



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
December 2, 2025, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

- | | |
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PUBLIC COMMENT

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

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CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

1. JPA 221

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1. Councilmember Dennis Dawson
2. Councilmember Marc Crail
3. Councilmember Nate Walker
4. Councilmember Doug Bryant

5. Councilmember Cal Rolfson
6. Vice-mayor John Cataldo
7. Mayor James Homich

UPCOMING MEETING DATES

1. Tuesday, December 9, 2025, 6:00 p.m. Location Ag Center, 1951 Woodlea Rd., Tavares, FL - Joint City and County Workshop Joint Planning Agreement (JPA)
2. Tuesday, December 9, 2025, 6:00 p.m. Location Ag Center, 1951 Woodlea Rd., Tavares, FL - Joint City and County Special Meeting NE-CRA Boundary
3. Tuesday, December 16 2025, 6:00 p.m., Regular Session
4. Tuesday, January 6, 2026, 6:00 p.m., Regular Session
5. Tuesday, January 20, 2026, 6:00 p.m., Regular Session
6. Tuesday, February 3, 2026, 6:00 p.m., Regular Session
7. Monday, February 9, 2026 6:00 p.m., Workshop Special Events / Festivals

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: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Presentation Damaged Stormwater Facilities Recovery Update

Introduction:

This is an opportunity for staff to provide a summary and status of the stormwater projects related to the October 26–27, 2025 Flash Flood event.

Discussion:

On October 26, 2025, the City experienced an extreme rainfall event of approximately 14–19 inches, which overwhelmed the stormwater system, breached multiple retention ponds, and contributed to roadway washouts and utility damage, including along Donnelly Street and other key locations. This event impacted several existing stormwater facilities and the need to prioritize resilient reconstruction projects.

This presentation is for the stormwater projects only.

Budget Impact:

There will be capital and repair costs incurred or anticipated for stormwater facility reconstruction. The City's Finance Department is evaluating funding sources and financial planning considerations.

- Public Works Retention Pond (Estimate): \$1,100,000
- George Court at The Highlands Retention Pond Breach Repair (Estimate): \$300,000
- Chautauqua Stormwater and Canal (Estimate): \$750,000
- Mountain Bike Trail Cost Estimate in process (cost unknown as of this date)
- Stormwater outfall at 746 E. 5th Ave (Maybe County)
- Old Eustis Road / Dogwood Mountain Drainage Basin (under evaluation)

Note: The above projects are not an exhausted stormwater listing. There are related emergency project repairs.

Strategic Impact:

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

Rebuilding damaged stormwater facilities is critical to protecting life safety, safeguarding public and private property, and preserving essential transportation and utility corridors. The proposed presentation advances City goals related to infrastructure resilience, environmental stewardship, and responsible fiscal planning, and will inform future decisions on capital improvements, development standards, and stormwater system upgrades.

Recommendation:

Informational item.

Attachment(s):

Prepared by: Vince Sandersfeld, City Manager

Reviewed by:

GEORGE MAREK, Public Works Director

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/20/2025

Approved - 11/20/2025

Final Approval - 11/21/2025



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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval to Apply for the Land & Water Conservation Fund (LWCF) Grant

Introduction:

This is a request for approval to apply for the LWCF grant and authorization for the Mayor to sign the completed application on behalf of City Council.

Discussion:

The Land and Water Conservation Fund (LWCF) is a 100% matching grant program administered by the Florida Department of Environmental Protection (DEP) using federal funds from the U.S. Department of the Interior. Eligible applicants may request up to \$1,500,000 per project and may have two active LWCF projects at the same time. LWCF supports both land acquisition and development projects for open space, parks, conservation areas, and recreational trail systems.

For development projects, eligible amenities include—but are not limited to—waterfront access, picnic areas, multi-use trails, pools, ballfields, soccer fields, tennis, basketball, and volleyball courts, playgrounds, outdoor theaters, and boating and fishing-related facilities. Supporting infrastructure such as lighting, restrooms, parking, concessions, and landscaping is also eligible, provided it does not exceed 50% of total project costs.

The City is currently conducting a feasibility study for the replacement of the 4th Avenue Docks, which have deteriorated beyond repair. While temporary repairs have been completed, substantial portions of the docks are now closed to the public, and several slips have been removed. The study will identify the most suitable dock design for this location; however, it is already clear that demolition and full reconstruction are necessary to restore safe and functional waterfront access.

This project aligns strongly with LWCF priorities. The City has previously been approved for the full \$1,500,000 allocation for the Evans Park project, demonstrating our capacity to meet the program's standards. Reconstructing the 4th Avenue Docks would provide a significant

improvement to the Lake Dora entry point into downtown Mount Dora and represents a highly competitive candidate for LWCF consideration.

Budget Impact:

The Land and Water Conservation Fund Grant (LWCF) is a 100% matching grant. The request is for \$1,500,000 with a city match, subject to City Council approval and budget if the grant is awarded.

Strategic Impact:

Strategic Initiative 1: Promote Economic Development. Promote Economic Development to position Mount Dora as a City with a diverse, vibrant, sustainable economy.

Goal 3: Promote Tourism.

Objective 3.3: Seek grants or other appropriations for the construction of the 4th Avenue docks; and complete the 4th Avenue Docks Feasibility Study to determine the proper dock design and/or alternatives.

Strategic Initiative 5:

Invest in Fiscal and Human Resources — Building a resilient foundation for enhanced financial performance and organizational excellence.

Goal 13: Identify and seek alternative funding sources.

Objective 13.1: Pursue federal, state and local grants to fund City projects and studies.

Recommendation:

City Council approve the request to apply for the Land & Water Conservation Fund (LWCF) Grant and authorize the Mayor to sign on behalf of the City Council the application when completed. Action does not obligate City funding nor does it initiate any physical project work until further Council action.

Attachment(s):

1. Attachment #1 - 2026 LWCF Cycle

Prepared by: Jennifer Schwarz, Deputy Director of Parks and Recreation

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 - 11/20/2025

Approved - 11/20/2025

Approved - 11/20/2025

Approved - 11/21/2025

Approved - 11/21/2025

Final Approval - 11/21/2025



Funding Opportunity

2026 Land and Water Conservation Fund

The U.S. Department of the Interior provides funds, administered by the Florida Department of Environmental Protection (DEP), for the acquisition or development of recreational facilities.

GRANT CATEGORIES:

Acquisition: This program funds the acquisition of land for open space, park sites conservation areas and trails.

Development: Eligible facilities include but are not limited to waterfront access, picnic areas, trails, pools, ballfields, soccer fields, tennis, basketball and volleyball courts, playgrounds, outdoor theatres and boating and fishing features. Associated support facilities such as lighting, parking, restrooms, concessions, and landscaping are eligible, but may not account for more than 50% of the project cost.

Application Deadline: December 15, 2025

Total Funding Available: Approx. \$11,000,000

Maximum Grant Amount: \$1,500,000 Match

Requirement: 100%



510 N. Baker St.
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DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the Agreement between the City of Mount Dora and Bellmore Enterprises Inc. Related to Underground Duct-Line Installation

Introduction:

This request is for City Council to approve the contract agreement for Underground Duct-Line Installation between the City of Mount Dora and Bellmore Enterprises Inc.

Discussion:

In September 2025, the City of Mount Dora issued ITB #25-EL-026 soliciting proposals for Underground Conduit and Duct-line Installation Services. The bid structure established unit-based costs for horizontal directional drill, missile bore and/or hand trench of various size conduits and depths. Out of the four responses received, two were determined to be complete, responsive, and qualified. On November 18th 2025, City Council approved the intent to award, ITB #25-EL-026, for Underground Conduit and Duct-line Installation Contract Services to Bellmore Enterprises Inc. and HDD of Florida LLC. This request is to approve the contract agreement between the City of Mount Dora and Bellmore Enterprises Inc for the purpose of installing underground duct-line.

The City of Mount Dora Electric Utility constructs and maintains all electric distribution facilities for its municipal power system. This includes overhead and underground power lines, poles, transformers, and substations. In 2019, the utility began using advanced construction techniques to install underground conduit for overhead conversion projects and new construction. Rather than incurring the high cost of purchasing the specialized equipment, a contractor is utilized to provide these services.

Budget Impact:

Budget impact will only occur as the result of a qualifying project or event. Funds have been appropriated for this purpose in the adopted FY 2025-26 CIP. Upon the occurrence of other qualifying projects, funding will be identified from the CIP budget or a budget amendment will be prepared for Council authorization pursuant to City policy.

Strategic Impact:

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

Goal 7: Develop new infrastructure to support sustainable growth management

Goal 8: Ensure that utility and public works infrastructure is properly maintained to meet established safety and minimum level of maintenance standards.

Recommendation:

City Council approve the Agreement between the City of Mount Dora and Bellmore Enterprises Inc. related to Underground Duct-Line Installation.

Attachment(s):

1. Bellmore - Underground Duct-Line Agrmt Packet - (v2)(HRN 11.19.2025)

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

Reviewed by:

Steve Langley, Assistant City Manager-Electric Utility Director

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/20/2025

Approved - 11/20/2025

Approved - 11/20/2025

Approved - 11/20/2025

Approved - 11/21/2025

Approved - 11/21/2025

Final Approval - 11/21/2025

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation, with an address of 510 N. Baker Street, Mount Dora, Florida 32757 (the “City”), and **BELLMORE ENTERPRISES, INC.**, a Florida corporation with an address of 10450 68th Street N., Pinellas Park, Florida 33782 (the “Contractor”) (each individually referred to as a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, on September 30, 2025, the City issued ITB#25-EL-026 (the “ITB”) seeking bids from qualified firms to provide underground electric conduit and duct-line installation services on an as-needed basis; and

WHEREAS, upon evaluation of all submittals received in response to the ITB, the City determined that the bid submitted by Contractor constituted one of the most qualified, responsive, and responsible bids offering the lowest price; and

WHEREAS, the City has selected Contractor to provide the services identified herein on a continuing basis, and Contractor is willing to provide such services under the terms and conditions of this Agreement.

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

SECTION 1. RECITALS

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM

This Agreement shall commence on the Effective Date, as defined herein, and remain in effect for an initial term of three (3) years (the “Initial Term”), unless sooner terminated as set forth herein. This Agreement may be renewed for two (2) additional one-year periods (each a “Renewal Term” and collective with the Initial Term referred to as the “Term”) by mutual written consent of the Parties.

SECTION 3. SCOPE OF SERVICES

A. The City shall, from time to time at its sole discretion, authorize Contractor to provide the underground electric conduit and duct-line installation services described in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference (the “Services”). The scope of work for each specific project under this Agreement shall be set forth in a written task authorization (a “Task Authorization”) issued by the City. Each Task Authorization shall be deemed incorporated into and made part of this Agreement upon execution of the Parties. In the event of conflict or inconsistencies between this Agreement and any Task Authorization, the terms of this Agreement shall govern and control. No obligation to either provide or pay for any Services shall be incurred by either Party unless and until a Task Authorization has been executed in accordance with the terms of this Agreement.

B. Contractor acknowledges that the City may require the inclusion of supplementary provisions in a Task Authorization to ensure compliance with any applicable funding restrictions, including, but not limited to, requirements or limitations imposed by State or Federal funding sources.

C. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including any Task Authorization issued under this Agreement; provided, however, that the foregoing shall not be construed to limit a Party's cure period as provided herein.

D. The City may make changes to the Services within the general scope of this Agreement. Such changes may consist of additions, deletions, or other revisions to the Services, which changes must be authorized by written change order or Task Authorization amendment executed by the Parties. The City shall not be liable for any changes that have not been properly authorized and approved in accordance with this Agreement. Upon receiving notice of a contemplated change from the City, Contractor shall provide the City with a written estimate reflecting any anticipated adjustments in cost and project completion dates. The City may, at its discretion, direct Contractor to suspend any portion of work affected by or related to a contemplated change pending the City's decision to proceed.

SECTION 4. OBLIGATIONS OF CONTRACTOR

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

A. Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or services of any type necessary to perform and complete the Services in a good and workmanlike manner and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the City or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor shall remain authorized to do business within the State of Florida, maintain adequate and competent staff, and ensure that all its employees, agents, representatives, volunteers, and the like, fully comply with all the terms and conditions set forth herein.

C. The Services shall only be performed by Contractor and shall not be subcontracted to any third party or other independent contractors without the City's prior written approval, which approval shall be at the City's sole discretion. Contractor shall be responsible for the payment of all subcontractors and remain liable for the satisfactory completion of all subcontracted work. Contractor shall ensure that any approved subcontractor executes all affidavits and certifications required by Federal, State, or local laws, statutes, or ordinances, including, but not limited to, the Human Trafficking Affidavit prior to the subcontractor performing any work.

SECTION 5. OBLIGATIONS OF THE CITY

The City shall provide to Contractor upon Contractor's request all pertinent information available to the City to assist Contractor in providing and performing the Services under this Agreement.

SECTION 6. STANDARD OF CARE; WARRANTY

A. Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with a contractor in the areas of practice required for the Services to be provided under this Agreement. Contractor, together with Contractor's employees, agents,

subcontractors, representatives, volunteers, and the like, shall exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor working on similar activities.

B. Contractor represents and warrants to the City that the Services shall be performed by qualified personnel in a professional manner conforming to generally accepted industry standards and practices, shall be free from faults and defects of design, material and workmanship, shall conform with the requirements of this Agreement, and that the materials and equipment furnished or used for work under this Agreement will be of good quality. This warranty shall extend to all necessary costs of repairs and replacements resulting from any faults or defects of design, material and workmanship, and shall be in addition to, and not in limitation of, any other rights or remedies available to the City under this Agreement or applicable law.

C. The City will promptly notify Contractor of any breach of warranty or other duty related to the Services, but the failure of the City to promptly notify Contractor shall not operate as a waiver of any of the City's rights hereunder. Contractor agrees to satisfy its warranty obligations upon receipt of notice from the City requiring same and shall immediately take all measures necessary to correct such failures or defects, without any cost to the City. If Contractor fails to properly meet its warranty obligations herein, the City may perform all or part of the same or obtain substitute services and charge Contractor for the costs of doing so.

SECTION 7. COMPENSATION

A. Pricing for Services performed under this Agreement shall be in accordance with the Bid Pricing Form attached hereto as **Exhibit B** and incorporated herein by this reference. Such pricing shall remain in effect through the end of the Initial Term. Pricing for Renewal Terms may be adjusted, at the City's sole discretion, based on changes in the Consumer Price Index for All Urban Consumers (CPI-U), South Urban Region; All Items, Not Seasonally Adjusted, Series ID: **CUUR0300SA0, CUUS0300SA0**, as published by the United States Bureau of Labor Statistics, for the preceding twelve-month period. Any proposed pricing adjustments shall be submitted in writing to the City for approval at least ninety (90) calendar days prior to a Renewal Term. No pricing adjustments shall be effective unless and until such adjustments are memorialized by written amendment as set forth herein.

B. The Parties may negotiate a not-to-exceed amount based on the Bid Pricing Form for each Task Authorization issued hereto. Contractor shall not proceed with any work that would exceed the established not-to-exceed amount until the City provides prior written authorization. The City shall have no obligation for any costs incurred beyond the not-to-exceed amount without such written authorization.

C. Payment for Services completed by Contractor shall be governed by and made in accordance with the Florida Local Government Prompt Payment Act (Fla. Stat. § 218.70 *et seq.*), as may be amended. Invoices shall include the applicable Task Authorization number and any other information reasonably required by the City. Invoices shall be submitted to the City of Mount Dora, Accounts Payable at 510 North Baker Street, Mount Dora, Florida 32757, unless otherwise indicated by the City in writing.

D. The Services to be performed under this Agreement are subject to the annual appropriation of funds by the City. The City reserves the right, in its sole discretion, to forgo use of Contractor for any work which may fall within the scope of the Services. In the event the City is not satisfied with the work performed by Contractor, the City reserves the right to withhold any amounts due until such

time as Contractor has appropriately addressed the problem, provided the City has given Contractor notice of defect.

SECTION 8. TERMINATION; RIGHT TO SUSPEND

A. The City may terminate this Agreement or any Task Authorization, in whole or in part, with or without cause upon thirty (30) days' prior written notice to Contractor. Unless otherwise directed by the City Manager or the Manager's designee, upon receipt of notice of termination, Contractor shall: (i) promptly discontinue work to the extent indicated on the notice of termination and terminate all outstanding subcontracts and purchase orders as they relate to the terminated portions of the Agreement or Task Authorization; (ii) deliver to the City all finished and unfinished deliverables and other materials in Contractor's possession or control paid for and/or previously owned by the City that relate to the terminated portions of the Agreement or Task Authorization; (iii) refrain from placing further orders and/or contracting with subcontractors; and (iv) complete any continued portions of the Services. Contractor shall use commercially reasonable efforts to assist the City and any new contractor to affect an efficient transition of work in progress and other responsibilities pursuant to the City's reasonable instructions in connection therewith at no additional expense to the City.

B. The City reserves the right to suspend Contractor's performance under any Task Authorization. If the City suspends performance for reasons not attributable to Contractor, the City shall compensate Contractor for its reasonable and demonstrable costs incurred during the suspension period.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED

A. In the event of the City's termination of this Agreement or any Task Authorization, in whole or in part, not due to the fault of Contractor, the City shall pay Contractor for all Services rendered to the City's satisfaction through the effective date of termination. Such payment shall be limited to the amount due for actual work performed or goods accepted and shall not include anticipated profit on unperformed services or undelivered goods.

B. In the event of the City's termination of this Agreement or any Task Authorization, in whole or in part, due to the fault of Contractor, or at the written request of Contractor, the City shall pay Contractor for all Services rendered to the City's satisfaction through the effective date of termination that has resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay caused by early termination.

C. Nothing in this Section shall be construed as the sole remedy available to the City in the event of default by Contractor.

SECTION 10. BANKRUPTCY OR INSOLVENCY

If Contractor shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of Contractor shall be appointed in any proceeding brought by or against Contractor, or if Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against Contractor's operations of the premises, the City may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 11. **INSURANCE**

A. Prior to commencing any Services and throughout the Term of this Agreement, Contractor shall procure and maintain, at its sole cost and expense, insurance in form and amounts set forth in **Exhibit C** attached hereto and incorporated herein by this reference. If Contractor uses subcontractors in connection with this Agreement, then Contractor shall require all subcontractors to procure and maintain the same insurance coverages set forth in **Exhibit C** and shall maintain proof of same on file and make such proof readily available upon request by the City.

B. For every insurance policy required hereunder, Contractor shall provide the City with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and include: (1) the name of the insured Contractor; (2) the specified job by name and job number; (3) the “City of Mount Dora” as an Additional Insured, except for workers’ compensation; (4) recognition of the indemnification requirements of this Agreement; (5) the name of the insurer; (6) the policy number and effective and termination dates; and (7) a statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The City’s acceptance of certificates or other documentation of insurance or policies that indicates less coverage than is required under this Agreement shall not constitute a waiver of Contractor’s obligation to fulfill the insurance requirements specified herein.

D. Contractor hereby waives for itself and for its insurers and underwriters all rights which each of them may hold to recover in subrogation, indemnity, contribution, or by direct cause of action for any damages, losses, and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. Contractor shall obtain consents, endorsements, or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution, and direct cause of action shall not abrogate, limit, or otherwise affect any insurance provided by Contractor and shall deliver evidence of same to the City upon reasonable request.

E. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor and/or subcontractor providing such insurance.

F. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The general liability and workers’ compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 12. **INDEMNIFICATION**

Contractor shall be liable for the actions of its agents, employees, partners, assignees, representatives, and subcontractors and shall indemnify and hold harmless the City and its officials, employees, agents, representatives, and volunteers from and against any causes of action, demands, claims, losses, fines, penalties, and expenditures, including, but not limited to, attorneys’ fees, court costs, and expenses, and any liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, to the extent caused, directly or indirectly, by the negligence, recklessness, or intentional misconduct of Contractor or its agents, employees, partners, representatives, or subcontractors in the performance of this Agreement. The provisions and obligations of this Section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration of this Agreement. Nothing herein shall be

construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. In the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed as enforceable to the maximum extent permitted by applicable law.

SECTION 13. **COMPLIANCE WITH LAWS, PERMITS, AND LICENSES**

Contractor shall procure and maintain, at its sole expense, all licenses, permits, and other governmental approvals necessary to perform the Services and shall comply with all applicable Federal, State, county, and/or municipal statutes, ordinances, regulations, and laws in the performance of such Services.

SECTION 14. **NOTICE**

All notices or communications required or permitted under this Agreement shall be in writing and be deemed delivered if delivered by hand or sent by certified mail, return receipt requested, to the addresses set forth below. Each Party shall notify the other in writing of any changes to their contact information. Routine, day-to-day communications may be conducted via email upon mutual agreement of the Parties.

CITY:	CONTRACTOR:
Attn: City Manager	Kevin Bellemore, Vice President
City of Mount Dora	Bellmore Enterprises, Inc.
510 N. Baker Street	10450 68th Street N.
Mount Dora, Florida 32757	Pinellas Park, Florida 33782

SECTION 15. **INDEPENDENT CONTRACTOR**

The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement and no course of dealing between the Parties shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities under this Agreement. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

SECTION 16. **ASSIGNMENT; BINDING EFFECT**

Contractor shall not assign this Agreement, in whole or in part, nor delegate any performance hereunder, without the express written approval of the City, which consent shall be at the City's sole discretion. Any assignment without such consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, personal representatives, successors, and/or assigns.

SECTION 17. **DISPUTES**

In the event of any dispute, claim, or controversy arising under or in connection with this Agreement, the Parties agree to first attempt to resolve the matter through good faith negotiations. Either Party may initiate the negotiation process by providing written notice outlining the nature of the dispute to the other Party. If the Parties are unable to resolve the dispute within thirty (30) days of

such notice, the Parties may proceed to resolve the matter through alternative dispute resolution procedures. The Parties shall bear the costs of their own legal fees with respect to any dispute resolution, including litigation. Notwithstanding the existence of a claim or other dispute between the Parties, Contractor shall be obligated to prosecute all work in a good and workmanlike manner and in accordance with this Agreement and any applicable Task Authorization as long as the City continues to make payment of undisputed amounts. Contractor and its subcontracts shall have no right to suspend the performance of Services hereunder or to cause any work to be delayed due to the existence of a claim or dispute.

SECTION 18. PUBLIC RECORDS

A. Pursuant to Fla. Stat. § 119.0701, Contractor agrees to:

1. Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance of Services under this Agreement.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Fla. Stat. Chapter 119, or as otherwise provided by law.

3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement Term, and following completion of this Agreement until the records are transferred to the City.

4. Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the City, all public records in Contractor's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. In the event of transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

B. In accordance with Florida law, Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City without liability, and any other penalties as provided by law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLA. STAT. CHAPTER 119 TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; 510 N. BAKER ST., MOUNT DORA, FL 32757; CLERK@MOUNTDORA.GOV.

SECTION 19. EQUAL OPPORTUNITY EMPLOYER

Contractor certifies that it is an equal opportunity employer and agrees to comply with all applicable Federal, State, and local equal opportunity employment laws. Contractor further agrees to include a similar equal opportunity employer provision in all subcontracts entered into pursuant to

this Agreement, if any, and will take reasonable steps to ensure compliance with such provision by its subcontractors.

SECTION 20. FORCE MAJEURE

Neither Party shall be liable for any delay in performance or failure to perform any obligation hereunder if and to the extent that such failure or delay is caused by an event or condition beyond its reasonable control (a “Force Majeure Event”). A Force Majeure Event shall include, but not be limited to, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, pandemics, epidemics, local disease outbreaks, public health emergencies, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, or acts of God. A delayed or nonperforming Party shall use reasonable efforts to notify the other Party of the occurrence of a Force Majeure Event within five (5) days of the Event’s occurrence.

SECTION 21. AUDITING, RECORDS, AND INSPECTION

Throughout the Term, Contractor shall maintain, and require any subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the “Records”) in compliance with generally accepted accounting procedures. Such Records shall be available upon reasonable notice for examination and audit by an authorized City representative. Contractor further agrees to retain such Records for a period of five (5) years after the termination or natural expiration of this Agreement. Contractor acknowledges that the Records shall be subject to the applicable provisions of the Florida Public Records Act, Fla. Stat. Chapter 119. The City reserves the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City and to terminate this Agreement based upon the audit findings without regard to any notice requirements for termination set forth herein.

SECTION 22. SOVEREIGN IMMUNITY

The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Fla. Stat. § 768.28. Notwithstanding anything in this Agreement to the contrary, nothing herein shall be deemed as a waiver of immunity or limit of liability of the City beyond any statutory limited waiver of immunity or limits of liability which have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, attorneys’ fees, and costs, regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies as specifically contained in this Agreement.

SECTION 23. CONFLICT OF INTEREST

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

the right to immediately terminate this Agreement without liability and without regard to any notice requirements herein and any other penalties provided by law.

SECTION 24. E-VERIFY

Pursuant to Fla. Stat. § 448.095(5), Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors performing Services under this Agreement to use the E-Verify system for any newly hired employees. Contractor shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with Fla. Stat. § 448.095. Contractor shall retain a copy of such affidavit(s) for the duration of this Agreement. Contractor hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of Fla. Stat. § 448.095. Upon request, Contractor shall provide evidence of such registration and compliance. Contractor acknowledges that failure to comply with this Section, including failure to secure and retain subcontractor affidavit(s), shall result in immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law. In the event the City incurs costs as a result of Contractor's breach of this Section, all such costs shall be paid by Contractor immediately upon receipt of notice of the same from the City. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 25. PUBLIC ENTITY CRIMES

In accordance with Fla. Stat. § 287.133, no person or affiliate, as defined in therein, shall be allowed to contract with the City, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Contractor hereby affirms that neither Contractor nor any of Contractor's affiliates or subcontractors are on the convicted vendor list. Contractor shall notify the City immediately if Contractor, or any affiliate or subcontractor, is placed on the convicted vendor list during the Term of this Agreement. Contractor acknowledges that failure to comply with this provision may result in the immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law.

SECTION 26. SCRUTINIZED COMPANIES

In accordance with Fla. Stat. § 287.135, Contractor hereby certifies that neither Contractor nor any subsidiary, parent company, or affiliate of Contractor is engaged in a boycott of Israel, nor is on the Scrutinized Companies or Other Entities that Boycott Israel List. Contractor further agrees that Contractor will not subcontract with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies or Other Entities that Boycott Israel List. In the event Contractor, or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies or Other Entities that Boycott Israel List during the Term of this Agreement, Contractor shall immediately notify the City. Contractor acknowledges that failure to comply with this Section, including any false certification, may subject Contractor to civil penalties, immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law.

SECTION 27. **APPLICABLE LAW; VENUE; JURY TRIAL WAIVER**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Venue for any action arising under this Agreement shall be in the State or Federal courts having jurisdiction in Lake County, Florida. The Parties hereby submit to the exclusive jurisdiction and venue of any such court. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

SECTION 28. **ATTACHMENTS**

Contractor hereby certifies and acknowledges the truthfulness and accuracy of all attachments submitted to the City as part of Contractor's bid response to ITB#25-EL-026. All such attachments are hereby ratified. If Contractor knowingly submitted such attachments to the City with false or incorrect information, then such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any other remedies available to the City.

SECTION 29. **HUMAN TRAFFICKING AFFIDAVIT**

Contractor hereby certifies that Contractor does not use "coercion" for "labor" or "services," as defined in Fla. Stat. § 787.06, and that Contractor has provided to the City an executed Human Trafficking Affidavit, attached hereto as **Exhibit D** and incorporated herein by this reference, in accordance with Fla. Stat. § 787.06.

SECTION 30. **WAIVER; SEVERABILITY**

No waiver of the City of any term or right in this Agreement shall be effective unless in writing and signed by an authorized representative. The City's failure to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter. If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

SECTION 31. **COUNTERPARTS; ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

SECTION 32. **HEADINGS; JOINT AUTHORSHIP**

All headings and captions contained in this Agreement and any exhibits or attachments hereto are for the purpose of convenience only and shall not be deemed to expand, limit, or change the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

SECTION 33. NO THIRD-PARTY BENEFICIARIES

This Agreement is being entered into for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

SECTION 34. ENTIRE AGREEMENT; AMENDMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the Parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement. The covenants, terms, and provisions of this Agreement may only be amended, supplemented, or otherwise changed by written instrument executed by an authorized representative of each Party.

SECTION 35. CONFLICT

To the extent there are any conflicts or inconsistencies between this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall govern and control. In addition, in the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and/or materials to be provided and performed under this Agreement, the Parties hereby expressly acknowledge and agree that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any terms, provisions, or conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by Contractor shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 36. ACKNOWLEDGEMENT OF FEDERAL FUNDS; INCORPORATION

A. The Parties expressly acknowledge that:

1. Federal financial assistance may be used to fund all or a portion of work under this Agreement. Contractor agrees to comply with all applicable Federal law, regulations, and executive orders, including the Federal Requirements and Certifications (2 C.F.R. Part 200, Appendix II) attached hereto as **Exhibit E** and incorporated herein by this reference.

2. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this Agreement or any Task Authorization issued hereunder.

B. To the extent Federal financial assistance is used to fund any Services provided under this Agreement, Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

C. The Parties hereby incorporate the City of Mount Dora Title VI/Nondiscrimination Policy, which was adopted by the City pursuant to Resolution No. 2025-47, into this Agreement.

SECTION 37. EFFECTIVE DATE

This Agreement shall go into effect on the latest date of execution by all signatories to this Agreement (the "Effective Date").

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the dates set forth below.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

Date

BELLMORE ENTERPRISES, INC.

K. Belmore

Signature

KEVIN BELLEMORE

Name

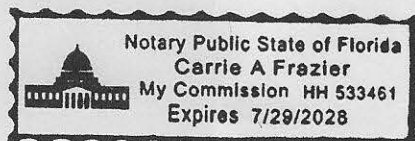
VP

Title

STATE OF FLORIDA
COUNTY OF Duval

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 20th day of November 2025, by Kevin Belmore, who personally swore that he/she is authorized to execute this Agreement and thereby bind Contractor, and who ☒ is personally known to me or ☐ has produced _____ as identification.

(stamp)



Carrie A. Frazier

NOTARY PUBLIC, State of Florida

EXHIBIT A

DETAILED SCOPE OF WORK/TECHNICAL SPECIFICATIONS/SPECIAL CONDITIONS

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DETAILED SCOPE OF WORK DESCRIPTION:

The City of Mount Dora Electric, hereafter known as the City, seeks contractors with experience in installation of underground electric utility conduit. This scope requires conduit installation using horizontal directional drilling, missile bore, and or trenching. Conduit installation will be determined for each project given the most efficient, cost effective and safe method.

Conduit installation locations may be both residential and commercial, routed along right-of-ways, utility easements, under streets, highways, railroads, and other surface features. Work will be required within the city, county, state, rail, or other public or private property rights-of-way using directional boring and or trench techniques. The conduits range from one (1) to four (4) in diameter. The depth, length, and number of conduits of each bore will vary based on the specific project type and requirements.

The City does not install multiple 12kV conductors within the same conduit, therefore unit pricing may encompass a combination of units given the requirements of the type of construction and design. The City electric underground standards utilize the following conduit arrangement(s) within the same bore and or trench line.

- A. Single conduit - 12kV URD, 600V and below single and three phase secondary
- B. Three conduits - 12kV URD
- C. Combinations of single and three phase stacked from 36" and below, in conjunction with varying width trench and or bore line.

The City requires the use of High Density Poly Ethylene, HDPE Schedule 40 Electrical grade Roll Pipe – Non-Stick pipe, in conjunction with Carlon, Standard “E-Loc”® couplings, installed at lengths up to 1100 feet. The City does not utilize conduit elbows in this type of design. The contractor shall assist in stubbing up all conduits when concrete vaults are utilized in a project design. Units for installation of conduit in below grade vaults and or switches shall include the following scope.

The Contractor will remove and restore soil necessary for installation of below grade underground equipment to include vaults used for Splicing and pad-mounted Switchgear. The contractor shall stub conduits within placement of a vault and or switchgear. The City Utility shall install the vault/switchgear. The Contractor shall restore soil and grade. These costs shall be included within Unit Pricing.

The Contractor shall furnish all materials, labor, equipment, and supervision to perform the scope of conduit installation, and be included within the outlined unit pricing. Exceptions to this scope of work as presented shall be noted in the proposer’s RFP. The City shall provide a construction design indicating the work desired along with scheduling or deadline requirements. Any deviations from the City’s design or any pre-scheduled timelines require coordination and prior approval of the City. In the event the Contractor is unable to meet the City’s requirements and dates, the City reserves the right to award assigned work to another contractor or use other resources to perform this work.

Projects are issued by means of a City Task Authorization, establishing a per assigned project cost based upon the assigned contractor’s quotation utilizing unit pricing submitted under this ITB. All City approved Task Authorizations establish a “Not to Exceed” amount for the assigned project.

BORE DEPTHS

All bore depths and lengths will vary according to the work. Typically, bore depths range from 36” to 48” in depth. All requested projects shall include and accommodate for conflicting utilities, site conditions and terrain in the installation of requested conduit and or duct systems. Pricing shall factor in deeper depth bores as the diameter of the bore increases. The contractor may, with prior, written City approval, elect to install the product at greater depth than shown on drawings. The contractor shall notify the City representative immediately if the bore is moving out of the approved variance. **VIEWING PIT**
A viewing pit may be required for some bores to confirm the depth, location, and utility clearance throughout the bore length. The viewing pit must be large enough to visibly verify the aforementioned requirements.

USE OF WATER and SLURRY

All water and slurry used on site shall be properly contained and removed from the job site and not allowed to runoff.

PERMITS

The Contractor will be responsible for acquiring all permits, including DOT, Peoples Gas Transmission and Distribution, shall be completed by the contractor, and included as part of the submitted unit pricing. The Contractor will be responsible for complying with all provisions set forth within each permit. The contractor must confine work activities to easements or public right-of-way. Failure to keep work activities to the authorized work zone shall make the Contractor liable for damage claims and property restoration. The contractor shall immediately notify the City if any significant deviation or problem occurs during the bore.

SAFETY

The Contractor shall conduct all operations in a safe manner and in accordance with all local, state, federal, and city regulations. The City reserves the right to inspect the Contractor’s safety and training records prior to and after the award of the contract or task order. The Contractor shall immediately correct any unsafe conditions identified by the City. In some cases, if the Contractor fails to immediately correct such unsafe conditions, The City may either have the unsafe conditions corrected by others at the Contractor's expense or direct that the work be stopped immediately in the area of the unsafe condition.

SIGNAGE BARRICADING AND SITE SAFETY

The Contractor is responsible for providing and installing all necessary warning, and safety devices including proper shoring and barricading that would protect the safety and health of the public and construction workers until the work has been finished and accepted. All barricading, signage, and safety equipment will be provided by the Contractor, and included as part of the submitted unit pricing.

If the work is carried on or adjacent to any street, alley, or public place, the Contractor shall, at the Contractor’s own cost and expense, furnish, erect, and maintain sufficient barricades, fences, lights, and danger signals, and shall take such other precautionary measures as are necessary for the protection of persons or property and of the work.

PROJECT COMPLETION/SCHEDULE

The City and contractor shall establish a reasonable documented completion date at the beginning of each project. Work at any individual bore site shall be completed, including restoration in a timely fashion. If the Contractor is unable to meet the completion date established, the Contractor will be responsible for any charges incurred by the City due to the delay. The City will work with the Contractor through delays not caused by the Contractor like weather, etc. The City requires any delays to be reported immediately on the scheduled workday. The City reserves the right to alter work in progress for emergencies or as deemed necessary. The City will establish the Contractor work hours and work days on a per project basis.

SITE CONDITIONS

If the Contractor encounters rock and or similar material, the City Representative must be notified immediately prior to continuation in order to determine a rock price and how to proceed. The City does not provide equipment staging areas. Unit pricing is for road sub-surface compaction other than Lime Rock Base, which would reside in close proximity to the excavation site for restoration.

MATERIALS

Unless otherwise noted, the Contractor is to supply all materials, equipment, tools and labor needed to complete the job safely and within the proposed timeline.

The City specifies only High Density Poly Ethylene roll pipe in continuous lengths due to its flexibility, durability and high impact resistance.

1. Conduit runs shall be Gray, High Density Poly Ethylene, and HDPE Schedule 40 Electrical grade Roll Pipe – Non-Stick. HDPE shall meet or exceed properties listed in ASTM D-3350.
2. Conduit couplings shall be Carlon, Standard “E-Loc”® Designed for use with smooth wall OD controlled inner duct (ASTM 3035), Schedule 40 and Schedule 80 inner duct, and is pressure tight to internal pressures above 200 psi when restrained or buried.
3. Conduit shall be buried to a minimum depth of 48 inches below final grade.
4. At the end of each run of conduit, the pipes should be 12” above final grade in the arrangement.
5. All Conduit installations shall have a 2500 pound rated pull tape installed within the conduit.

UTILITIES AND LINE LOCATES

The Contractor will be responsible for obtaining all necessary excavation locations (locates) and coordinating with other utilities in the work vicinity prior to digging. Other facilities may be present and each site shall be thoroughly researched prior to any work beginning. Florida Sunshine 811 network, <https://sunshine811.com/>.

CLEANUP AND RESTORATION

The Contractor shall be responsible for the cleanup and restoration of all areas disturbed in any way during the course of construction. The level of surface restoration must be equal to the original undisturbed condition or at a level approved by the City or permit specifications. The Contractor shall bring the surface to its original shape and finished grade. The Contractor is responsible for the control and disposal of all spoils onsite at each job location, in accordance with all State, Federal, and local

requirements. Where excessive damage occurs outside of the job site, the Contractor will make these repairs at their expense (i.e. Sod replacement, landscaping, fencing, concrete, and/or asphalt). Cleanup and restoration must be approved by the City representative before work is considered complete. As requested, bore pits shall be backfilled and compacted in eight-inch (8") lifts, or in accordance with the governing Authority or ROW owner. Surfaces shall be restored to original or better condition and to the satisfaction of the employer, governing authorities, and ROW owners.

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EXHIBIT B

BID PRICING FORM (5 Pages)

Separate Bid Pricing Form (Excel File) uploaded with this ITB for use in submitting your bid. The quantities listed are estimates only. Project billing will be based on the ACTUAL quantities used per assigned project. Contractors are responsible for their own quantity takeoffs/measurements per assigned project.

The “GRAND TOTAL” AMOUNT WILL BE USED FOR DETERMINATION OF LOWEST PRICED BID.

Unit	Description	Estimated Quantity	Depth	Conduit Size	Unit Price - (Includes Materials, Equipment and Labor)	Extended Pricing (Qty x Unit Price)
HORIZONTAL DIRECTIONAL DRILL (HDD)						
D-2	HDD HPDE PIPE	1	36"-48"	2"	\$ 18.00	\$ 18.00
D-3	BORE HPDE PIPE	4,640	36"-48"	3"	\$ 21.50	\$ 99,760.00
D-4	BORE HPDE PIPE	1	36"-48"	4"	\$ 23.00	\$ 23.00
DAP-2	<i>BORE each additional HDPE PIPE</i>	1	36"-48"	2"	\$ 7.50	\$ 7.50
DAP-3	<i>BORE each additional HDPE PIPE</i>	9,281	36"-48"	3"	\$ 11.50	\$ 106,731.50
DAP-4	<i>BORE each additional HDPE PIPE</i>	1	36"-48"	4"	\$ 12.50	\$ 12.50
MISSILE BORE						
B-2	BORE HPDE PIPE	1	36"-48"	2"	\$ 15.50	\$ 15.50
B-3	BORE HPDE PIPE	2,000	36"-48"	3"	\$ 19.00	\$ 38,000.00
B-4	BORE HPDE PIPE	1	36"-48"	4"	\$ 23.00	\$ 23.00
BAP-2	<i>BORE each additional HDPE PIPE</i>	1	36"-48"	2"	\$ 7.50	\$ 7.50
BAP-3	<i>BORE each additional HDPE PIPE</i>	2,000	36"-48"	3"	\$ 11.50	\$ 23,000.00
BAP-4	<i>BORE each additional HDPE PIPE</i>	1	36"-48"	4"	\$ 12.50	\$ 12.50

Bid Pricing Form Continues on Next Page

HAND TRENCH						
Unit	Description	Estimated Quantity	Depth	Conduit Size	Unit Price - (Includes Materials, Equipment and Labor)	Extended Pricing (Qty x Unit Price)
HT-3	Hand Trench, backfill, 12" width	3,000	36"	3"	\$ 17.50	\$ 52,500.00
HT-4	Hand Trench, backfill, 12" width	1	36"	4"	\$ 19.00	\$ 19.00
HTD-2	Hand Trench, backfill, 12" width	1	48"	2"	\$ 16.50	\$ 16.50
HTD-3	Hand Trench, backfill, 12" width	1	48"	3"	\$ 18.50	\$ 18.50
HTD-4	Hand Trench, backfill, 12" width	1	48"	4"	\$ 20.00	\$ 20.00
HTAP-1	TRENCH each additional HDPE PIPE	4,000	36"-48"	2"	\$ 4.50	\$ 18,000.00
HTAP-2	TRENCH each additional HDPE PIPE	6,000	36"-48"	3"	\$ 6.00	\$ 36,000.00
HTAP-3	TRENCH each additional HDPE PIPE	1	36"-48"	4"	\$ 6.50	\$ 6.50

Bid Pricing Form Continues on Next Page

MACHINE TRENCH: Machine trench (with backhoe) and backfill depth and indicated						
Unit	Description	Estimated Quantity	Depth	Conduit Size	Unit Price – (Includes Materials, Equipment and Labor)	Extended Pricing (Qty x Unit Price)
MT-2	Machine Trench, backfill, 12" width	14,964	36"	2"	\$ 12.00	\$ 179,568.00
MT-3	Machine Trench, backfill, 12" width	1	36"	3"	\$ 13.00	\$ 13.00
MT-4	Machine Trench, backfill, 12" width	1	36"	4"	\$ 14.00	\$ 14.00
MTD-2	Machine Trench, backfill, 12" width	1	48"	2"	\$ 13.00	\$ 13.00
MTD-3	Machine Trench, backfill, 12" width	1	48"	3"	\$ 14.00	\$ 14.00
MTD-4	Machine Trench, backfill, 12" width	1	48"	4"	\$ 15.00	\$ 15.00
MT-EXT6	Machine Trench, backfill, each additional 6" in width	1	NA	NA	\$ 1.50	\$ 1.50
MTAP-1	<i>TRENCH each additional HDPE PIPE</i>	1	36"-48"	2"	\$ 4.50	\$ 4.50
MTAP-2	<i>TRENCH each additional HDPE PIPE</i>	1	36"-48"	3"	\$ 6.00	\$ 6.00
MTAP-3	<i>TRENCH each additional HDPE PIPE</i>	1	36"-48"	4"	\$ 6.50	\$ 6.50

BELOW GRADE VAULT AND SWITCHGEAR INSTALLATION						
Unit	Description	Estimated Quantity	Depth	Unit Price – (Includes Materials, Equipment and Labor)	Extended Pricing (Qty x Unit Price)	
V-1	Below grade Vault	5	36"-48"	\$ 100.00	\$	500.00
S-2	Below grade Switch Gear	3	36"-48"	\$ 250.00	\$	750.00
PAD MOUNT						
P-1	Pad Mount Stub-up	48	36"-48"	\$ 0.00	\$	0.00

SURFACE RESTORATION: These units shall be used when site conditions require the removal and replacement of pavement. All equipment, materials, and labor will be provided. Pricing unit is per square foot of area removed or replaced. Pricing to include hauling and disposal of excess materials and debris.				
Unit	Description	Estimated Quantity Per Sq. Ft.	Unit Price – (Includes Materials, Equipment and Labor)	Extended Pricing (Qty x Unit Price)
S-1	Removal of asphalt pavement 2" thick or less	1	\$ 10.00	\$ 10.00
S-2	Replacement of asphalt pavement 2" thick or less	1	\$ 10.00	\$ 10.00
S-3	Removal of lime rock base, 8" or less	1	\$ 10.00	\$ 10.00
S-4	Replace of lime rock base, 8" or less	1	\$ 10.00	\$ 10.00
S-5	Replace of lime rock base, 12" or less	1	\$ 11.00	\$ 11.00
S-6	Replace of lime rock base, 12" or less	1	\$ 11.00	\$ 11.00
S-7	Replace of concrete, 6" or less	1	\$ 10.00	\$ 10.00
S-8	Replace of concrete, 6" or less	1	\$ 10.00	\$ 10.00
S-9	Each additional 1" of concrete	1	\$ 2.00	\$ 2.00

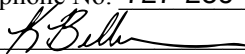
LANDSCAPING: These units shall be used for the replacement of landscaping disturbed during the work, the contractor shall provide all sod, seed and mulch. Pricing unit is per square foot of area, including the hauling and removal of excess material and debris.				
Unit	Description	Estimated Quantity Per Sq. Ft.	Unit Price – Includes Materials, Equipment and Labor	Extended Pricing (Qty x Unit Price)
L-1	Replace sod with similar sod type	100	\$ 3.00	\$ 300.00
L-2	Rake, mulch as seed with grass	1	\$ 1.00	\$ 1.00

Grand Total (all extended pricing lines)	\$ 555,482.00
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Bid Pricing Form Continues on Next Page

All costs in connection with the successful completion of the individual projects assigned, including furnishing all materials, equipment, supplies, and appurtenances; providing all equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered. All billing will be based upon approved project TASK AUTHORIZATION quantities and total. Assigned Contractor is responsible for all quantity takeoffs/measurements per assigned project.

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

Bidder/Contractor Name: BELLMORE ENTERPRISES INC
Mailing Address: 10450 68TH ST N. PINELLAS PARK, FL 33782
Telephone No. 727-259-9366 Email Address: BELLMOREINC@AOL.COM
 KEVIN BELLEMORE FEIN: 59-3693642
Authorized Signature Printed Name
VICE PRESIDENT 10/23/2025
Title Date

PLEASE COMPLETE AND SUBMIT THIS ENTIRE FIVE (5) PAGE BID PRICING FORM WITH YOUR RESPONSE

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Firm shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Firm or anyone employed or utilized by the Contractor/Vendor/Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| <p>This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.</p> | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☐ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS
(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state **ITB #25-EL-026 "UNDERGROUND ELECTRIC CONDUIT AND DUCT-LINE INSTALLATION SERVICES (REBID)"**

=====

BIDDER'S AND INSURANCE AGENT'S STATEMENT:

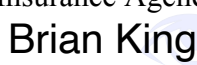
We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITB**.

BELLMORE ENTERPRISES INC
Company

Authorized Signature

KEVIN BELLEMORE - VP
Printed Name & Title

BELLMOREINC@AOL.COM
Email

Mulling Insurance Agency
Insurance Agency

Signature of Bidder's Agent

10450 68TH ST NORTH
Address

PINELLAS PARK, FL 33782
City, State, Zip Code

727-259-9366
Telephone No.

N/A
Fax No.

EXHIBIT D

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of BELLMORE ENTERPRISES INC, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

K. Belle
Authorized Signature

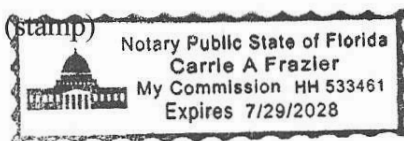
BELLMORE ENTERPRISES INC
Company

KEVIN BELLEMORE
Printed Name

VICE PRESIDENT
Title

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Kevin Bellemore, as VP of Bellmore Ent Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 20th day of October, 2025.



Carrie A Frazier
NOTARY PUBLIC

EXHIBIT E
Federal Requirements and Certifications
Appendix II to 2 C.F.R. Part 200

The following certifications and provisions are required and apply only when the City expends Federal funds pursuant to this Agreement or any Task Authorization resulting therefrom. **Accordingly, the Parties agree that the following terms and conditions apply to the Agreement and all Task Authorizations between the City and Contractor where Contractor has been paid or will be paid with Federal funds, and only to the extent applicable to the Agreement type or dollar amount:**

- A. REMEDIES.** When the City expends Federal funds under this Agreement in excess of the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. § 1908, the City reserves all rights and privileges under the applicable laws and regulations with respect to this Agreement in the event of breach of Agreement by either Party.
- B. TERMINATION FOR CAUSE AND FOR CONVENIENCE.** The Parties shall comply with the termination for cause provision and the termination for convenience provisions in the Agreement.
- C. EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, if this Agreement or any Task Authorization meets the definition of “federally assisted construction Agreement” in 41 CFR § 60-1.3, Contractor agrees as follows during the performance of the Agreement:
 - 1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such

employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT.

1. **Davis-Bacon Act.** If applicable under this Agreement or any Task Authorization, Contractor certifies that all transactions relating to this Agreement or Task Authorization shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141- 3144, and 3146-3148) and the requirements of 29 CFR Part 5, as may be applicable. Contractor shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 CFR Part 5, as applicable,

including, but not limited to, paying wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay such wages not less than once a week.

2. **Copeland “Anti-Kickback” Act.** Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. Contractor and any subcontractor shall insert in any subcontracts this subsection and such other clauses as the Federal Government may require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this subsection. A breach of this subsection may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT. If the City expends Federal funds in excess of \$100,000 under this Agreement or any Task Authorization, and the Agreement or said Task Authorization involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of any work under the Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek
2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of Subsection (E)(1) above, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, Contractor and any subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of Subsection (E)(1) above, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by Subsection (E)(1) above.

3. **Withholding for Unpaid Wages and Liquidated Damages.**

- i. *Withholding Process.* The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section (E), any other Federal Agreement with the same prime contractor, or any other Federally assisted Agreement subject to the Agreement Work Hours and Safety Standards Act (“CWHSSA”) that is held by the same prime contractor (as defined in 29 CFR § 5.2). The necessary funds may be withheld from Contractor under this Agreement, any other Federal Agreement with the same prime contractor, or any other Federally assisted Agreement that is subject to the CWHSSA and is held by the same prime contractor, regardless of whether the other Agreement was awarded or assisted by the same agency, and such funds may be used to satisfy Contractor’s liability for which the funds were withheld.
- ii. *Priority to Withheld Funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR §§ 5.5(a)(2)(i) or (b)(3)(i), or both over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. §§ 3901-3907.

4. **Subcontracts.** Contractor and any of its subcontractors must insert in any subcontracts the clauses set forth in Subsections (E)(1)-(5) of this Section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Subsections (E)(1)-(5) of this Section. In the event of any violations of these clauses, Contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor, including Contractor, of any conduct which the worker reasonably believes constitutes a violation of the CWHSSA or its implementing

regulations in this part;

- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- iv. Informing any other person about their rights under CWHSSA or this part.

6. **CWHSSA Required Records Clause.** If this Agreement or any Task Authorization is subject only to the CWHSSA and not to any of the other laws referenced by 29 CFR § 5.1, Contractor and any subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the Task Authorization is completed for all laborers and mechanics, including guards and watchpersons, working pursuant to this Agreement or Task Authorization. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. The records to be maintained under this subsection must be made available by Contractor or any of its subcontractor for inspection, copying, or transcription by authorized representatives of the City and the Department of Labor, and Contractor or its subcontractor will permit such representatives to interview workers during working hours on the job.

- F. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient agree to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

1. **Clean Air Act.** If the City expends Federal funds in excess of \$150,000 under this Agreement or any Task Authorization, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate Federal Government Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
2. **Federal Water Pollution Control Act.** If the City expends Federal funds in excess of \$150,000 under this Agreement or any Task Authorization, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water

Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to applicable Federal Government Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

H. DEBARMENT AND SUSPENSION. Contractor understands that a contract award (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” If this Agreement or any Task Authorization is a “covered transaction” for purposes of 2 CFR Part 180 and 2 CFR Part 3000, Contractor certifies by signing this Agreement that Contractor has verified that none of Contractor’s principals or its affiliates are excluded or disqualified. Contractor also certifies that it has or will verify that all subcontractors performing work pursuant to this Agreement or Task Authorization are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements of 2 CFR § 180.220. The certification in this Section is a material representation of fact relied upon by the City. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR § 180.220 throughout the period of this Agreement and any Task Authorization that may arise under this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

I. BYRD ANTI-LOBBYING AMENDMENT. When Federal funds in excess of \$100,000 are expended by the City pursuant to this Agreement, Contractor certifies that throughout the period of this Agreement and any Task Authorization that may arise under this Agreement Contractor shall be in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractor further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal Agreement, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, Contractor shall complete and submit a Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this Section I be included in all covered subcontracts exceeding \$100,000 in Federal funds, at all appropriate tiers, and that all

subcontracts shall certify and disclose accordingly.

J. PROCUREMENT OF RECOVERED MATERIALS. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, making maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the Agreement performance schedule; (ii) meeting Agreement performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

K. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. When Federal funds are expended by the City, Contractor certifies by signing this Agreement that Contractor shall comply with 2 CFR § 200.216.

1. Definitions. As used in this Section, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

2. Prohibition.

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in Subsection 3 of this Section applies, Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from FEMA to:
 - A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - B. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - C. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - D. Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component

of any system, or as critical technology as part of any system.

3. Exceptions.

- i. This Section does not prohibit contractors from providing:
 - A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - A. Covered telecommunications equipment or services that are not used: (1) as a substantial or essential component of any system; and (2) as critical technology of any system.
 - B. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting Requirement.

- i. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Agreement performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in Subsection 4.ii. of this Section to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.
- ii. Contractor shall report the following information pursuant to Subsection 4.i. of this Section:
 - A. Within one business day from the date of such identification or notification: The Agreement number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - B. Within 10 business days of submitting the information in Subsection 4.ii.A. of this Section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. Contractor shall insert the substance of this Section K, including this Subsection 5, in all subcontracts and other contractual instruments.

- L. DOMESTIC PREFERENCES FOR PROCUREMENTS.** As appropriate, Contractor shall, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this Section, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- M. BUILD AMERICA, BUY AMERICA ACT (BABAA).** In the event a Task Authorization is issued for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act, Contractor shall file the required certification to the City prior to commencing any work unless the domestic preference requirement is waived by the Federal Government. Contractor and any of its subcontractors shall certify that no Federal financial assistance funding for infrastructure project will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractor and any of its subcontractors shall also disclose any use of Federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the City who, in turn, will forward the disclosures to the appropriate Federal Agency.
- N. DHS LOGO.** Contractor acknowledges and agrees that Contractor must obtain written permission from the U.S. Department of Homeland Security (“DHS”) prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
- O. MODIFICATIONS TO SCOPE OF WORK/CHANGE ORDERS.** The Parties expressly acknowledge and agree that to be allowable under a Federal Government grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.



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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the Agreement between the City of Mount Dora and HDD of Florida LLC related to Underground Duct-Line Installation

Introduction:

This request is for City Council to approve the contract agreement for Underground Duct-Line Installation between the City of Mount Dora and HDD of Florida LLC.

Discussion:

In September 2025, the City of Mount Dora issued ITB #25-EL-026 soliciting proposals for Underground Conduit and Duct-line Installation Services. The bid structure established unit-based costs for horizontal directional drill, missile bore and/or hand trench of various size conduits and depths. Out of the four responses received, two were determined to be complete, responsive, and qualified. On November 18th 2025, City Council approved the intent to award ITB #25-EL-026 for Underground Conduit and Duct-line Installation Contract Services to Bellmore Enterprises Inc. and HDD of Florida LLC. This request is to approve the contract agreement between the City of Mount Dora and HDD of Florida LLC for the purpose of installing underground duct-line.

The City of Mount Dora Electric Utility constructs and maintains all electric distribution facilities for its municipal power system. This includes overhead and underground power lines, poles, transformers, and substations. In 2019, the utility began using advanced construction techniques to install underground conduit for overhead conversion projects and new construction. Rather than incurring the high cost of purchasing the specialized equipment, a contractor is utilized to provide these services.

Budget Impact:

Budget impact will only occur as the result of a qualifying project or event. Funds have been appropriated for this purpose in the adopted FY 2025-26 CIP. Upon the occurrence of other qualifying projects, funding will be identified from the CIP budget or a budget amendment will be prepared for Council authorization pursuant to City policy.

Strategic Impact:

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

Goal 7: Develop new infrastructure to support sustainable growth management

Goal 8: Ensure that utility and public works infrastructure is properly maintained to meet established safety and minimum level of maintenance standards.

Recommendation:

City Council approve the agreement between the City of Mount Dora and HDD of Florida LLC related to Underground Duct-Line Installation.

Attachment(s):

1. HDD Underground Duct-Line Agrmt (v1)(HRN 11.19.2025)

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

Reviewed by:

Steve Langley, Assistant City Manager-Electric Utility Director

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/20/2025

Approved - 11/20/2025

Approved - 11/20/2025

Approved - 11/20/2025

Approved - 11/21/2025

Approved - 11/21/2025

Final Approval - 11/21/2025

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation, with an address of 510 N. Baker Street, Mount Dora, Florida 32757 (the “City”), and **HDD OF FLORIDA LLC**, a Florida limited liability company with an address of 10112 Colt Lane, Winter Garden, Florida 34787 (the “Contractor”) (each individually referred to as a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, on September 30, 2025, the City issued ITB#25-EL-026 (the “ITB”) seeking bids from qualified firms to provide underground electric conduit and duct-line installation services on an as-needed basis; and

WHEREAS, upon evaluation of all submittals received in response to the ITB, the City determined that the bid submitted by Contractor constituted one of the most qualified, responsive, and responsible bids offering the lowest price; and

WHEREAS, the City has selected Contractor to provide the services identified herein on a continuing basis, and Contractor is willing to provide such services under the terms and conditions of this Agreement.

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

SECTION 1. RECITALS

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM

This Agreement shall commence on the Effective Date, as defined herein, and remain in effect for an initial term of three (3) years (the “Initial Term”), unless sooner terminated as set forth herein. This Agreement may be renewed for two (2) additional one-year periods (each a “Renewal Term” and collective with the Initial Term referred to as the “Term”) by mutual written consent of the Parties.

SECTION 3. SCOPE OF SERVICES

A. The City shall, from time to time at its sole discretion, authorize Contractor to provide the underground electric conduit and duct-line installation services described in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference (the “Services”). The scope of work for each specific project under this Agreement shall be set forth in a written task authorization (a “Task Authorization”) issued by the City. Each Task Authorization shall be deemed incorporated into and made part of this Agreement upon execution of the Parties. In the event of conflict or inconsistencies between this Agreement and any Task Authorization, the terms of this Agreement shall govern and control. No obligation to either provide or pay for any Services shall be incurred by either Party unless and until a Task Authorization has been executed in accordance with the terms of this Agreement.

B. Contractor acknowledges that the City may require the inclusion of supplementary provisions in a Task Authorization to ensure compliance with any applicable funding restrictions, including, but not limited to, requirements or limitations imposed by State or Federal funding sources.

C. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including any Task Authorization issued under this Agreement; provided, however, that the foregoing shall not be construed to limit a Party's cure period as provided herein.

D. The City may make changes to the Services within the general scope of this Agreement. Such changes may consist of additions, deletions, or other revisions to the Services, which changes must be authorized by written change order or Task Authorization amendment executed by the Parties. The City shall not be liable for any changes that have not been properly authorized and approved in accordance with this Agreement. Upon receiving notice of a contemplated change from the City, Contractor shall provide the City with a written estimate reflecting any anticipated adjustments in cost and project completion dates. The City may, at its discretion, direct Contractor to suspend any portion of work affected by or related to a contemplated change pending the City's decision to proceed.

SECTION 4. OBLIGATIONS OF CONTRACTOR

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

A. Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or services of any type necessary to perform and complete the Services in a good and workmanlike manner and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the City or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor shall remain authorized to do business within the State of Florida, maintain adequate and competent staff, and ensure that all its employees, agents, representatives, volunteers, and the like, fully comply with all the terms and conditions set forth herein.

C. The Services shall only be performed by Contractor and shall not be subcontracted to any third party or other independent contractors without the City's prior written approval, which approval shall be at the City's sole discretion. Contractor shall be responsible for the payment of all subcontractors and remain liable for the satisfactory completion of all subcontracted work. Contractor shall ensure that any approved subcontractor executes all affidavits and certifications required by Federal, State, or local laws, statutes, or ordinances, including, but not limited to, the Human Trafficking Affidavit prior to the subcontractor performing any work.

SECTION 5. OBLIGATIONS OF THE CITY

The City shall provide to Contractor upon Contractor's request all pertinent information available to the City to assist Contractor in providing and performing the Services under this Agreement.

SECTION 6. STANDARD OF CARE; WARRANTY

A. Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with a contractor in the areas of practice required for the Services to be provided under this Agreement. Contractor, together with Contractor's employees, agents,

subcontractors, representatives, volunteers, and the like, shall exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor working on similar activities.

B. Contractor represents and warrants to the City that the Services shall be performed by qualified personnel in a professional manner conforming to generally accepted industry standards and practices, shall be free from faults and defects of design, material and workmanship, shall conform with the requirements of this Agreement, and that the materials and equipment furnished or used for work under this Agreement will be of good quality. This warranty shall extend to all necessary costs of repairs and replacements resulting from any faults or defects of design, material and workmanship, and shall be in addition to, and not in limitation of, any other rights or remedies available to the City under this Agreement or applicable law.

C. The City will promptly notify Contractor of any breach of warranty or other duty related to the Services, but the failure of the City to promptly notify Contractor shall not operate as a waiver of any of the City's rights hereunder. Contractor agrees to satisfy its warranty obligations upon receipt of notice from the City requiring same and shall immediately take all measures necessary to correct such failures or defects, without any cost to the City. If Contractor fails to properly meet its warranty obligations herein, the City may perform all or part of the same or obtain substitute services and charge Contractor for the costs of doing so.

SECTION 7. COMPENSATION

A. Pricing for Services performed under this Agreement shall be in accordance with the Bid Pricing Form attached hereto as **Exhibit B** and incorporated herein by this reference. Such pricing shall remain in effect through the end of the Initial Term. Pricing for Renewal Terms may be adjusted, at the City's sole discretion, based on changes in the Consumer Price Index for All Urban Consumers (CPI-U), South Urban Region; All Items, Not Seasonally Adjusted, Series ID: **CUUR0300SA0, CUUS0300SA0**, as published by the United States Bureau of Labor Statistics, for the preceding twelve-month period. Any proposed pricing adjustments shall be submitted in writing to the City for approval at least ninety (90) calendar days prior to a Renewal Term. No pricing adjustments shall be effective unless and until such adjustments are memorialized by written amendment as set forth herein.

B. The Parties may negotiate a not-to-exceed amount based on the Bid Pricing Form for each Task Authorization issued hereto. Contractor shall not proceed with any work that would exceed the established not-to-exceed amount until the City provides prior written authorization. The City shall have no obligation for any costs incurred beyond the not-to-exceed amount without such written authorization.

C. Payment for Services completed by Contractor shall be governed by and made in accordance with the Florida Local Government Prompt Payment Act (Fla. Stat. § 218.70 *et seq.*), as may be amended. Invoices shall include the applicable Task Authorization number and any other information reasonably required by the City. Invoices shall be submitted to the City of Mount Dora, Accounts Payable at 510 North Baker Street, Mount Dora, Florida 32757, unless otherwise indicated by the City in writing.

D. The Services to be performed under this Agreement are subject to the annual appropriation of funds by the City. The City reserves the right, in its sole discretion, to forgo use of Contractor for any work which may fall within the scope of the Services. In the event the City is not satisfied with the work performed by Contractor, the City reserves the right to withhold any amounts due until such

time as Contractor has appropriately addressed the problem, provided the City has given Contractor notice of defect.

SECTION 8. TERMINATION; RIGHT TO SUSPEND

A. The City may terminate this Agreement or any Task Authorization, in whole or in part, with or without cause upon thirty (30) days' prior written notice to Contractor. Unless otherwise directed by the City Manager or the Manager's designee, upon receipt of notice of termination, Contractor shall: (i) promptly discontinue work to the extent indicated on the notice of termination and terminate all outstanding subcontracts and purchase orders as they relate to the terminated portions of the Agreement or Task Authorization; (ii) deliver to the City all finished and unfinished deliverables and other materials in Contractor's possession or control paid for and/or previously owned by the City that relate to the terminated portions of the Agreement or Task Authorization; (iii) refrain from placing further orders and/or contracting with subcontractors; and (iv) complete any continued portions of the Services. Contractor shall use commercially reasonable efforts to assist the City and any new contractor to affect an efficient transition of work in progress and other responsibilities pursuant to the City's reasonable instructions in connection therewith at no additional expense to the City.

B. The City reserves the right to suspend Contractor's performance under any Task Authorization. If the City suspends performance for reasons not attributable to Contractor, the City shall compensate Contractor for its reasonable and demonstrable costs incurred during the suspension period.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED

A. In the event of the City's termination of this Agreement or any Task Authorization, in whole or in part, not due to the fault of Contractor, the City shall pay Contractor for all Services rendered to the City's satisfaction through the effective date of termination. Such payment shall be limited to the amount due for actual work performed or goods accepted and shall not include anticipated profit on unperformed services or undelivered goods.

B. In the event of the City's termination of this Agreement or any Task Authorization, in whole or in part, due to the fault of Contractor, or at the written request of Contractor, the City shall pay Contractor for all Services rendered to the City's satisfaction through the effective date of termination that has resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay caused by early termination.

C. Nothing in this Section shall be construed as the sole remedy available to the City in the event of default by Contractor.

SECTION 10. BANKRUPTCY OR INSOLVENCY

If Contractor shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of Contractor shall be appointed in any proceeding brought by or against Contractor, or if Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against Contractor's operations of the premises, the City may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 11. **INSURANCE**

A. Prior to commencing any Services and throughout the Term of this Agreement, Contractor shall procure and maintain, at its sole cost and expense, insurance in form and amounts set forth in **Exhibit C** attached hereto and incorporated herein by this reference. If Contractor uses subcontractors in connection with this Agreement, then Contractor shall require all subcontractors to procure and maintain the same insurance coverages set forth in **Exhibit C** and shall maintain proof of same on file and make such proof readily available upon request by the City.

B. For every insurance policy required hereunder, Contractor shall provide the City with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and include: (1) the name of the insured Contractor; (2) the specified job by name and job number; (3) the “City of Mount Dora” as an Additional Insured, except for workers’ compensation; (4) recognition of the indemnification requirements of this Agreement; (5) the name of the insurer; (6) the policy number and effective and termination dates; and (7) a statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The City’s acceptance of certificates or other documentation of insurance or policies that indicates less coverage than is required under this Agreement shall not constitute a waiver of Contractor’s obligation to fulfill the insurance requirements specified herein.

D. Contractor hereby waives for itself and for its insurers and underwriters all rights which each of them may hold to recover in subrogation, indemnity, contribution, or by direct cause of action for any damages, losses, and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. Contractor shall obtain consents, endorsements, or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution, and direct cause of action shall not abrogate, limit, or otherwise affect any insurance provided by Contractor and shall deliver evidence of same to the City upon reasonable request.

E. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor and/or subcontractor providing such insurance.

F. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The general liability and workers’ compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 12. **INDEMNIFICATION**

Contractor shall be liable for the actions of its agents, employees, partners, assignees, representatives, and subcontractors and shall indemnify and hold harmless the City and its officials, employees, agents, representatives, and volunteers from and against any causes of action, demands, claims, losses, fines, penalties, and expenditures, including, but not limited to, attorneys’ fees, court costs, and expenses, and any liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, to the extent caused, directly or indirectly, by the negligence, recklessness, or intentional misconduct of Contractor or its agents, employees, partners, representatives, or subcontractors in the performance of this Agreement. The provisions and obligations of this Section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration of this Agreement. Nothing herein shall be

construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. In the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed as enforceable to the maximum extent permitted by applicable law.

SECTION 13. **COMPLIANCE WITH LAWS, PERMITS, AND LICENSES**

Contractor shall procure and maintain, at its sole expense, all licenses, permits, and other governmental approvals necessary to perform the Services and shall comply with all applicable Federal, State, county, and/or municipal statutes, ordinances, regulations, and laws in the performance of such Services.

SECTION 14. **NOTICE**

All notices or communications required or permitted under this Agreement shall be in writing and be deemed delivered if delivered by hand or sent by certified mail, return receipt requested, to the addresses set forth below. Each Party shall notify the other in writing of any changes to their contact information. Routine, day-to-day communications may be conducted via email upon mutual agreement of the Parties.

CITY:	CONTRACTOR:
Attn: City Manager	Leonard Waln, CEO
City of Mount Dora	HDD of Florida LLC
510 N. Baker Street	10112 Colt Lane
Mount Dora, Florida 32757	Winter Garden, Florida 34787

SECTION 15. **INDEPENDENT CONTRACTOR**

The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement and no course of dealing between the Parties shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities under this Agreement. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

SECTION 16. **ASSIGNMENT; BINDING EFFECT**

Contractor shall not assign this Agreement, in whole or in part, nor delegate any performance hereunder, without the express written approval of the City, which consent shall be at the City's sole discretion. Any assignment without such consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, personal representatives, successors, and/or assigns.

SECTION 17. **DISPUTES**

In the event of any dispute, claim, or controversy arising under or in connection with this Agreement, the Parties agree to first attempt to resolve the matter through good faith negotiations. Either Party may initiate the negotiation process by providing written notice outlining the nature of the dispute to the other Party. If the Parties are unable to resolve the dispute within thirty (30) days of

such notice, the Parties may proceed to resolve the matter through alternative dispute resolution procedures. The Parties shall bear the costs of their own legal fees with respect to any dispute resolution, including litigation. Notwithstanding the existence of a claim or other dispute between the Parties, Contractor shall be obligated to prosecute all work in a good and workmanlike manner and in accordance with this Agreement and any applicable Task Authorization as long as the City continues to make payment of undisputed amounts. Contractor and its subcontracts shall have no right to suspend the performance of Services hereunder or to cause any work to be delayed due to the existence of a claim or dispute.

SECTION 18. PUBLIC RECORDS

A. Pursuant to Fla. Stat. § 119.0701, Contractor agrees to:

1. Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance of Services under this Agreement.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Fla. Stat. Chapter 119, or as otherwise provided by law.

3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement Term, and following completion of this Agreement until the records are transferred to the City.

4. Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the City, all public records in Contractor's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. In the event of transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

B. In accordance with Florida law, Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City without liability, and any other penalties as provided by law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLA. STAT. CHAPTER 119 TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; 510 N. BAKER ST., MOUNT DORA, FL 32757; CLERK@MOUNTDORA.GOV.

SECTION 19. EQUAL OPPORTUNITY EMPLOYER

Contractor certifies that it is an equal opportunity employer and agrees to comply with all applicable Federal, State, and local equal opportunity employment laws. Contractor further agrees to include a similar equal opportunity employer provision in all subcontracts entered into pursuant to

this Agreement, if any, and will take reasonable steps to ensure compliance with such provision by its subcontractors.

SECTION 20. **FORCE MAJEURE**

Neither Party shall be liable for any delay in performance or failure to perform any obligation hereunder if and to the extent that such failure or delay is caused by an event or condition beyond its reasonable control (a “Force Majeure Event”). A Force Majeure Event shall include, but not be limited to, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, pandemics, epidemics, local disease outbreaks, public health emergencies, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, or acts of God. A delayed or nonperforming Party shall use reasonable efforts to notify the other Party of the occurrence of a Force Majeure Event within five (5) days of the Event’s occurrence.

SECTION 21. **AUDITING, RECORDS, AND INSPECTION**

Throughout the Term, Contractor shall maintain, and require any subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the “Records”) in compliance with generally accepted accounting procedures. Such Records shall be available upon reasonable notice for examination and audit by an authorized City representative. Contractor further agrees to retain such Records for a period of five (5) years after the termination or natural expiration of this Agreement. Contractor acknowledges that the Records shall be subject to the applicable provisions of the Florida Public Records Act, Fla. Stat. Chapter 119. The City reserves the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City and to terminate this Agreement based upon the audit findings without regard to any notice requirements for termination set forth herein.

SECTION 22. **SOVEREIGN IMMUNITY**

The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Fla. Stat. § 768.28. Notwithstanding anything in this Agreement to the contrary, nothing herein shall be deemed as a waiver of immunity or limit of liability of the City beyond any statutory limited waiver of immunity or limits of liability which have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, attorneys’ fees, and costs, regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies as specifically contained in this Agreement.

SECTION 23. **CONFLICT OF INTEREST**

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

the right to immediately terminate this Agreement without liability and without regard to any notice requirements herein and any other penalties provided by law.

SECTION 24. E-VERIFY

Pursuant to Fla. Stat. § 448.095(5), Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors performing Services under this Agreement to use the E-Verify system for any newly hired employees. Contractor shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with Fla. Stat. § 448.095. Contractor shall retain a copy of such affidavit(s) for the duration of this Agreement. Contractor hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of Fla. Stat. § 448.095. Upon request, Contractor shall provide evidence of such registration and compliance. Contractor acknowledges that failure to comply with this Section, including failure to secure and retain subcontractor affidavit(s), shall result in immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law. In the event the City incurs costs as a result of Contractor's breach of this Section, all such costs shall be paid by Contractor immediately upon receipt of notice of the same from the City. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 25. PUBLIC ENTITY CRIMES

In accordance with Fla. Stat. § 287.133, no person or affiliate, as defined in therein, shall be allowed to contract with the City, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Contractor hereby affirms that neither Contractor nor any of Contractor's affiliates or subcontractors are on the convicted vendor list. Contractor shall notify the City immediately if Contractor, or any affiliate or subcontractor, is placed on the convicted vendor list during the Term of this Agreement. Contractor acknowledges that failure to comply with this provision may result in the immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law.

SECTION 26. SCRUTINIZED COMPANIES

In accordance with Fla. Stat. § 287.135, Contractor hereby certifies that neither Contractor nor any subsidiary, parent company, or affiliate of Contractor is engaged in a boycott of Israel, nor is on the Scrutinized Companies or Other Entities that Boycott Israel List. Contractor further agrees that Contractor will not subcontract with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies or Other Entities that Boycott Israel List. In the event Contractor, or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies or Other Entities that Boycott Israel List during the Term of this Agreement, Contractor shall immediately notify the City. Contractor acknowledges that failure to comply with this Section, including any false certification, may subject Contractor to civil penalties, immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law.

SECTION 27. **APPLICABLE LAW; VENUE; JURY TRIAL WAIVER**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Venue for any action arising under this Agreement shall be in the State or Federal courts having jurisdiction in Lake County, Florida. The Parties hereby submit to the exclusive jurisdiction and venue of any such court. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

SECTION 28. **ATTACHMENTS**

Contractor hereby certifies and acknowledges the truthfulness and accuracy of all attachments submitted to the City as part of Contractor's bid response to ITB#25-EL-026. All such attachments are hereby ratified. If Contractor knowingly submitted such attachments to the City with false or incorrect information, then such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any other remedies available to the City.

SECTION 29. **HUMAN TRAFFICKING AFFIDAVIT**

Contractor hereby certifies that Contractor does not use "coercion" for "labor" or "services," as defined in Fla. Stat. § 787.06, and that Contractor has provided to the City an executed Human Trafficking Affidavit, attached hereto as **Exhibit D** and incorporated herein by this reference, in accordance with Fla. Stat. § 787.06.

SECTION 30. **WAIVER; SEVERABILITY**

No waiver of the City of any term or right in this Agreement shall be effective unless in writing and signed by an authorized representative. The City's failure to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter. If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

SECTION 31. **COUNTERPARTS; ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

SECTION 32. **HEADINGS; JOINT AUTHORSHIP**

All headings and captions contained in this Agreement and any exhibits or attachments hereto are for the purpose of convenience only and shall not be deemed to expand, limit, or change the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

SECTION 33. NO THIRD-PARTY BENEFICIARIES

This Agreement is being entered into for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

SECTION 34. ENTIRE AGREEMENT; AMENDMENT

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the Parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement. The covenants, terms, and provisions of this Agreement may only be amended, supplemented, or otherwise changed by written instrument executed by an authorized representative of each Party.

SECTION 35. CONFLICT

To the extent there are any conflicts or inconsistencies between this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall govern and control. In addition, in the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and/or materials to be provided and performed under this Agreement, the Parties hereby expressly acknowledge and agree that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any terms, provisions, or conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by Contractor shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 36. ACKNOWLEDGEMENT OF FEDERAL FUNDS; INCORPORATION

A. The Parties expressly acknowledge that:

1. Federal financial assistance may be used to fund all or a portion of work under this Agreement. Contractor agrees to comply with all applicable Federal law, regulations, and executive orders, including the Federal Requirements and Certifications (2 C.F.R. Part 200, Appendix II) attached hereto as **Exhibit E** and incorporated herein by this reference.

2. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this Agreement or any Task Authorization issued hereunder.

B. To the extent Federal financial assistance is used to fund any Services provided under this Agreement, Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

C. The Parties hereby incorporate the City of Mount Dora Title VI/Nondiscrimination Policy, which was adopted by the City pursuant to Resolution No. 2025-47, into this Agreement.

SECTION 37. EFFECTIVE DATE

This Agreement shall go into effect on the latest date of execution by all signatories to this Agreement (the "Effective Date").

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the dates set forth below.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

Date

HDD OF FLORIDA LLC

Signature

Name

Title

STATE OF FLORIDA

COUNTY OF Seminole

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 20th day of November 2025, by Leonard Edwin Wain, who personally swore that he/she is authorized to execute this Agreement and thereby bind Contractor, and who ☐ is personally known to me or ☒ has produced FLDL#W450-525-75-337-0 as identification.

(stamp)

NOTARY PUBLIC, State of Florida

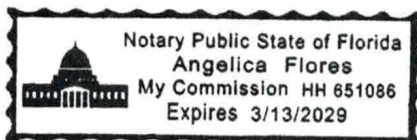


EXHIBIT A

DETAILED SCOPE OF WORK/TECHNICAL SPECIFICATIONS/SPECIAL CONDITIONS

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DETAILED SCOPE OF WORK DESCRIPTION:

The City of Mount Dora Electric, hereafter known as the City, seeks contractors with experience in installation of underground electric utility conduit. This scope requires conduit installation using horizontal directional drilling, missile bore, and or trenching. Conduit installation will be determined for each project given the most efficient, cost effective and safe method.

Conduit installation locations may be both residential and commercial, routed along right-of-ways, utility easements, under streets, highways, railroads, and other surface features. Work will be required within the city, county, state, rail, or other public or private property rights-of-way using directional boring and or trench techniques. The conduits range from one (1) to four (4) in diameter. The depth, length, and number of conduits of each bore will vary based on the specific project type and requirements.

The City does not install multiple 12kV conductors within the same conduit, therefore unit pricing may encompass a combination of units given the requirements of the type of construction and design. The City electric underground standards utilize the following conduit arrangement(s) within the same bore and or trench line.

- A. Single conduit - 12kV URD, 600V and below single and three phase secondary
- B. Three conduits - 12kV URD
- C. Combinations of single and three phase stacked from 36" and below, in conjunction with varying width trench and or bore line.

The City requires the use of High Density Poly Ethylene, HDPE Schedule 40 Electrical grade Roll Pipe – Non-Stick pipe, in conjunction with Carlon, Standard “E-Loc”® couplings, installed at lengths up to 1100 feet. The City does not utilize conduit elbows in this type of design. The contractor shall assist in stubbing up all conduits when concrete vaults are utilized in a project design. Units for installation of conduit in below grade vaults and or switches shall include the following scope.

The Contractor will remove and restore soil necessary for installation of below grade underground equipment to include vaults used for Splicing and pad-mounted Switchgear. The contractor shall stub conduits within placement of a vault and or switchgear. The City Utility shall install the vault/switchgear. The Contractor shall restore soil and grade. These costs shall be included within Unit Pricing.

The Contractor shall furnish all materials, labor, equipment, and supervision to perform the scope of conduit installation, and be included within the outlined unit pricing. Exceptions to this scope of work as presented shall be noted in the proposer’s RFP. The City shall provide a construction design indicating the work desired along with scheduling or deadline requirements. Any deviations from the City’s design or any pre-scheduled timelines require coordination and prior approval of the City. In the event the Contractor is unable to meet the City’s requirements and dates, the City reserves the right to award assigned work to another contractor or use other resources to perform this work.

Projects are issued by means of a City Task Authorization, establishing a per assigned project cost based upon the assigned contractor’s quotation utilizing unit pricing submitted under this ITB. All City approved Task Authorizations establish a “Not to Exceed” amount for the assigned project.

BORE DEPTHS

All bore depths and lengths will vary according to the work. Typically, bore depths range from 36" to 48" in depth. All requested projects shall include and accommodate for conflicting utilities, site conditions and terrain in the installation of requested conduit and or duct systems. Pricing shall factor in deeper depth bores as the diameter of the bore increases. The contractor may, with prior, written City approval, elect to install the product at greater depth than shown on drawings. The contractor shall notify the City representative immediately if the bore is moving out of the approved variance. **VIEWING PIT**
A viewing pit may be required for some bores to confirm the depth, location, and utility clearance throughout the bore length. The viewing pit must be large enough to visibly verify the aforementioned requirements.

USE OF WATER and SLURRY

All water and slurry used on site shall be properly contained and removed from the job site and not allowed to runoff.

PERMITS

The Contractor will be responsible for acquiring all permits, including DOT, Peoples Gas Transmission and Distribution, shall be completed by the contractor, and included as part of the submitted unit pricing. The Contractor will be responsible for complying with all provisions set forth within each permit. The contractor must confine work activities to easements or public right-of-way. Failure to keep work activities to the authorized work zone shall make the Contractor liable for damage claims and property restoration. The contractor shall immediately notify the City if any significant deviation or problem occurs during the bore.

SAFETY

The Contractor shall conduct all operations in a safe manner and in accordance with all local, state, federal, and city regulations. The City reserves the right to inspect the Contractor's safety and training records prior to and after the award of the contract or task order. The Contractor shall immediately correct any unsafe conditions identified by the City. In some cases, if the Contractor fails to immediately correct such unsafe conditions, The City may either have the unsafe conditions corrected by others at the Contractor's expense or direct that the work be stopped immediately in the area of the unsafe condition.

SIGNAGE BARRICADING AND SITE SAFETY

The Contractor is responsible for providing and installing all necessary warning, and safety devices including proper shoring and barricading that would protect the safety and health of the public and construction workers until the work has been finished and accepted. All barricading, signage, and safety equipment will be provided by the Contractor, and included as part of the submitted unit pricing.

If the work is carried on or adjacent to any street, alley, or public place, the Contractor shall, at the Contractor's own cost and expense, furnish, erect, and maintain sufficient barricades, fences, lights, and danger signals, and shall take such other precautionary measures as are necessary for the protection of persons or property and of the work.

PROJECT COMPLETION/SCHEDULE

The City and contractor shall establish a reasonable documented completion date at the beginning of each project. Work at any individual bore site shall be completed, including restoration in a timely fashion. If the Contractor is unable to meet the completion date established, the Contractor will be responsible for any charges incurred by the City due to the delay. The City will work with the Contractor through delays not caused by the Contractor like weather, etc. The City requires any delays to be reported immediately on the scheduled workday. The City reserves the right to alter work in progress for emergencies or as deemed necessary. The City will establish the Contractor work hours and work days on a per project basis.

SITE CONDITIONS

If the Contractor encounters rock and or similar material, the City Representative must be notified immediately prior to continuation in order to determine a rock price and how to proceed. The City does not provide equipment staging areas. Unit pricing is for road sub-surface compaction other than Lime Rock Base, which would reside in close proximity to the excavation site for restoration.

MATERIALS

Unless otherwise noted, the Contractor is to supply all materials, equipment, tools and labor needed to complete the job safely and within the proposed timeline.

The City specifies only High Density Poly Ethylene roll pipe in continuous lengths due to its flexibility, durability and high impact resistance.

1. Conduit runs shall be Gray, High Density Poly Ethylene, and HDPE Schedule 40 Electrical grade Roll Pipe – Non-Stick. HDPE shall meet or exceed properties listed in ASTM D-3350.
2. Conduit couplings shall be Carlon, Standard “E-Loc”® Designed for use with smooth wall OD controlled inner duct (ASTM 3035), Schedule 40 and Schedule 80 inner duct, and is pressure tight to internal pressures above 200 psi when restrained or buried.
3. Conduit shall be buried to a minimum depth of 48 inches below final grade.
4. At the end of each run of conduit, the pipes should be 12” above final grade in the arrangement.
5. All Conduit installations shall have a 2500 pound rated pull tape installed within the conduit.

UTILITIES AND LINE LOCATES

The Contractor will be responsible for obtaining all necessary excavation locations (locates) and coordinating with other utilities in the work vicinity prior to digging. Other facilities may be present and each site shall be thoroughly researched prior to any work beginning. Florida Sunshine 811 network, <https://sunshine811.com/>.

CLEANUP AND RESTORATION

The Contractor shall be responsible for the cleanup and restoration of all areas disturbed in any way during the course of construction. The level of surface restoration must be equal to the original undisturbed condition or at a level approved by the City or permit specifications. The Contractor shall bring the surface to its original shape and finished grade. The Contractor is responsible for the control and disposal of all spoils onsite at each job location, in accordance with all State, Federal, and local

requirements. Where excessive damage occurs outside of the job site, the Contractor will make these repairs at their expense (i.e. Sod replacement, landscaping, fencing, concrete, and/or asphalt). Cleanup and restoration must be approved by the City representative before work is considered complete. As requested, bore pits shall be backfilled and compacted in eight-inch (8") lifts, or in accordance with the governing Authority or ROW owner. Surfaces shall be restored to original or better condition and to the satisfaction of the employer, governing authorities, and ROW owners.

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EXHIBIT B

BID PRICING FORM (5 Pages)

Separate Bid Pricing Form (Excel File) uploaded with this ITB for use in submitting your bid. The quantities listed are estimates only. Project billing will be based on the ACTUAL quantities used per assigned project. Contractors are responsible for their own quantity takeoffs/measurements per assigned project.

The "GRAND TOTAL" AMOUNT WILL BE USED FOR DETERMINATION OF LOWEST PRICED BID.

Unit	Description	Estimated Quantity	Depth	Conduit Size	Unit Price - (Includes Materials, Equipment and Labor)	Extended Pricing (Qty x Unit Price)
HORIZONTAL DIRECTIONAL DRILL (HDD)						
D-2	HDD HPDE PIPE	1	36"-48"	2"	\$ 13.10	\$ 13.10
D-3	BORE HPDE PIPE	4,640	36"-48"	3"	\$ 13.84	\$ 64,217.60
D-4	BORE HPDE PIPE	1	36"-48"	4"	\$ 15.63	\$ 15.63
DAP-2	<i>BORE each additional HDPE PIPE</i>	1	36"-48"	2"	\$ 8.77	\$ 8.77
DAP-3	<i>BORE each additional HDPE PIPE</i>	9,281	36"-48"	3"	\$ 8.77	\$ 81,394.37
DAP-4	<i>BORE each additional HDPE PIPE</i>	1	36"-48"	4"	\$ 9.12	\$ 9.12
MISSILE BORE						
B-2	BORE HPDE PIPE	1	36"-48"	2"	\$ 13.10	\$ 13.10
B-3	BORE HPDE PIPE	2,000	36"-48"	3"	\$ 13.84	\$ 27,680
B-4	BORE HPDE PIPE	1	36"-48"	4"	\$ 15.63	\$ 15.63
BAP-2	<i>BORE each additional HDPE PIPE</i>	1	36"-48"	2"	\$ 8.77	\$ 8.77
BAP-3	<i>BORE each additional HDPE PIPE</i>	2,000	36"-48"	3"	\$ 8.77	\$ 17,540
BAP-4	<i>BORE each additional HDPE PIPE</i>	1	36"-48"	4"	\$ 9.12	\$ 9.12

Bid Pricing Form Continues on Next Page

HAND TRENCH						
Unit	Description	Estimated Quantity	Depth	Conduit Size	Unit Price - (Includes Materials, Equipment and Labor)	Extended Pricing (Qty x Unit Price)
HT-3	Hand Trench, backfill, 12" width	3,000	36"	3"	\$ 14.01	\$ 42,030
HT-4	Hand Trench, backfill, 12" width	1	36"	4"	\$ 15.86	\$ 15.86
HTD-2	Hand Trench, backfill, 12" width	1	48"	2"	\$ 13.28	\$ 13.28
HTD-3	Hand Trench, backfill, 12" width	1	48"	3"	\$ 14.01	\$ 14.01
HTD-4	Hand Trench, backfill, 12" width	1	48"	4"	\$ 15.86	\$ 15.86
HTAP-1	TRENCH each additional HDPE PIPE	4,000	36"-48"	2"	\$ 8.77	\$ 35,080
HTAP-2	TRENCH each additional HDPE PIPE	6,000	36"-48"	3"	\$ 8.77	\$ 52,620
HTAP-3	TRENCH each additional HDPE PIPE	1	36"-48"	4"	\$ 9.12	\$ 9.12

Bid Pricing Form Continues on Next Page

MACHINE TRENCH: Machine trench (with backhoe) and backfill depth and indicated						
Unit	Description	Estimated Quantity	Depth	Conduit Size	Unit Price – (Includes Materials, Equipment and Labor)	Extended Pricing (Qty x Unit Price)
MT-2	Machine Trench, backfill, 12" width	14,964	36"	2"	\$ 13.28	\$ 198,721.92
MT-3	Machine Trench, backfill, 12" width	1	36"	3"	\$ 14.01	\$ 14.01
MT-4	Machine Trench, backfill, 12" width	1	36"	4"	\$ 15.86	\$ 15.86
MTD-2	Machine Trench, backfill, 12" width	1	48"	2"	\$ 13.28	\$ 13.28
MTD-3	Machine Trench, backfill, 12" width	1	48"	3"	\$ 14.01	\$ 14.01
MTD-4	Machine Trench, backfill, 12" width	1	48"	4"	\$ 15.86	\$ 15.86
MT-EXT6	Machine Trench, backfill, each additional 6" in width	1	NA	NA	\$ 6.10	\$ 6.10
MTAP-1	TRENCH each additional HDPE PIPE	1	36"-48"	2"	\$ 4.25	\$ 4.25
MTAP-2	TRENCH each additional HDPE PIPE	1	36"-48"	3"	\$ 5.50	\$ 5.50
MTAP-3	TRENCH each additional HDPE PIPE	1	36"-48"	4"	\$ 6.25	\$ 6.25

BELOW GRADE VAULT AND SWITCHGEAR INSTALLATION						
Unit	Description	Estimated Quantity	Depth	Unit Price – (Includes Materials, Equipment and Labor)	Extended Pricing (Qty x Unit Price)	
V-1	Below grade Vault	5	36"-48"	\$ 911	\$	4,555
S-2	Below grade Switch Gear	3	36"-48"	\$ 486	\$	1,458
PAD MOUNT						
P-1	Pad Mount Stub-up	48	36"-48"	\$ 98	\$	4,704

SURFACE RESTORATION: These units shall be used when site conditions require the removal and replacement of pavement. All equipment, materials, and labor will be provided. Pricing unit is per square foot of area removed or replaced. Pricing to include hauling and disposal of excess materials and debris.

Unit	Description	Estimated Quantity Per Sq. Ft.	Unit Price – (Includes Materials, Equipment and Labor)	Extended Pricing (Qty x Unit Price)
S-1	Removal of asphalt pavement 2" thick or less	1	\$ 3.80	\$ 3.80
S-2	Replacement of asphalt pavement 2" thick or less	1	\$ 7.69	\$ 7.69
S-3	Removal of lime rock base, 8" or less	1	\$ 2.91	\$ 2.91
S-4	Replace of lime rock base, 8" or less	1	\$ 4.39	\$ 4.39
S-5	Replace of lime rock base, 12" or less	1	\$ 4.82	\$ 4.82
S-6	Replace of lime rock base, 12" or less	1	\$ 7.69	\$ 7.69
S-7	Replace of concrete, 6" or less	1	\$ 8.08	\$ 8.08
S-8	Replace of concrete, 6" or less	1	\$ 8.08	\$ 8.08
S-9	Each additional 1" of concrete	1	\$ 1.30	\$ 1.30

LANDSCAPING: These units shall be used for the replacement of landscaping disturbed during the work, the contractor shall provide all sod, seed and mulch. Pricing unit is per square foot of area, including the hauling and removal of excess material and debris.

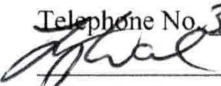
Unit	Description	Estimated Quantity Per Sq. Ft.	Unit Price – Includes Materials, Equipment and Labor	Extended Pricing (Qty x Unit Price)
L-1	Replace sod with similar sod type	100	\$ 4.51	\$ 451
L-2	Rake, mulch as seed with grass	1	\$ 1.74	\$ 1.74

Grand Total (all extended pricing lines)	\$ 530,758.88
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Bid Pricing Form Continues on Next Page

All costs in connection with the successful completion of the individual projects assigned, including furnishing all materials, equipment, supplies, and appurtenances; providing all equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered. All billing will be based upon approved project TASK AUTHORIZATION quantities and total. Assigned Contractor is responsible for all quantity takeoffs/measurements per assigned project.

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

Bidder/Contractor Name: HDD of Florida
Mailing Address: 10112 Colt Ln Winter Garden FL 34787
Telephone No. 352-348-4046 Email Address: hddofflorida@gmail.com
 Lenny W. In FEIN: 90-1508485
Authorized Signature Printed Name
CEO 10-28-2025
Title Date

PLEASE COMPLETE AND SUBMIT THIS ENTIRE FIVE (5) PAGE BID PRICING FORM WITH YOUR RESPONSE

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Firm shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Firm or anyone employed or utilized by the Contractor/Vendor/Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
| This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora. | |
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☐ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS
(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or Individual name should appear on the Certificate. No other format will be acceptable.

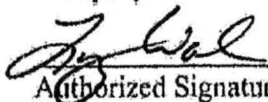
- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state **ITB #25-EL-026 "UNDERGROUND ELECTRIC CONDUIT AND DUCT-LINE INSTALLATION SERVICES (REBID)"**

=====

BIDDER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of ITB.

HDD of Florida
Company


Authorized Signature

Lenny Waln CEO
Printed Name & Title

hddofflorida@gmail.com
Email

Alexander Insurance Agency
Insurance Agency


Signature of Bidder's Agent

541 S. Orlando Ave
Address

Maitland FL 32751
City, State, Zip Code

407-278-6926
Telephone No.

407-629-5407
Fax No.

ITB# 25-EL-026 Underground Electric Conduit and Duct-Line Installation Services (REBID)

EXHIBIT D

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of HDD of Florida, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

[Signature]
Authorized Signature

HDD of Florida
Company

Lenny Waln
Printed Name

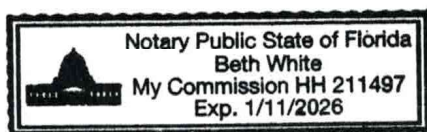
CEO
Title

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of LEONARD WALN, as CEO of HDD OF FLORIDA, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced FL DRIVERS LICENSE as identification, and who did/did not take an oath this 27th day of OCTOBER, 2025.

(stamp)



[Signature]
NOTARY PUBLIC

EXHIBIT E
Federal Requirements and Certifications
Appendix II to 2 C.F.R. Part 200

The following certifications and provisions are required and apply only when the City expends Federal funds pursuant to this Agreement or any Task Authorization resulting therefrom. **Accordingly, the Parties agree that the following terms and conditions apply to the Agreement and all Task Authorizations between the City and Contractor where Contractor has been paid or will be paid with Federal funds, and only to the extent applicable to the Agreement type or dollar amount:**

- A. REMEDIES.** When the City expends Federal funds under this Agreement in excess of the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. § 1908, the City reserves all rights and privileges under the applicable laws and regulations with respect to this Agreement in the event of breach of Agreement by either Party.
- B. TERMINATION FOR CAUSE AND FOR CONVENIENCE.** The Parties shall comply with the termination for cause provision and the termination for convenience provisions in the Agreement.
- C. EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, if this Agreement or any Task Authorization meets the definition of “federally assisted construction Agreement” in 41 CFR § 60-1.3, Contractor agrees as follows during the performance of the Agreement:
 - 1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such

employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT.

1. **Davis-Bacon Act.** If applicable under this Agreement or any Task Authorization, Contractor certifies that all transactions relating to this Agreement or Task Authorization shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141- 3144, and 3146-3148) and the requirements of 29 CFR Part 5, as may be applicable. Contractor shall comply with 40 U.S.C. §§ 3141-3144 and 3146-3148 and the requirements of 29 CFR Part 5, as applicable,

including, but not limited to, paying wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay such wages not less than once a week.

2. **Copeland “Anti-Kickback” Act.** Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. Contractor and any subcontractor shall insert in any subcontracts this subsection and such other clauses as the Federal Government may require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this subsection. A breach of this subsection may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT. If the City expends Federal funds in excess of \$100,000 under this Agreement or any Task Authorization, and the Agreement or said Task Authorization involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1. **Overtime Requirements.** No contractor or subcontractor contracting for any part of any work under the Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek
2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of Subsection (E)(1) above, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, Contractor and any subcontractor shall be liable to the United States (in the case of work done under Agreement for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of Subsection (E)(1) above, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by Subsection (E)(1) above.

3. Withholding for Unpaid Wages and Liquidated Damages.

- i. *Withholding Process.* The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section (E), any other Federal Agreement with the same prime contractor, or any other Federally assisted Agreement subject to the Agreement Work Hours and Safety Standards Act (“CWHSSA”) that is held by the same prime contractor (as defined in 29 CFR § 5.2). The necessary funds may be withheld from Contractor under this Agreement, any other Federal Agreement with the same prime contractor, or any other Federally assisted Agreement that is subject to the CWHSSA and is held by the same prime contractor, regardless of whether the other Agreement was awarded or assisted by the same agency, and such funds may be used to satisfy Contractor’s liability for which the funds were withheld.
- ii. *Priority to Withheld Funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR §§ 5.5(a)(2)(i) or (b)(3)(i), or both over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. §§ 3901-3907.

4. Subcontracts. Contractor and any of its subcontractors must insert in any subcontracts the clauses set forth in Subsections (E)(1)-(5) of this Section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Subsections (E)(1)-(5) of this Section. In the event of any violations of these clauses, Contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor, including Contractor, of any conduct which the worker reasonably believes constitutes a violation of the CWHSSA or its implementing

regulations in this part;

- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- iv. Informing any other person about their rights under CWHSSA or this part.

6. **CWHSSA Required Records Clause.** If this Agreement or any Task Authorization is subject only to the CWHSSA and not to any of the other laws referenced by 29 CFR § 5.1, Contractor and any subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the Task Authorization is completed for all laborers and mechanics, including guards and watchpersons, working pursuant to this Agreement or Task Authorization. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. The records to be maintained under this subsection must be made available by Contractor or any of its subcontractor for inspection, copying, or transcription by authorized representatives of the City and the Department of Labor, and Contractor or its subcontractor will permit such representatives to interview workers during working hours on the job.

- F. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient agree to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

1. **Clean Air Act.** If the City expends Federal funds in excess of \$150,000 under this Agreement or any Task Authorization, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate Federal Government Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
2. **Federal Water Pollution Control Act.** If the City expends Federal funds in excess of \$150,000 under this Agreement or any Task Authorization, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water

Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to applicable Federal Government Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

H. DEBARMENT AND SUSPENSION. Contractor understands that a contract award (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” If this Agreement or any Task Authorization is a “covered transaction” for purposes of 2 CFR Part 180 and 2 CFR Part 3000, Contractor certifies by signing this Agreement that Contractor has verified that none of Contractor’s principals or its affiliates are excluded or disqualified. Contractor also certifies that it has or will verify that all subcontractors performing work pursuant to this Agreement or Task Authorization are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements of 2 CFR § 180.220. The certification in this Section is a material representation of fact relied upon by the City. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR § 180.220 throughout the period of this Agreement and any Task Authorization that may arise under this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

I. BYRD ANTI-LOBBYING AMENDMENT. When Federal funds in excess of \$100,000 are expended by the City pursuant to this Agreement, Contractor certifies that throughout the period of this Agreement and any Task Authorization that may arise under this Agreement Contractor shall be in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractor further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal Agreement, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, Contractor shall complete and submit a Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this Section I be included in all covered subcontracts exceeding \$100,000 in Federal funds, at all appropriate tiers, and that all

subcontracts shall certify and disclose accordingly.

J. PROCUREMENT OF RECOVERED MATERIALS. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, making maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the Agreement performance schedule; (ii) meeting Agreement performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

K. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. When Federal funds are expended by the City, Contractor certifies by signing this Agreement that Contractor shall comply with 2 CFR § 200.216.

1. Definitions. As used in this Section, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

2. Prohibition.

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in Subsection 3 of this Section applies, Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from FEMA to:
 - A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - B. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - C. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - D. Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component

of any system, or as critical technology as part of any system.

3. Exceptions.

- i. This Section does not prohibit contractors from providing:
 - A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - A. Covered telecommunications equipment or services that are not used: (1) as a substantial or essential component of any system; and (2) as critical technology of any system.
 - B. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting Requirement.

- i. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Agreement performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in Subsection 4.ii. of this Section to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.
- ii. Contractor shall report the following information pursuant to Subsection 4.i. of this Section:
 - A. Within one business day from the date of such identification or notification: The Agreement number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - B. Within 10 business days of submitting the information in Subsection 4.ii.A. of this Section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. Contractor shall insert the substance of this Section K, including this Subsection 5, in all subcontracts and other contractual instruments.

- L. DOMESTIC PREFERENCES FOR PROCUREMENTS.** As appropriate, Contractor shall, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this Section, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- M. BUILD AMERICA, BUY AMERICA ACT (BABAA).** In the event a Task Authorization is issued for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act, Contractor shall file the required certification to the City prior to commencing any work unless the domestic preference requirement is waived by the Federal Government. Contractor and any of its subcontractors shall certify that no Federal financial assistance funding for infrastructure project will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractor and any of its subcontractors shall also disclose any use of Federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the City who, in turn, will forward the disclosures to the appropriate Federal Agency.
- N. DHS LOGO.** Contractor acknowledges and agrees that Contractor must obtain written permission from the U.S. Department of Homeland Security (“DHS”) prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
- O. MODIFICATIONS TO SCOPE OF WORK/CHANGE ORDERS.** The Parties expressly acknowledge and agree that to be allowable under a Federal Government grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.



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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of Emergency Agreement with Cathcart Construction Company-Florida, LLC (Temporary Reclaimed Water Line)

Introduction:

This is a request for Council to ratify an emergency agreement with Cathcart Construction Company-Florida, LLC.

Discussion:

This project consists of furnishing all labor, materials, equipment, permits, and incidentals necessary to install, operate, and remove a temporary 18-inch high-density polyethylene (HDPE) reclaimed water line approximately 1,480 linear feet (LF) in total length. The temporary line will be installed along Donnelly Street between Limit A venue and Waterman Village to maintain reclaimed water service during construction of the permanent reclaimed main. The scope includes two tie-ins to the existing ductile iron (DI) reclaimed water line, located on the north and south sides of Donnelly Street, along with all required fittings, appurtenances, testing, and restoration work. Once the permanent line is placed into service, the temporary HDPE line shall be fully removed and all disturbed areas restored to original or better condition.

The contractor shall be responsible for performing the construction and services described in Exhibit "A" of the attached agreement in the amount of \$244,891.

Budget Impact:

The emergency repairs paid by water/wastewater funds balance (\$1.5 million) to cover the cost, which may result in moving planned projects, such as the Donnelly Street rebuild. Funds will be made available in the mid-year budget amendment under GL 421-1930-536.46-01-WA2639. Cost of emergency water line: \$244,891

Strategic Impact:

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure
Goal 8: Ensure that utility and public works infrastructure is properly maintained to meet

established safety and minimum level of maintenance standards.

Objective 8.5: Implement Water and Wastewater maintenance programs to reduce operating cost and ensure good, reliable service

Recommendation:

Council ratify the emergency agreement with Cathcart Construction Company-Florida, LLC

Attachment(s):

1. Cathcart Emergency Contract (signed)

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Andrew Marsian, Director of Utilities and Plant Operations

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

Whitney Donovan, Purchasing Coordinator

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/18/2025

Approved - 11/18/2025

Approved - 11/20/2025

Approved - 11/21/2025

Approved - 11/21/2025

Approved - 11/21/2025

Final Approval - 11/21/2025

EMERGENCY AGREEMENT

THIS EMERGENCY AGREEMENT (“Agreement”) is made by and between the CITY OF MOUNT DORA, a Florida municipal corporation, with its principal address located at 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and CATHCART CONSTRUCTION COMPANY – FLORIDA, LLC, located at 1056 Willa Springs Drive, Winter Springs, FL 32708, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, due to an unprecedented rainfall event occurring on October 26, 2025 through October 27, 2025, the City of Mount Dora suffered extensive flooding, overflowing waterways, road washouts, and significant damage to infrastructure, facilities, and property, constituting a serious threat of injury, loss of life, disruption of services, and threats to the public health, safety and welfare; and

WHEREAS, due to the above emergency event, pursuant to Resolution No. 2025-45, on October 27, 2025, the City of Mount Dora declared a local state of emergency under Chapter 252, *Florida Statutes*, which has been and will continue to be extended under general law for as long as the state of emergency exists; and

WHEREAS, on October 29, 2025, under Executive Order No. 25-213, the Governor of the State of Florida declared a state of emergency exists in the City of Mount Dora, Lake County, and other municipalities within Lake County for the same reasons; and

WHEREAS, pursuant to the authority provided in Chapter 252, *Florida Statutes*, Executive Order No. 25-213, Resolution 2025-45, and the City’s Purchasing Policies, the City may waive certain procedures and formalities for the purpose of performing any public work, and taking whatever prudent action is necessary to ensure the health, safety and welfare of the public, including entering into contracts; and

WHEREAS, Section 3.4-1(I) of the City’s Purchasing Policies provides that the City Manager may make Emergency Purchases of Goods, Services or Construction “when there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with source selection methods contrary to the public interest”; and

WHEREAS, due to the state of emergency and damage caused by flooding and unprecedented rain event, for the public health, safety, and welfare, the City requires the emergency installation, operation, and removal of a temporary 16-inch high-density polyethylene (HDPE) reclaimed water line located on the north and south sides of Donnelly Street; and

WHEREAS, the City finds that the Contractor has the immediate equipment, labor, materials, and expertise to accomplish this task on an emergency basis and, therefore, good cause exists to waive the City’s normal source selection methods under this Emergency Contract; and

WHEREAS, due to the ongoing state of emergency and continued risks to the public's health, safety, and welfare, the City finds that no other source selection methods are appropriate to meet the emergency needs of the City and the public; and

WHEREAS, due to the emergency powers afforded to the City Manager to protect the health, safety, and welfare of the public during this declared state of local emergency, it is the intent of the parties that the City Manager will, with full lawful authority, execute this Agreement, which will then be ratified by the City Council at its first available public meeting.

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

SECTION 1. **RECITALS.**

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. **TERM.**

The term of this Agreement shall commence upon execution of this Agreement by CITY and CONTRACTOR and shall continue until the services are completed.

SECTION 3. **SCOPE OF SERVICES.**

This project consists of furnishing all labor, materials, equipment, permits, and incidentals necessary to install, operate, and remove a temporary ~~16-inch~~ 18 inch high-density polyethylene (HDPE) reclaimed water line approximately ~~1,400~~ 1,480 linear feet (LF) in total length. The temporary line will be installed along Donnelly Street between Limit Avenue and Waterman Village to maintain reclaimed water service during construction of the permanent reclaimed main. The scope includes two tie-ins to the existing ductile iron (DI) reclaimed water line, located on the north and south sides of Donnelly Street, along with all required fittings, appurtenances, testing, and restoration work. Once the permanent line is placed into service, the temporary HDPE line shall be fully removed and all disturbed areas restored to original or better condition.

The CONTRACTOR shall be responsible for performing the construction and services described in **Exhibit "A"** attached hereto in the amount of \$244,891.46. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. **WARRANTY.**

The CONTRACTOR agrees to provide a full warranty to the CITY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. **OBLIGATIONS OF THE CONTRACTOR.**

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

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. **STANDARD OF CARE.**

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

SECTION 7. **COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "A."** To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

The CITY may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party. In the event of termination, payment due to CONTRACTOR will be pro-rated for work performed.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

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

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE:
- a. Combined Single Limit: \$300,000 per accident,
- OR**
- b. Bodily Injury: \$300,000 per person,
- AND**
- Property Damage: \$100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as an Additional Insured,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any subcontractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the CITY upon reasonable request.
- G. The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

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

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

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the CITY to perform the services set forth herein.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. **INDEPENDENT CONTRACTOR.**

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, subcontractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. **APPLICABLE LICENSING.**

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

SECTION 17. **COMPLIANCE WITH ALL LAWS.**

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

SECTION 18. **INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, subcontractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify 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 CONTRACTOR, or any of its employees, agents, subcontractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. **BANKRUPTCY OR INSOLVENCY.**

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

SECTION 20. **BINDING EFFECT.**

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

SECTION 21. **ASSIGNMENT.**

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

SECTION 22. **SEVERABILITY.**

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

SECTION 23. **WAIVER.**

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

SECTION 24. **NOTICE.**

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

CITY: City of Mount Dora
Attention: City Manager
510 N. Baker Street
Mount Dora, Florida 32756

CONTRACTOR: Cathcart Construction Company – Florida, LLC
1056 Willa Springs Drive
Winter Springs, FL 32708

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

To the extent task authorizations, notices to proceed, or change orders are necessary, those will be issued on the City's standard forms and will be incorporated into the terms of this Agreement.

SECTION 28. CONFLICT OF INTEREST.

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

Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. **PUBLIC ENTITY CRIMES.**

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

SECTION 30. **JOINT AUTHORSHIP.**

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

SECTION 31. **EQUAL OPPORTUNITY EMPLOYER.**

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

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

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. **SOVEREIGN IMMUNITY.**

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

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

SECTION 34. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

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

SECTION 35. **SCRUTINIZED COMPANIES.**

Pursuant to § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR is not on the Scrutinized Companies or Other Entities that Boycott Israel List and is not engaged in a boycott of Israel. CONTRACTOR further agrees that CONTRACTOR will not subcontract with any entity that is on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in a boycott of Israel. As defined in § 215.473, *Florida Statutes*, a "company" includes "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit." CONTRACTOR certifies that none of CONTRACTOR's subsidiaries, parent companies, or affiliates are on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in a boycott of Israel. In the event CONTRACTOR, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies or Other Entities that Boycott Israel List or engages in a boycott of Israel during the term of this Contract, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, termination of the Contract, and other remedies available under the law.

SECTION 36. HUMAN TRAFFICKING AFFIDAVIT.

CONTRACTOR hereby certifies that CONTRACTOR does not use coercion for labor or services, as defined in § 787.06, *Florida Statutes*, and that CONTRACTOR has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit “B”**, and incorporated herein by reference.

SECTION 37. ELECTRONIC SIGNATURES.

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

SECTION 38. ATTACHMENTS.

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the CITY as part of the CONTRACTOR’s response to the CITY’s solicitation for the Agreement. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitting such attachments to the CITY with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the CITY.

[SIGNATURES ON FOLLOWING PAGE]

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 3 day of NOVEMBER, 2025.

CITY OF MOUNT DORA

Vince

Sandersfeld

Vince Sandersfeld, City Manager

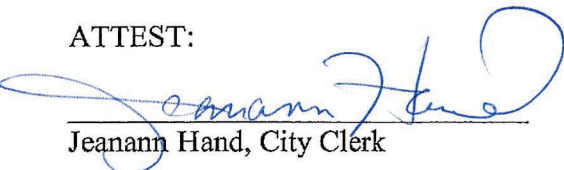
Digitally signed by Vince

Sandersfeld

Date: 2025.11.05 10:03:55

-05'00'

ATTEST:


Jeanann Hand, City Clerk

Ratified at a duly notice public meeting of the City Council on the _____ day of November
_____ 2025.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

CONTRACTOR

By: _____

Print: Matt T. Blanton, President

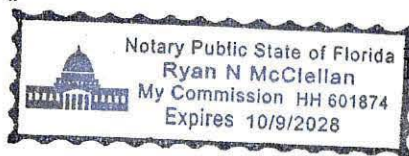
Title: Matt T. Blanton, President

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Matt Blanton, as President, of Cathcart Construction Company-Florida LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 4 day of November, 2025.

(stamp)



ev

NOTARY PUBLIC, State of Florida

**Exhibit “A”
Scope of Services**

Mount Dora - 16" Temporary HDPE Reusemain - Estimated Cost

November 3rd, 2025

Company	DESCRIPTION		Quantity	UNIT	MATERIALS		LABOR		SUB CONTRACT		CONTRACT		EQUIPMENT		TOTAL COST CHANGE
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	
Subcontractor															
TBD	Connect To Existing		2.00	EA					\$ 2,500.00	\$ 5,000.00					\$ 5,000.00
All Florida HDD	Fuse HDPE Pipe		1.00	LS					\$ 18,500.00	\$ 18,500.00					\$ 18,500.00
All Florida HDD	Mobilization		1.00	LS					\$ 2,500.00	\$ 2,500.00					\$ 2,500.00
All Florida HDD	18" IPS HDPE		1,300.00	LF					\$ 70.00	\$ 91,000.00					\$ 91,000.00
									\$ -						\$ -
Mobilization / Demobilization			1.00	LS									\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Material															
Ferguson Waterworks	Connection Material		2.00	EA	\$ 16,800.00	\$ 33,600.00									\$ 33,600.00
Rentals															
United Rentals	Shoring		1.00	LS	\$ 8,500.00	\$ 8,500.00									\$ 8,500.00
Cathcart Labor - Labor Burden 1.54															
Cathcart	Justin Williams - General Superintendent		40.00	HRS			\$ 163.24	\$ 6,529.60							\$ 6,529.60
Cathcart	Superintendent		40.00	HRS			\$ 74.05	\$ 2,962.00							\$ 2,962.00
Cathcart	Project Manager		10.00	HRS			\$ 185.00	\$ 1,850.00							\$ 1,850.00
Cathcart	Foreman		40.00	HRS			\$ 125.00	\$ 5,000.00							\$ 5,000.00
Cathcart	Operator		40.00	HRS			\$ 80.00	\$ 3,200.00							\$ 3,200.00
Cathcart	Operator		40.00	HRS			\$ 80.00	\$ 3,200.00							\$ 3,200.00
Cathcart	Skilled Labor		40.00	HRS			\$ 45.00	\$ 1,800.00							\$ 1,800.00
Cathcart	Skilled Labor		40.00	HRS			\$ 45.00	\$ 1,800.00							\$ 1,800.00
Cathcart	Skilled Labor		40.00	HRS			\$ 45.00	\$ 1,800.00							\$ 1,800.00
Cathcart	Skilled Labor		40.00	HRS			\$ 45.00	\$ 1,800.00							\$ 1,800.00
Cathcart Equipment															
Cathcart Equipment	135 Size Excavator		40.00	HRS									\$ 130.00	\$ 5,200.00	\$ 5,200.00
Cathcart Equipment	85 Size Excavator		40.00	HRS									\$ 85.00	\$ 3,400.00	\$ 3,400.00
Cathcart Equipment	331 Skid Steer		40.00	HRS									\$ 85.00	\$ 3,400.00	\$ 3,400.00
Cathcart Equipment	Front End Loader		40.00	HRS									\$ 130.00	\$ 5,200.00	\$ 5,200.00
Cathcart Equipment	F-150 - General Superintendent		40.00	HRS									\$ 24.00	\$ 960.00	\$ 960.00
Cathcart Equipment	F-150 - Superintendent		40.00	HRS									\$ 24.00	\$ 960.00	\$ 960.00
Cathcart Equipment	F-350 - Foreman		40.00	HRS									\$ 38.00	\$ 1,520.00	\$ 1,520.00
SUB TOTALS						\$ 42,100.00		\$ 29,941.60		\$ 117,000.00		\$ -		\$ 30,640.00	\$ 219,681.60
SALES TAX					7.00%	\$ 2,947.00		\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	\$ 2,947.00
TOTAL DIRECT COSTS						\$ 45,047.00		\$ 29,941.60		\$ 117,000.00		\$ -		\$ 30,640.00	\$ 222,628.60
CONTRACTOR'S MARKUP					10.00%	\$ 4,504.70		\$ 2,994.16	10.00%	\$ 11,700.00	10.00%	\$ -	10.00%	\$ 3,064.00	\$ 22,262.86

SUB TOTAL WITH MARKUP		\$	244,891.46
Insurance	2.00%	\$	4,897.83
	Total =	\$	249,789.00

EXHIBIT "B"

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the **City of Mount Dora** (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of the Nongovernmental Entity, and I am authorized to provide this Affidavit its behalf.
3. Neither the Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and attest that the statements made herein are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature

Matt T. Blanton, President

Printed Name

Cathcart Construction Company-Florida LLC

Entity

Matt T. Blanton, President

Title

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged and sworn before me by means of ☒ physical presence or ☐ online notarization of Matt T. Blanton, President of

Cathcart Construction Company-Florida LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced

this 5 day of NOVEMBER, 2025.

(stamp)

ce
NOTARY PUBLIC





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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of the Fourth and Fifth Extensions of Resolution 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event

Introduction:

This is a request for Council to ratify the Fourth and Fifth Extensions of Resolution 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event.

Discussion:

Section 252.38(3)(a)(5), Florida Statutes, authorizes municipalities to declare a local state of emergency for a duration of seven (7) days, which may be extended in additional seven-day increments as necessary. During such time, the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take any prudent action necessary to ensure the health, safety, and welfare of the community.

On October 27, 2025, in response to the flooding event occurring between October 26 and October 27, 2025, Mayor Homich signed Resolution No. 2025-45, declaring a local state of emergency within all territory inside the legal boundaries of the City of Mount Dora for a seven-day duration. On the same date, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency. On October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event.

City of Mount Dora Resolution No. 2025-45 was ratified at a City Council Special Meeting on October 29, 2025, at which a quorum of the City Council was present.

Chapter 252, *Florida Statutes*, and Resolution 2025-45 permit the mayor, City Manager or his or her designee, to extend a local state of emergency if a quorum of the City Council is unavailable. Due to the ongoing suffering caused by the October 26-27, 2025 Flood Event, and to ensure the health, safety, and welfare of the community, its residents, and public facilities, the local state of emergency was further extended for all territory within the legal boundaries of the City of

Mount Dora for additional 7-day durations, up to and including December 8, 2025. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

City Council Extension to State of Emergency Approval History:

Extension	Date Adopted/Signed	Date Ratified by City Council	Extension Expires
1st	11/03/2025	11/04/2025	11/10/2025
2nd	11/10/2025	11/18/2025	11/17/2025
3rd	11/17/2025	11/18/2025	11/24/2025
4th	11/24/2025	12/02/2025	12/01/2025
5th	12/01/2025	12/02/2025	12/08/2025

Budget Impact:

In the event any expenses are incurred as a result of the flood event, a budget amendment will be presented to City Council as potential reimbursements are received, indicating the fund accounts to be adjusted as a result of emergency expenses.

Strategic Impact:

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

Recommendation:

Council ratify the Fourth and Fifth Extensions of Resolution 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

Attachment(s):

1. 12.02.2025.FOURTH EXTENSION OF RESOLUTION 2025-45 (pab ex)
2. 12.02.2025.FIFTH EXTENSION OF RESOLUTION 2025-45 (pab ex)
3. RESO NO. 2025-45.DECLARATION OF LOCAL STATE OF EMERGENCY.10.26.25
FLOOD EVENT.SIGNED

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/19/2025

Approved - 11/20/2025

Approved - 11/20/2025

Approved - 11/21/2025

Approved - 11/21/2025

Final Approval - 11/21/2025

FOURTH EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, on November 10, 2025, the City extended the declared local state of emergency until November 17, 2025; and

WHEREAS, on November 17, 2025, the City extended the declared local state of emergency until November 24, 2025; and

WHEREAS, the Second and Third Extensions of Resolution No. 2025-45 were ratified by City Council at the Regular Session held November 18, 2025; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective November 24, 2025, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including December 1, 2025.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ____ day of _____, 2025

RATIFIED AT A THE _____, 2025 CITY COUNCIL REGULAR SESSION.

JAMES HOMICH, MAYOR
City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Patrick Brackins

Patrick Brackins
City Attorney

FIFTH EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, on November 10, 2025, the City extended the declared local state of emergency until November 17, 2025; and

WHEREAS, on November 17, 2025, the City extended the declared local state of emergency until November 24, 2025; and

WHEREAS, the Second and Third Extensions of Resolution No. 2025-45 were ratified by City Council at the Regular Session held November 18, 2025; and

WHEREAS, on November 24, 2025, the City extended the declared local state of emergency until December 1, 2025; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

Fifth Extension of Resolution No. 2025-45

Page 1 of 3

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective December 1, 2025, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including December 8, 2025.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ____ day of _____, 2025

RATIFIED AT A THE _____, 2025 CITY COUNCIL REGULAR SESSION.

JAMES HOMICH, MAYOR
City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Patrick Brackins

Patrick Brackins
City Attorney

RESOLUTION NO. 2025-45

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LOCAL STATE OF EMERGENCY STEMMING FROM THE FLOODING EVENT OCCURRING ON OCTOBER 26, 2025; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE DECLARATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR THE INAPPLICABILITY OF EMERGENCY EVENT RESPONSE PAY; PROVIDING FOR THE DURATION OF THE LOCAL STATE OF EMERGENCY; PROVIDING FOR RATIFICATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora ("City"), based on significant rainfall occurring on October 26, 2025 through October 27, 2025, is threatened by excessive and extensive flooding, overflowing waterways, saturated soils and associated flooding, which constitutes a serious threat of injury, loss of life, damage to property, disruption of services, and impairment of the public health, safety and welfare of the inhabitants of the City; and

WHEREAS, the adverse conditions are imminent or already occurring within the City and may cause widespread damage to public infrastructure, private property, utilities, roadways, stormwater systems and may hamper normal governmental functions; and

WHEREAS, Chapter 252, Florida Statutes, grants political subdivisions authority to declare a state of local emergency; and specifically, Section 252.38(3)(a), *Florida Statutes*, provides the ability for local governing bodies to waive certain formalities and take whatever actions necessary to preserve the health, safety, and welfare of the community; and

WHEREAS, Lake County and the State of Florida have not yet, at the time of this declaration, declared a local state of emergency exists, but the City anticipates that both will do so shortly; and the City has complied with all of its mandatory reporting and coordination requirements under Chapter 252, Florida Statutes, and will continue to do so during this state of local emergency; and

WHEREAS, the City Council of the City of Mount Dora finds that this situation meets the statutory definition of an "emergency" or "disaster" under Section 252.34, *Florida Statutes*, and that immediate action is required to mobilize resources and protect the health and safety of the public, to protect critical infrastructure, and to mitigate the damages caused by this significant rain event, including the impacts from ongoing flooding; and

WHEREAS, the City Council further finds that it is in the best interest of the City and its residents to declare a state of local emergency, to activate its emergency management plan, to

direct and coordinate all available resources, and to authorize the City Manager (or designee) to take all necessary actions consistent with such declaration; and

WHEREAS, *Florida Statutes*, Section 252.38(3)(a)(5), provides authority for political subdivisions to declare a state of local emergency and to waive the procedures and formalities, otherwise required of political subdivisions, in order to take whatever action is necessary to ensure the health, safety and welfare of the community; and

WHEREAS, Section 252.34, *Florida Statutes* defines “emergency” as any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property; and

WHEREAS, the City has determined that it is in the best interest of its employees, citizens and visitors to extend the local state of emergency and further revise the parameters related to the same; and

WHEREAS, under Section 18(e) of the City Charter, the Mayor is authorized to take necessary actions in an emergency situation, which shall only be extended until the next meeting of the City Council; and

WHEREAS, due to the nature of the emergency, the need to take immediate action, and the inability to obtain a quorum of the City Council on the morning of October 27, 2025, the Mayor is authorized to execute this resolution, which shall be ratified or amended at the next meeting of the City Council as soon as a special meeting may be convened.

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

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

SECTION 2. Declaring a Local State of Emergency. A state of local emergency exists due the unprecedented rain and flooding during October 26, 2025 and October 27, 2025, which poses an ongoing and immediate threat to the public, health, safety and welfare, as well as to public infrastructure and facilities. It is anticipated that Lake County, as well as the Governor will shortly be declaring as state of emergency. Thus, under the powers provided in Chapter 252, *Florida Statutes*, as well as Article IV, Section 18(e) of the City Charter, the Mayor is authorized to take actions in an emergency situation, which shall extend until the next meeting of the city council. To the extent necessary under the circumstances, while the emergency is ongoing, as collectively determined by the Mayor, the City Manager, and the City Attorney, certain procedures and formalities otherwise required may be waived or temporarily suspended. The procedures and formalities which may be waived are set forth in Section 252.38(3)(a)(5), *Florida Statutes*, and include, but are not limited to:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the public;
- b. entering into contracts;
- c. incurring obligations;
- d. employment of permanent and temporary workers;
- e. utilization of volunteer workers;
- f. rental of equipment;
- g. acquisition and distribution, with or without compensation, of supplies, materials and facilities;
- h. appropriation of expenditure of public funds;
- i. temporary modifications to working environment and procedures.

Based on the foregoing, the City of Mount Dora declares that a local state of emergency exists.

SECTION 3. Emergency Event Response Pay Not Applicable. For the duration of the state of emergency, as declared hereby, there shall not be a suspension of the day-to-day operations of the City; thus, emergency event response pay, as set forth in Section 6.12 B, of the City of Mount Dora Employment Policy, shall not be applicable unless otherwise deemed necessary by the City Council.

SECTION 4. Establishment and Enforcement of Curfew. The Mayor and City Manager are hereby authorized to establish and enforce a curfew within the incorporated areas of the City of Mount Dora, Florida, if deemed necessary and appropriate during the local state of emergency declared by this Resolution and are further authorized to modify and terminate that curfew to the extent necessary under the circumstances and as the status of the emergency event changes.

SECTION 5. Duration of Local State of Emergency. This declared state of local emergency shall remain in full force and effect from the date of adoption of this Resolution, and shall automatically expire seven (7) days after adoption but may be extended by a majority vote of the City Council, as necessary, in seven (7) day increments for a total duration of not more than forty-two (42) days. In addition, should a quorum of the City Council not be reasonably available to extend the resolution, then the resolution may be extended by the Mayor or City Manager, or his or her designee, which may then be ratified at the next meeting of the City Council.

SECTION 6. Ratification by City Council. As a quorum of the City Council could not reasonably be obtained on the morning of October 27, 2025, this resolution is signed initially by the Mayor under his authority from Section 18(e) of the City Charter. However, this resolution and declaration of a local state of emergency shall be ratified by a majority of the City Council as soon as a quorum may be obtained for a special meeting, and a majority of the City Council may amend this resolution.

SECTION 7. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order

Resolution No. 2025-45

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

SECTION 8. Savings Clause. All prior actions of the City of Mount Dora pertaining to the state of local emergency related to the flooding that occurred on October 26, 2025, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 9. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, and as determined by the City Clerk and City Attorney, may be corrected without the need for a formal amendment.

SECTION 10. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 11. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 12. Effective Date. This Resolution shall become effective immediately upon its execution by the Mayor and remain in effect until ratified or amended by the City Council. This resolution shall be effective, unless extended or amended, for seven (7) days from the date and time it is executed by the Mayor.

PASSED AND ADOPTED this 27 day of October, 2025 at 11:55 A.M.

RATIFIED AT A SPECIAL MEETING OF THE CITY COUNCIL this 29 day of October, 2025.



JAMES HOMICH, MAYOR
City of Mount Dora, Florida

ATTEST:



Jeanann Hand
City Clerk

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



Patrick Brackins
City Attorney

Resolution No. 2025-45
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Resolution No. 2025-45
Page **5** of **5**



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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Meeting Minutes

Introduction:

This is a request for Council to approve meeting minutes.

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council approve meeting minutes.

Attachment(s):

1. 09.11.2025.City Council Special Meeting Minutes_DRAFT.edited
2. 09.16.2025.City Council Regular Session Minutes DRAFT.edited (1)
3. 09.16.2025.CRA Board Minutes DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/21/2025

Final Approval - 11/21/2025



CITY OF MOUNT DORA, FLORIDA CITY COUNCIL SPECIAL MEETING MINUTES

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

September 11, 2025, 6:00 p.m.

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor James Homich called to order the Regular Session of City Council in the Mount Dora City Hall Council Chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence, with special mention of September 11th, and the Pledge of Allegiance were led by Mayor Homich.

ROLL CALL

Members Present

James Homich, Mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Members Not Present

John Cataldo, District 1, Vice-mayor

PUBLIC COMMENT

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

Council and staff discussed policy considerations and policy development.

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of **Resolution No. 2025-17**, Final Fire Assessment Rate

Mr. Brackins read Resolution No. 2025-17 by title only.

RESOLUTION NO. 2025-17

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF MOUNT DORA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR REIMPOSITION OF FIRE SERVICES ASSESSMENTS; PROVIDING FOR CONFIRMATION OF PRELIMINARY

ASSESSMENT RESOLUTION; PROVIDING FOR EFFECT OF ADOPTION OF THIS RESOLUTION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Staff presented an overview, including a recap of the initial maximum assessment rate approved on June 17, 2025; details of the final fire assessment rate; and information regarding available financial hardship assistance and the City's comprehensive outreach campaign. Staff noted Council's previous direction to expand outreach efforts to ensure residents are informed of available assistance programs.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2025-17, FINAL FIRE ASSESSMENT RATE; MAYOR HOMICH SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES Rolfson

Homich

Crail

Dawson

Bryant

Walker

NO None

Mr. Brackins spoke to Council about the recent State District Court of Appeal ruling related to open carry of firearms.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 6:10 p.m.

JAMES HOMICH, MAYOR
City of Mount Dora

Jeanann Hand, City Clerk



CITY OF MOUNT DORA, FLORIDA CITY COUNCIL REGULAR SESSION MINUTES

**Mount Dora City Hall
510 North Baker Street, Mount Dora, FL 32757
September 16, 2025, 6:00 p.m.**

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor James Homich called to order the Regular Session of City Council in the Mount Dora City Hall Council Chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and the Pledge of Allegiance were led by Mayor Homich.

ROLL CALL

Members Present

James Homich, Mayor
John Cataldo, District 1, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk
Matt Dodson, Budget Officer
Michele Janiszewski, Senior Planner

PRESENTATIONS

1. Proclamation Recognizing Hispanic Heritage Month

Mayor Homich read the proclamation into the record. Representatives from the Hispanics of Lake County Association were recognized.

2. Presentation Tremain Street Greenway Landscape Island Maintenance Program

Parks and Recreation Director Troy Shonk and staff provided a status report on the pilot landscape and island maintenance program along the Tremain Street greenway. He provided background on the original design plan and current project conditions. He reported receiving positive feedback on the updated landscape approach. Council and staff discussed irrigation needs, robust plantings, and opportunities to create visual barriers and add color. Council expressed support for the project's cost-effectiveness and aesthetic benefits. Staff requested direction to continue moving forward.

PUBLIC COMMENT

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

Mayor Homich adjourned the meeting at 6:14 p.m. with the intention to reconvene after the CRA Board meeting.

Mayor Homich called the meeting back to order at 7:37 p.m.

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Request Approval of Purchase Order in the Amount of \$611,526 with Ferguson Water Works for Potable and Reclaimed Meters Related to New Development
2. Request Approval of the Interagency Agreement Between The Lake County Sheriff's Office and the City of Mount Dora (Mount Dora Police Department) for Criminal Justice Information Exchange and Computer Usage
3. Request Approval of the Agreement for State Financial Assistance Between Florida Department of Law Enforcement and Mount Dora Police Department (Meridian Archer Mobile Barrier)
4. Request Approval of Meeting Minutes

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

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of **Resolution No. 2025-22**, Approving the Final Millage Rate

Mr. Brackins read Resolution No. 2025-22 in its entirety.

RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PROVIDING FOR THE ADOPTION OF THE FINAL MILLAGE RATE FOR FISCAL YEAR 2025-26; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASE; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after conducting a public hearing on Tuesday, July 15, 2025, the City of Mount Dora adopted Resolution No.: 2025-16, certifying the proposed millage rate for Fiscal Year 2025-26 as required by Florida Statutes, Section 200.065; and

WHEREAS, the Lake County Property Appraiser has delivered notice of the City of Mount Dora's proposed property tax to each taxpayer for which the City of Mount Dora, Florida is the taxing authority; and

WHEREAS, after conducting a public hearing on Tuesday, September 3, 2025, the City of Mount Dora adopted Resolution No. 2025-21, establishing the tentative millage rate for Fiscal Year 2025-26 as required by Florida Statutes, Section 200.065; and

WHEREAS, following a review of the tentative budget as submitted, the City of Mount Dora has determined that a millage rate of 6.300 mills is necessary to produce sufficient revenue to fund the Fiscal Year 2025-26 budget.

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

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

SECTION 2. Levy of Ad Valorem Taxes and Percentage Increase. The City of Mount Dora, Florida, hereby adopts the final millage rate specified and hereby states the percent, if any, by which the final millage rate exceeds the rolled back millage rate, as follows:

Taxing Entity	Tentative Millage Rate	Rolled Back Millage Rate	Percentage Increase Over/ (Under) the Rolled Back Rate
General Fund	6.3000 Mills	6.0523 Mills	4.09%

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption of the final millage rate for Fiscal Year 2025-26, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

Budget Officer Matt Dodson stated that the purpose of the meeting was to consider adopting the final millage rate for the fiscal year ending September 30, 2026. The proposed millage rate is 6.3000 mills, representing an increase of 4.09% from the rolled back rate of 6.0523 mills. The decision to levy an operating millage rate of 6.3000 mills will result in an additional \$510,351 in ad valorem general fund revenue.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2025-22, APPROVING THE FINAL MILLAGE RATE; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 6-1 ROLL CALL VOTE.

YES Cataldo

Bryant
Rolfson
Dawson
Crail
Walker
NO Homich

2. Request Adoption of **Resolution No. 2025-23**, Approving the Final Budget

Mr. Brackins read Resolution No. 2025-23 in its entirety.

RESOLUTION NO. 2025-23

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE FINAL BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Mount Dora recommended a proposed annual budget for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026; and

WHEREAS, the City of Mount Dora held budget work sessions on June 9, 2025, July 7, 2025, July 21, 2025 and August 25, 2025, for the purpose of reviewing and, where appropriate, revising the proposed Fiscal Year 2025-26 budget; and

WHEREAS, Florida Statutes, Section 200.065, commonly known as the Truth in Millage or TRIM Bill, requires that the City hold a public hearing to consider adoption of the final millage rate and final budget for Fiscal Year 2025-2026; and

WHEREAS, on September 3, 2025, after having first adopted a resolution establishing a tentative millage rate for Fiscal Year 2025-2026, the City of Mount Dora held a public hearing and considered adoption of its tentative budget for Fiscal Year 2025-25; and

WHEREAS, on September 16, 2025, after having first adopted Resolution No.: 2025-22, establishing the final millage rate for Fiscal Year 2025-2026, the City of Mount Dora held a public hearing to consider adoption of its final budget for Fiscal Year 2025-2026; and

WHEREAS, during the course of said public hearing, all persons desiring to voice objection or make comments on the final budget for Fiscal Year 2025-2026 were given an opportunity to do so.

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

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

SECTION 2. Approval of the Final Budget for Fiscal Year 2025-2026. Pursuant to the City of Mount Dora Charter and Florida Statutes, Chapters 166 and 200, the City of Mount Dora hereby adopts the various tentative budgets as set forth in **Exhibit “A”** attached hereto.

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

SECTION 4. Savings Provision. All prior actions of the City of Mount Dora pertaining to the adoption of the final budget for Fiscal Year 2025-2026, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

Exhibit A to Resolution 2025-23 is attached to the minutes as Exhibit A.

Mr. Dodson explained the changes to the budget since the September 3, 2025, public hearing on the tentative budget. The city-wide budget for fiscal year 2025-2026 is \$197,727,696, including rollover money and new monies.

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

MOTION BY COUNCILMEMBER CRAIL TO ADOPT RESOLUTION NO. 2025-23, APPROVING THE FINAL BUDGET; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES *Homich*
 Walker
 Rolfson
 Cataldo
 Dawson
 Bryant
 Crail
NO *None*

MOTION BY COUNCILMEMBER ROLFSON TO AUTHORIZE THE CITY MANAGER AND THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND REQUIRED TO COMPLETE THE MILLAGE RATE AND BUDGET ADOPTION PROCESS; COUNCILMEMBER BRYANT SECONDED THE MOTION. MOTION PASSED WITH A 7-0 VOTE.

YES *Homich*
 Dawson
 Cataldo
 Walker
 Crail
 Rolfson
 Bryant
NO *None*

3. Request Adoption of **Resolution No. 2025-33**, Approving the Updated Master Fee Schedule

Mr. Brackins read Resolution No. 2025-33 by title only.

RESOLUTION NO. 2025-33

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER FEE SCHEDULE FOR THE CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR FEE RESOLUTION; PROVIDING FOR APPROVAL OF MASTER FEE SCHEDULE; PROVIDING THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Dodson explained that the master fee schedule sets the fees for various departments and is updated annually. Council and staff discussed changes to the master fee schedule, including electric, Parks and Recreation, and building changes. Staff explained the process of comparing fees with other cities and the YMCA to ensure the City's fees are reasonable. To alleviate Council concerns, staff clarified details regarding late fees and reconnection charges. Councilmember Walker spoke with Council about amending the schedule to eliminate reconnection fees.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2025-33, APPROVING THE UPDATED MASTER FEE SCHEDULE; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES *Walker*
 Bryant
 Rolfson
 Crail
 Dawson

Homich
Cataldo
NO *None*

4. Request Adoption of **Resolution No. 2025-36**, Approving the Historic Marker for 930 N. Donnelly Street

Mr. Brackins read Resolution No. 2025-36 by title only.

RESOLUTION NO. 2025-36

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO 930 N DONNELLY STREET; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR HISTORIC SITE DESIGNATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Senior Planner Michele Janiszewski provided a summary of the property's history and its significance to the community.

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

MOTION BY VICE-MAYOR CATALDO TO ADOPT RESOLUTION NO. 2025-36, APPROVING THE HISTORIC MARKER FOR 930 NORTH DONNELLY STREET; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES *Dawson*
 Rolfson
 Craill
 Cataldo
 Walker
 Bryant
 Homich
NO *None*

5. Request Adoption of **Resolution No. 2025-37**, Approving the Historic Marker for 650 N. Donnelly Street

Mr. Brackins read Resolution No. 2025-37 by title only.

RESOLUTION NO. 2025-37

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO 650 N. DONNELLY STREET; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR HISTORIC SITE DESIGNATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE;

PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Senior Planner Michele Janiszewski described the property's history and its significance to the City.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2025-37, APPROVING THE HISTORIC MARKER FOR 650 NORTH DONNELLY STREET; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

***YES Cataldo
 Crail
 Dawson
 Homich
 Walker
 Bryant
 Rolfson
NO None***

6. Request Approval of First Reading of **Ordinance No. 2025-20**, Amending the Land Development Code in Multiple Chapters.

Mr. Brackins read Ordinance No. 2025-20, Amending the Land Development Code in Multiple Chapters by title only.

ORDINANCE NO: 2025 - 20

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

Ms. Janiszewski summarized the amendments, which included changes to zoning regulations, design standards, and definitions. She informed Council that the Planning and Zoning Commission recommended approval.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FIRST READING OF ORDINANCE NO. 2025-20, AMENDING THE LAND DEVELOPMENT CODE IN MULTIPLE CHAPTERS; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES ***Homich***
 Walker
 Crail
 Rolfson
 Dawson
 Bryant
 Cataldo
NO ***None***

PRIORITY PROJECT UPDATES

It was announced there would be a parking update on October 7th.

CITY MANAGER'S REPORT

Mr. Sandersfeld introduced Public Information Officer and Economic Development Director Misty Sommer, who spoke to Council about the Orlando City Soccer tourism campaign.

Mr. Sandersfeld introduced Fire Chief Joseph Hightower, who spoke about a grant the department will receive for decontamination equipment. It will be brought to Council for ratification on October 7th.

1. City Manager Evaluation

Council discussed the City Manager's performance, highlighting his responsibilities and achievements. There was support for a significant salary increase for Mr. Sandersfeld. Council compared Mr. Sandersfeld's salary with the salaries of other relevant City Managers.

MOTION BY COUNCILMEMBER WALKER TO INCREASE THE CITY MANAGER'S SALARY TO \$201,300.00; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 6-1 ROLL CALL VOTE.

YES ***Rolfson***
 Cataldo
 Bryant
 Walker
 Dawson
 Crail
NO ***Homich***

CITY ATTORNEY'S REPORT

Mayor Homich raised the recent First District Court of Appeals open-carry ruling.

COMMUNICATIONS AND REPORTS

Councilmember Dawson spoke about the Heartland League of Cities survey and a State Policy Committee meeting at the end of September. He thanked Chief Gibson, Chris Carson, and Kevin Biles for the assistance provided during a recent event at the Community Building.

Councilmember Walker thanked staff for their work on the budget.

Councilmember Bryant announced a two-day session on property taxes on the 22nd and 23rd of September. He mentioned a recent Florida Trend article on public and non-public utilities and commented favorably on Mount Dora's rates.

Councilmember Rolfson congratulated Mr. Dodson and Mr. Sandersfeld for getting through the Budget Season smoothly. He spoke about his nomination of Councilmember Dawson for the Heartland League of Cities Vice-president.

Mayor Homich commented on the recent Pitmasters and Pourers event. He mentioned adding the City's Social Media Policy to the agenda and spoke about Lake Cares fundraising.

ADJOURNMENT

Councilmember Rolfson moved for adjournment. There being no further business for discussion, the meeting adjourned at approximately 9:10 p.m.

JAMES HOMICH, MAYOR
City of Mount Dora

Jeanann Hand, City Clerk

FINAL PROPOSED BUDGET FISCAL YEAR 2025-2026

FUND	Tentative Proposed Reso. 2025-21	Change from Tentative	Encumbrances	Approved Project Funding	Final Proposed Reso. 2025-23	Variance
001 - General Fund	\$ 34,082,515		\$ 496,910	\$1,417,623	\$ 35,997,048	\$ 1,914,533
111 - Discretionary Sales Tax	\$ 2,120,200		\$ 366,850	\$3,829,329	\$ 6,316,379	\$ 4,196,179
117 - Community Redevelopment Agency	\$ 3,125,820				\$ 3,125,820	\$ -
118 - Northeast Community Redevelopment Agency	\$ 12,145,504				\$ 12,145,504	\$ -
123 - Building Department	\$ 2,039,220				\$ 2,039,220	\$ -
124 - Police Impact Fee	\$ 163,000				\$ 163,000	\$ -
125 - Fire Impact Fee	\$ 116,000				\$ 116,000	\$ -
126 - Library Impact Fee	\$ 360,500			\$ 195,001	\$ 555,501	\$ 195,001
127 - Parks Impact Fee	\$ 540,000		\$ 168,264	\$ 504,026	\$ 1,212,290	\$ 672,290
131 - Fire Assessment Fee	\$ 6,133,652		\$ 758,792	\$1,975,815	\$ 8,868,259	\$ 2,734,607
150 - Cemetery	\$ 89,645		\$ 20,080		\$ 109,725	\$ 20,080
200 - Debt Service	\$ 1,246,163				\$ 1,246,163	\$ -
310 - Capital Construction	\$ 16,308,500		\$ 1,348,164	\$7,549,100	\$ 25,205,764	\$ 8,897,264
410 - Electric	\$ 12,987,660		\$ 565,983	\$3,103,025	\$ 16,656,668	\$ 3,669,008
415 - Electric Construction	\$ 867,500		\$ 139,626	\$3,040,668	\$ 4,047,794	\$ 3,180,294
421 - Water / Wastewater Utility	\$ 18,135,710		\$ 1,218,903	\$2,132,698	\$ 21,487,311	\$ 3,351,601
422 - Wastewater Impact Fee	\$ 4,000,000		\$ 9,575,682	\$1,162,204	\$ 14,737,886	\$ 10,737,886
423 - Water Impact Fee	\$ 1,910,000		\$ 30,865		\$ 1,940,865	\$ 30,865
425 - Water / Wastewater Construction	\$ 6,839,250		\$ 10,344,452	\$3,232,545	\$ 20,416,247	\$ 13,576,997
430 - Sanitation Utility	\$ 3,507,506				\$ 3,507,506	\$ -
440 - Stormwater Utility	\$ 2,807,751		\$ 521,378	\$1,885,681	\$ 5,214,810	\$ 2,407,059
445 - Stormwater Construction	\$ 1,206,700		\$ 433,648	\$1,885,681	\$ 3,526,029	\$ 2,319,329
500 - Public Work Warehouse	\$ 1,415,714		\$ 18,374		\$ 1,434,088	\$ 18,374
501 - Vehicle Replacement	\$ 482,200				\$ 482,200	\$ -
510 - Self Insured Health	\$ 6,004,116				\$ 6,004,116	\$ -
515 - Property & Casualty & Workers Compensation	\$ 1,171,503				\$ 1,171,503	\$ -
Total City Wide Budget	<u>139,806,329</u>	<u>-</u>	<u>26,007,971</u>	<u>31,913,396</u>	<u>\$ 197,727,696</u>	<u>57,921,367</u>



CITY OF MOUNT DORA, FLORIDA CRA BOARD MINUTES

Mount Dora City Hall

510 North Baker Street, Mount Dora, FL 32757

September 16, 2025, 6:15 p.m.

CALL TO ORDER

Having been duly advertised as required by law, at 6:15 p.m., Chairperson Homich called to order the CRA Board meeting in the Mount Dora City Hall Council Chamber.

ROLL CALL

Members Present

James Homich, Chairperson
John Cataldo, District 1, Vice-chair
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk
Misty Sommer, Economic Development
Director
Guest
Jason Spiegel, Freebee Managing Partner

PUBLIC COMMENT

Chairperson Homich opened public comment. No one spoke. Chairperson Homich closed public comment.

ACTION ITEM

1. Request Approval of Master Services Agreement with BEEFREE (Doing Business as Freebee) for Parking Shuttle Transportation Services

City staff introduced Jason Spiegel, representing Freebee, to provide the annual performance review of the downtown parking shuttle service. Mr. Spiegel was attending via electronic communication technology.

Ms. Sommer and Mr. Spiegel summarized the program's history, including the launch of the initial service model, the use of grant funding, and recent efforts to capture user feedback through surveys and outreach.

Mr. Spiegel presented operational data for the program's first full year. He reported 23,000 total rides provided; a 99.6% user satisfaction rating; a \$27.10 City cost per ride; their use of app-based ride requests and a live dispatch center; strong use during peak weekends and special events; and a high percentage of female riders.

Council and staff discussed the percentage of riders using the service regularly, the response from business owners, and the Chamber of Commerce's assistance with survey distribution.

Ms. Sommer told Council about a pending grant opportunity to expand the service model.

Council discussed the value of continuing the service during the upcoming peak season; the program's role in reducing downtown parking demand; the cost-per-ride metric and opportunities to lower overall expenses; the potential use of advertising revenue to offset service costs; ensuring the shuttle service does not conflict with private operators; the geographic and funding limitations of the CRAs, the possibility of limited extensions to adjacent residential areas; and the importance of maintaining ridership statistics, including distinguishing residents from visitors.

Staff addressed questions regarding driver licensing, insurance requirements, service boundaries, and operational safety. Council and staff discussed the flexibility of the agreement and the ability to terminate early without penalty.

Chairperson Homich opened public comment.

Frank Kirwin, 1110 East Fifth Avenue, spoke about Freebee's territorial limitations and the use of a local vendor.

Josh Hemingway, 1177 East Fifth Avenue, spoke about his observations related to Freebee use downtown.

Chairperson Homich closed public comment.

The Board expressed general support for continuing the program while monitoring performance more closely. They favored a one-year renewal term.

MOTION BY MR. ROLFSON TO APPROVE THE MASTER SERVICES AGREEMENT FOR AN ADDITIONAL ONE-YEAR TERM WITH BEEFREE (DOING BUSINESS AS FREEBEE) FOR PARKING SHUTTLE TRANSPORTATION SERVICES; MR. WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

***YES Dawson
Crail
Homich
Cataldo
Bryant
Walker
Rolfson
NO None***

A 90-day performance review would be scheduled to evaluate updated data, cost metrics, and potential route or operational adjustments.

The Board requested continued tracking of rider statistics, including resident vs. visitor use; evaluation of advertising opportunities to offset program costs; and an analysis of possible "to and from" adjustments within CRA boundaries.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:30 p.m.

JAMES HOMICH, CHAIRPERSON
Mount Dora Downtown CRA

Jeanann Hand, City Clerk



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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: City of Mount Dora Advisory Board and Committee Appointments

Introduction:

This is a request for Council to approve Advisory Board and Committee appointments and reappointments.

Discussion:

Pursuant to the City's Code of Ordinances, Advisory Board and Commission members serve two-year terms and may be reappointed for additional terms.

The following seat terms will expire December 31, 2025.

LIBRARY ADVISORY BOARD

Mayor Appointment (Dawn Murphy)
District 1 (Amber Perretti, Reappointment)
District 2 (Laura Busch, Reappointment)
District 5 (Jennifer Thompson)

HISTORIC PRESERVATION BOARD

Mayor
District 1
District 4
District 5 (Robert Gordon, Reappointment requested)

NORTHEAST CRA ADVISORY COMMITTEE

Mayor
District 1
District 4
District 5

PARKS AND RECREATION ADVISORY BOARD

Mayor
District 4
District 5

PLANNING AND ZONING COMMISSION
District 4 (Harris Turner, Reappointment)
District 5

PUBLIC ARTS COMMISSION
Mayor
District 1
District 2
District 4
District 5
At Large

Budget Impact:

There is no budget impact related to this item.

Strategic Impact:

Strategic Initiative 4: Provide High-Quality City services that sustain a vibrant, safe, and healthy community.

Goal 12: Provide high-quality programs to benefit all age groups: Parks and Recreation; the Northeast Resource and Recreation Center; and the Library

Recommendation:

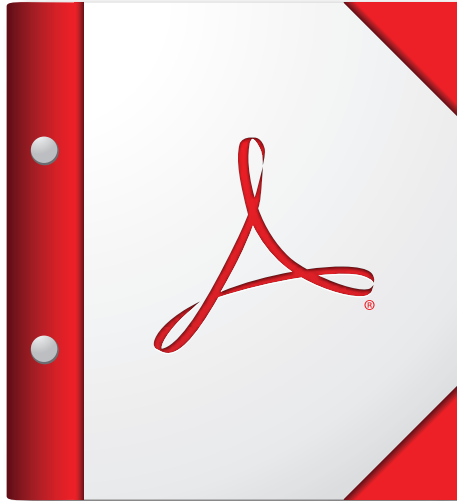
Council approve appointments and reappointments.

Attachment(s):

1. LAB.THOMPSON.JENNIFER.2025.Online Form Submittal_ Board Application
2. LAB.MURPHY.DAWN.2025.Online Form Submittal_ Board Application

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

Approved - 11/18/2025
Final Approval - 11/18/2025



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!

From: noreply@civicplus.com
To: [Hand, Jeanann; Clerk](#)
Subject: Online Form Submittal: Board Application
Date: Tuesday, October 14, 2025 3:38:33 PM

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

Board Application

Application to Serve on a City of Mount Dora Board or Committee

Thank you for your interest in serving our community.

Please complete the fields below and submit completed form using the submit button at the end of the form. Completed forms may also be hand-delivered or mailed to the City Clerk at 510 North Baker Street, Mount Dora, FL 32757.

First Name	Dawn
Last Name	Murphy
Address1	105 Dahoon Trl
Address2	<i>Field not completed.</i>
City	Mount Dora
State	FL
Zip	32757
Phone Number	321-276-6584
Email Address	dmurphy42117@gmail.com
Please provide a brief statement relating to your education, experience and reason for wishing to serve	I'm interested in serving on the Library Advisory Board where I believe my experience as a business analyst (for IBM and Convergys Corp) would add value. I understand how to evaluate best practices, calculate ROI and strategically evaluate challenges or opportunities. I am currently a library volunteer, I'm retired from the workforce, and have lived in Mount Dora for 8 years. I would be so pleased to have the opportunity to serve my community further.
Resume or additional attachments (not required)	<i>Field not completed.</i>
Boards on which you	W.T. Bland Library Advisory Board

wish to serve

Upon Completion

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

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



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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: City of Mount Dora Appointments to Lake County Library Advisory Board

Introduction:

This is a request for Council to approve appointments to the Lake County Library Advisory Board.

Discussion:

The City of Mount Dora appoints representatives to the Lake County Library Advisory Board to ensure the community's interests are included in countywide library planning and policy discussions. These appointments help maintain strong collaboration between the W.T. Bland Public Library and the broader Lake County library system, support resource-sharing initiatives, and provide a direct voice for Mount Dora residents in decisions that enhance local library services and programs.

Staff recommends the following appointments:

- Primary representative for the City of Mount Dora on the Lake County Library Advisory Board: Beth Sharpe
- Alternate representative for the City of Mount Dora on the Lake County Library Advisory Board: Marcia Ford.

Budget Impact:

There is no budget impact related to this item.

Strategic Impact:

Strategic Initiative 4: Provide High-Quality Services

Goal 12: Provide high-quality programs to benefit all age groups: Parks and Recreation; the Northeast Resource and Recreation Center; and the Library.

Objective 12.3 — Ensure program opportunities are provided to all demographics of the community and ensure low-cost programs.

Objective 12.4 — Strive to achieve the library’s mission of “lifelong learning” and access to information” through innovative programming.

Recommendation:

Council approve appointments to the Lake County Library Advisory Board.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/18/2025

Final Approval - 11/18/2025



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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of 2026 City Council Regular Session Meeting Dates

Introduction:

This is a request for Council to approve the 2026 dates for City Council Regular Session meetings.

Discussion:

The proposed Regularly scheduled City Council sessions are held the first and third Tuesday of each month starting at 6:00 p.m. The 2025 meeting dates are listed below. Attached is a calendar view. The proposed City Council Regular Session 2025 meeting dates are as follows:

<u>Month</u>	<u>Date</u>	<u>Year</u>
January	6	2026
January	20	2026
February	3	2026
February	17	2026
March	3	2026
March	17	2026
April	7	2026
April	21	2026
May	5	2026
May	19	2026
June	2	2026
June	16	2026
July	7	2026
July	21	2026
August	4	2026
August	18	2026

September	1	2026
September	15	2026
October	6	2026
October	20	2026
November	3	2026
November	17	2026
December	1	2026
December	15	2026

Budget Impact:

There is no budget impact, as this item is an administrative function.

Strategic Impact:

Strategic Initiative 4: Provide High-Quality Services

Recommendation:

The City Council approve meeting dates for 2026.

Attachment(s):

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

Approved - 10/16/2025
Final Approval - 10/16/2025



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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the First Reading for Ordinance No. 2025-22 Annexation, School Board of Lake County, Round Lake Charter School (28.68 +/- Acres)

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2025-22 and hold a public hearing for the second reading and adoption.

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

Discussion:

As required by Florida Statutes, Section 166.041(4), the completed Business Impact Estimate is provided in Attachment #1. The staff report and application are provided in Attachment #2.

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

1. The application was submitted to the Office on September 24, 2025;
2. The Development Review Committee reviewed the application and had no concerns or objections to the annexation request, and approved the annexation request and recommended to forward to City Council.

The Applicant submitted applications to amend the land use map and zoning map to assign the property a City land use and zoning district in conjunction with the annexation.

Budget Impact:

The City's ad valorem tax base will increase once the property is incorporated into the city limits. The annexation application fee of \$2,000.00 has been waived in accordance with the annexation incentive program established via Resolution No. 2021-05, adopted by City Council on January 5, 2021.

Strategic Impact:

GOAL 1: Economic Development. The City's annexation program is consistent with Growth Management Goals for the city, which include the annexation of areas within the JPA which are logical and do not create enclaves.

Recommendation:

City Council approve the First Reading of Ordinance No. 2025-22 and hold a hearing for the second reading and adoption.

Attachment(s):

1. Attachment #1 - Business Impact Estimate
2. Attachment #2 - Annexation Summary Report
3. Ordinance 2025-22 Annexation_ Roundlake Charter

Prepared by: Michele Janiszewski, Senior Planner

Reviewed by:

Michele Janiszewski, Senior Planner

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/19/2025

Approved - 11/19/2025

Approved - 11/19/2025

Approved - 11/21/2025

Approved - 11/21/2025

Final Approval - 11/21/2025

ATTACHMENT #1

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2025-22

ORDINANCE TITLE: Annexation of 28.68 acres owned by Lake County School Board, also known as Round Lake Charter School

DEPARTMENT: Planning & Zoning

MEETING DATE: December 2, 2025 (First Reading)
December 16, 2025 (Adoption Hearing)

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO: 2025-22

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

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

¹ See Section 166.041(4)(c), Florida Statutes.

ATTACHMENT #1

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City of Mount Dora;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):
This ordinance annexes 28.68 +/- acres into the city limits. The property is located within the JPA which supports the City's long-term vision.
2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
 - a. An estimate of direct compliance costs that businesses may reasonably incur;
No direct impact to general businesses.
 - b. Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
No new charges or fees are set forth in the ordinance.
 - c. An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
No additional regulatory costs, staff administration only.
3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
This ordinance is not anticipated to affect businesses.
4. Additional information the governing body deems useful (if any):
N/A



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

**ANNEXATION SUMMARY REPORT
ROUND LAKE CHARTER SCHOOL**

Report Date:

November 12, 2025

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Owner/Applicant: Lake County School Board

Existing Use: Round Lake Charter School (K-8)

Parcel ID 27-19-27-0004-000-01400

Alt. Keys 1039771

Site Area (acres) 28.68

Proposed Use: Charter School

Future Land Use: County Public Service Facility and Infrastructure

Proposed FLU: City Public Lands and Institutions (PLI)

Current Zoning: County Community Facility District (CFD)

Proposed Zoning: City Public Lands and Institutions (PLI)

City Council District: Two (2)

JPA: Yes

Surrounding Property Table:

<u>Direction</u>	<u>City/County</u>	<u>FLU</u>	<u>Zoning</u>	<u>Existing Use(s)</u>
North	City	Low Density Residential	PUD	Residential Subdivision
South	County	Res. Low	Ag / CFD	Vacant / Church
East	County	Reg. Office	R-1 / R-2	SFR
West	City	Low Density Residential	PUD	Residential Subdivision

Analysis:

The subject property is located in the City/County Joint Planning Area (JPA). The property is contiguous to the City limits adjacent to the north and west and is eligible for annexation. The Lake County School Board petitioned the City for annexation for a parcel located on the north side of State Road 46 and west of Round Lake Road.

This application is in accompaniment with a Future Land Use Map (FLUM) amendment and rezoning. The applicant's proposal is for Public Lands and Institutions (PLI) Future Land Use and

Annexation Summary Report

Page 2

Public Lands and Institutions (PLI) Zoning District for the existing Round Lake Charter School. The FLUM and rezoning are being processed in concert under separate requests. This action is for annexation only.

Notification:

JPA Notice to Lake County: November 20, 2025

Notice to Lake County BCC [Ch. 171.044(3) F.S]: November 20, 2025

Ordinance Enactment Legal Ad: December 12, 2025

Non-Legal Ad (1): December 5, 2025

Non-Legal Ad (2): December 12, 2025

Notice after adoption per 171.044(6) F.S.: Date to be scheduled

Public Hearing Schedule:

DRC: October 29, 2025

City Council 1st Reading: December 2, 2025

City Council 2nd Reading/Adoption: December 16, 2025



PLANNING AND DEVELOPMENT

CITY OF
MOUNT
DORA

RECEIVED

By stevensa at 10:37 am, Sep 24, 2025

ANNX25-04

City of Mount Dora
Planning & Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112

PlanDev@CityofMountDora.com

VOLUNTARY ANNEXATION APPLICATION

Date: _____

Project Address: 31333 Round Lake Rd, Mt Dora, FL 32757

1. Applicant's Name: Lake County Schoools - Heather Croney, Senior Planner
 Company's Name: Lake County Schools
 Address: 201 West Burleigh Blvd
 City, State & Zip: Tavares, Florida 32778
 Phone: 352-253-6696 E-mail: croneyh@lake.k12.fl.us
2. Property Owner's Name(s): Lake County Schools - Kelly Randall, Exec. Director of Facilities & Growth Planning
 Company's Name: Lake County Schools
 Address: 201 West Burleigh Blvd
 City, State & Zip: Tavares, Florida 32778
 Phone: 352-253-6698 E-mail: randallk@lake.k12.fl.us
3. The property generally located (list adjacent streets): on the west side of Round Lake Road south of Wolf Branch Rd, North of SR 46
5. Alt Key(s): 1039771
6. Size of property in Acres: 28.68 acres Square Feet: _____
7. Does property have, or will it have City Water and Sewer? ☐ Yes ☒ No
8. Does property have, or will it have Well or Septic Tank? ☒ Yes ☐ No
9. Current Zoning District (County): Community Facility District
10. Future Land Use Category (County): Public Service Facility and Infrastructure
11. Requested Zoning District (City): Public Lands and Institutions District (PLI)
12. Requested Future Land Use Category (City): Public Lands / Institutions

ATTACHMENT #2

13. Present use and structures on the property (list number of residential dwelling units):
property is currently used for Round Lake Charter K-8, and has structures on it
pertaining to this use, no residential dwelling units
14. Public or Private Roadways*: public
**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*
15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

Property owners of land outside the City of Mount Dora who desire to be incorporated within the City of Mount Dora may petition for annexation subject to Florida law and the requirements of the City of Mount Dora.

CERTIFICATION AND SIGNATURE

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


Owner(s) of Record Signature(s)

9-22-2025
Date

PROPERTY RECORD CARD

General Information

Name:	SCHOOL BOARD OF LAKE COUNTY	Alternate Key:	1039771
Mailing Address:	201 W BURLEIGH BLVD TAVARES, FL 32778 Update Mailing Address	Parcel Number: ⓘ	27-19-27-0004-000-01400
		Millage Group and City:	0002 Unincorporated
		2024 Total Certified Millage Rate:	13.5721
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	ROUND LAKE RD MOUNT DORA FL, 32757	Property Name:	ROUND LAKE ELEMENTARY SCHOOL Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	E 3/4 OF NE 1/4 OF SE 1/4--LESS BEG AT NE COR OF E 1/2 OF NE 1/4 OF SE 1/4, RUN S 0-23-12 E ALONG E LINE 1322.94 FT TO SE COR OF E 1/2 OF NE 1/4 OF SE 1/4, S 89-45-04 W ALONG SAID S LINE 40.55 FT, N 0-34-52 W 219.40 FT, N 01-50-54 W 228.24 FT, N 0-08-51 W 128.86 FT, N 01-53-48 E 100.50 FT, N 0-26-38 W 199.88 FT, N 0-40-29 W 446.35 FT TO N LINE OF E 1/2 OF NE 1/4 OF SE 1/4, N 89-53-36 E 45.02 FT TO POB FOR RD R/W-- ORB 1608 PG 1712 ORB 2440 PG 2175		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SCHOOL - PUBLIC (8300)	0	0		28.680	Acre		\$387,180.00	\$387,180.00
				Click here for Zoning Info ⓘ	FEMA Flood Map				

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	SCHOOL BUILDING (SCX)	1	UT	2001	\$5,355,000.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1608 / 1712	05/08/1998	Warranty Deed	Unqualified	Vacant	\$1.00
1231 / 1596	06/01/1993	Warranty Deed	Unqualified	Vacant	\$35,000.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2025 CERTIFIED VALUES. The Market Value listed below is not intended to represent the anticipated December 2, 2025 City Council Regular Session Agenda Packet

ATTACHMENT #2

selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$5,742,180	\$5,742,180	\$0	5.0364	\$0.00
SCHOOL BOARD STATE	\$5,742,180	\$5,742,180	\$0	3.1240	\$0.00
SCHOOL BOARD LOCAL	\$5,742,180	\$5,742,180	\$0	2.9980	\$0.00
LAKE COUNTY WATER AUTHORITY	\$5,742,180	\$5,742,180	\$0	0.2940	\$0.00
NORTH LAKE HOSPITAL DIST	\$5,742,180	\$5,742,180	\$0	0.4100	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$5,742,180	\$5,742,180	\$0	0.1793	\$0.00
LAKE COUNTY MSTU STORMWATER	\$5,742,180	\$5,742,180	\$0	0.4957	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$5,742,180	\$5,742,180	\$0	0.4629	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$5,742,180	\$5,742,180	\$0	0.0918	\$0.00
LAKE COUNTY MSTU FIRE	\$5,742,180	\$5,742,180	\$0	0.4800	\$0.00
				Total: 13.5721	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
✓ Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

ATTACHMENT #2

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.
Site Notice

THIS INSTRUMENT PREPARED BY:
DEL G. POTTER, Esquire
POTTER, CLEMENT AND LOWRY
308 East Fifth Avenue
Mount Dora, FL 32757

ATTACHMENT #2
RECEIVED FOR
TF 1.00 EXCISE TAXES
MORT. DOC
DEED DOG 3500.00
JAMES C. WATKINS, CLERK LAKE CO. FL
BY 88 D.C.

This Warranty Deed Made and executed the 8th day of May, 1998,

by **DAVID L. BROWN, a single person,**
whose address is: 21619 S.R. 46, Mount Dora, FL 32757,
hereinafter called the grantor,

to **THE SCHOOL BOARD OF LAKE COUNTY,**
whose address is: 201 W. Burleigh Blvd., Tavares, FL 32778,
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee", include all the parties to this instrument and their heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations).

Witnesseth: That the grantor, for and in consideration of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all that certain land situate in **Lake** County, Florida, viz:

The Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4; and the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida.

ALSO: The South 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, lying and being in Lake County, Florida.

ALSO: The North 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida.

Parcel I.D. No. 2719270004-000-01300 & 01301 & 01400

SUBJECT to easements, restrictions and reservations of record, if any; however, this reference shall not operate to reimpose the same.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with the said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1997.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

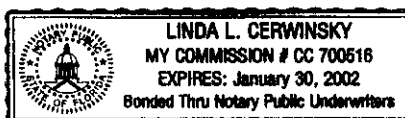
Linda L. Cerwinsky
Linda L. Cerwinsky
W. Glenn Tyne
W. Glenn Tyne

David L. Brown
DAVID L. BROWN

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 8th day of May, 1998, by **DAVID L. BROWN, a single person,** who is/are personally known to me or who has/have produced as identification.

Linda L. Cerwinsky
Notary Public
My Commission Expires:



Return to
POTTER, CLEMENT & LOWRY
308 East Fifth Avenue
Mount Dora, Florida 32757

RECORDED
RECORD VERIFIED
LAKE COUNTY, FL
MAY 18 8 20 AM '98

ORDINANCE NO: 2025-22

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

WHEREAS, the School Board of Lake County (Property Owner) is the fee simple owner of the property generally located north of State Road 46 and west side of Round Lake Road in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the Property Owner has filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora bearing the signature of all owners of the Property; and

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

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

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

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

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

SECTION 2. VOLUNTARY ANNEXATION. The Property generally located north of State Road 46 and west side of Round Lake Road in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described below:

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 19 South, Range 27 East, Lake County, Florida.

ALSO: The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 19 South, Range 27 East, lying and being in Lake County, Florida.

ALSO: The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 19 South, Range 27 East, Lake County, Florida.

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

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

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 19 South, Range 27 East, Lake County, Florida.

ALSO: The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 19 South, Range 27 East, lying and being in Lake County, Florida.

ALSO: The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 19 South, Range 27 East, Lake County, Florida.

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

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

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

SECTION 8. **LIMITED CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney may be corrected.

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

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

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

FIRST READING: **December 2, 2025**

SECOND READING: **December 16, 2025**

PASSED AND ADOPTED this 16th day of December, 2025

Signatures on next page.

JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

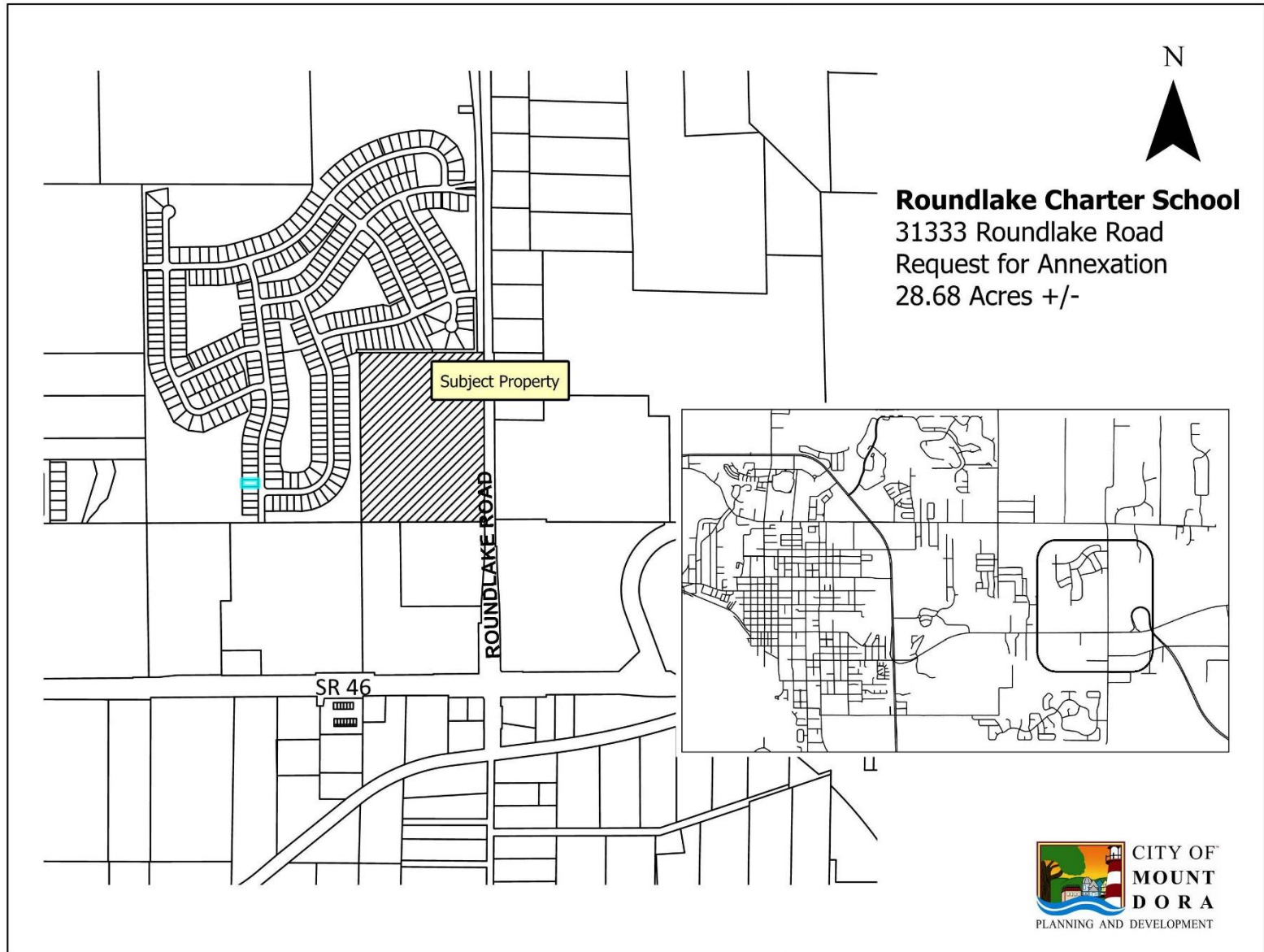
ATTEST:

JEANANN HAND
CITY CLERK

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

Patrick Brackins, City Attorney

EXHIBIT "A"
Property Depiction





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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of the First Reading for Ordinance No. 2025-25 Annexation, City of Mount Dora (1.38 Acres)

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2025-25 and hold a public hearing for the second reading and adoption.

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

Discussion:

As required by Florida Statutes, Section 166.041(4), the completed Business Impact Estimate is provided in Attachment #1. The staff report and application are provided in Attachment #2.

The sequences of events are as follows:

1. The application was submitted to the Office on May 13, 2025; and
2. The Development Review Committee reviewed the application and had no concerns or objections to the annexation request, and has forwarded the application to City Council.

Upon annexation, the property's Future Land Use will be assigned from County Regional Office to City Public Lands and Institutions. The zoning will be assigned from County Planned Commercial to City Public Lands and Institutions.

Budget Impact:

The City's ad valorem tax base will increase once the property is incorporated into the city limits. The annexation application fee of \$2,000.00 has been waived in accordance with the annexation incentive program established via Resolution No. 2021-05, adopted by City Council on January 5, 2021.

Strategic Impact:

Objective 7.2: Focus on strategies and infrastructure to improve public health, safety, and welfare within the City.

The City's annexation program is consistent with Growth Management Goals for the city, which include the annexation of areas within the JPA which are logical and do not create enclaves.

Recommendation:

City Council approve the First Reading of Ordinance No. 2025-25 and hold a hearing for the second reading and adoption.

Attachment(s):

1. Attachment #1 - Business Impact Estimate_ SR 46 FDOT
2. Attachment #2 - Annexation Summary Report
3. Ordinance 2025-25 Annexation_ SR 46 FDOT Surplus Parcel

Prepared by: Michele Janiszewski, Senior Planner

Reviewed by:

Michele Janiszewski, Senior Planner

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/18/2025

Approved - 11/18/2025

Approved - 11/19/2025

Approved - 11/21/2025

Approved - 11/21/2025

Final Approval - 11/21/2025

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2025-25

ORDINANCE TITLE: Annexation of 1.39 +/- acres owned by City of Mount Dora

DEPARTMENT: Planning & Zoning

**MEETING DATE: December 2, 2025 (First Reading)
December 16, 2025 (Second Reading)**

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO: 2025-25

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

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

¹ See Section 166.041(4)(c), Florida Statutes.

ATTACHMENT #1

- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City of Mount Dora;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):
This ordinance annexes 1.39 +/- acres into the city limits. The property is located within the JPA which supports the City's long-term vision.
2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
 - a. An estimate of direct compliance costs that businesses may reasonably incur;
No direct impact to general businesses.
 - b. Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
No new charges or fees are set forth in the ordinance.
 - c. An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
No additional regulatory costs, staff administration only.
3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
This ordinance is not anticipated to affect businesses.
4. Additional information the governing body deems useful (if any):
N/A

ATTACHMENT #2



**CITY OF
MOUNT
DORA**

Planning and Development

510 N. Baker St.

Mount Dora, FL 32757

352-735-7113

Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

ANNEXATION SUMMARY REPORT FDOT SURPLUS SR 46 PARCEL

Report Date:

November 12, 2025

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Owner/Applicant: City of Mount Dora

Existing Use: Vacant

Parcel ID 27-19-27-0004-000-01600

Alt. Key 1708940

Site Area (Acres) 1.39

Proposed Use: Vacant

Future Land Use: County Regional Office

Proposed FLU: City Public Lands and Institutions (PLI)

Current Zoning: County Planned Commercial (CP) District

Proposed Zoning: City Public Lands and Institutions (PLI)

City Council District: Two (2)

JPA: Yes

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Reg. Office	Ag	Vacant
South	County	Reg. Office	LM	Truck Service
	City	County PUD	City PUD	Vacant
East	County	Reg. Office	Ag	Vacant
West	County	Reg. Office	Ag	Vacant

Analysis:

The subject property is located in the City/County Joint Planning Area (JPA), and is contiguous to the City limits along the south side of the property. The property is located north of State Road 46 and east of Wekiva Ridge Drive. The City of Mount Dora submitted an application for Voluntary Annexation. The City acquired the subject property from the Florida Department of Transportation (FDOT) through property surplus program donation following the State Road 46 widening project. There are no development plans for the subject property.

ATTACHMENT #2

Annexation Summary Report

Page 2

Applications for a small-scale Comprehensive Plan Amendment and Rezoning have been submitted to be reviewed concurrently.

Notification:

JPA Notice to Lake County: November 20, 2025

Notice to Lake County BCC [Ch. 171.044(3) F.S]: November 20, 2025

Ordinance Enactment Legal Ad: December 12, 2025

Non-Legal Ad (1): December 5, 2025

Non-Legal Ad (2): December 12, 2025

Notice after adoption per 171.044(6) F.S.: Date to be scheduled

Public Hearing Schedule:

DRC: October 29, 2025

City Council 1st Reading: December 2, 2025

City Council 2nd Reading/Adoption: December 16, 2025

Attachments:

Vicinity Map

Application (Staff Initiated)

ATTACHMENT #2 VICINITY MAP

Legend

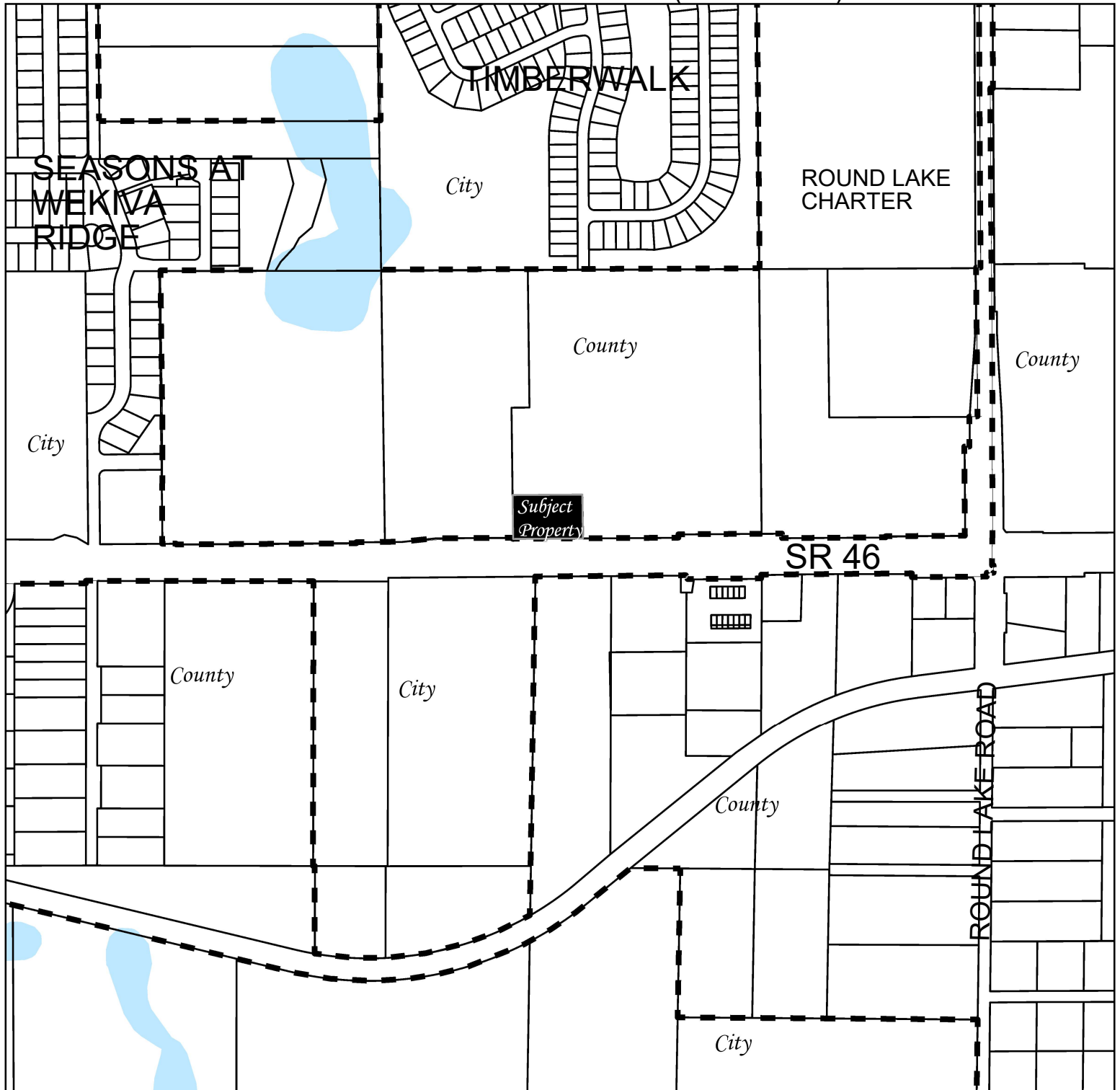
City Limits

 In
 Out

 Subject Property



FDOT Surplus Parcel - State Road 46
PROPOSED ANNEXATION (1.39 ACRES)



Date Printed: 10/10/2025 12:38 PM



CITY OF
MOUNT
DORA

PLANNING AND DEVELOPMENT



PLANNING AND DEVELOPMENT

CITY OF
MOUNT
DORA

ATTACHMENT #2

ANNX25-05

City of Mount Dora
Planning & Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112

PlanDev@CityofMountDora.com

VOLUNTARY ANNEXATION APPLICATION

Date: Oct 2025 Project Address: 21019 SR 46

1. Applicant's Name: City of Mount Dora

Company's Name: _____

Address: 510 N. Baker

City, State & Zip: Mount Dora, FL 32757

Phone: — E-mail: —

2. Property Owner's Name(s): Same as Applicant

Company's Name: _____

Address: _____

City, State & Zip: _____

Phone: _____ E-mail: _____

3. The property generally located (list adjacent streets): North of 46
Between Wekiva Ridge Drive & Roundlake

5. Alt Key(s): 1708940

6. Size of property in Acres: 1.39 Square Feet: —

7. Does property have, or will it have City Water and Sewer? ☐ Yes ☐ No unknown

8. Does property have, or will it have Well or Septic Tank? ☐ Yes ☐ No @ this time

9. Current Zoning District (County): Regional Office
Planned Commercial or CP

10. Future Land Use Category (County): Regional Office

11. Requested Zoning District (City): PLT

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

ATTACHMENT #2

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

Undeveloped

14. Public or Private Roadways*:

N/A

**Private Roads/Gated Communities may require a Traffic Enforcement Agreement with Mount Dora Police Department*

15. Is this project within the Joint Planning Agreement boundaries? ☒ Yes ☐ No

Property owners of land outside the City of Mount Dora who desire to be incorporated within the City of Mount Dora may petition for annexation subject to Florida law and the requirements of the City of Mount Dora.

CERTIFICATION AND SIGNATURE

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

Owner(s) of Record Signature(s)

Michelle Janiszewski
Deputy Planning
Director

Date

10-9-2025

PROPERTY RECORD CARD

General Information

Name:	STATE OF FLORIDA	Alternate Key:	1708940
Mailing Address:	719 S WOODLAND BLVD DELAND, FL 32720-6834 Update Mailing Address	Parcel Number: ⓘ	27-19-27-0004-000-01600
		Millage Group and City:	0002 Unincorporated
		2024 Total Certified Millage Rate:	13.5721
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	21619 STATE ROAD 46 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 210 FT OF S 330 FT OF E 1/2 OF SW 1/4 OF SE 1/4, E 100 FT OF S 330 FT OF W 1/2 OF SW 1/4 OF SE 1/4--LESS S 135 FT N OF CENTERLINE OF SR 46 FOR RD R/W-- ORB 4803 PGS 2008 2210		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT STATE (8087)	0	0		1.390	Acre	\$39,594.00	\$39,594.00

[Click here for Zoning Info](#) ⓘ [FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4803 / 2210	06/03/2016	Quit Claim Deed	Unqualified	Improved	\$0.00
4803 / 2208	06/03/2016	Warranty Deed	Unqualified	Improved	\$0.00
4382 / 241	09/12/2013	Warranty Deed	Unqualified	Improved	\$259,900.00
4355 / 1080	07/09/2013	Certificate of Title	Unqualified	Improved	\$0.00
2082 / 2246	03/05/2002	Warranty Deed	Qualified	Improved	\$325,000.00
1404 / 2029	12/01/1995	Warranty Deed	Unqualified	Improved	\$1.00
1404 / 2034	11/01/1995	Warranty Deed	Unqualified	Improved	\$1.00
1404 / 2032	11/01/1995	Warranty Deed	Unqualified	Improved	\$1.00
1365 / 123	05/01/1995	Warranty Deed	Unqualified	Improved	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

December 2, 2025 City Council Regular Session Agenda Packet

Values and Estimated Ad Valorem Taxes**ATTACHMENT #2**

Values shown below are 2025 CERTIFIED VALUES. The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$39,594	\$31,940	\$0	5.0364	\$0.00
SCHOOL BOARD STATE	\$39,594	\$39,594	\$0	3.1240	\$0.00
SCHOOL BOARD LOCAL	\$39,594	\$39,594	\$0	2.9980	\$0.00
LAKE COUNTY WATER AUTHORITY	\$39,594	\$31,940	\$0	0.2940	\$0.00
NORTH LAKE HOSPITAL DIST	\$39,594	\$31,940	\$0	0.4100	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$39,594	\$31,940	\$0	0.1793	\$0.00
LAKE COUNTY MSTU STORMWATER	\$39,594	\$31,940	\$0	0.4957	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$39,594	\$31,940	\$0	0.4629	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$39,594	\$31,940	\$0	0.0918	\$0.00
LAKE COUNTY MSTU FIRE	\$39,594	\$31,940	\$0	0.4800	\$0.00
				Total: 13.5721	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
✓ Government Exemption (amount varies)	Learn More View the Law

ATTACHMENT #2

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data updated nightly.
Site Notice

June 26, 2025
This instrument prepared by
Robin D Derr
Under the direction of
J RYAN MAHLER, II, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO 104,Part
SECTION 11130
F P NO 238275-3
P M NO 6136-2024
STATE ROAD 46
COUNTY Lake

QUITCLAIM DEED
Public Purpose

THIS INDENTURE, Made this 8th day of August, 2025, by and between the STATE OF FLORIDA by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Party of the First Part, whose address is 719 South Woodland Blvd , DeLand, FL 32720, to the CITY OF MOUNT DORA, a Florida municipal corporation, Party of the Second Part, whose post office address is 510 North Baker Street, Mount Dora, FL 32757

WITNESSETH

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

WHEREAS, said land is no longer required for such purposes, and the Party of the First Part, by action of the District Secretary, District Five, Florida Department of Transportation on 08/08/2025, pursuant to the provisions of Section 337 25 Florida Statutes, has agreed to quitclaim the land hereinafter described to the Party of the Second Part without consideration, to be used solely for public purposes

NOW, THEREFORE, THIS INDENTURE WITNESSETH That the Party of the First Part does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title and interest of the State of Florida Department of Transportation to the property herein described to be used solely for public purposes, pursuant to the provisions of Section 337 25, Florida Statutes, all that certain land situate in Lake County, Florida, viz

See Exhibit A attached hereto and made a part hereof

ATTACHMENT #2

PARCEL NO 104,Part
SECTION 11130
F P NO 238275-3
PAGE 2

SUBJECT to all Utilities in place and in use to the maintenance thereof and all other liens and encumbrances on said land, recorded or unrecorded

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

REVERTER - The property herein described is to be used for providing facilities or services for the benefit of the public by the Party of the Second Part. If the property ceases to be used for the above described purpose all property rights shall revert back to the said Party of the First Part

[Signature page to follow]

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary, District Five and its seal to be hereunto affixed,

ATTACHMENT #2

PARCEL NO 104,Part
SECTION 11130
F P NO 238275-3
PAGE 3

attested by its Executive Secretary, on the date first above written

ATTEST Sharon Liehr
Type/Print Name Sharon Liehr
Executive Secretary
Address 719 S Woodland Blvd
Deland, FL 32720

(Affix Department Seal)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
By [Signature]
Print/type Name John E. Tyler, P.E.
District Five Secretary

Signed, sealed and delivered in
The presence of two witnesses

Sharon Liehr
WITNESS 1 SIGNATURE LINE
PRINT NAME Sharon A Liehr
ADDRESS 719 S. Woodland Blvd
Deland, FL 32720

Legal Review

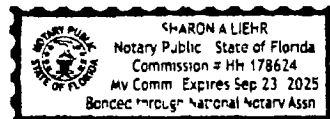
[Signature]
Office of General Counsel

Sarah Peacock
WITNESS 2 SIGNATURE LINE
PRINT NAME Sarah Peacock
ADDRESS 719 S. Woodland Blvd
Deland, FL 32720

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 8th day of August, 2025, by
John E. Tyler, District Secretary for District Five, who is personally known to
me, or who has produced _____ as identification

(Affix Notary Seal)



Sharon Liehr
Type/print name Sharon A Liehr
Notary Public in and for the
County and State last aforesaid
My Commission Expires Sep 23, 2025

ATTACHMENT #2

PARCEL NO 104,Part
SECTION 11130
F P NO 238275-3
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EXHIBIT A**PARCEL 104-Part****SECTION 11130
F P No 238275-3**

That part of

"THE EAST 100 FEET OF THE SOUTH 330 FEET OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, AND THE WEST 210 FEET OF THE SOUTH 330 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, ALL OF THE ABOVE LYING AND BEING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT OF WAY "

(Also being the lands described in Official Records Book 4803, Page 2208, of the Public Records of Lake County, Florida)

Less and Except

COMMENCE at a found nail and disk with no identification marking the Northeast corner of Section 27, Township 19 South, Range 27 East, Lake County, Florida, as shown on the Florida Department of Transportation Right of Way Maps for State Road 46, Section 11130, Financial Project Number 238275-3, thence South 01°57'55" East along the East line of said Section 27, a distance of 2622 62 feet to a rail road spike at the East 1/4 Corner of said Section 27 and the West 1/4 Corner of Section 26, Township 19 South, Range 27 East, thence South 00°23'00" East along said East line 2646 05 feet to a nail and disk stamped "FDOT LB 7917" at Point of Intersection Station 142+69 46 on the centerline of said State Road 46, said point also being the Southeast Corner of said Section 27, thence departing said East line, South 89°36' 18" West along said centerline and the Southerly line of the Southeast 1/4 of said Section 27, a distance of 1796 99 feet to a point on the Monumented East line of the West 210 00 feet of the South 330 00 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 27 at Station 124+72 47 of said centerline, thence departing said centerline, North 00°42'16" West along said Monumented East line, 33 08 feet to the Existing Right of Way line of State Road 46, as shown on said Right of Way Map and the POINT OF BEGINNING, thence departing said Monumented East line, South 89°36'04" West along said Existing Right of Way line, 309 97 feet to the Monumented West line of the West 80 00 feet of the East 100 00 feet of the South 718 00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 27, thence departing said Existing Right of Way line,

ATTACHMENT #2

PARCEL NO 104,Part
SECTION 11130
F P NO 238275-3
PAGE 5

North 00°42'16" West along said Monumented Westline, 101 94 feet to a point on a line lying 135 00 feet North of and parallel to said centerline, thence North 89°36'18" East along said parallel line, 309 97 feet, to a point on the Monumented Eastline of the West 210 00 feet of the South 330 00 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 27, thence, departing said parallel line, South 00°42'16" East along said Monumented East line, 101 92 feet to the POINT OF BEGINNING

CONTAINING 1 388 Acres, more or less

ORDINANCE NO: 2025-25

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

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

WHEREAS, pursuant to Florida Statutes, Section 171.044, the Property Owner has filed a petition for annexation of the Property into the municipal limits of the City of Mount Dora bearing the signature of all owners of the Property; and

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

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

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

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

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

SECTION 2. VOLUNTARY ANNEXATION. The Property generally located north of State Road 46 and east side of Wekiva Ridge Drive in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described per **Exhibit “B”**;

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

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

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

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

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

SECTION 8. LIMITED CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney may be corrected.

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

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

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

FIRST READING: December 2, 2025

SECOND READING: December 16, 2025

PASSED AND ADOPTED this 16th day of December, 2025

JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Patrick Brackins, City Attorney

EXHIBIT "A"
Property Survey
(1 of 2)

BOUNDARY SURVEY
MOUNT DORA FDOT SURPLUS PROPERTY
SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION:
(PROVIDED BY THE CLIENT)

THAT PART OF:

"THE EAST 100 FEET OF THE SOUTH 330 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; AND THE WEST 210 FEET OF THE SOUTH 330 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; ALL OF THE ABOVE LYING AND BEING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT OF WAY."

(ALSO BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4382, PAGE 241, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA).

LESS AND EXCEPT:

COMMENCE AT A FOUND NAIL AND DISK WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY FLORIDA, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS FOR STATE ROAD 46, SECTION 11130, FINANCIAL PROJECT NUMBER 238275-3; THENCE SOUTH 01°57'55" EAST ALONG THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 2622.62 FEET TO A RAIL ROAD SPIKE AT THE EAST 1/4 CORNER OF SAID SECTION 27 AND THE WEST 1/4 CORNER OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST, THENCE SOUTH 00°23'00" EAST ALONG SAID EAST LINE 2646.05 FEET TO A NAIL AND DISK STAMPED "FDOT LB 7917" AT POINT OF INTERSECTION STATION 142+68.46 ON THE CENTERLINE OF SAID STATE ROAD 46, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 27, THENCE DEPARTING SAID EAST LINE, SOUTH 89°36'18" WEST ALONG SAID CENTERLINE AND THE SOUTHERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 1796.59 FEET TO A POINT ON THE MONUMENTED EAST LINE OF THE WEST 210.00 FEET OF THE SOUTH 330.00 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27 AT STATION 124+72.47 OF SAID CENTERLINE, THENCE DEPARTING SAID CENTERLINE, NORTH 00°42'16" WEST ALONG SAID MONUMENTED EAST LINE, 33.98 FEET TO THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46, AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID MONUMENTED EAST LINE, SOUTH 89°36'04" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, 308.97 FEET TO THE MONUMENTED WEST LINE OF THE WEST 80.00 FEET OF THE EAST 100.00 FEET OF THE SOUTH 718.00 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE, NORTH 00°42'16" WEST ALONG SAID MONUMENTED WEST LINE, 101.94 FEET TO A POINT ON A LINE LYING 135.00 FEET NORTH OF AND PARALLEL TO SAID CENTERLINE, THENCE NORTH 89°36'18" EAST ALONG SAID PARALLEL LINE, 309.97 FEET, TO A POINT ON THE MONUMENTED EAST LINE OF THE WEST 210.00 FEET OF THE SOUTH 330.00 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 27; THENCE DEPARTING SAID PARALLEL LINE, SOUTH 00°42'16" EAST ALONG SAID MONUMENTED EAST LINE, 101.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.388 ACRES, MORE OR LESS.

ABBREVIATIONS:

(D) = DEED MEASUREMENT
F/T = FENCE TIE
(F) = FIELD MEASUREMENT
ID = IDENTIFICATION
IRC = IRON ROD AND CAP
LB = LICENSED BUSINESS
NL = NAIL
ORB = OFFICIAL RECORDS BOOK
(P) = PLAT MEASUREMENT
PB = PLAT BOOK
PG = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PRM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL SURVEYOR & MAPPER
(R) = RECORD R/W MAP MEASUREMENT
R/W = RIGHT-OF WAY

LOCATION MAP



SHEET INDEX

1 COVER SHEET
2 BOUNDARY SURVEY

LEGEND:

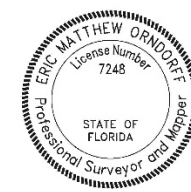
—●— DELINEATOR POST
—●— FIRE HYDRANT
—●— NON-POTABLE WATER VALVE
—●— SANITARY SEWER VALVE
—●— SERVICE CABINET
—●— WATER METER
—●— WATER VALVE
—●— WIRING PULL BOX
—●— FENCE (AS NOTED)
--- OVERHEAD UTILITIES

SURVEYOR NOTES:

1. THE LAST DATE OF FIELD SURVEY WAS MAY 28, 2025.
2. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE 'STANDARDS OF PRACTICE', AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
3. THIS SURVEY MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 2011 ADJUSTMENT. THE BASIS OF BEARING FOR THIS SURVEY IS THE SOUTH LINE OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST HAVING A BEARING OF SOUTH 89°36'30" WEST.
6. THE COORDINATES AND FEATURES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS ESTABLISHED USING FDOT'S FLORIDA PERMANENT REFERENCE NETWORK OF FIXED BASE STATIONS.
7. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
8. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL.
9. THIS SURVEY DELINEATES THE BOUNDARY LOCATION ACCORDING TO THE LEGAL DESCRIPTION, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
10. UNDERGROUND IMPROVEMENTS WERE NOT LOCATED.
11. SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
12. THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS, DIFFERENTIAL LEVELING, AND, TRIGONOMETRIC METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR ACCURACY.
13. COPYRIGHT © 2025 BY WGI, INC.

FOR THE FIRM
WGI, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 7055

Eric M Orndorff
Orndorff
Date: 2025.06.13 10:14:10 -04'00'
BY: ERIC M. ORNDORFF,
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7248

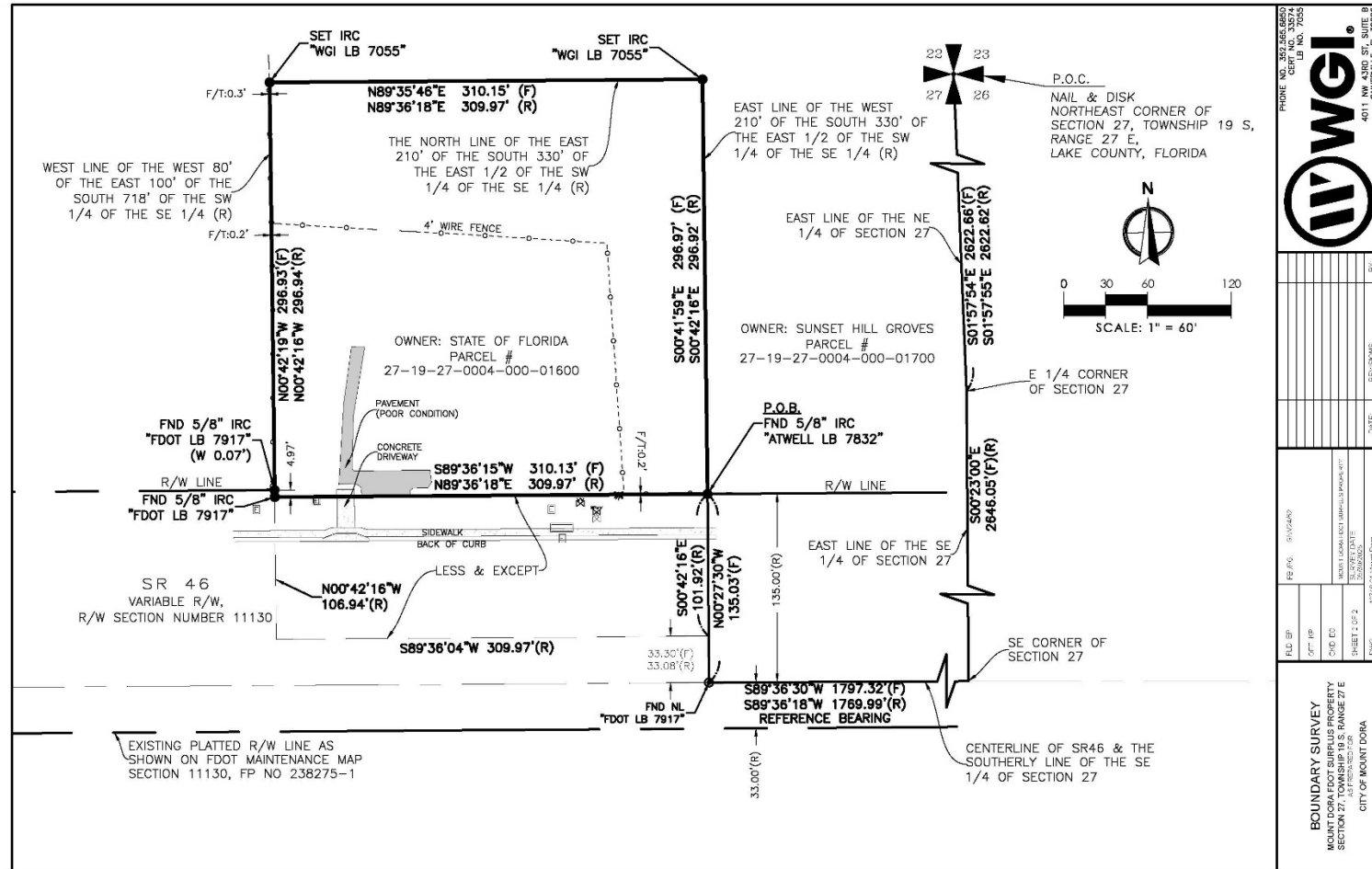


FILED BY	DATE	BY
OFF NO	DATE	BY
ORD NO	DATE	BY
SHEET 1 OF 2	DATE	BY
WGI	10/18/2025 Mount Dora	REVISIONS

BOUNDARY SURVEY
MOUNT DORA FDOT SURPLUS PROPERTY
SECTION 27, TOWNSHIP 19 S, RANGE 27 E
AS PREPARED FOR
CITY OF MOUNT DORA

P:\10700\10718\01 Boundary Survey Sketch FDOT Surplus Property\SURVEY\Drawings\Survey\Support Drawings\10718.01 Mount Dora.dwg 1 Jun 13, 2025;

EXHIBIT "A" Property Survey (1 of 2)



PHONE NO. 352.262.6540
CITY OF MOUNT DORA
LB NO. 7055

4011 NW 43RD ST. SUITE 8
DADESBORO, FL 32609

BOUNDARY SURVEY		REVISIONS		DATE		BY
FILED BY	DATE	DESCRIPTION	DATE	BY	DATE	BY
FILED BY	DATE	DESCRIPTION	DATE	BY	DATE	BY

BOUNDARY SURVEY

MOUNT DORA FDOT SURPLUS PROPERTY

SECTION 27, TOWNSHIP 19 S, RANGE 27 E

CITY OF MOUNT DORA

100' SURPLUS PROPERTY

100' SURPLUS PROPERTY

100' SURPLUS PROPERTY

100' SURPLUS PROPERTY

Exhibit "B"
Legal Description

That part of:

"THE EAST 100 FEET OF THE SOUTH 330 FEET OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼; AND THE WEST 210 FEET OF THE SOUTH 330 FEET OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼; ALL OF THE ABOVE LYING AND BEING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT OF WAY."

(Also being the lands described in Official Records Book 4803, Page 2208, of the Public Records of Lake County, Florida.)

Less and Except:

COMMENCE at a found nail and disk with no identification marking the Northeast corner of Section 27, Township 19 South, Range 27 East, Lake County, Florida, as shown on the Florida Department of Transportation Right of Way Maps for State Road 46, Section 11130, Financial Project Number 238275-3; thence South 01°57'55" East along the East line of said Section 27, a distance of 2622.62 feet to a rail road spike at the East 1/4 Corner of said Section 27 and the West 1/4 Corner of Section 26, Township 19 South, Range 27 East; thence South 00°23'00" East along said East line 2646.05 feet to a nail and disk stamped "FDOT LB 7917" at Point of Intersection Station 142+69.46 on the centerline of said State Road 46, said point also being the Southeast Corner of said Section 27; thence departing said East line, South 89°36'18" West along said centerline and the Southerly line of the Southeast 1/4 of said Section 27, a distance of 1796.99 feet to a point on the Monumented East line of the West 210.00 feet of the South 330.00 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 27 at Station 124+72.47 of said centerline; thence departing said centerline, North 00°42'16" West along said Monumented East line, 33.08 feet to the Existing Right of Way line of State Road 46, as shown on said Right of Way Map and the POINT OF BEGINNING; thence departing said Monumented East line, South 89°36'04" West along said Existing Right of Way line, 309.97 feet to the Monumented West line of the West 80.00 feet of the East 100.00 feet of the South 718.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 27; thence departing said Existing Right of Way line,

North 00°42'16" West along said Monumented West line, 101.94 feet to a point on a line lying 135.00 feet North of and parallel to said centerline; thence North 89°36'18" East along said parallel line, 309.97 feet, to a point on the Monumented East line of the West 210.00 feet of the South 330.00 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 27; thence, departing said parallel line, South 00°42'16" East along said Monumented East line, 101.92 feet to the POINT OF BEGINNING.

CONTAINING 1.388 Acres, more or less.



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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of First Reading of Ordinance No. 2025-26, Small-Scale Future Land Use Map Amendment for City of Mount Dora Property (1.38 +/- Acres)

Introduction:

This is a request for City Council to approve First Reading of Ordinance No. 2025-25 and hold a hearing for the second reading and adoption.

Call Up Item

Mayor Asks Attorney to Read Ordinance by Title Only

City Manager Background

Applicant Presentation (Staff Initiated)

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

Rebuttal by Applicant

Discussion

Council Action

Discussion:

As required by Florida Statutes, Section 166.041(4), the completed Business Impact Estimate is provided in Attachment #1. This request is associated with land use action. Additional information on the request, along with the application, are provided in Attachment #2 (PZC/LPA Staff Report). The advertisements for the adoption hearing are provided in Attachment #3.

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

1. The Development Review Committee (DRC) reviewed the Small-Scale Future Land Use Map Amendment and had no comments or objections to the request.

2. The Planning and Zoning Commission (PZC), acting as the Local Planning Agency, at their regularly scheduled meeting held on November 19, 2025, recommended approval of the Small-Scale Future Land Use Map Amendment.

Budget Impact:

There are no budgetary impacts on the City with regard to processing the future land use map application.

Strategic Impact:

GOAL 1: Economic Development. Future Land Use Map amendments which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities.

Recommendation:

City Council approve the First Reading of Ordinance No. 2025-26 and hold a public hearing for the second reading and adoption.

Attachment(s):

1. Attachment #1 - Business Impact Estimate
2. Attachment #2 - PZC Memo _ FDOT _ FLUM (2)
3. Ordinance 2025-26 _ FDOT Surplus _ PLI FLUM

Prepared by: Michele Janiszewski, Senior Planner

Reviewed by:

Michele Janiszewski, Senior Planner

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/19/2025

Approved - 11/19/2025

Approved - 11/19/2025

Approved - 11/21/2025

Approved - 11/21/2025

Final Approval - 11/21/2025

ATTACHMENT 1

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2025-26

ORDINANCE TITLE: Future Land Use Amendment on +/- 1.38 acres located north of State Road 46

DEPARTMENT: Planning and Zoning

**MEETING DATE: December 2, 2025 (First Hearing)
December 16, 2026 (Adoption)**

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-26

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF SR 46 AND EAST OF WEKIVA RIDGE DRIVE, AND THE CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;

¹ See Section 166.041(4)(c), Florida Statutes.

ATTACHMENT 1

- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City of Mount Dora;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance changes the land use on +/- 1.38 acres located north of State Road 46.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

No direct impact to general businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

No new charges or fees are set forth in the ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):

N/A



**CITY OF
MOUNT
DORA**

**Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191**

E-mail: plandev@cityofmoundora.com

DATE: November 19, 2025

TO: Planning and Zoning Commission

FROM: Development Review Committee
Ryan Winkler, AICP, Senior Planner

RE: Request for Future Land Use Map Amendment (Small-Scale) from County Regional Office to City Public Lands and Institutions; 1.39 +/- acres (Site Area); generally located north of State Road 46 and east of Wekiva Ridge Drive (Location); 21619 State Road 46, Mount Dora (Site Address); City of Mount Dora (Owners, Applicant).
Project No. FLUM25-04

Recommendation:

Staff recommends approval of the above-referenced request for the Small-Scale Future Land Use Map Amendment. Approval subject to annexation.

References/Support:

City of Mount Dora Comprehensive Plan 2045
City of Mount Dora Land Development Code
Chapter 163 Florida Statutes

Background/Information:

The applicant is requesting an amendment to the City's Future Land Use Map associated with an annexation. The proposed amendment will change approximately 1.39 acres from County Regional Office to City Public Lands and Institutions. The request for future land use map amendment does not proposed any new development of the subject property.

EXISTING FLU	PROPOSED FLUM	SITE AREA	MAXIMUM INTENSITY ALLOWED
County Regional Office	City Public Lands and Institutions	1.39 acres	42,383.88-sf

Note: Intensity based on usable lands (less floodplain and wetland areas).

Development Summary - Maximums Intensity:

- From: County Regional Office Maximum Square Footage (FAR 3.0 x 1.39 acres):
181,645.20-sf
- City proposed Public Lands and Institutions (PLI) designation maximum: (FAR 0.70 x 1.39 acres): 42,383.88-sf

Future Land Use Element Policy 4.g(10): **Public Lands and Institutions:** This category may

include public lands owned by the City, County, State, Federal Government or school board. Also included in this category may be churches, cemeteries, and other public or quasi-public lands including elementary, middle, and high schools. Maximum impervious surface ratio is 0.70. Maximum FAR is 0.70.

Land Use Report:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Reg. Office	Ag	Vacant
South	County	Reg. Office	LM	Truck Service
	City	County PUD	City PUD	Vacant
East	County	Reg. Office	Ag	Vacant
West	County	Reg. Office	Ag	Vacant

Request Type: Small-Scale Future Land Use Map Amendment

Existing Use: Vacant

Proposed Use: Vacant

Proposed
Future Land Use: City Public Lands and Institutions

Current
Future Land Use: County Regional Office

Current Zoning: County Planned Commercial (CP) District

Proposed Zoning: City Public Lands and Institutions (PLI)

JPA: Yes, City of Mount Dora and Lake County Joint Planning Agreement

Overlay Zones/Areas: N/A

Critical State Concern: No

Site Area: 1.39 +/- acres

Housing: N/A. The proposed Future Land Use change not applicable related to the impacts on the projected housing population of City's Comprehensive Plan. Proposal is for non-residential designations.

Traffic: N/A. The proposed Future Land Use change not applicable to the impacts on traffic. The school use is existing.

Wastewater: *Infrastructure Element Policy 1.d:* Average Daily Flow: Flow requirements from commercial, industrial, institutional, or other special

ATTACHMENT #2

development areas shall be established from existing records or by estimated projections using the best available data; however, in no case shall a rate of less than 2,000 gallons per acre per day be used, unless specifically approved otherwise. The proposed change will not negatively impact current capacity and will reduce capacity needs for the site as the current FAR is 1.0 as opposed to the proposed FAR of 0.70. There are no development plans for the subject property that will affect wastewater capacity.

Potable Water: The minimum design for water distribution systems shall provide for at least 100 percent of the combined maximum day-demand rate and required fire flow for said rate, with special provisions for peak flows in excess thereof. The allowable minimum service pressure under said design condition shall not be less than 20 pounds per square inch. Normal flow demands for design shall be calculated on the basis of full ultimate development as known, or projected. Fire flows in commercial, institutional, industrial areas and apartment or multiunit complexes, shall provide a minimum of 1,500 gpm at a 20 psi residual pressure. The proposed change and will not negatively impact capacity. There are no development plans for the subject property that will affect wastewater capacity.

Reclaim Water: Conversation Element requires participation in the City reuse for irrigation purposes. Goal 2, Policy 1.c(1) of the Infrastructure Element requires water conservation practices by utilizing the City reclaimed system available at this location.

Solid Waste: City's standard is 7.1 pounds per capita per day (LOS disposal).

Stormwater: Protect water resources in Mount Dora. Control of erosion, sedimentation and flooding are mandatory. Limit post-improvement stormwater discharge to pre-improvement rates based on the 25-year, 96-hour storm. Building first floor elevations must be flood-free for the 100-year, 96-hour storm. Comply with Land Development Code Chapter 6.2 drainage standards.

Habitat: The property is currently developed with minimal natural lands and habitats. No wetlands appear on property. Soil composition includes various soil types lie within the subject property boundary: Myakka Sand, Placid and Myakka Fine Sands, St. Lucie Sand, Orsino Sand, and Tavares Sand.

The subject site development does not propose impact to any unique or ecologically significant area of vegetation or Habitat.

**Wetlands/
Environmental:** The property does not include any wetlands. The property is not designated within the flood zone.

Note: Data analysis support documents on-file with the project application.

Notification:

JPA Notice to Lake County: November 20, 2025
Legal Ad for PZC: November 7, 2025
Notice to Lake County BCC [Ch. 171.044(3) F.S]: November 20, 2025
Ordinance Enactment Legal Ad: December 12, 2025
Non-Legal Ad: December 12, 2025

Public Hearing Schedule:

DRC: October 29, 2025
PZC: November 19, 2025
City Council (Adoption): December 12, 2025 (Single public hearing)
Note: Section 163.3187(2) Florida Statutes requires only one public hearing before City Council for Small-Scale Future Land Use Map Amendments. These are only associated with amendments 50.00 acres or less.

Attachments:

Vicinity Map
Composite (City & County) FLU Map
Proposed Land Use Exhibit
Proposed Future Land Use Map II-2a
Application

VICINITY MAP

Legend

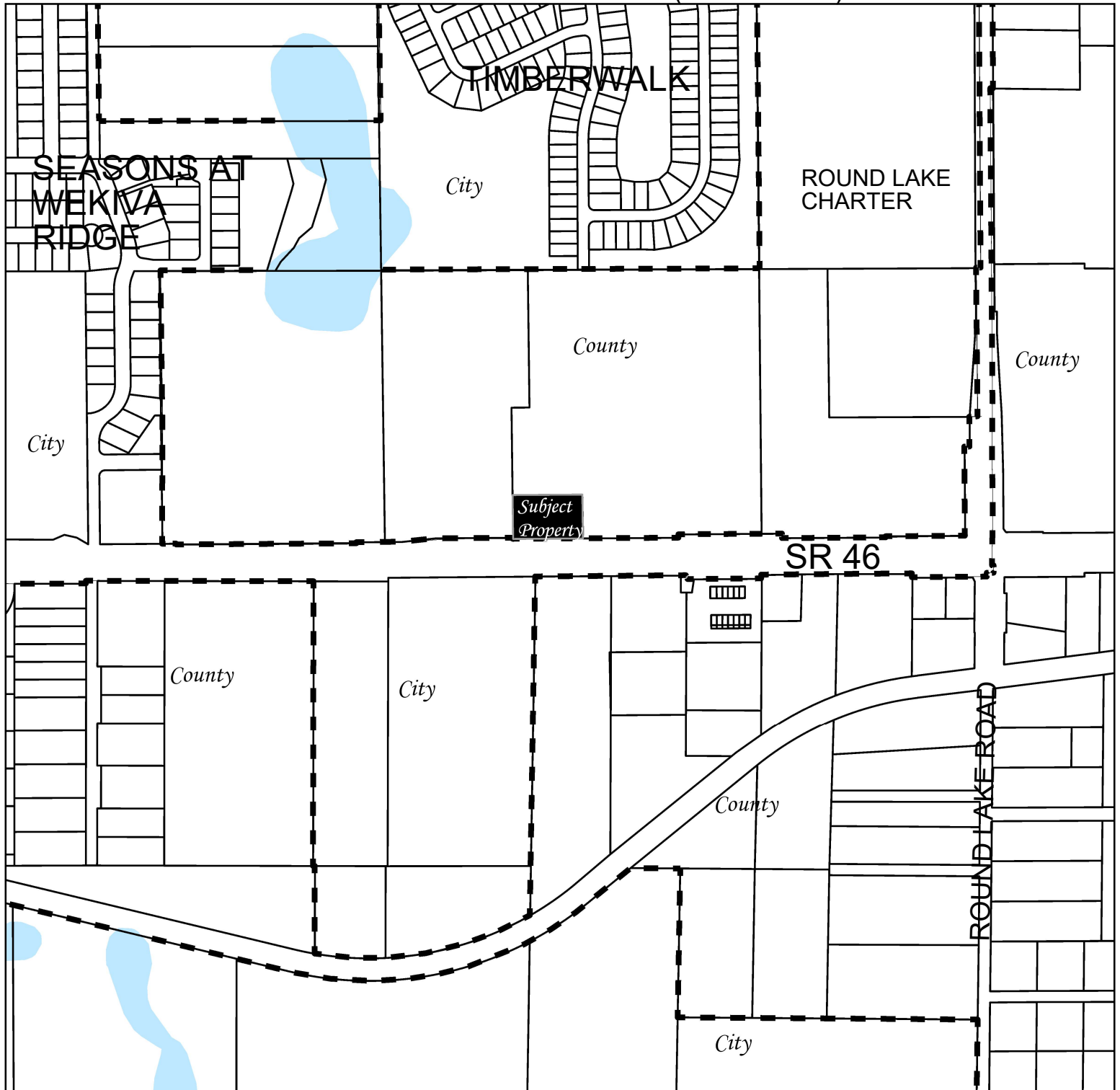
City Limits

 In
 Out

 Subject Property



FDOT Surplus Parcel - State Road 46
PROPOSED ANNEXATION (1.39 ACRES)



Date Printed: 10/10/2025 12:38 PM



**CITY OF
MOUNT
DORA**

PLANNING AND DEVELOPMENT

Future Land Use Map Composite City & Lake County

N



Legend

City Limits



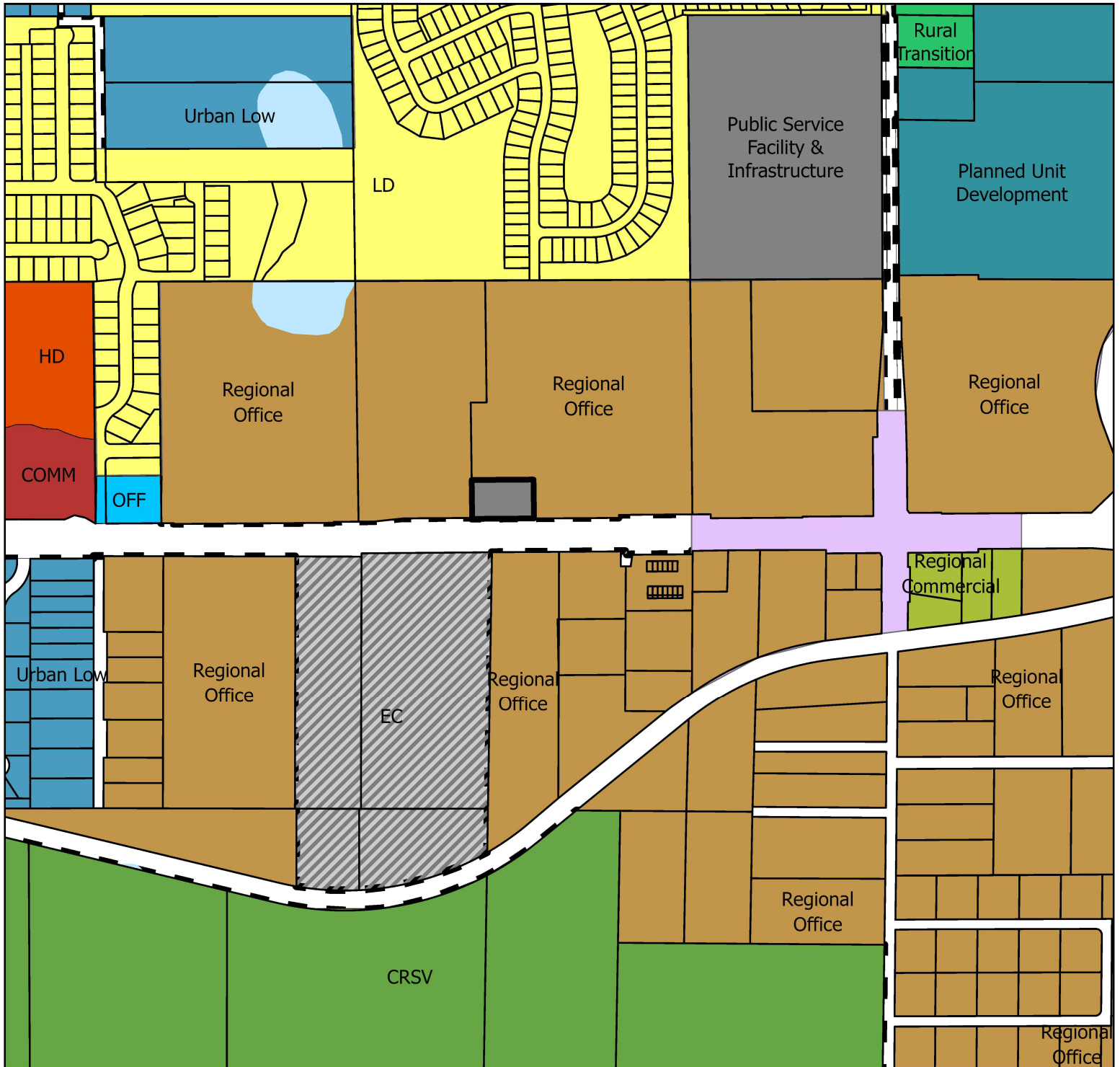
In



Out



Subject Property



0 0.07 0.15 0.3 Miles



CITY OF
MOUNT
DORA

PLANNING AND DEVELOPMENT

ATTACHMENT #2

City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

LEGEND:

- Mixed Use Traditional (MU-1)
- Mixed Use Downtown (MU2)
- Employment Center
- Residential Professional/Office
- Low Density Residential (2.5 DU/AC or Less)
- Low/Medium Density Residential (4 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (18 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Conservation
- Water Bodies/Lakes

Features

- City Limits
- JPA
- Rail Road

FLUM Amendment

Owner City of Mount Dora
21619 State Road 46, Mount Dora
1.39 +/- Acres

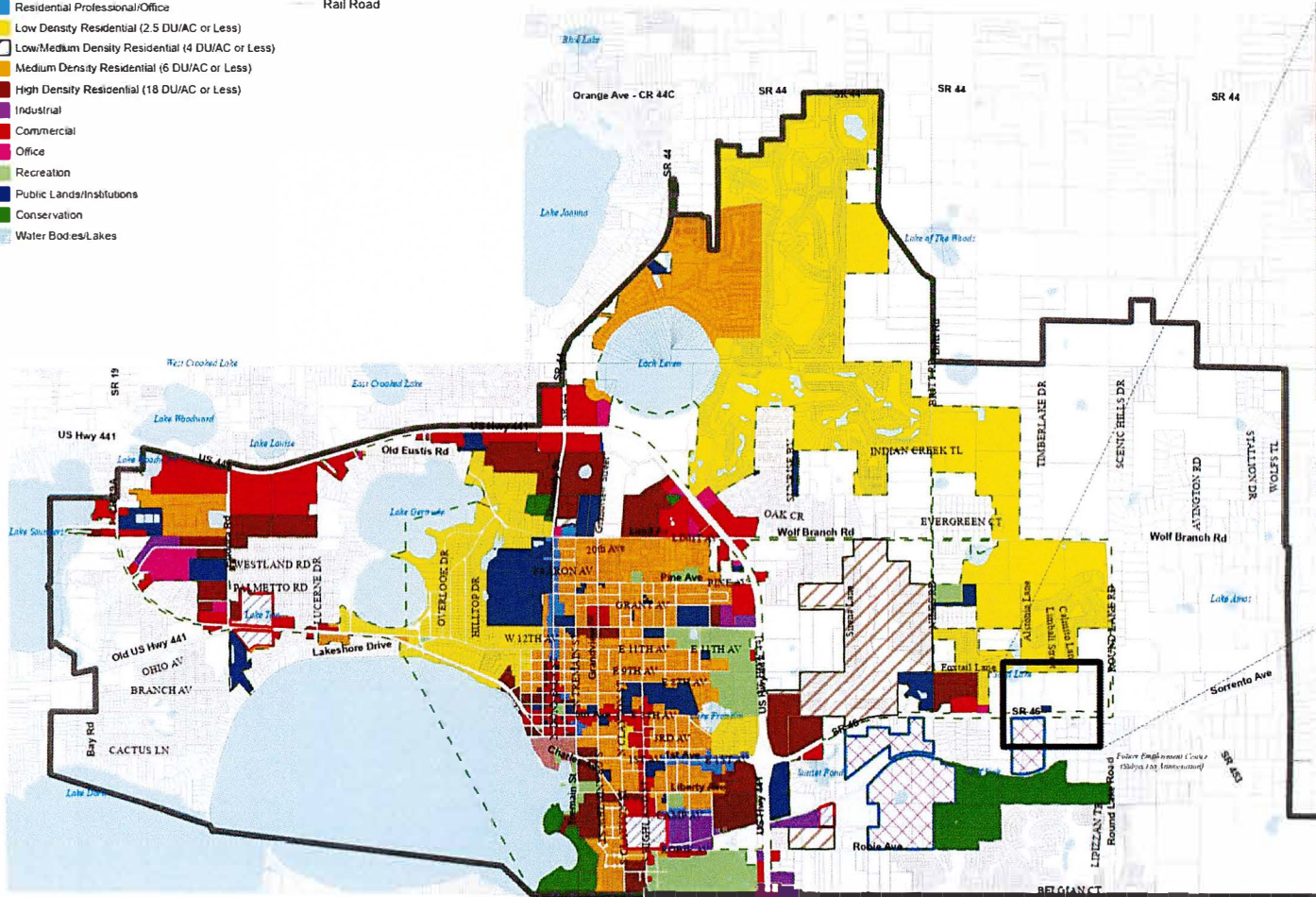
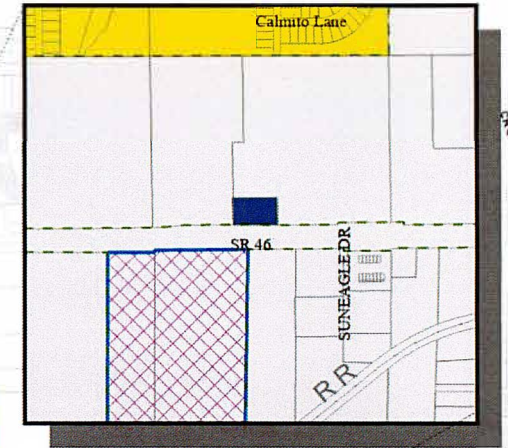
Current FLU: County Regional Office
Proposed FLU: Public Lands and Institutions

Exhibit "A"
Ordinance No. 2025-26



Map II-2a

Small-Scale FLUM Amendment



Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, FL 32727
352-795-7112

Print Date: 11/12/2025

Path: U:\PlanDev Admin\PM\ANNEXATION\SR 46 FDOT Parcel Transfer to City\Maps\FLUM Composite Map\FLUM SR 46 Summary.aprx



CITY OF
MOUNT
DORA

FLUM25-04

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

**FUTURE LAND USE MAP AMENDMENT
SMALL-SCALE (10 ACRES OR LESS)
APPLICATION**

- Date : Oct. 2025 Project Name: FDOT Surplus Property
1. Applicant's Name: City of Mount Dora
 Company's Name: _____
 Address: 510 N. Baker
 City, State & Zip: Mount Dora, FL 32757
 Phone: _____ E-mail: planning@mountdora.gov
 2. Owner's Name: _____
 Company's Name: _____
 Address: See Above
 City, State & Zip: _____
 Phone: _____ E-mail: _____
 3. The property generally located and list adjacent streets: SR 46
 4. The address(s) of the property: 21619 SR 46
 5. Size of property in Acres: 1.39 Square Feet: —
 6. Current Zoning District: CD by Ordinance 2014-4
 7. Requested Zoning District: PLI
 (Separate application required for change in zoning district)
 8. Future Land Use Category : Regional Office
 9. Requested Future Land Use Category: PLI

ATTACHMENT #2

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

undeveloped

11. Building Size Existing: Proposed:

12. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North				
South				
East				
West				

(districts/categories may be abbreviated)

See Staff Report

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

14. Proposed use of property:

City Use

15. List the specific Comprehensive Plan Policy that allows proposed use:

16. State the reason for this request: seeking to annex
and establish city land use.

17. Describe changed condition justifying the amendment:

18. Describe whether and how the proposed amendment is consistent with the City of Mount Dora's Comprehensive Plan:

19. Describe the extent to which the proposed amendment is compatible with existing land uses:

ATTACHMENT #2

20. Describe the extent to which the proposed amendment affects the capacities of public facilities and services: _____

no development plans @ this time

21. Describe the extent of environmental impacts on the resources of proposed amendment: _____

22. Describe the extent to which the proposed amendment will result in an orderly and logical development pattern: _____

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Michele Janiszewski, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.

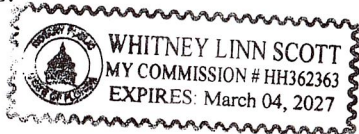
[Signature]
Signature of Applicant

Michele Janiszewski
Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 9th day of October 2025 by Michele Janiszewski who is personally known to me or who has produced _____ as identification and who did _____ or did not ☒ take an oath.

SEAL:



[Signature]
Notary Public

Whitney Linn Scott
Print or Type Name

ORDINANCE NO: 2025-26

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF SR 46 AND EAST OF WEKIVA RIDGE DRIVE, AND THE CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is committed to planning and managing for future growth and redevelopment of property located within the City limits; and

WHEREAS, the Florida Statutes, Section 163.3167 empowers the City of Mount Dora to adopt and amend the City of Mount Dora Comprehensive Plan 2045; and

WHEREAS, pursuant to Florida Statutes, Section 163.3187, the City of Mount Dora (Property Owner) submitted an application requesting a change in Future Land Use designation and amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to that property located north of State Road 46 and east of Wekiva Ridge Drive, as depicted in **Exhibit “A”** attached hereto (Property); and

WHEREAS, the proposed Comprehensive Plan Amendment qualifies as small-scale development amendment because the Property is not more than fifty acres in size, the proposed amendment does not involve a text change to the goals, policies and objectives of the City and only proposes a land use change to the City’s Future Land Use Map and,

WHEREAS, the Property is not located within an area of critical state concern; and

WHEREAS, in accordance with applicable law, notice of the proposed Comprehensive Plan amendment was provided to Lake County and to the public by way of publication in a newspaper of general circulation in the City; and

WHEREAS, on November 19, 2025, the City of Mount Dora Planning and Zoning Commission approved the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property; and

WHEREAS, Florida Statutes, Section 163.3187(2) requires that the City conduct only one public hearing for Small-Scale Future Land Use Map Amendments; and

WHEREAS, after conducting a public hearing, the City of Mount Dora finds that the proposed amendment to the Future Land Use Map of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045 pertaining to the Property serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

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

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

SECTION 2. APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP.

A. The Future Land Use designation of City Public Lands and Institutions is hereby assigned to that Property located on the north side of SR 46 and east of Wekiva Ridge Drive, identified by a portion of Tax Parcel ID # 27-19-27-0004-000-01600, Alt. Key # 1708940, and more particularly described as:

PARCEL NO. 104,PART
SECTION 11130
F.P. NO. 238275-3
That part of:

"THE EAST 100 FEET OF THE SOUTH 330 FEET OF THE WEST½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼; AND THE WEST 210 FEET OF THE SOUTH 330 FEET OF THE EAST ½ OF THE SOUTHWEST¼ OF THE SOUTHEAST ¼; ALL OF THE ABOVE LYING AND BEING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT OF WAY."

(Also being the lands described in Official Records Book 4803, Page 2208, of the Public Records of Lake County, Florida.)

Less and Except:

COMMENCE at a found nail and disk with no identification marking the Northeast corner of Section 27, Township 19 South, Range 27 East, Lake County, Florida, as shown on the Florida Department of Transportation Right of Way Maps for State Road 46, Section 11130, Financial Project Number 238275-3; thence South 01°57'55" East along the East line of said Section 27, a distance of 2622.62 feet to a rail road spike at the East 1/4 Corner of said Section 27 and the West 1/4 Corner of Section 26, Township 19 South, Range 27 East; thence South 00°23'00" East along said East line 2646.05 feet to a nail and disk stamped "FDOT LB 7917" at Point of Intersection Station 142+69.46 on the centerline of said State Road 46, said point also being the Southeast Corner of said Section 27; thence departing said East line, South 89°36' 18" West along said centerline and the Southerly line of the Southeast 1/4 of said Section 27, a distance of 1796.99 feet to a point on the Monumented East line of the West 210.00 feet of the South 330.00 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 27 at Station 124+72.47 of said centerline; thence departing said centerline, North 00°42'16" West along said Monumented East line, 33.08 feet to the Existing Right of Way line of State Road 46, as shown on said Right of Way Map and the POINT OF BEGINNING; thence departing said Monumented East line, South 89°36'04" West along said Existing Right of Way line, 309.97 feet to the Monumented Westline of the West 80.00 feet of the East 100.00 feet of the South 718.00 feet of the Southwest 1/4 of the Southeast 1/4 of said Section 27; thence departing said Existing Right of Way line, North 00°42'16" West along said Monumented Westline, 101.94 feet to a point on a line lying 135.00 feet North of and parallel to said centerline; thence North 89°36'18" East along said parallel line, 309.97 feet, to a point on the Monumented East line of the West 210.00 feet of the South 330.00 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 27; thence, departing said parallel line, South 00°42'16" East along said Monumented East line, 101.92 feet to the POINT OF BEGINNING.

CONTAINING 1.388 Acres, more or less.

B. The Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, adopted by City of Mount Dora Ordinance 2020-04, on June 16, 2020; amended by City of Mount Dora Ordinance No. 2023-01, on January 17, 2023, is hereby amended to include the Future Land Use assignment set forth herein.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the requested Future Land Use change and amendment to Future Land Use Map II-2a of the Future Land Use Element of the City of Mount Dora Comprehensive Plan 2045, as well

as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the City, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

FIRST READING: December 2 2025

SECOND READING: December 16, 2025

PASSED AND ADOPTED this 16th day of December 2025

JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Patrick Brackens, City Attorney

EXHIBIT "A" Future Land Use Map Amendment

City of Mount Dora Future Land Use Map Planning Time Frame: 2045

LEGEND:

- Mixed Use Traditional (MU-1)
- Mixed Use Downtown (MU-2)
- Employment Center
- Residential Professional/Office
- Low Density Residential (2.5 DU/AC or Less)
- Low/Medium Density Residential (4 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (18 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Conservation
- Water Bodies/Lakes

Features

- City Limits
- JPA
- Rail Road

FLUM Amendment Owner City of Mount Dora 21619 State Road 46, Mount Dora 1.39 +/- Acres

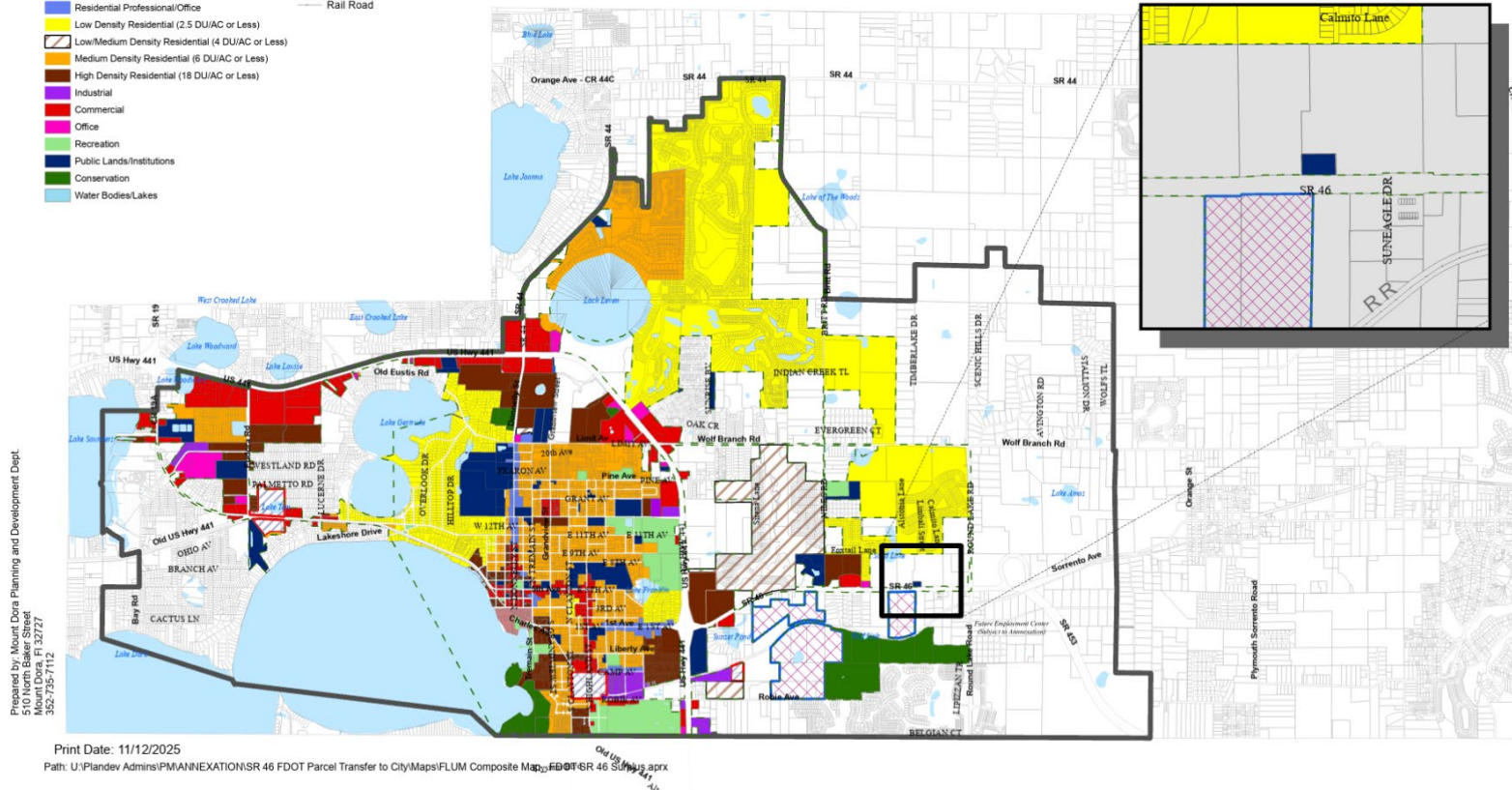
Current FLU: County Regional Office
Proposed FLU: Public Lands and Institutions

Exhibit "A"
Ordinance No. 2025-26



Map II-2a

Small-Scale FLUM Amendment





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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval First Reading of Ordinance No. 2025-27, Change in Zoning for City of Mount Dora Property (1.38 +/- Acres)

Introduction:

This is a request for City Council to approve the First Reading of Ordinance No. 2025-27 and hold a hearing for the second reading and adoption.

Call Up Item

Mayor Asks Attorney to Read Ordinance by Title Only

City Manager Background

Applicant Presentation (Staff Initiated)

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

Rebuttal by Applicant

Discussion

Council Action

Discussion:

As required by Florida Statutes, Section 166.041(4), Attachment #1 is the completed Business Impact Estimate. This request is associated with land use type action. The staff report and application are provided in Attachment #2.

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

1. The Development Review Committee (DRC) reviewed the rezoning application and had no comments or objections to the request.
2. The Planning and Zoning Commission, (PZC) at their regularly scheduled meeting held on November 19, 2025, recommended approval of the rezoning request.

Budget Impact:

There are no budgetary impacts on the City in regards to the processing a rezoning application.

Strategic Impact:

GOAL 1: Economic Development. Rezoning requests which address density and intensity changes are consistent with Growth Management Goals.

Recommendation:

City Council approve the First Reading of Ordinance No. 2025-27 and hold a public hearing for the second reading and adoption.

Attachment(s):

1. Attachment #1 - Business Impact Estimate
2. Attachment #2 - PZC Memo_ FDOT_ Rezoning
3. Ordinance 2025-27_ Rezoning_ FDOT Surplus SR 46

Prepared by: Michele Janiszewski, Senior Planner

Reviewed by:

Michele Janiszewski, Senior Planner

Matthew Dodson, Budget Officer

Jennifer Gates, Accounting Manager

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 11/19/2025

Approved - 11/19/2025

Approved - 11/19/2025

Approved - 11/21/2025

Approved - 11/21/2025

Final Approval - 11/21/2025

ATTACHMENT #1

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2025-27

ORDINANCE TITLE: Rezones +/- 1.39 acres of property along State Road 46 which was recently annexed into the city limits

DEPARTMENT: Planning & Zoning

MEETING DATE: December 2, 2025
December 16, 2025

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO: 2025-27

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FROM COUNTY PLANNED COMMERCIAL (CP) BY ORDINANCE #2014-4 TO CITY PUBLIC LANDS AND INSTITUTIONS (PLI) FOR PROPERTY LOCATED ON THE NORTH SIDE OF STATE ROAD 46 AND EAST OF WEKIVA RIDGE DRIVE, COMPRISING 1.39 ACRES, MORE OR LESS, AS FURTHER DESCRIBED HEREIN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

¹ See Section 166.041(4)(c), Florida Statutes.

ATTACHMENT #1

- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City of Mount Dora;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance rezones +/- 1.39 acres of property owned by the City of Mount Dora from County Planned Commercial to City Public Lands and Institutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

No direct impact to general businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

No new charges or fees are set forth in the ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):

N/A

ATTACHMENT #2



**CITY OF
MOUNT
DORA**

**Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191**

E-mail: plandev@cityofmoundora.com

DATE: November 19, 2025

TO: Planning and Zoning Commission

FROM: Development Review Committee
Ryan Winkler, AICP, Senior Planner

RE: Request for Future Land Use Map Amendment (Small-Scale) from County Regional Office to City Public Lands and Institutions; 1.39 +/- acres (Site Area); generally located north of State Road 46 and east of Wekiva Ridge Drive (Location); 21619 State Road 46, Mount Dora (Site Address); City of Mount Dora (Owners, Applicant).
Project No. FLUM25-04

Recommendation:

Staff recommends approval of the above-referenced request for the Small-Scale Future Land Use Map Amendment. Approval subject to annexation.

References/Support:

City of Mount Dora Comprehensive Plan 2045
City of Mount Dora Land Development Code
Chapter 163 Florida Statutes

Background/Information:

The applicant is requesting an amendment to the City's Future Land Use Map associated with an annexation. The proposed amendment will change approximately 1.39 acres from County Regional Office to City Public Lands and Institutions. The request for future land use map amendment does not proposed any new development of the subject property.

EXISTING FLU	PROPOSED FLUM	SITE AREA	MAXIMUM INTENSITY ALLOWED
County Regional Office	City Public Lands and Institutions	1.39 acres	42,383.88-sf

Note: Intensity based on usable lands (less floodplain and wetland areas).

Development Summary - Maximums Intensity:

- From: County Regional Office Maximum Square Footage (FAR 3.0 x 1.39 acres): 181,645.20-sf
- City proposed Public Lands and Institutions (PLI) designation maximum: (FAR 0.70 x 1.39 acres): 42,383.88-sf

Future Land Use Element Policy 4.g(10): **Public Lands and Institutions:** This category may

ATTACHMENT #2

Planning and Zoning Commission Meeting November 19, 2025
Small-Scale FLUM Change – FDOT State Road 46 Surplus Property
Page 2

include public lands owned by the City, County, State, Federal Government or school board. Also included in this category may be churches, cemeteries, and other public or quasi-public lands including elementary, middle, and high schools. Maximum impervious surface ratio is 0.70. Maximum FAR is 0.70.

Land Use Report:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Reg. Office	Ag	Vacant
South	County	Reg. Office	LM	Truck Service
	City	County PUD	City PUD	Vacant
East	County	Reg. Office	Ag	Vacant
West	County	Reg. Office	Ag	Vacant

Request Type: Small-Scale Future Land Use Map Amendment

Existing Use: Vacant

Proposed Use: Vacant

Proposed
Future Land Use: City Public Lands and Institutions

Current
Future Land Use: County Regional Office

Current Zoning: County Planned Commercial (CP) District

Proposed Zoning: City Public Lands and Institutions (PLI)

JPA: Yes, City of Mount Dora and Lake County Joint Planning Agreement

Overlay Zones/Areas: N/A

Critical State Concern: No

Site Area: 1.39 +/- acres

Housing: N/A. The proposed Future Land Use change not applicable related to the impacts on the projected housing population of City's Comprehensive Plan. Proposal is for non-residential designations.

Traffic: N/A. The proposed Future Land Use change not applicable to the impacts on traffic. The school use is existing.

Wastewater: *Infrastructure Element Policy 1.d:* Average Daily Flow: Flow requirements from commercial, industrial, institutional, or other special

ATTACHMENT #2

development areas shall be established from existing records or by estimated projections using the best available data; however, in no case shall a rate of less than 2,000 gallons per acre per day be used, unless specifically approved otherwise. The proposed change will not negatively impact current capacity and will reduce capacity needs for the site as the current FAR is 1.0 as opposed to the proposed FAR of 0.70. There are no development plans for the subject property that will affect wastewater capacity.

Potable Water: The minimum design for water distribution systems shall provide for at least 100 percent of the combined maximum day-demand rate and required fire flow for said rate, with special provisions for peak flows in excess thereof. The allowable minimum service pressure under said design condition shall not be less than 20 pounds per square inch. Normal flow demands for design shall be calculated on the basis of full ultimate development as known, or projected. Fire flows in commercial, institutional, industrial areas and apartment or multiunit complexes, shall provide a minimum of 1,500 gpm at a 20 psi residual pressure. The proposed change and will not negatively impact capacity. There are no development plans for the subject property that will affect wastewater capacity.

Reclaim Water: Conversation Element requires participation in the City reuse for irrigation purposes. Goal 2, Policy 1.c(1) of the Infrastructure Element requires water conservation practices by utilizing the City reclaimed system available at this location.

Solid Waste: City's standard is 7.1 pounds per capita per day (LOS disposal).

Stormwater: Protect water resources in Mount Dora. Control of erosion, sedimentation and flooding are mandatory. Limit post-improvement stormwater discharge to pre-improvement rates based on the 25-year, 96-hour storm. Building first floor elevations must be flood-free for the 100-year, 96-hour storm. Comply with Land Development Code Chapter 6.2 drainage standards.

Habitat: The property is currently developed with minimal natural lands and habitats. No wetlands appear on property. Soil composition includes various soil types lie within the subject property boundary: Myakka Sand, Placid and Myakka Fine Sands, St. Lucie Sand, Orsino Sand, and Tavares Sand.

The subject site development does not propose impact to any unique or ecologically significant area of vegetation or Habitat.

**Wetlands/
Environmental:** The property does not include any wetlands. The property is not designated within the flood zone.

ATTACHMENT #2

Planning and Zoning Commission Meeting November 19, 2025
Small-Scale FLUM Change – FDOT State Road 46 Surplus Property
Page 4

Note: Data analysis support documents on-file with the project application.

Notification:

JPA Notice to Lake County: November 20, 2025
Legal Ad for PZC: November 7, 2025
Notice to Lake County BCC [Ch. 171.044(3) F.S]: November 20, 2025
Ordinance Enactment Legal Ad: December 12, 2025
Non-Legal Ad: December 12, 2025

Public Hearing Schedule:

DRC: October 29, 2025
PZC: November 19, 2025
City Council (Adoption): December 12, 2025 (Single public hearing)
Note: Section 163.3187(2) Florida Statutes requires only one public hearing before City Council for Small-Scale Future Land Use Map Amendments. These are only associated with amendments 50.00 acres or less.

Attachments:

Vicinity Map
Composite (City & County) FLU Map
Proposed Land Use Exhibit
Proposed Future Land Use Map II-2a
Application

ATTACHMENT #2 VICINITY MAP

Legend

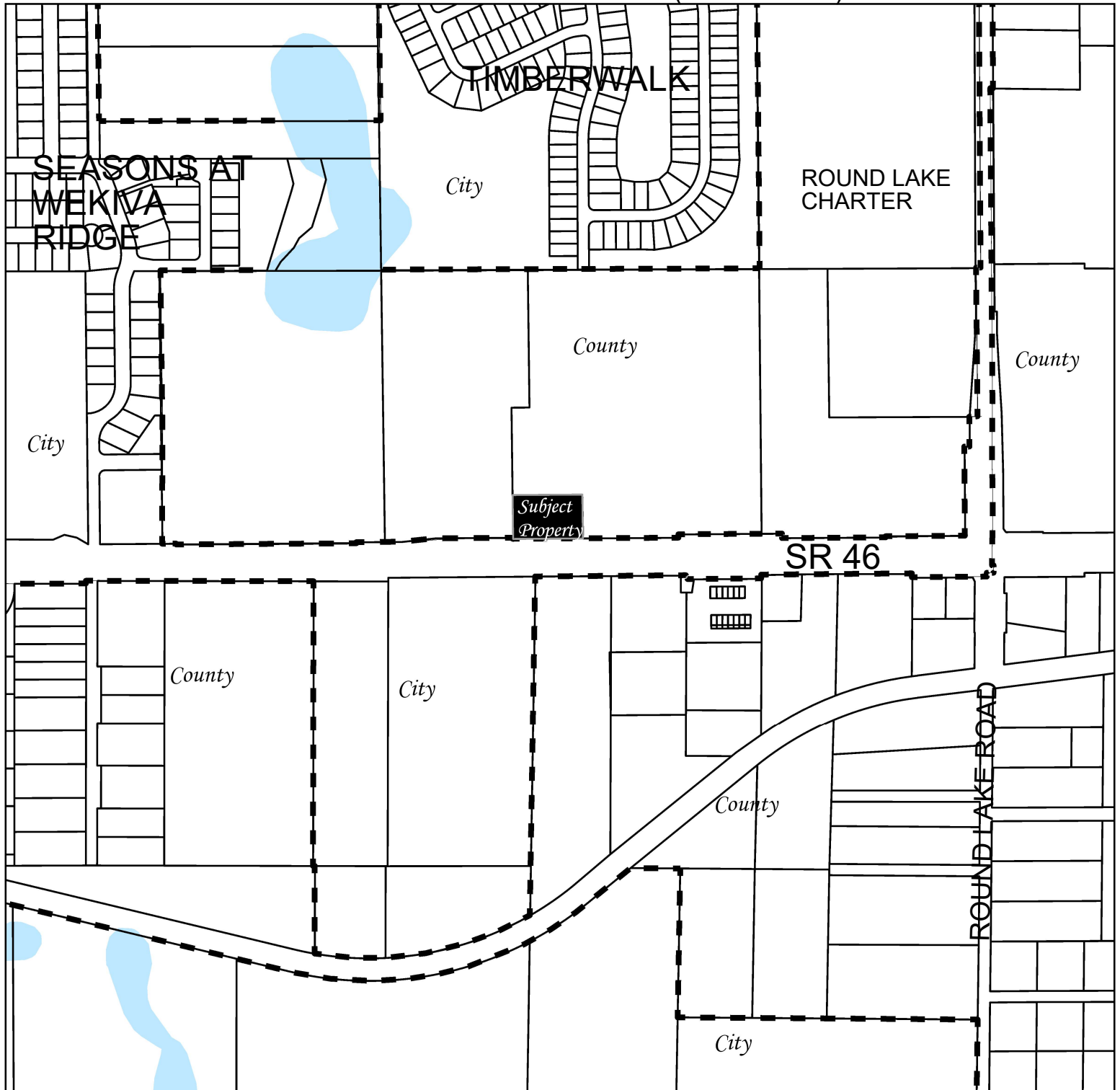
City Limits

 In
 Out

 Subject Property



FDOT Surplus Parcel - State Road 46
PROPOSED ANNEXATION (1.39 ACRES)



Date Printed: 10/10/2025 12:38 PM



**CITY OF
MOUNT
DORA**

PLANNING AND DEVELOPMENT

ATTACHMENT #2 Future Land Use Map Composite City & Lake County

N



Legend

City Limits



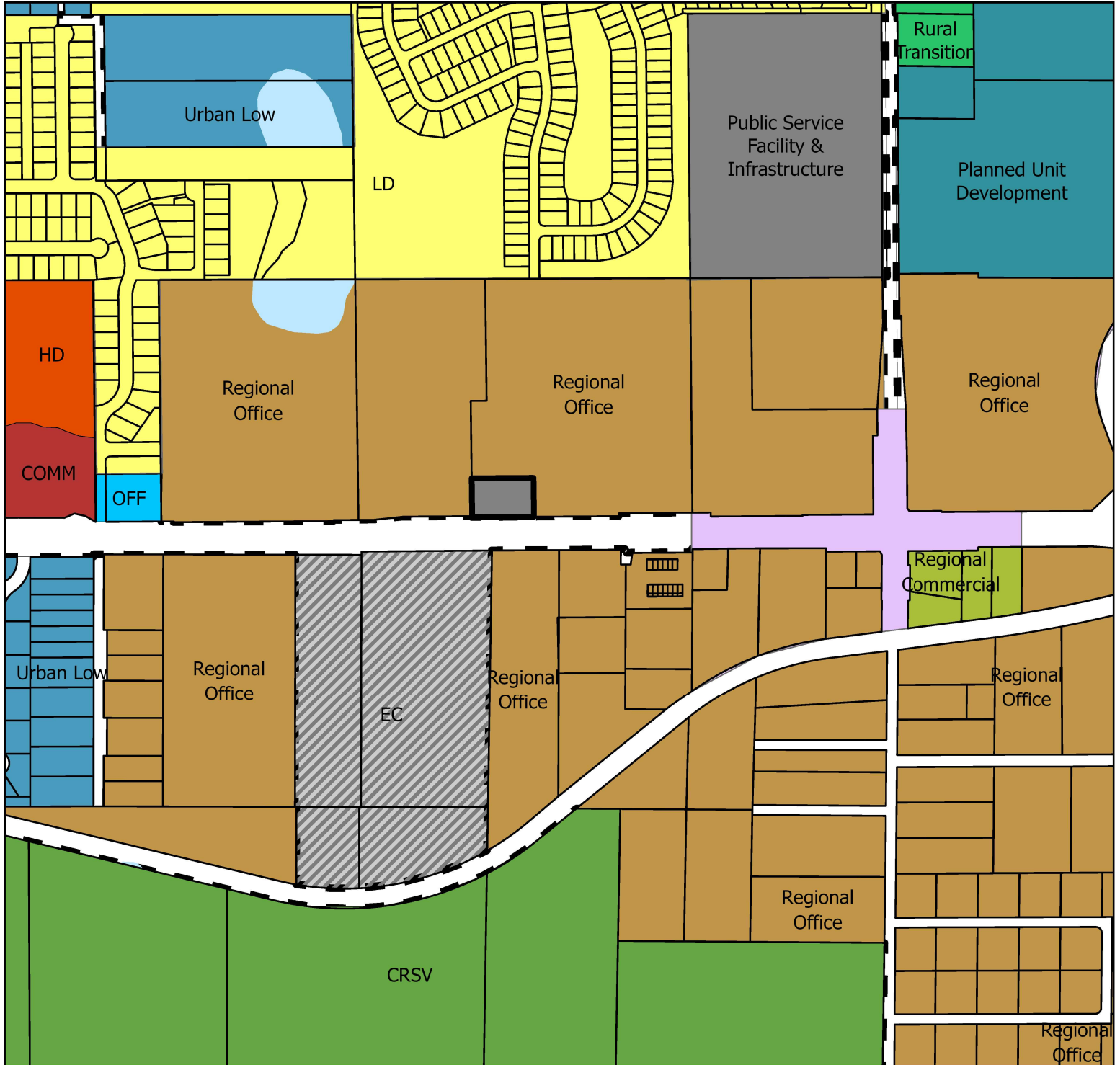
In



Out



Subject Property



0 0.07 0.15 0.3 Miles



**CITY OF
MOUNT
DORA**

PLANNING AND DEVELOPMENT

ATTACHMENT #2

Attachment 2

City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

FLUM Amendment

Owner City of Mount Dora
21619 State Road 46, Mount Dora
1.39 +/- Acres

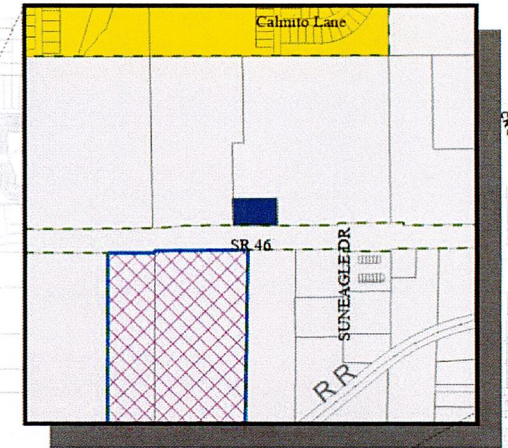
Current FLU: County Regional Office
Proposed FLU: Public Lands and Institutions

Exhibit "A"
Ordinance No. 2025-26



Map II-2a

Small-Scale FLUM Amendment

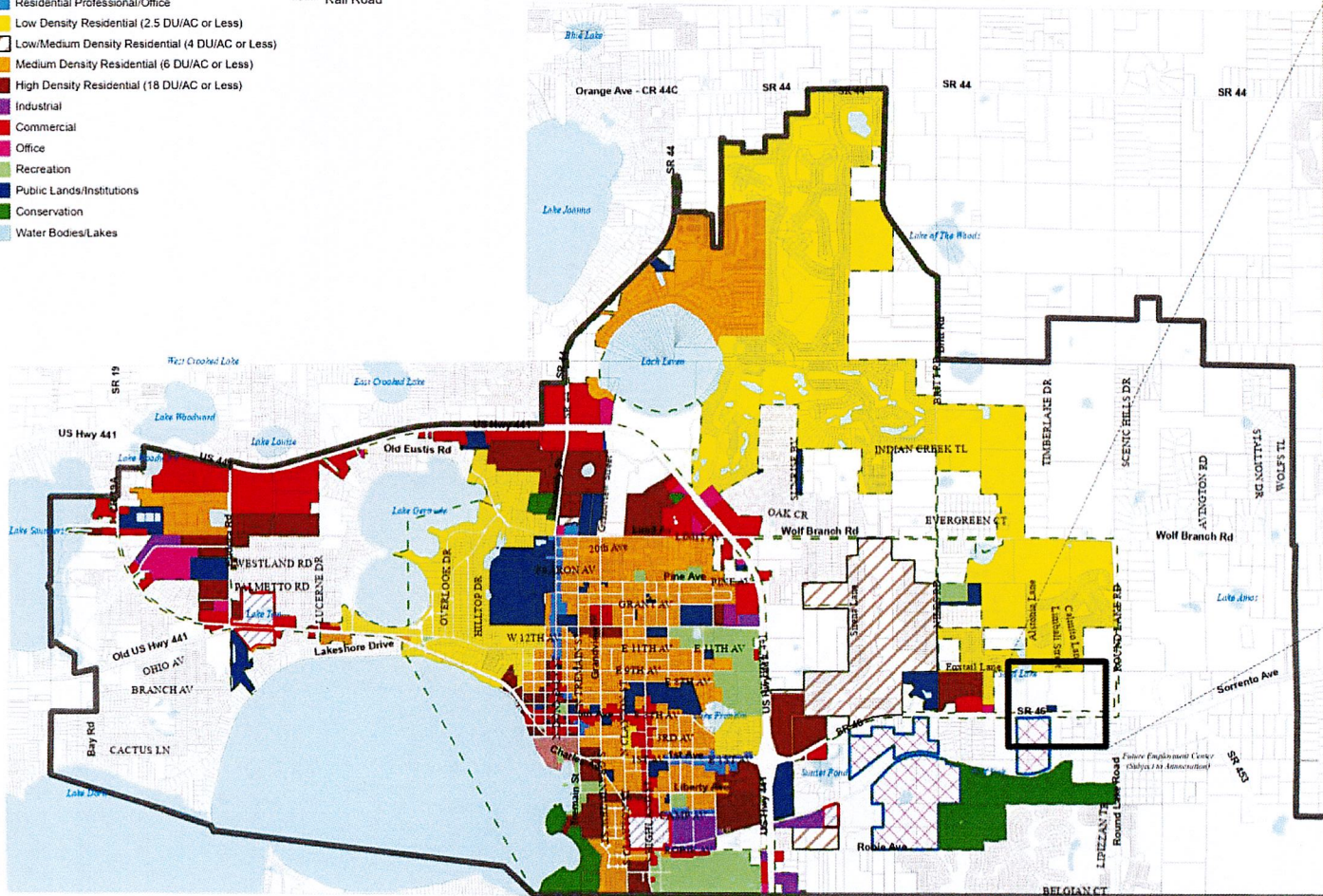


LEGEND:

- Mixed Use Traditional (MU-1)
- Mixed Use Downtown (MU-2)
- Employment Center
- Residential Professional/Office
- Low Density Residential (2.5 DU/AC or Less)
- Low/Medium Density Residential (4 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (18 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Conservation
- Water Bodies/Lakes

Features

- City Limits
- JPA
- Rail Road



Print Date: 11/12/2025

Path: U:\PlanDev Admin\PM\ANNEXATION\SR 46 FDOT Parcel Transfer to City\Maps\FLUM Composite Map\DOT SR 46 Summary.aprx

Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, FL 32727
352-735-7112

ATTACHMENT #2



CITY OF
MOUNT
DORA

FLUM25-04

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112

E-mail: plandev@cityofmoundora.com

FUTURE LAND USE MAP AMENDMENT
SMALL-SCALE (10 ACRES OR LESS)
APPLICATION

- Date : Oct. 2025 Project Name: FDOT Surplus Property
1. Applicant's Name: City of Mount Dora
Company's Name: _____
Address: 510 N. Baker
City, State & Zip: Mount Dora, FL 32739
Phone: _____ E-mail: planning@mountdora.gov
2. Owner's Name: _____
Company's Name: _____
Address: See Above
City, State & Zip: _____
Phone: _____ E-mail: _____
3. The property generally located and list adjacent streets: SR 46
4. The address(s) of the property: 21619 SR 46
5. Size of property in Acres: 1.39 Square Feet: —
6. Current Zoning District: CD by Ordinance 2014-4
7. Requested Zoning District: PLI
(Separate application required for change in zoning district)
8. Future Land Use Category : Regional Office
9. Requested Future Land Use Category: PLI

ATTACHMENT #2

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

undeveloped

11. Building Size Existing: Proposed:

12. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North				
South				
East				
West				

(districts/categories may be abbreviated)

See Staff Report

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

14. Proposed use of property: _____

City Use

15. List the specific Comprehensive Plan Policy that allows proposed use: _____

16. State the reason for this request: seeking to annex
and establish city land use.

17. Describe changed condition justifying the amendment: _____

i

18. Describe whether and how the proposed amendment is consistent with the City of Mount Dora's Comprehensive Plan: _____

19. Describe the extent to which the proposed amendment is compatible with existing land uses: _____

ATTACHMENT #2

20. Describe the extent to which the proposed amendment affects the capacities of public facilities and services: _____

no development plans @ this time

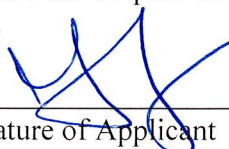
21. Describe the extent of environmental impacts on the resources of proposed amendment: _____

22. Describe the extent to which the proposed amendment will result in an orderly and logical development pattern: _____

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Michele Janiszewski, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.

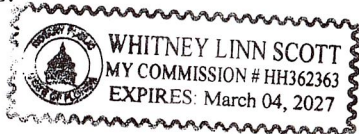

Signature of Applicant

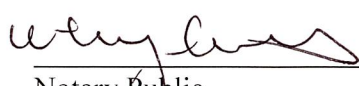
Michele Janiszewski
Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 9th day of October 2025 by Michele Janiszewski who is personally known to me or who has produced _____ as identification and who did _____ or did not ☒ take an oath.

SEAL:




Notary Public

Whitney Linn Scott
Print or Type Name

ORDINANCE NO: 2025-27

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FROM COUNTY PLANNED COMMERCIAL (CP) BY ORDINANCE #2014-4 TO CITY PUBLIC LANDS AND INSTITUTIONS (PLI) FOR PROPERTY LOCATED ON THE NORTH SIDE OF STATE ROAD 46 AND EAST OF WEKIVA RIDGE DRIVE, COMPRISING 1.39 ACRES, MORE OR LESS, AS FURTHER DESCRIBED HEREIN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Mount Dora (Property Owner) is the fee simple owner of the property submitted an application requesting a zoning district classification change and a Zoning Map amendment for that property located on the north side of State Road 46 and east of Wekiva Ridge Drive, as depicted on **Exhibit "A"**, attached hereto (Property); and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan and meet the criteria established by Florida Statutes, Chapter 166; and

WHEREAS, pursuant to applicable law, notice has been given to Lake County and to the public by publication in a newspaper of general circulation in the City; and

WHEREAS, on November 19, 2025, the City of Mount Dora Planning and Zoning Commission recommended that the City Council adopt the requested zoning district classification change and Zoning Map Amendment and found same consistent with the City's Comprehensive Plan; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to City Public Lands and Institutions (PLI) considered the findings and advice of staff and considered the written information, oral comments and supporting data and analysis provided by citizens and all interested parties; and

WHEREAS, the City of Mount Dora finds such zoning district classification change and Zoning Map amendment consistent with the City's Comprehensive Plan and that same serves a

legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

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

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

SECTION 2. ZONING DISTRICT CLASSIFICATION CHANGE. Pursuant to City of Mount Dora Land Development Code, Chapter III, the Property as more particularly described below is rezoned to the Public Lands and Institutions (PLI) zoning classification from its previous designation as County Planned Commercial (CP) zoning district as legally described below;

That part of:

"THE EAST 100 FEET OF THE SOUTH 330 FEET OF THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$; AND THE WEST 210 FEET OF THE SOUTH 330 FEET OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$; ALL OF THE ABOVE LYING AND BEING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT OF WAY."

(Also being the lands described in Official Records Book 4803, Page 2208, of the Public Records of Lake County, Florida.)

Less and Except:

COMMENCE at a found nail and disk with no identification marking the Northeast corner of Section 27, Township 19 South, Range 27 East, Lake County, Florida, as shown on the Florida Department of Transportation Right of Way Maps for State Road 46, Section 11130, Financial Project Number 238275-3; thence South $01^{\circ}57'55''$ East along the East line of said Section 27, a distance of 2622.62 feet to a rail road spike at the East $\frac{1}{4}$ Corner of said Section 27 and the West $\frac{1}{4}$ Corner of Section 26, Township 19 South, Range 27 East; thence South $00^{\circ}23'00''$ East along said East line 2646.05 feet to a nail and disk stamped "FDOT LB 7917" at Point of Intersection Station 142+69.46 on the centerline of said State Road 46, said point also being the Southeast Corner of said Section 27; thence departing said East line, South $89^{\circ}36'18''$ West along said centerline and the Southerly line of the Southeast $\frac{1}{4}$ of said Section 27, a distance of 1796.99 feet to a

point on the Monumented East line of the West 210.00 feet of the South 330.00 feet of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 27 at Station 124+72.47 of said centerline; thence departing said centerline, North 00°42'16" West along said Monumented East line, 33.08 feet to the Existing Right of Way line of State Road 46, as shown on said Right of Way Map and the POINT OF BEGINNING; thence departing said Monumented East line, South 89°36'04" West along said Existing Right of Way line, 309.97feetto the Monumented Westline of the West 80.00 feet of the East 100.00 feet of the South 718.00 feet of the Southwest 1/4 of the Southeast1/4 of said Section 27; thence departing said Existing Right of Way line, North 00°42'16" West along said Monumented Westline, 101.94 feet to a point on a line lying 135.00feet North of and parallel to said centerline; thence North 89°36'18" East along said parallel line,309.97 feet, to a point on the Monumented East line of the West 210.00 feet of the South 330.00 feet of the East 1/2 of the Southwest ¼ of the Southeast 1/4 of said Section 27; thence, departing said parallel line, South 00°42'16" East along said Monumented East line, 101.92 feet to the POINT OF BEGINNING.

CONTAINING 1.388 Acres, more or less.

SECTION 3. OFFICIAL ZONING MAP AMENDMENT. The Official City Zoning Map of the City of Mount Dora shall be amended to conform to the zoning assignment approved in Section 2 of this Ordinance.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the zoning district classification change and Zoning Map amendment related to the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately following such time that its companion Future Land Use Designation and Map amendment ordinance (Ordinance 2025-26) takes effect.

FIRST READING: December 2, 2025

SECOND READING: December 16, 2025

PASSED AND ADOPTED this 16th day of December, 2025

JAMES HOMICH
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

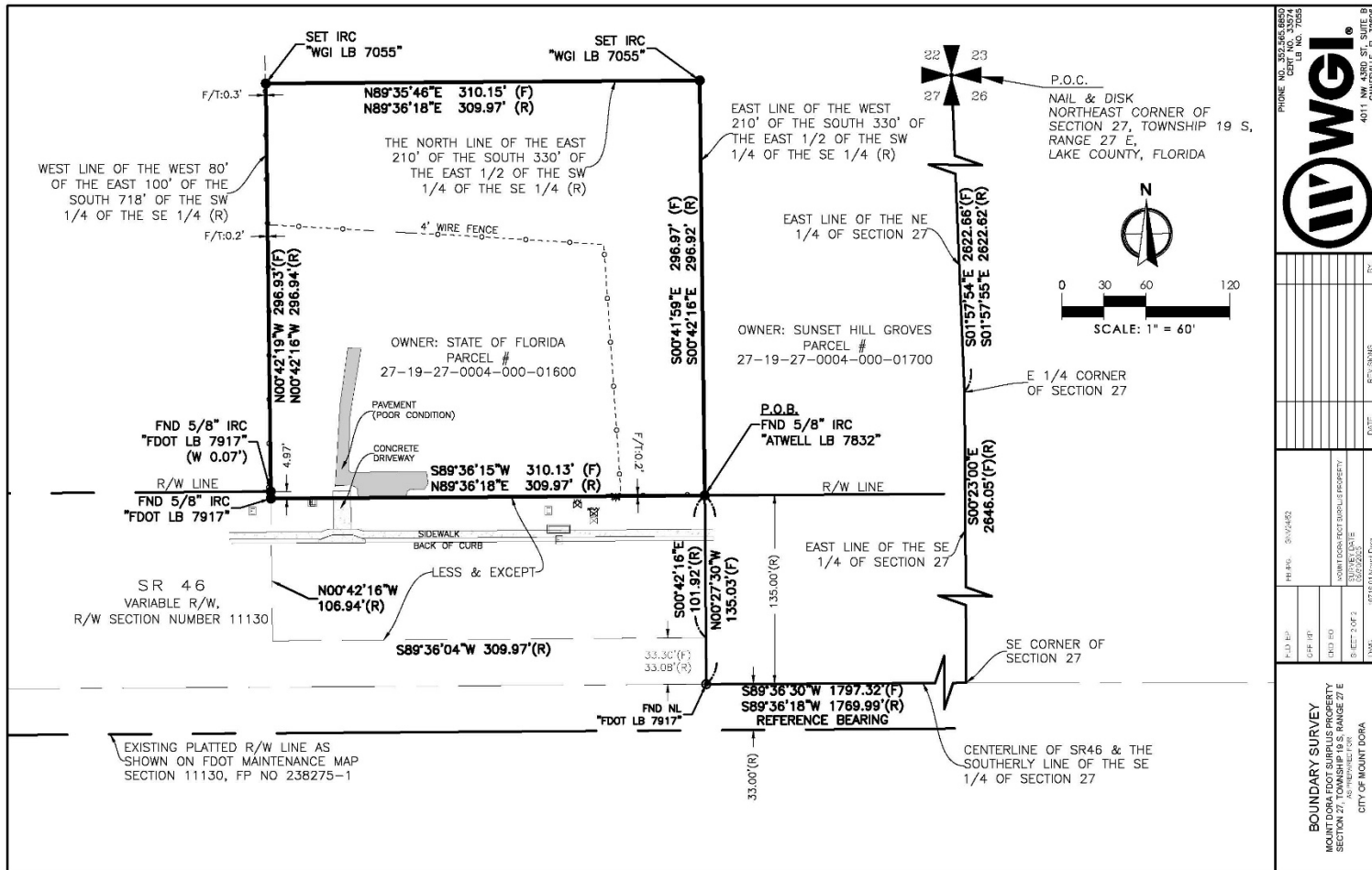
Patrick Brackins, City Attorney

EXHIBIT “A”
Property Depiction

Ordinance No. 2025-27

Page **4** of **6**

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

DATE: December 2, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: JPA

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation:

Attachment(s):

1. Amended and Restated JPA_11.18.25 REDLINE (pab)

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

Approved - 11/24/2025
Final Approval - 11/24/2025

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

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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 have each adopted and subsequently amended their
19 respective Comprehensive Plans (the “Comprehensive Plan(s)"); and

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20 **WHEREAS**, the CITY’s and the COUNTY’s respective Comprehensive Plans contain
21 goals, 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 collectively plan certain areas on the boundaries of the municipal limits of the CITY and as well
28 as certain areas located adjacent to, just outside or in close proximity of the municipal limits, all
29 within the boundaries of Lake County, Florida (the “Joint Planning Area” or the “JPA”); and

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30 **WHEREAS**, the CITY and the COUNTY seek to have compatible land uses adjacent to
31 their common boundaries for planning consistency and smart grow; 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 for parcels
34 that are intended to be annexed into the CITY or which may be annexed into the CITY in
35 foreseeable future; and

36 **WHEREAS**, there is no intent for this Agreement to restrict the CITY’s authority to amend
37 its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent
38 with the provisions contained herein, or otherwise to make land use decisions for lands within the

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

1 corporate boundaries of the CITY or within the JPA in the event the CITY annexes such lands;
2 and

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

7 **WHEREAS**, at all times, the CITY's Comprehensive Plan and land development
8 regulations shall apply to all areas within the municipal boundaries of the CITY and, at all time,
9 the COUNTY's Comprehensive Plan and land development regulations shall apply to all areas
10 outside of the CITY's municipal boundaries and within the unincorporated areas of Lake County;
11 and

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12 **WHEREAS**, this joint planning agreement (this "Agreement") will provide a basis for the
13 evaluation of future annexation proposals and development applications that are intended to be
14 annexed into the CITY as well as for the adequate provision of public services; and

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

19 **WHEREAS**, this Agreement provides the CITY and the COUNTY with ample
20 opportunities for renegotiation or amendment in response to changed circumstances, including the
21 ability to seek refinement or expansion of the Joint Planning Area; and

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

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25 **WHEREAS**, it is the intent of the CITY and the COUNTY that this Agreement shall be
26 immediately applicable to any issuance of a Development Order, as defined in Article II of this
27 Agreement, for a parcel of land located in the JPA, outside of the CITY's municipal boundaries
28 and submitted to the CITY or the COUNTY after the effective date of this Agreement; and

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

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

33 **WHEREAS**, the COUNTY possesses Home Rule powers pursuant to Article VIII, Section
34 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*; and

35 **WHEREAS**, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section

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

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

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

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

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

WHEREAS, via this Amended and Restated Joint Planning Agreement the CITY and the COUNTY desire to terminate the Joint Planning Agreement as previously amended and engage in joint efforts to cooperatively plan certain areas located within the boundaries of Lake County as depicted on Exhibit “A” attached hereto (the “Joint Planning Area” or the “JPA”), which will be served by CITY utilities and may be annexed into the CITY’s municipal boundaries under the terms specified herein; and

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

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

ARTICLE I – INCORPORATION OF PREAMBLE

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

ARTICLE II – DEFINITIONS

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

2. Agreement. Means this Agreement, as the same may be amended or supplemented

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

as provided for herein.

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

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

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

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

application for a Significant Development Order within the Joint Planning Area for areas outside the municipal boundaries and in unincorporated Lake County.

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 within the JPA, meaning either those areas of unincorporated Lake County that are planned for or may be annexed into the City in the future.

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

Deleted: <#>Unincorporated JPA. Means the area of the JPA that is not currently within the municipal limits of the CITY, as depicted in **Exhibit "A."**

ARTICLE III – JOINT PLANNING AREA

1. Joint Planning Area. The Joint Planning Area shall consist of those lands identified in **Exhibit "A"** attached hereto, which are outside the municipal boundaries of the City. 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.

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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

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

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 may 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.

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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 and comment 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

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

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. The COUNTY intends to propose adoption of the Wolf Branch Innovation District Design Standards for developments within the WBID into the updated Land Development Regulations for the County, contingent upon Board approval.

5. Terms of Annexation.

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 identified as a Section 5b Transfer on **Exhibit “B,”** 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, the CITY and COUNTY shall enter into a separate agreement for the CITY’s assumption of 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.

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

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

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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.¶

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

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

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

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 as long as the roadway meets the city takeover criteria in paragraph 5.B above.

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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, outside the municipal boundaries or as part of a voluntary annexation petition, 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 staff 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

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

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

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

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

ARTICLE V – SPECIFIC DEVELOPMENTAL AND ENVIRONMENTAL CONSIDERATIONS

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

2. Coordination with State Agencies and Local Governments. It is the intent of the

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

CITY and the COUNTY to coordinate with state agencies and local governments to implement requirements of the Wekiva Parkway and Protection Act. Within the JPA, these activities may include, but are not limited to, the establishment of Comprehensive Plan policies and land development regulations, creation of a master stormwater management plan, and the protection of habitat and recharge areas. The CITY and the COUNTY will work together to protect the quality and the natural replenishment of groundwater and surface water systems. The CITY and the COUNTY will work together to avoid new flood risks within the built environment.

3. Acquisition of Environmentally Sensitive Land. The CITY and the COUNTY shall explore cooperative efforts to acquire environmentally sensitive land within the JPA and consider development of a trail system to link natural areas with the surrounding community and employment center. The CITY and COUNTY have been cooperating and will continue to cooperate on the establishment and funding for the Wekiva Trail as conceptually shown on **Exhibit “E.”** The corridor identified on **Exhibit “E.”** is conceptual in nature and is intended to illustrate regional connectivity and not the literal final location of the trail.

ARTICLE VI – GENERAL PROVISIONS

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

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

3. Severability, Construction, and Interpretation. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent

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

jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, sentence, clause, or word did not exist. This Agreement was mutually negotiated by all parties who have executed the same. Consequently, it is the intent of the parties that no provision shall be more harshly construed against either party.

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

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

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

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: LAKE COUNTY, FLORIDA, through its
Board of County Commissioners

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

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

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

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

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

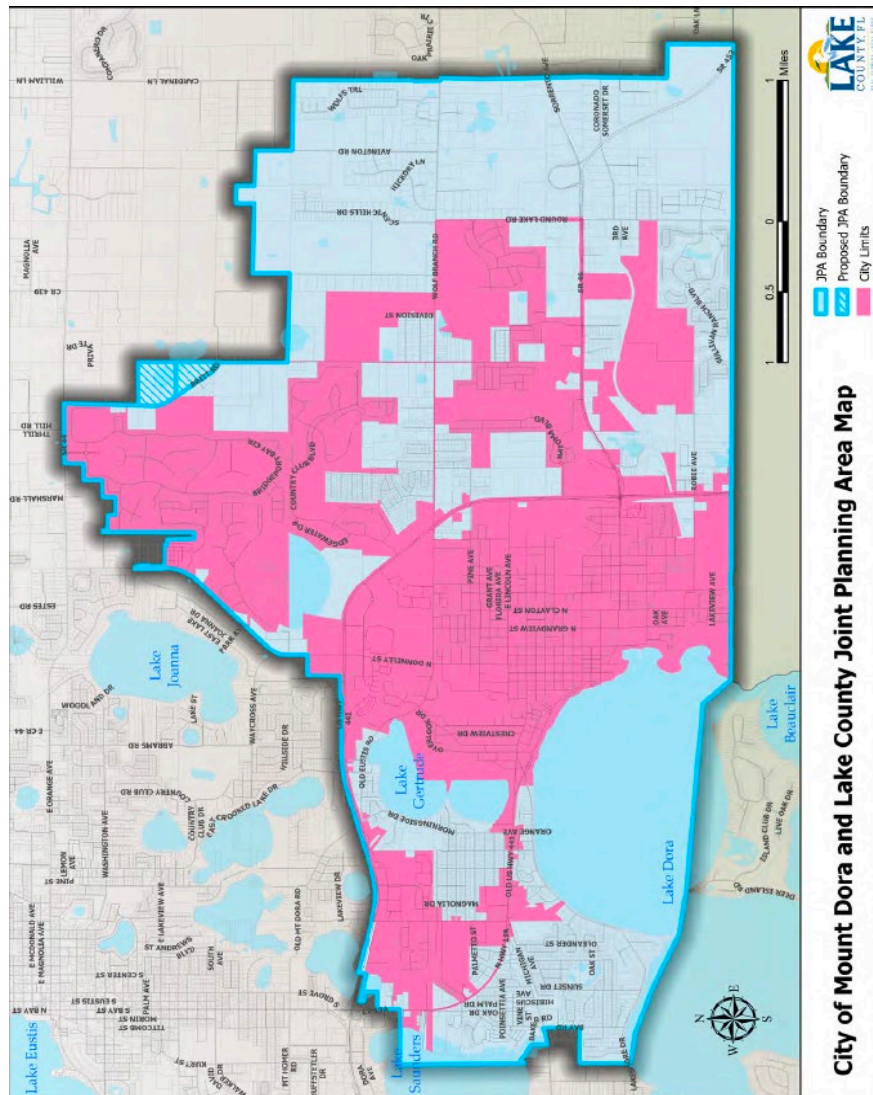


Exhibit B
Lake County and City of Mount Dora Maintained Streets Concept Map

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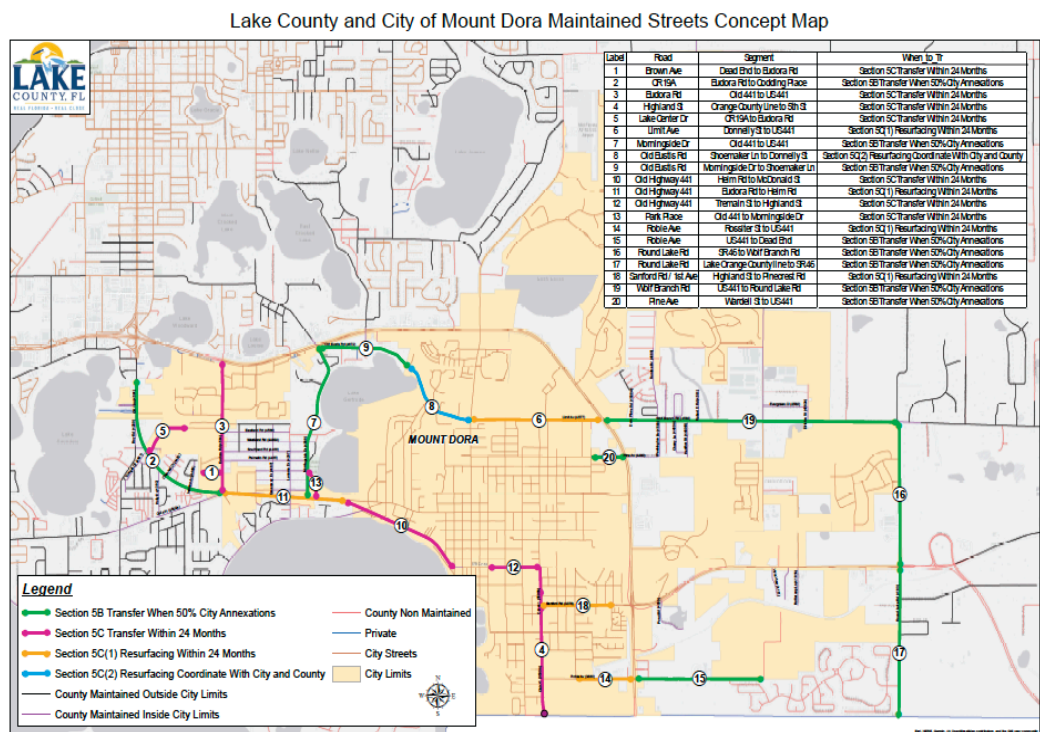
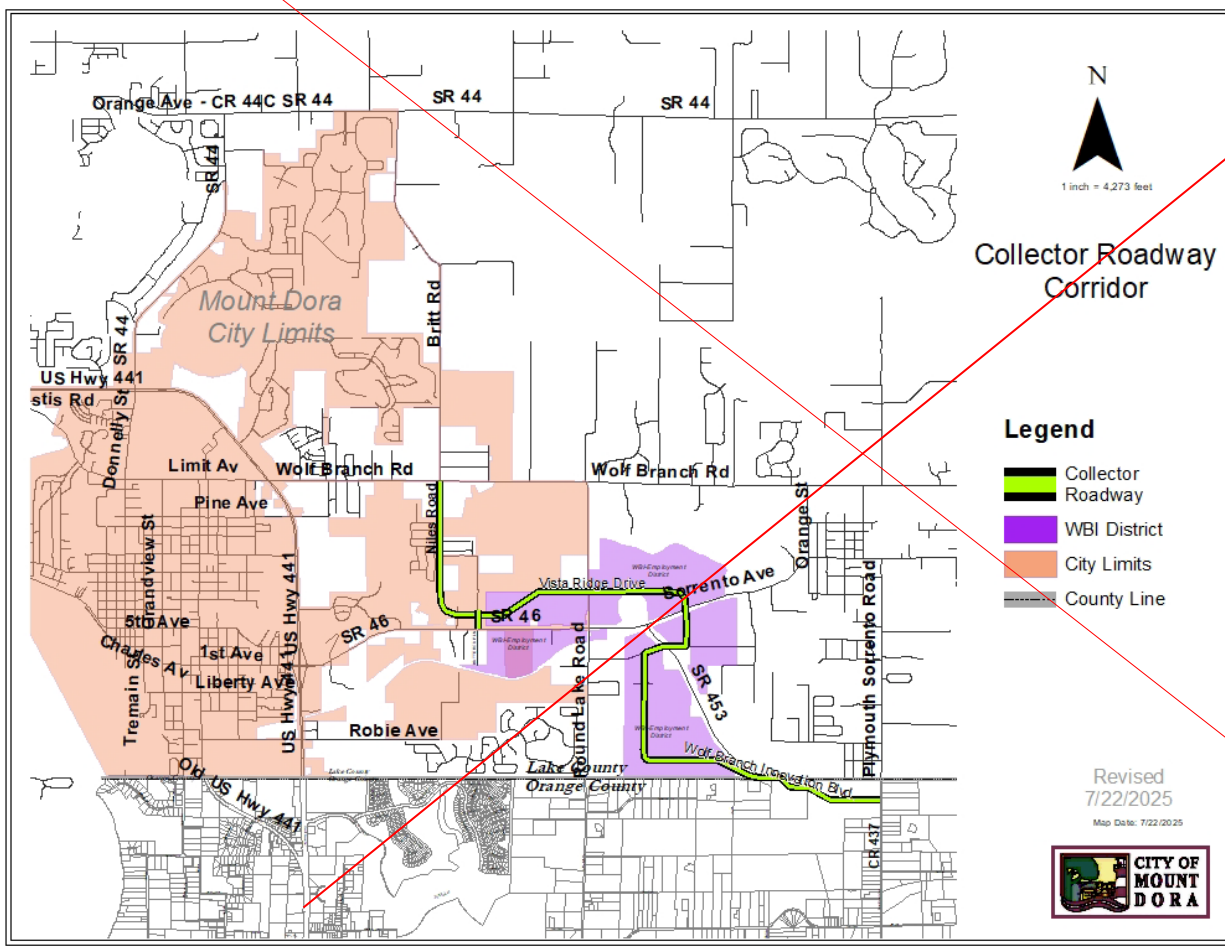
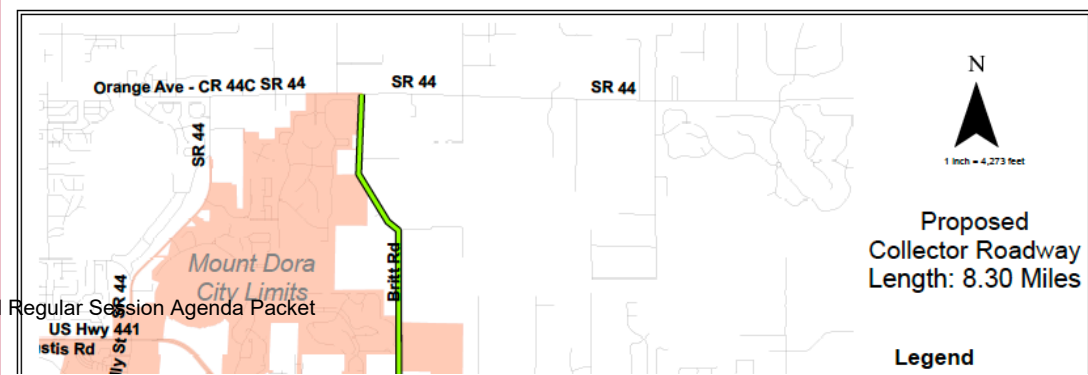


Exhibit "C"
New Collector Roadway Map

Commented [R12]: New map to be provided by City



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

**Exhibit “D”
Employment Center Map**



December 2, 2025 City Council Regular Session Agenda Packet

