTED the above-described papers to the property location listed above and at City Hall, 510 North Baker Street, Mount Dora, Florida, at 12:00 p.m. o'clock.

Further affiant saith not.

Tarra Hernandez
 Code Compliance Officer/Inspector

SUBSCRIBED AND AFFIRMED before me this September 3, 2024 by Tarra Hernandez
 (Date)

who is personally known to me and who took an oath.



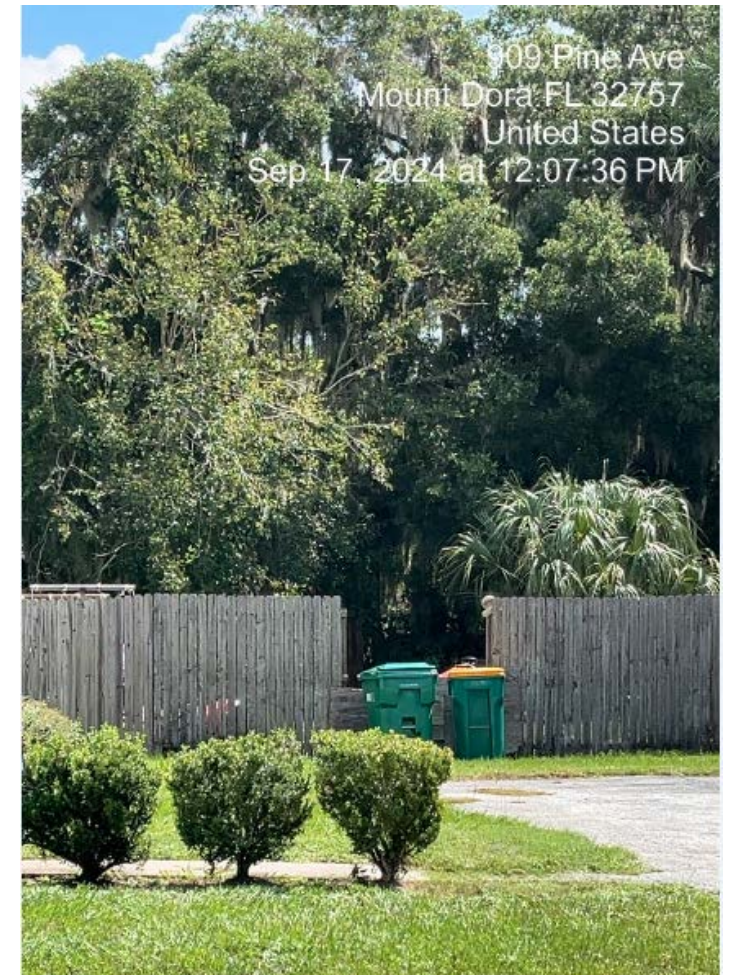
Notary Public Signature
 Commission No. ____

Name of Notary Typed, Printed, or Stamped

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ Agent ☐ Addressee	
1. Article Addressed to: JONES SOLOMON JR 1746 N HIGHLAND STREET MOUNT DORA, FL 32757		B. Received by (Printed Name) _____ C. Date of Delivery _____	
2. Article Number (Transfer from service label) 9590 9402 8577 3244 9965 05		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
PS Form 3811, July 2020 PSN 7530-02-000-9053		U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only OFFICIAL USE	
Certified Mail Fee \$ _____ Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ _____ ☐ Return Receipt (electronic) \$ _____ ☐ Certified Mail Restricted Delivery \$ _____ ☐ Adult Signature Required \$ _____ ☐ Adult Signature Restricted Delivery \$ _____		Postmark Here _____	
Postage _____		JONES SOLOMON JR 1746 N HIGHLAND STREET MOUNT DORA, FL 32757	

See Reverse for Instructions

Field Inspection Photo(s) – September 17, 2024



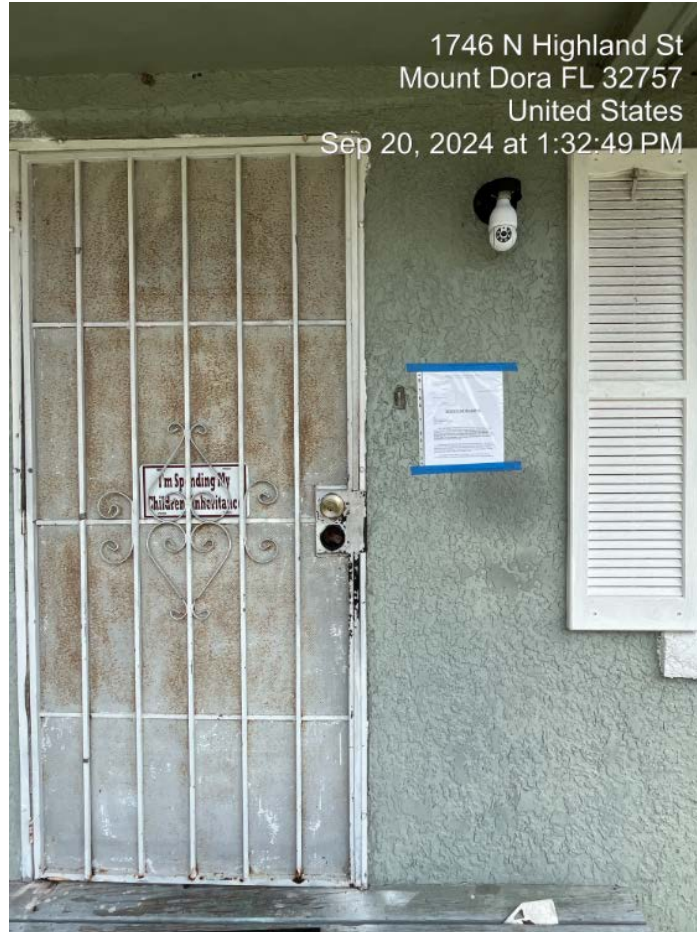
Field Inspection Photo(s) – September 17, 2024



Field Inspection Photo(s) – September 17, 2024



Code Compliance: Notice of Hearing Posted Affidavit - September 20, 2024



AFFIDAVIT OF SERVICE/POSTING/MAILING
City of Mount Dora, Florida

State of Florida
County of Lake

Re: Case No. 2024-0170

Tarra Hernandez being first duly affirmed, deposes and says:

1. That I am a Code Officer/Inspector of the City of Mount Dora, Florida.
2. That I received the following described documents:

☐ Courtesy Notice
☐ Notice of Violation
☒ Notice of Hearing
☐ Notice of Compliance Hearing
☐ Notice of Violation/ Notice of Hearing
☐ Notice of Cancellation of Hearing

3. SERVICE WAS OBTAINED FOR THE FOLLOWING LOCATION:
1746 N Highland Street, Mount Dora, Florida 32757, Parcel No: 29-19-27-0002-000-06200 by one or more of the following methods:

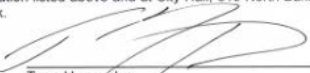
PERSONAL, HAND DELIVERY SERVICE:

- a.) That on the ____ day of ____ 2024, at ____ o'clock ____ P.M., I personally hand-served the above-described papers to the respondent(s) at his/her/their usual place of residence at ____ or
- b.) That on the ____ day of ____, 20__, at ____ o'clock ____ P. M., I personally served the papers by leaving the above-described papers at the violator(s)' usual place of business.

POSTING & FIRST-CLASS MAIL:

- a.) That the Notice of Hearing was sent to the violator(s) by certified mail, return receipt requested, and by FIRST-CLASS MAIL on the ____ of ____, 2024 at 3:00 o'clock P.M.,
- ☒ b.) I personally posted the above-described papers, which are attached hereto, at the above-referenced location and "on the 20th day of September 2024," also publicly POSTED the above-described papers to the property location listed above and at City Hall, 510 North Baker Street, Mount Dora, Florida, at 3:00 p.m. o'clock.

Further affiant saith not.


 Tarra Hernandez
 Code Compliance Officer/Inspector

SUBSCRIBED AND AFFIRMED before me this 20 September, 2024 by Tarra Hernandez
 (Date) (Signature)
 who is personally known to me and who took an oath.



Notary Public Signature
 Commission No. _____
 Name of Notary Typed, Printed, or Stamped _____

Code Compliance: Notice of Postponement of Hearing mailed – October 8, 2024

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE OF THE CITY OF MOUNT DORA, FLORIDA

CITY OF MOUNT DORA, FLORIDA

Case No: E2024-0170

Petitioner,

vs.

JONES SOLOMON JR

Respondent(s).

NOTICE OF POSTPONEMENT OF HEARING

To: JONES SOLOMON JR
1746 N HIGHLAND STREET
MOUNT DORA, FL 32757

Re: Property Address: 1746 N HIGHLAND STREET, MOUNT DORA, FLORIDA 32757
Parcel No: 29-19-27-0002-000-06200, Alternate Key: 1447283

You are hereby notified that the Special Magistrate Hearing scheduled for October 10th, 2024 at 10AM in the boardroom at City Hall, City of Mount Dora, 510 North Baker Street, Mount Dora, Florida 32757, **HAS BEEN POSTPONED**. The future hearing date for this Special Magistrate Hearing is rescheduled for **November 13th, 2024 at 10AM**. If you have any questions please call 352-735-7112.

Certified Mail: #9589071052700850609955

DATED this 8th day of October, 2024


Tarra Hernandez
Code Compliance Inspector
City of Mount Dora, Florida

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery	
1. Article Addressed to: JONES SOLOMON JR 1746 N HIGHLAND STREET MOUNT DORA, FL 32757		D. Is delivery address different from item 1? ☐ Yes ☐ No If Yes, enter delivery address below:	
2. Article Number (Transfer from service label) 9589 0710 5270 0850 6099 55		U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com. OFFICIAL USE	
3. ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G ☐ H ☐ I ☐ J ☐ K ☐ L ☐ M ☐ N ☐ O ☐ P ☐ Q ☐ R ☐ S ☐ T ☐ U ☐ V ☐ W ☐ X ☐ Y ☐ Z		Certified Mail Fee \$ Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$ ☐ Certified Mail Restricted Delivery \$ ☐ Adult Signature Required \$ ☐ Adult Signature Restricted Delivery \$	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Postage \$ Postmark Here	
		JONES SOLOMON JR 1746 N HIGHLAND STREET MOUNT DORA, FL 32757	
		Reverse for Instructions	

Code Compliance – Affidavit of Non Compliance

IN AND FOR THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA

CITY OF MOUNT DORA,

Petitioner,

CASE NO: 2024-0170

v.

JONES SOLOMON JR,

Respondent.

AFFIDAVIT OF NON COMPLIANCE

BEFORE ME, the undersigned, duly authorized to administer oaths and take acknowledgments, personally appeared Tarra Hernandez, Code Compliance Inspector for the City of Mount Dora, Florida, who after being duly sworn, deposes and says:

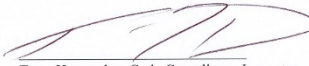
1. My name is Tarra Hernandez.
2. I am over eighteen (18) years of age.
3. I am the Code Compliance Inspector for the City of Mount Dora, Florida.
4. I have firsthand knowledge of the facts contained in this Affidavit.
5. On November 13th, 2024, the Code Compliance Magistrate for the City of Mount Dora entered a Finding of Fact/Conclusion of Law/Order Imposing Fine in the above which required the Respondent, JONES SOLOMON JR, to bring the property of 1746 n Highland Street, Mount Dora, Florida into compliance with the City of Mount Dora, Land Development Code Section 3.5.8 Fence Requirements; Code of Ordinances Section 26-86 Accumulations of trash, junk, debris and nonliving plant material on property and International Maintenance Code Section 304.2 Protective treatment. The Magistrate ordered failure to comply by the date of January 12th, 2025 no later than 8:00 A.M., would result in the assessment of a civil penalty in the amount of \$50.00, for each and every day thereafter that the violation remains.

Page 1 of 2

6. As of January 12th, 2025, the Respondent(s), has not obtained the required building permit and has not come into compliance with the terms of the order referenced.

7. The City of Mount Dora does hereby assess against the Respondent, the amount of fifty dollars a day (\$50.00) until compliance is met and does hereby claim a lien, to-wit:
 - a. Owner(s): JONES SOLOMON JR

THIS AFFIANT FURTHER SAYETH NOT.


Tarra Hernandez, Code Compliance Inspector

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization of Tarra Hernandez who personally swore or affirmed that he/she is authorized to execute this Affidavit, and who is personally known to me or who produced _____ as identification, this 6th day of January, 2025.




NOTARY PUBLIC, State of Florida

Page 2 of 2

Code Compliance – Notice of Compliance Hearing - mailed certified January 10, 2025

BEFORE THE CODE ENFORCEMENT MAGISTRATE
OF THE CITY OF MOUNT DORA, FLORIDA

CITY OF MOUNT DORA,)
FLORIDA, a municipal)
Corporation,)
Plaintiff,)
vs.) CASE NO: 2024-0170
JONES SOLOMON JR)
Defendant)

NOTICE OF COMPLIANCE HEARING

TO:
JONES SOLOMON JR
1746 N HIGHLAND STREET
MOUNT DORA, FL 32757

YOU ARE HEREBY NOTIFIED that pursuant to Florida Statutes, Section 162.23, a hearing before the Code Enforcement Special Magistrate has been scheduled regarding your violation of City Code on that property located at **1746 N Highland Street, Mount Dora, Florida 32757 and Alternate Key No.: 1447283, Parcel No: 29-19-27-0002-000-06200. The hearing before the Code Enforcement Magistrate is scheduled for 10:00 a.m., on the 13th of February, 2025 or as soon thereafter as can be heard, in the boardroom at City Hall, 510 North Baker Street, Mount Dora, Florida.**

This hearing will be held even if the violation has been corrected prior to the hearing. Any person who decides to appeal any decision made by the Code Enforcement Magistrate with respect to any matter considered at the above hearing shall need a record of the proceedings. Such person needs to ensure that a verbatim record of the proceedings, including the testimony and evidence upon which the appeal is to be based, is made.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Catherine Hutcheson 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.

Violation(s) Cited:

- Land Development Code Section 3.5.8 Fence Requirements
- Code of Ordinances Section 26-86 Accumulations of trash, junk, debris and nonliving plant material on property.
- International Property Maintenance Code Section 304.2 Protective treatment

Please contact the Code Compliance Division to schedule a re-inspection of any violation(s) corrected prior to the Magistrate Hearing date at 352-735-7100 Ext. 1716 or email hernandezt@mountdora.gov and hutchesonC@mountdora.gov

Certified Mail #9589071052700850621636

DATED this 10th day of January, 2025.


Tarrá Hernandez
Code Compliance Inspector
City of Mount Dora, Florida

Code Compliance – Notice of Compliance Hearing – Cont'd mailed certified January 10, 2025

AFFIDAVIT OF SERVICE/POSTING/MAILING
City of Mount Dora, Florida

State of Florida
County of Lake
Tarra Hernandez being first duly affirmed, deposes and says: Re: Case No. 2024-0170

- That I am a Code Officer/Inspector of the City of Mount Dora, Florida.
- That I received the following described documents:
 - ☐ Courtesy Notice
 - ☐ Notice of Violation
 - ☐ Notice of Hearing
 - ☐ Notice of Violation/ Notice of Hearing
 - ☐ Notice of Cancellation of Hearing
 - ☐ Notice of Postponement of Hearing
 - ☒ Notice of Compliance Hearing
- SERVICE WAS OBTAINED FOR THE FOLLOWING LOCATION:
1746 N Highland Street, Mount Dora, Florida 32757, and Alternate Key No.: 1472091, Parcel No: 29-19-27-1300-000-00602 by one or more of the following methods:

PERSONAL, HAND DELIVERY SERVICE:

a.) That on the ____ day of ____ 2024, at ____ o'clock ____ PM, I personally hand-served the above-described papers to the respondent(s) at his/her/their usual place of residence at ____ or

b.) That on the ____ day of ____, 20__, at ____ o'clock ____ P. M., I personally served the papers by leaving the above-described papers at the violator(s)' usual place of business.

POSTING & FIRST-CLASS MAIL:

☒ a.) That the Notice of Compliance Hearing was sent to the violator(s) by certified mail, return receipt requested, and by FIRST-CLASS MAIL on the 10th of January, 2025 at 3:00 o'clock P.M.,

b.) I personally posted the above-described papers, which are attached hereto, at the above-referenced location and "on the ____ day of ____ 2025," also publicly POSTED the above-described papers to the property location listed above and at City Hall, 510 North Baker Street, Mount Dora, Florida, at 3:00 p.m. o'clock.

Further affiant saith not.

Tarra Hernandez
Code Compliance Officer/Inspector

SUBSCRIBED AND AFFIRMED before me this 1/6/2025 by Tarra Hernandez
(Date)

who is personally known to me and who took an oath.

Notary Public Signature
Commission No. 145660
Name of Notary Typed, Printed, or Stamped

JENNIFER C ESQUA
MY COMMISSION #145660
EXPIRES: September 19, 2027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Jones Solomon Jr.
1746 N. Highland St.
Mount Dora, FL 32757

2. Article Number (Transfer from service label)
9589 0710 5270 0850 6216 36

3. Service Type
☐ Adult Signature
☐ Adult Signature
☐ Certified Mail
☐ Certified Mail
☐ Collect on Delivery
☐ Collect on Delivery
☐ Mail (30)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Sent To
Jones Solomon Jr.
1746 N. Highland St.
Mount Dora, FL 32757

PS Form 3811, July 2020 PSN 7530-02-000-9053

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Field Inspection Photo(s) – January 23, 2025

The photos observed accurately depict what was there at the time the photographs were taken.



Field Inspection Photo(s) – January 23, 2025

The photos observed accurately depict what was there at the time the photographs were taken.



Field Inspection Photo(s) – January 23, 2025

The photos observed accurately depict what was there at the time the photographs were taken.



Field Inspection Photo(s) – January 23, 2025

The photos observed accurately depict what was there at the time the photographs were taken.



PHOTO AFFIDAVIT City of Mount Dora, Florida

State of Florida, County of Lake

Re: Property Owner: Jones Solomon Jr

Name: Tarra Hernandez being first duly affirmed, deposes and says:

1. That I am a Code Compliance Inspector of the City of Mount Dora, Florida.
2. That I observed the following: Code of Ordinances Section 26-86 Accumulations of trash, junk, debris and nonliving plant material and Code of Ordinances Section 26-87: Excessive growth of grass, weeds, and brush on property; ICC Section 304.2 Protective Treatment and LDC Section 3.5.8 (8) Fence Maintenance.
3. Photograph evidence was obtained at the following location:
1746 N Highland Street, Mount Dora, FL 32757
Parcel No: 29-19-27-0002-000-06200
Alternate Key No: 1447283
4. Date Photos Obtained January 23, 2025 thru to April 17, 2025

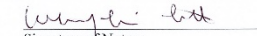

Tarra Hernandez
Code Compliance Inspector

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to (or affirmed) and subscribed before me by [4] physical presence or [] online notarization, this 27th day of January, 2025, by Tarra Hernandez who [4] personally known to me or [] produced as identification.

SEAL:




Signature of Notary

City of Mount Dora Recommendation

- The City requests the civil penalty fine be imposed of \$50.00 per day, per the three (3) violations, beginning from the date of January 12, 2025 as stated per the Order Imposing Fine.

Code Section(s) Cited

Code of Ordinances - Section. 26-86. - Accumulations of trash, junk, debris and nonliving plant material on property. (a) Subject to subsection (b) of this section, no owner, agent, custodian, lessee or occupant of property shall permit the accumulation of trash, junk, debris, or nonliving plant material on any exterior portion of the property, including the exterior portion of any building located thereon. Accordingly, such owner, agent, custodian, lessee or occupant shall maintain and keep the property free of accumulation of trash, junk, debris, and nonliving plant material. (b) Subsection (a) of this section shall not be construed to prohibit any of the following: (1) The storage of trash, junk, debris and nonliving plant material in garbage containers which comply with all applicable ordinances relating to solid waste collection; (2) The storage of nonliving plant material in compost bins; or (3) Keeping wood on the property for use as fuel, provided such wood is piled, stacked, bundled, or corded and the area surrounding the piles, stacks, bundles or cords shall be free of excessive growth of grass, weeds, brush and branches.

Code Section(s) Cited

Section 304.2 Protective treatment Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting, or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Code Section(s) Cited

Land Development Section 3.5.8. Fence requirements.

1. Types of fences. Fences shall be either wood, chain-link, vinyl, concrete masonry wall design, brick, wrought or ornamental iron or decorative wire. Barbed wire fences may be constructed in industrial and greenbelt zoning districts with the approval of the zoning official. Barbed wire fences may be used on fences in excess of six feet in height around retention ponds, commercial pools, lift stations, substations and any local, state and federal land uses where applicable, with the approval of the zoning official.

8. Maintenance. Owners of the property where fences are constructed are required to maintain the fence and to keep it in proper working order, and to ensure that it shall be aesthetically pleasing.

The exposed nib end of any chain link fence shall face the ground when within six feet from any sidewalk. Electrically charged fences are prohibited within the city limits.

The city manager or the city manager's designee shall be authorized to order the removal or reduction in height of any fence, wall or other structure which exceeds the height of this code or which constitutes a hazardous obstruction to the vision of vehicle operators upon the streets, roads and alleys of the city, or is designed or constructed in such a manner as to create a hazard to the public. Failure to comply with a directive issued pursuant to this paragraph shall constitute a code violation.

Other Relevant Code Section(s)

Code of Ordinances City of Mount Dora, Sec. 10-1. - Building codes adopted. (a) *Adoption of building code.* The currently mandated edition of the state building code, as amended from time to time, including the codes and standards referenced within, and the current edition of the Building Officials Association of Florida Model Administrative Code (available at www.boaf.net) are adopted by reference as though set forth fully in this chapter.



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

DATE: June 3, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Odor Issues

Introduction:

Project: Odor issues and status of City's Wastewater Plant #2

Discussion:

City utility staff to provide updates.

Wastewater Treatment Plant #2 (Located on US Highway 441). City's Web Page Link:

<https://ci.mount-dora.fl.us/1459/Wastewater-Treatment-Plant-2>

Budget Impact:

City's Utilities Department has budget items for on-going maintenance items.

Strategic Impact:

Strategic Initiative 3: Strengthen Mount Dora's Infrastructure

Recommendation:

Informational Item.

Attachment(s):

Prepared by: Vince Sandersfeld, City Manager
Reviewed by: Andrew Marsian, Director of Utilities and Plant Operations
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 5/13/2025
Approved - 5/20/2025
Final Approval - 5/20/2025



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

DATE: June 3, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Parking Downtown Improvements

Introduction:

This is an opportunity for City staff to provide updates on various downtown parking items

Discussion:

As directed by City Council Workshop held on January 13, 2025, several parking items were discussed and appear to have merits to proceed with implementation.

- MSL Gravel Lot permitted for MSL employee parking, pending land development code change
- Paid parking in downtown core / Parking App
- MSL/Former Bank Parking Lot Shared Parking Agreement improved for Golf Cart/Motorcycle Parking
- Baker Street converted to one-way with diagonal parking
- Alexander Street converted to one-way with diagonal parking
- Methodist Church Public Parking Lot dedicated shuttle
- Expand Freebee Coverage beyond CRA
- Review lighting walkway along 5th Avenue to/from Methodist Church parking area
- Review parking wayfinding signage
- Other Item: Review downtown parking 4-hour time-limits; and enforcement

Budget Impact:

Depending upon the parking improvement, cost and funding to be identified as projects are presented in the near future. The CRA has allocated funds for parking improvements.

Strategic Impact:

Strategic Initiative 3: Strengthen and Expand Mount Dora’s Infrastructure

Goal 7: Develop new infrastructure to support sustainable growth management

Objective 7.3 Provide parking management strategies and increase parking space inventory in the downtown area.

Recommendation:

Informational item.

Attachment(s):

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Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

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