



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

Honorable Catherine T. Hoechst
Mayor

Harmon Massey
Vice Mayor

Councilmember Pamela Burtnett
District 1

Councilmember Cal Rolfson
District 2

Councilmember Austin Guenther
District 3

Councilmember Marc Crail
District 4

Councilmember Doug Bryant
At-Large

MOUNT DORA CITY COUNCIL
November 16, 2021, 5:30 PM
City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

ACKNOWLEDGEMENT OF CERTIFIED ELECTION RESULTS

**SHORT RECESS FOLLOWED BY SWEARING-IN OF NEWLY
ELECTED AND RE-ELECTED CITY COUNCIL MEMBERS**

ELECTION OF VICE MAYOR

ROLL CALL WITH NEWLY ELECTED CITY COUNCIL

PRESENTATIONS

PUBLIC COMMENTS

- This is the time for the public to come forward with any comments on any subject related to City business that is not listed on the Agenda.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. If you are part of a group, try to designate a speaker.
- Please address all comments to the Chair.
- Answers to your questions may not be given at the end of your speech. However, your question along with an answer will be placed on the City's website under Frequently Asked Questions within 10 business days.
- We will try to answer your questions at the time asked. However, there may be times we will need to do research prior to providing an answer.

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request approval of Amendment 1 to the Piggyback Agreement with Seminole Office Solutions, authorization for the City Manager

to cause the issuance of a purchase order for lease of the equipment set forth in Attachment 1, in accordance with the Piggyback Agreement with Seminole Office Solutions and authorization for the Mayor or designee thereof to execute the Customer Service Agreement for lease of said equipment with Seminole Office Solutions.

ACTION ITEMS

1. Request adoption of Resolution No. 2021-122, Application for African-American Cultural and Historical Grant
2. Request adoption of Resolution No. 2021-127, FY 2020-21 Year End Budget Amendment
3. Discussion/action related to Start Time for City Council Meetings

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Approval of First Reading of Ordinance No. 2021-07, Annexation for Route 46 Properties, LLC (33.38 acres)
2. Approval of Single Reading (Final) Ordinance No. 2021-08, Small-Scale Future Land Use Map Amendment for Route 46 Properties, LLC
3. Request adoption of Resolution No. 2021-44, Preliminary PUD Route 46 Properties, LLC
4. Approval of First Reading of Ordinance No. 2021-20, Annexation for FRB Properties, LLLP (1.77 acres)
5. Approval of Single Reading (Final) Ordinance No. 2021-21, Small-Scale Future Land Use Map Amendment for FRB Properties, LLLP
6. Approval of First Reading of Ordinance No. 2021-22, Change in Zoning FRB Properties, LLLP

BOARD APPOINTMENTS

1. Advisory Board Appointments

CITY MANAGER

1. Lobbyist Update

2. City Manager's Report

CITY ATTORNEY'S REPORT

1. Sunshine Law/Public Records Refresher

COMMUNICATIONS AND REPORTS

- Council Member John Cataldo
- Council Member Doug Bryant
- Council Member Austin Guenther
- Council Member Marc Crail
- Council Member Cal Rolfson
- Council Member Nate Walker
- Mayor Crissy Stile

FUTURE MEETING DATES

- December 7, 2021, 5:30 PM, Regular Session
- December 21, 2021, 5:30 PM, Regular Session
- January 4, 2022, 5:30 PM, Regular Session
- January 18, 2022, 5:30 PM, Regular Session

ADJOURNMENT

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

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



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Request approval of Amendment 1 to the Piggyback Agreement with Seminole Office Solutions, authorization for the City Manager to cause the issuance of a purchase order for lease of the equipment set forth in Attachment 1, in accordance with the Piggyback Agreement with Seminole Office Solutions and authorization for the Mayor or designee thereof to execute the Customer Service Agreement for lease of said equipment with Seminole Office Solutions.

Introduction:

This is a request for City Council to approve a piggyback of the Seminole Office Solutions - Brevard County Schools contract for "Multi-Functional Copiers and Related Services" and authorize the Mayor to execute a three-year lease agreement for thirteen new copiers.

Discussion:

As approved by City Council on December 18, 2018, the City of Mount Dora has leased copiers from Seminole Office Solutions based on a piggyback of their Brevard County Schools contract #14-P103-WH for "Multi-Functional Copiers and Related Services." The current leases expire December 17, 2021. City staff are very pleased with the Toshiba copier equipment and wish to continue with the Toshiba brand. To ensure a cost effective approach, Seminole Office Solutions has proposed our continued use (piggyback) of their Brevard County Schools contract #14-P103-WH (Exhibit "A") for the new three-year copier lease.

Under the Brevard County Schools contract, Seminole Office Solutions offers a total monthly equipment lease cost of \$3021.60.00 for the thirteen copiers needed. This results in an annual equipment lease amount of \$36,259.20 and a total three-year amount of \$108,777.60. This competitively bid contract allows flexibility for equipment selection, group pricing, bundled service program and strong protection for performance. This contract also allows for additional copier units to be added upon request from the City. A maintenance service program at a cost of \$1120 per month for all thirteen copiers will provide all parts, toner, supplies, labor, PM kits and on-site services on an as-needed basis. Exclusions to the maintenance service program are copypaper and staples. The maintenance service program cost of \$1120.00 in total for thirteen units is \$400-

\$600 per month less compared to the current maintenance service program utilized. This program also includes 25,000 B&W copies and 25,000 Color copies per month. These quantities are based on usage over the past three years and are pooled for use across all copier units.

A copy of the new copier quotes, equipment lease pricing and maintenance service program cost is included in Exhibit "B" as attached.

Budget Impact:

This is part of the approved Fiscal Year 2021-2022 budget under the operating Funds 001, 117, 123, 410, 421 and 440.

Strategic Impact:

Ensure a reliable continuity of product and service at a competitive price and enable departments access to reliable equipment.

Recommendation Request approval of Amendment 1 to the Piggyback Agreement with Seminole Office Solutions, authorization for the City Manager to cause the issuance of a purchase order for lease of the equipment set forth in Attachment 1, in accordance with the Piggyback Agreement with Seminole Office Solutions and authorization for the Mayor or designee thereof to execute the Customer Service Agreement for lease of said equipment with Seminole Office Solutions.

Attachment(s):

1. Attachment 1 - Copier Lease Information_Redacted
2. Amendment 1.Seminole Office Solutions.SGS
3. Exhibit A - Seminole Office Solutions- Brevard County School Board Solicitation-Contract

Prepared by: douglasm douglasm, Purchasing Manager

Reviewed by: John McKinney, Finance Director
Sherry Sutphen, City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 11/9/2021

Approved - 11/12/2021

Approved - 11/12/2021

Approved - 11/12/2021

Final Approval - 11/12/2021



ES 4515AC quote

ATTACHMENT #1

September 27, 2021

City of Mt. Dora
Various Locations

Contract: Brevard County Schools: 14-P103-WH
Re: Fleet upgrade



Picture may not exactly match
configuration recommended

Purchase Order Must Be Issued To: **Seminole Office Solutions**
762 Big Tree Drive
Longwood, FL. 32750

Prod. Code	Description	36 mo. rental
e-STUDIO4515ac	45PPM Color Copier	
MR4000	300 sheet DSDF	
MJ1042	Inner Finisher/Stapler	
MJ6011	Hole Punch (For MJ1042)	
KD1059LT	2,000 sheet Large Capacity Feeder	
GD1370	Fax Board	
PWRFLTR-XGPCS15D	NEXT GEN POWER FILTER; 120V-15 AMPS	
	Total	\$205.80

10 units

2,058.00

Quote is valid for 90 days from date above...

Includes all applicable taxes

This is full color-copy/print/scan

PO must state the lease term and the contract number shown above.

Toshiba e-Studio 4515AC features: Copy/Print/Scan

45- b/w or color copies/prints per minute

up to 240 images per minute scanning, color or b/w

2 Universal paper trays; 2000 page Large Cap Tray

Space saving stapler/ finisher with hole-punch

** Parks unit includes Booklet Finisher **



TOSHIBA

LANIER

EPSON
EXCEED YOUR VISION

Authorized Reseller
square9
softworks

PaperCutMF

762 Big Tree Drive | Longwood, FL 32750

office 407.830.7950 | fax 407.830.1399 | web www.sosfla.com



Supply & Service Plan:

This service plan is part of the rental/lease and should be listed as separate line item with the equipment PO.

Includes all supplies, parts, labor, toners (black) and color toners & drums;
all travel and everything the units require except paper and staples.

Service will be revised based upon new volume requirements projected for 2021 and 2022. Projected savings of about \$600 monthly.

Please list separate line items for each charge and the PO must have the State of Florida Contract Number and the 36 month or 48 month Lease Term on the PO

Price quoted includes network setup and installation onto your network, additional support can be provided. IT technical support will be required at time of network integration from the City of Mt. Dora. We have a proven track record for IT support, great service and support with many Central Florida municipalities.

I look forward to serving your department with this important business tool.

Steve Howard
Government Account Manager
Seminole Office Solutions
(407) 830-7950 X151



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5516AC quotation

September 27, 2021

City of Mt. Dora
Finance, Police Chief, Planning Dept

Contract: Brevard County Schools: 14-P103-WH
Re: Fleet upgrade



Picture may not exactly match
configuration recommended

Purchase Order Must Be Issued To: **Seminole Office Solutions**
762 Big Tree Drive
Longwood, FL. 32750

Part Number	Item Description	36 Month
e-STUDIO5516AC	55P/65 PPM Copier - 2 Tray w/ Tandem Tray	
MP2502B	2500 Sheet Large Capacity Feeder	
MJ1111B	50 Sheet Stapling Finisher	
KN1103	Finisher Rail	
MJ6106N	Hole Punch Unit for MJ1111 & MJ1112	
GD1370N	Fax Unit	
Power Filter (surge protector)	PWRFLTR-XGPCS20D	
	Total	\$ 321.20 ea.

This is full color-copy/print/scan
Includes any applicable taxes
PO must state the lease term and the contract number shown above.
Toshiba e-Studio 5506ACc features: Copy/Print/Scan
65- b/w or 55 color copies/prints per minute
300 sheet Document Feeder, Dual Scan
(2) 540 sheet universal trays
(1) high-capacity tray for 2320 letter size sheets
G3 Fax with fax forwarding and PDF conversion
Scan to email, scan to folder, scan to USB



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SEMINOLE
 OFFICE SOLUTIONS

762 Big Tree Drive
 Longwood, Florida 32750

CUSTOMER SERVICE AGREEMENT

BILL TO				EQUIPMENT LOCATION			
City of Mount Dora, Florida				City of Mount Dora, Florida			
CUSTOMER NAME				CUSTOMER NAME			
PO Box 176				Various Locations- see Schedule A			
ADDRESS				ADDRESS			
		Accounts Payable				Marilyn Douglas	
ROOM/SUITE #		CONTACT		ROOM/SUITE #		CONTACT	
Mount Dora		FL 32757		Mount Dora		FL	
CITY		STATE ZIP		CITY		STATE ZIP	

10/12/21		352-735-7100		douglasm@cityofmountdora.com	
DATE	PO NUMBER	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS	CONTRACT #

QUANTITY	EQUIPMENT DESCRIPTION		SERIAL NUMBER	AMOUNT
10	Toshiba ES4515AC- see schedule A			1120.00
3	Toshiba ES5516AC- see schedule A			
SYSTEM ID#	BEGINNING METERS			
	BLACK		COLOR	SUB-TOTAL
CUSTOMER SERVICE AGREEMENT OPTIONS			ZONE (CHECK ONE)	ZONE CHARGES
EXW EXTENDED WARRANTY	☐	EBPS EVERYTHING BUT PAPER & STAPLES	☒ I (0-25MI.) ☐ II (26-50MI.) + 10% ☐ III (50+ MI.) + 20%	TOTAL
BLACK	INCLUDES 25,000 IMAGES PER Month .0059 PER IMAGE EXCESS		% SALES TAX	
COLOR	INCLUDES 25,000 IMAGES PER Month .039 PER IMAGE EXCESS		GRAND TOTAL	
BILLING CYCLE	MONTHLY ☒ ANNUAL ☐	QUARTERLY ☐ OTHER ☐	SERVICE RATE PER	Mo ☒ QTR ☐ YR ☐
DATES OF AGREEMENT		THIS CSA RUNS FROM		UNTIL
This is NOT a bill. You will receive an invoice.				

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I HAVE READ AND AGREE WITH ALL THE TERMS AND CONDITIONS ON THE FRONT AND REVERSE OF THIS AGREEMENT.

The person executing this Agreement on behalf of the Customer represents and warrants that he/she is duly authorized to legally bind the Customer and that the Customer has duly authorized him/her to execute this Customer Service Agreement on behalf of the Customer.

AUTHORIZED
SIGNATURE

PRINT
NAME

TITLE

DATE

SOS SALES
REPRESENTATIVE Steve Howard

SOS MANAGEMENT
APPROVAL

DATE

THANK YOU FOR YOUR BUSINESS

TERMS AND CONDITIONS

1. GENERAL

This Customer Service Agreement (hereinafter referred to as CSA) between SEMINOLE OFFICE SOLUTIONS (hereinafter referred to as SOS) and Customer's Name appearing on the front of this agreement (hereinafter referred to as Customer) shall be in effect for a period of twelve (12) months from the starting date on the front of this agreement, unless the term shown on the front varies. The rate for this CSA shall be the total of the rates for each individual item listed under Equipment Description plus any other charges appearing on this agreement. Unless notified in writing by the Customer or SOS 30 days prior to the renewal date of this agreement, the CSA will automatically renew for another 12 month period. A rate adjustment may be applied annually upon renewal. The Customer's obligation to pay all charges listed during any term of this agreement shall survive any termination of this agreement; this obligation will be based on current base charges and/or average image volumes. Any consumables that are included in a CSA Plan are subject to nominal shipping and handling fee.

2. PAYMENT

Payment is due annually in advance for the Extended Warranty Plan. Base CSA charges are billed in advance and copier meter/image usage charges are billed in arrears for EBPS Plans or as indicated on the front of this CSA. It is the policy of SOS not to accept equipment that has not previously been maintained by SOS service technicians until such equipment has been inspected and if necessary, brought up to proper operation standards by SOS at the normal charges for such necessary inspections and repair. If payments for charges under this agreement are more than 30 days past due SOS has the right to refuse service and supplies until the account is brought current. All supplies for the EBPS covered equipment remain the property of SOS and may be recovered by SOS for non-payment or cancellation of any term of this agreement. SOS reserves the right to conduct supply audits without prior notification.

3. PREVENTIVE MAINTENANCE

The service provided under the terms and conditions of this agreement shall include Preventive Maintenance Inspections (PM). PM's may be made in conjunction with a routine or emergency service call by SOS service technicians. All service calls made under the terms and conditions of this agreement shall be made between the hours of 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

4. CSA PLANS: (as indicated on front)

EXTENDED WARRANTY-EXW

The extended warranty for fax machines, typewriters, scanners, shredders, printers and other miscellaneous equipment includes all parts and on-site labor necessary to maintain covered equipment in optimum operating condition. It excludes all consumables (ribbons, correction tape, oil, etc.) imaging units (drums), toner, type elements, shredder motors, cutter heads, bags, film ribbons, ink, inkjet print heads, etc.

EVERYTHING BUT PAPER & STAPLES- EBPS

The EBPS CSA for copiers includes all consumables, parts, on site labor, travel, and supplies (including drums, color/black toner & developer, rubber feed tires, belts, fusers) necessary to maintain covered equipment in optimum operating condition. Unless stated on the front of this agreement, it excludes only staples and paper.

These CSA Plans do not cover:

- Service necessitated by the malfunction of Non-Original Manufacturer's Equipment parts supplies, attachments, or supplies not authorized by SOS.
- Repairs or cleaning necessitated by customers' improper installation of toner, developer, or foreign agents.
- Hardware which may become broken, lost, or damaged due to customer abuse or negligence including: doors, covers, hinges, operation panel, stands, wheels, castors, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, etc.
- Exterior or add-on copy counting or monitoring devices (i.e. Hecon, Abaddon, Copyguard, and Memo System).
- Major in-shop rebuilding for machines that have exceeded their manufacturer recommended life.
- Circuit board failures unless an UL1449 or other SOS approved surge protection device is installed in-line with the listed equipment.
- Support of any network related function not directly involved with the walk-up copying or walk-up fax process. (i.e., print, scan, email, network fax, etc.) A separate Network Support Agreement (NSA) or per hour professional services may be purchased for these services.

5. GUARANTEE

SOS guarantees to maintain listed new equipment in optimum operating condition for a period of five (5) years or 2,000,000 copies (whichever occurs first) and listed used equipment for one (1) year or 1,000,000 copies (whichever occurs first) as long as equipment is covered by one of the above CSA plans continuously during this period. This guarantee is void if CSA is not renewed.

6. RETROFITS

SOS shall also provide, without additional charge, any retrofits made available to SOS by manufacturers and deemed necessary for the proper operation of covered equipment. All retrofits made available to SOS by manufacturers and considered optional (such as field upgrades or additional accessories) shall be billed to Customer at the appropriate rate for such retrofits if the Customer authorizes such retrofits to be made to covered equipment. Addition of such retrofits or accessories may increase the annual rate for covered equipment and will be billed at the time of completion of the retrofit.

7. LOANERS

When a covered system is expected to be out of service for a period of 48 hours or more, SOS may, at its discretion, provide the Customer a loaner machine at no additional charge. The loaner may not necessarily be the same make or model as the covered equipment however SOS will attempt to provide comparable features and capabilities.

8. SCANNING

All scans made by the equipment (digital copier model) will be charged at the rate of .0019 per scan. This will allow SOS to maintain the Automatic Document Feeder. These charges may be billed at different intervals.

9. ZONES

All calls made under the terms and conditions of this agreement shall be made on the premises of the Customer or, if the Customer so chooses, he may bring the covered equipment to SOS for repair. Should covered equipment be moved to a location in a more distant zone, the annual rate for the covered equipment shall be adjusted according to the schedule on the front of the agreement.

10. MISUSE/ABUSE

This agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, fire, water, electrical power failure or surges, moving of equipment not performed by SOS; any other casualty or act of God or to repairs made necessary by service performed by other than SOS service technicians. Charges for repair or replacement due to any of the aforementioned shall be billed at normal rates to the Customer.

11. TRANSFER/REBATE

This agreement includes all applicable local, state or federal taxes. This agreement is not transferable. This agreement covers only the equipment described on the front of this agreement or attached sheets (if necessary) and does not include any accessories not listed herein. Should the Customer upgrade systems with SOS, the unused portion of this agreement shall be credited to the Customer based on elapsed time or used copy volume, whichever is greater. This agreement constitutes the entire agreement between SOS and the customer.

Customer Initials: _____



DELIVERY & ACCEPTANCE CERTIFICATE

By signing this Certificate, you, the Customer identified below, agree:

- A) That all products described in the Lease Agreement ("Agreement") identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Agreement; and
- B) That we, **CIT Bank, N.A.**, are authorized to purchase the Equipment and start billing you under the Agreement.

Agreement No. 1798973

Customer Name: City of Mount Dora, Florida

Authorized Signature

X

Title

Date

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE CITY OF MOUNT DORA AND SEMINOLE OFFICE SOLUTIONS**

THIS AMENDMENT made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as CITY and SEMINOLE OFFICE SOLUTIONS, 762 Big Tree Drive, Longwood, Florida 32750, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, on December 18, 2018, the CITY approved a Piggyback Agreement with the CONTRACTOR to provide Multi-function Copiers and Related Services, stemming from Brevard County School Board RFP 14-P-103-WH (Agreement); and

WHEREAS, Brevard County School Board approved a term extension through May 13, 2024; and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement to allow for an extension.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the CITY and the CONTRACTOR is amended as follows:

1. Section 1, Term, is hereby amended to extend the term of the Agreement through and including May 13, 2024.
2. Section 2, Products and Pricing, is hereby amended to replace the Cooperative Contract attachment with **Exhibit “A”** attached hereto.
3. The Agreement is hereby amended to include the following additional provisions:

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: JESSICA BURNHAM
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
BURNHAMJ@CITYOFMOUNTDORA.COM

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

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>.

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.

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

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

4. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the ____ day of _____, 2021.

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jessica Burnham, City Clerk

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

Sherry G. Sutphen, City Attorney

CONTRACTOR

By: Diane Willcox
Print: Diane Willcox
Title: President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Diane Willcox, as President, of Seminole Office Solutions Inc, 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 11 day of November, 2021.

(stamp)

Ruth Durand
NOTARY PUBLIC, State of Florida



Ruth Durand
Comm. #HH029483
Expires: Aug. 6, 2024
Bonded Thru Aaron Notary

Exhibit “A”
Cooperative Contract

SUBMIT TO: The School Board of Brevard County, Florida Office of Purchasing & Warehouse Services, Pod 8, Room 802 2700 Judge Fran Jamieson Way Viera, FL 32940-6601			REQUEST FOR PROPOSAL AN EQUAL OPPORTUNITY EMPLOYER www.brevardschools.org Date issued: March 7, 2014	
CONTACT PERSON: Wil Henzmann, Buyer Telephone #: 321-633-1000 ext. 623 Fax #: 321-633-3618				
TITLE: Multi-Function Copiers and Related Services			NUMBER: 14-P-103-WH	SUBMITTAL DEADLINE: April 1, 2014
PRE-PROPOSAL CONFERENCE - DATE, TIME AND LOCATION: March 13, 2014 9:00 AM - Food Services Conference Room - 714A 2700 Judge Fran Jamieson Way, Viera, FL 32940			<i>SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED</i>	
FIRM'S "LEGAL" NAME (As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements within this RFP.):			Florida Division of Corporation Document Number:	
MAILING ADDRESS:			I hereby certify that I have read and understand the requirements of this Request for Proposal and that I, as the respondent, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. X _____ Authorized Signature _____ Typed Name _____ Title _____ Date _____ _____ Email Address	
CITY - STATE - ZIP:				
TELEPHONE NO:				
FAX NO:				
FEDERAL ID NO. OR SOCIAL SECURITY NO.				
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE GENERAL CONDITIONS AND INSTRUCTIONS **** PLEASE READ CAREFULLY ****				
Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School Board of Brevard County, shall contact the Office of Purchasing & Warehouse Services at 321-633-1000, at least five (5) days prior to the scheduled opening or meeting.				
1. SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the School Board of Brevard County Office of Purchasing & Warehouse Services prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Office of Purchasing & Warehouse Services after the specified date and time will not be considered. Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified. 2. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed. 3. OPENING: The bid/proposal shall be opened at the date, time and place mentioned in solicitation/invitation, as it may be amended in the sole discretion of the School Board. Pursuant to subsection 119.071(1)(b) Florida Statutes (2011) sealed bids, proposals or replies received by the School Board pursuant to a competitive solicitation are exempt from the Public Records Act (Chapter 119) and Section 24(a), Article 1 of the Florida Constitution until such time as the School Board provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier. If the School Board rejects all bids, proposals or replies submitted in response to a competitive solicitation, and the School Board concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals or replies				
remain exempt until such time as the School Board provides notice of an intended decision concerning the competitive procurement process or until it withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals or replies. 4. PUBLIC RECORD: The School District is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081 and subsection 119.071(1)(c), Florida Statute shall be exempt from disclosure. 5. CLARIFICATION/CORRECTION OF ENTRY: The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. 6. INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors. No interpretation shall be considered binding unless provided in writing by the School District Office of Purchasing & Warehouse Services in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered. 7. INCURRED EXPENSES: This invitation does not commit the School Board to make an award nor shall the School Board be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.				

8. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the School District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.
9. **ADDITIONAL TERMS & CONDITIONS:** The School Board reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
10. **TAXES:** The School Board of Brevard County is exempt from Federal and State Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012621745C-3. Vendors or Contractors doing business with the School Board of Brevard County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.
11. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
12. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
13. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the School Board to meet fully the salient characteristic requirements listed in the specifications.

Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the School Board and will be based on information furnished by the offeror. The Office of Purchasing & Warehouse Services is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Office of Purchasing & Warehouse Services. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Office of Purchasing & Warehouse Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the School Board would be binding itself to purchase by making an award.

14. **SAMPLES:** When required, samples of products shall be furnished with response to the School Board at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS AND VENUE:** All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Brevard County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by

jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

17. **ASSIGNMENT:** The Bidder shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Superintendent. In the event of any assignment, the Bidder remains secondarily liable for the performance of the Contract, unless the Superintendent expressly waives such secondary liability. The Superintendent may assign the Contract with prior written notice to Bidder of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by Bidder or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in Bidder, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Bidder. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Bidder; (3) sale of common stock of Bidder pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Bidder; (4) transfer of any interest in Bidder in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in Bidder in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
19. **INDEMNIFICATION OF SCHOOL BOARD**
During the term of this agreement, the Contractor shall indemnify, hold harmless, and defend the School Board of Brevard County, its officers, agents, servants, and employees from any and all costs and expenses, including, but not limited to attorney fees, investigative and discovery costs, court costs, settlements, court/jury awards, punitive damages, special damages, etc. until the termination of the claim or until the termination of litigation whichever comes first; and any and all other sums which the Board, its agents, servants, and employees may pay or become obligated to pay on account of any, all, and every claim or demand, or assertion of liability arising from, as the result of, or out of the products, goods, or services furnished to the School Board by the Contractor, its agents, servants or employees, or any of the Contractor's equipment in operation or equipment parked or stored on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, intentional acts, or death of any person, group or organization, whether employed by the Contractor or the Board or otherwise. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the School Board of Brevard County harmless for liability for any negligence on the part of the School Board until both the Contractor and Board agree that the School Board was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both parties may be engaged to settle this dispute.
20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the School Board. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved. The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise

- use, and to authorize other to use, for SFA purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 7 CFR 3016.36(i) (9) The SFA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for SFA purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 7 CFR 3016.36(i) (8).
21. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the School Board to provide training to School Board personnel in the operation and maintenance of any item purchased as a result of this invitation.
 22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the respondent.
 23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
 24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the invitation/offer.
 25. **AWARD:** As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a district wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.
 26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the respondent being removed from the School Board Bid list and the /respondent being disqualified from doing business with the School Board for a period of time to be determined on a case-by-case basis.
 27. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
 28. **GENERAL INFORMATION ABOUT THE DISTRICT:** The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity controlled and operated by District school officials in accordance with Chapter 1001, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies which govern the District's schools and departments. The Superintendent of Schools is responsible for the administration and management of the schools and departments within the applicable parameters of state law, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District per Florida Statutes as prescribed by the State Board of Education.
 29. **UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School Board of Brevard County for any terms and conditions not specifically stated in this Invitation to bid.
 30. **AVAILABILITY OF FUNDS:** The obligations of the School Board of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.
 31. **NO CONTACT:** Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School District staff, other than the designated Buyer, and School Board members, the Superintendent, or School District staff, other than the designated Buyer, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about potential contracts with the School Board once an Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Such communication with any party other than the designated purchasing agent shall be prohibited until the School Board has awarded the competitive solicitation. Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.
 32. **DISTRICT DEMOGRAPHICS:** The District is coterminous with Brevard County. The District currently operates 85 schools including 57 Elementary Schools, 12 Middle Schools, and 16 High Schools. The District is also responsible for 19 alternative sites/special centers and 9 Adult/Community Education Centers. The total full-time K-12 enrollment of public school students on October 15, 2010 was 69,459. In 2010, according to the National Center of Education Statistics, the District was reported as the 10th largest school district in the State of Florida and the 47th largest school district in the United States, as ranked by student population. The District is the largest employer in Brevard County with approximately 9,000 full-time employees.
 33. **SUSPENSION OF VENDORS:** When a vendor has been found to be non-compliant with a contract, the Director of Purchasing or designee shall issue a letter to the vendor that identifies the issues and gives reasonable notice to correct. If the identified issue warrants immediate suspension or if the vendor continues to fail to perform in accordance with the contract terms, the Director of Purchasing may suspend the vendor for a period of up to 180 days where the vendor may not participate in any new business with the School District. The vendor may appeal the suspension to the Superintendent or designee within ten (10) business days of the receipt of the notice of suspension. Upon continued non-compliance with a contract or multiple contracts, the Director of Purchasing may recommend to the School Board to find the vendor in default. Whenever the School Board finds a vendor to be in default of a contract which the vendor has been previously awarded, then the vendor will be removed, for a period of up to two years, from all bid lists and will not be considered for any new awards during this period. At the end of this period, the vendor may re-apply for inclusion on bid lists and may be considered for any new awards.
 34. **SCHOOL BOARD RULES, POLICIES AND PROCEDURES:** The rules, policies and procedures of the Superintendent and the School Board are binding on the parties. Specifically, the Vendor is bound to understand the limitations on the staff of the School District with whom the Vendor or its consultants, subcontractors and agents/employees may deal. Personnel of the School District are unauthorized to change the scope of work or to authorize any modification to the contract unless there is a specific policy, procedure or rule of the Superintendent or School Board that expressly confer such authority. All procedures, rules and policies concerning change orders are binding upon the Vendor and the Vendor is presumed to have read and understood all applicable policies, procedures and rules of the Superintendent and School Board.
 35. **OTHER AGENCIES**
 - A. All respondents awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s), permit any school board, community college, state university, municipality or other governmental entity, to include Public Charter Schools to participate in the contract under the same prices, terms and conditions.

B. Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).

36. **DAVIS-BACON ACT (34 CFR 80.36(i)(4)):** All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of \$2000 awarded by the District and sub-grantees when required by Federal grant program legislation).
37. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:** In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School Board determine that the conditions set forth in Section 287.135(4) are met.

THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS,
TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER
AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD

1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals to furnish Multi-Function Copiers, Supplies and related Services for the use of The School Board of Brevard County, Florida (School Board).

2.0 SCOPE OF GOODS AND SERVICES

2.01 Intent

The intent of this Request for Proposal (RFP) is to establish a contract for networked multifunctional copiers on a single fixed cost per-copy basis to replace all current equipment. All copiers shall be networked, and have the capacity to print, scan, scan to desktop, scan to email, fax, and meet all requirements included in this RFP.

2.02 Background

The School Board of Brevard County is the 48th largest school district in the nation and is the 10th largest in Florida. The total full time enrollment of public school students is over 72,000. The School Board employs 9,500+ full and part-time staff members. Schools and support facilities (hereinafter referred to as "site(s)") are housed throughout the School Board's geographic topology of 72 miles, north to south, by 26 miles, east to west. The School Board's 85 schools and numerous administrative facilities and departments have approximately 415 copiers placed throughout, currently on a per machine with minimum contract with Canon Solutions America.

2.03 Copy Volume

The copy volume per year is anticipated to be approximately 95,000,000 which correlates to an average of 7,900,000 copies per month. This is only an estimate and there is no minimum guarantee regarding the exact number of copies for this contract and the District will not accept any stipulations regarding a minimum or maximum number of copies per machine per month or per year.

2.04 Equipment Ownership

Equipment placed under this contract will remain the property of the awarded firm. The awarded firm shall assume all responsibility for loss or damage to the copiers provided, except for loss or damage caused by negligence or willful acts.

2.05 Cost

The cost per copy shall include: equipment, all supplies (except paper), parts, service, training, and all other items necessary to set-up, connect and operate equipment and produce good quality copies, including, but not limited to, software, hardware, networking functions, and everything necessary to meet all operational requirements listed herein.

There shall only be a single fixed cost per copy. No minimum, restrictions, or cost shall be charged.

For billing purposes, each time the machine "clicks" this will equal one copy. For example, two sided copying would equal two "clicks". There shall be no additional "click" or charge for making copies of larger pages such as 11" x 17" size copies. There shall be no "click" or other fee for scanned or faxed documents which do not produce a physical document.

2.06 Billing

All schools and departments have 4-digit cost center code and the copier(s) for each location are listed under this number. Under the new contract, the District will require this format on all invoices. The meter reads must be collected for each machine electronically or by the vendor's project managers. District staff will not manually collect the meter reads.

2.07 Copier Equipment

Copiers proposed must be new and currently in production. New equipment is defined as newly assembled equipment that is factory produced and has been assembled for the first time which contains new components that have been fully inspected, tested and fully meets product performance and reliability specifications.

- A. Equipment delivered during the initial start of the contract must be newly serialized and the District must be the first user of the copier.
- B. Copiers shall be capable of performing all functions required in this document.
- C. Copier models bid shall include all features, including those which may be considered as optional, which are required to copy, automatically feed, collate, staple, scan to desktop, scan to email and fax, and provide network capabilities.
 - It is understood that some items listed as options on a device or spec sheet are there because of an "either or scenario". In an "either or scenario", we would require the option of selecting any accessories or optional items on a per copier basis.
 - It is understood that a single copier may not be able to have everything operational at the same time but if the District selects an option or accessory, it must be provided at no additional cost.
- D. All equipment shall have:
 - Automated meter read functionality. In any case where the automated meter read is not functional for any reason, the awarded vendor shall have their staff manually retrieve the meter read each month.
 - Data Overwrite Security Systems and include the ability to overwrite the entire hard drive after every copy, print and scan job.
 - IP Capabilities with Windows 7 and Windows 8 Printer Drivers to network.
 - Scan capability with LDAP lookup to active directory for direct email of scanned documents.
 - Support of multiple file formats including JPEG, multi-page TIF and PDF.
 - Scan feeder auto-senses that include: letter, legal and tabloid for mixed scanning batch and scanner auto-sizes trimming scanned area to actual page size
 - Paper capacity of up to 11" X 17".
 - Compatibility with using recycled paper, up to and including 100% Post-Consumer Waste paper.
 - Standard user ID capability to differentiate users for billing purposes at no additional charge. Copiers at some locations may need the ability to identify department or individual usage. The billing for each copier will need to be linked to a 4-digit cost center number not a user ID.
 - All accessories and optional items listed for a copier model on the manufacturer's specification sheet and/or the Buyers Laboratory literature shall be included in the copiers installed for this account.
 - T.38 fax relay standard functionality.
 - There shall be no additional fee for any feature or function of the copiers.
 - Able to create scan images in color or grayscale.
 - Image resolution must be 200 dpi or higher.
 - Scanner speed should be greater than or equal to 30 pages per minute.
 - Scanner feeder capacity 35 pages or higher.

2.08 Equipment Reliability

Machines which continually require an excessive number of services calls shall be reported to the District's Contract Administrator for review of compliance. This may result in a request for machine replacement. Any such issues shall be resolved to the District's satisfaction within no more than ten (10) calendar days. Any equipment that is removed because of poor performance shall not be placed at any other location within the School District

2.09 Supplies

Cost per copy shall include all supplies, except paper. There shall be no cost to the District for any supplies. The awarded vendor shall provide a toll-free phone or fax number and an email address for schools and departments to place supply orders unless copiers have an automated supply reorder function. There shall be no restrictions as to the quantity of supplies ordered by any school or department. Supplies must be delivered in a timely manner and all orders must include inside delivery. At the end of the contract period, the vender will be responsible for collecting all unused supplies from each location.

2.10 Service/Repairs

Successful submittals shall include a toll-free phone and an email address for service calls. This must include providing confirmation to the requestor that the service call request has been received. A properly trained service technician shall be on-site responding to service calls within four (4) business hours after a call is placed, unless school/department office hours prohibit the technician from doing so.

This requirement excludes Saturdays, Sundays, and School District designated holidays. Service technicians should have work schedules to provide service to schools and departments during all normal school and department hours. The District's calendar is available on the District's web site. Awarded vendor shall maintain a local inventory of parts sufficient to make timely repairs for all copy machines placed under this contract. At no time shall it take longer than twenty-four hours to obtain and install a replacement part. A service log shall be included with each copier and shall be maintained by the awarded vendor. The service technician shall fill in the cause of breakdown for each service call.

2.11 Technical Updates

The District shall benefit from any technical updates and the vendor shall install any revisions, alterations, software and additional technical improvements, or necessary modifications, on all units, at no additional cost, to all equipment which is placed at District locations under this contract.

2.12 Substitution and Replacement of Proposed Models

Since technology will evolve over the life of this bid, prior written approval from the District Contract Administrator is required prior to substitution, replacement, or addition of copy machines. The request to add or change a model must clearly state how the proposed model meets the bid specifications. Substitute machines must have an equal or lower overall cost per copy as the originally awarded equipment.

In the event that the substitute machine has lower overall cost, the cost savings shall be passed on to the School District.

Any and all differences must be completely specified prior to the determination of replacement acceptance by the School District.

2.13 District's Request for replacement, moving of copiers or additional copiers

- 2.13.1 Throughout the contract period, the schools or departments have the right to request a copier be replaced or upgraded if there are excessive breakdowns or other issues.
- 2.13.2 Schools and departments may request additional copiers for their location after the initial delivery of copiers and throughout the contract period.
- 2.13.3 Request for additional copiers must be accomplished in no more than 5 working days after a request is made.
- 2.13.4 There shall be no fee for a copier to be moved and the vendor shall be fully responsible for the move.
- 2.13.5 The District staff shall provide a minimum of five (5) business days notice for a copier to be moved.
- 2.13.6 The vendor shall make all arrangements, prepare and process all paperwork for placement, removal and relocation of copiers.
- 2.13.7 Awarded vendor shall identify a representative to receive all requests for additional copiers, copier moves, etc.
- 2.13.8 The awarded vendor shall place, replace, relocate and/or remove copiers when requested by the District at no cost to the District for the duration of the contract.

2.14 Invoices

Submit monthly invoices in an electronic format. Information on each invoice should include:

- Dates Covered
- School or Department Location
- Model # Serial #
- Beginning and Ending Meter Reading
- Number of Copies Made
- Per Copy credit for non-usable copies (number of copies to deduct) Total billable copies
- Cost Per Copy

The District may request changes to the invoice format and information contained in the invoice at any time during the contract.

Prior to the first billing, awarded vendor will provide a sample invoice for approval of format.

Any changes to the approved format during the contract will require prior approval of the District Contract Administrator or Designee.

2.15 Reports

The awarded vendor will be required (upon request) to submit reports to the District. Reports may be requested for service records, copier locations, installation dates, number of scanned pages per month, percentage of time in operation, number and dates of service calls, etc. Reports may need to be on all copiers placed or they may be needed on specific locations or copier models. The District Contract Administrator will work with the awarded vendor whenever any type of report is needed. The District Does not anticipate requiring any reports that would require the vendor to purchase special software.

2.16 Qualifications of Proposer

In order for a proposal to be considered, the proposer must:

1. Have the sale/rental of copy equipment as one of their principal business(s)
2. Have been active in this business for at least three (3) years

3. Include all required documents with proposal submittal
4. Have adequate staff employed to accomplish the transition in the time required
5. Have adequate number of service technicians who are trained on the models of copiers proposed.
6. Provide a copy of an authorized vendor certificate from the manufacturer.

2.17 Service Technicians

Awarded vendor will have a dedicated service technician group assigned to the School District account. Servicing of this account should be their primary assignment. Service technicians shall be assigned to specific schools and departments to better service this account and be familiar with the needs of schools and departments. Awarded vendor shall have no less than ten dedicated service technicians for this account. All service technicians assigned to this account must be factory trained on all copier equipment being offered in this bid submittal, and receive regular training updates as they become available from the original equipment manufacturer. The awarded vendor shall provide a manufacturer's certification on all service technicians who will be assigned to this account. The District requires verification of certification for any technicians added to our account at any time throughout the contract period.

2.18 Account Representative Requirements

Awarded vendor shall have account managers and others assigned to the District's account for the duration of the contract. All staff assigned to this account shall have a minimum of one year with the bidder's firm. Proposers shall provide documentation of compliance with this requirement with your proposal.

The District will schedule periodic meetings with the vendor's account managers assigned to this account to review the contract and address any concerns or issues.

2.19 Delivery and Set-up of Initial Copier Fleet

Anticipated Schedule:

Note: This is tentative and subject to change if deemed necessary by the District. It may be used as a bidder's transition plan.

May 13, 2014 – Contract Award by School Board.

Week of May 13 - Begin meetings with current vendor and awarded vendor to coordinate plan for removal and replacement of copiers.

May 13 – June 2, 2014 – Have regular meetings with awarded vendor's transition team representative and appropriate staff to review status, discuss and resolve any issues, etc. These may be conference calls or face to face meetings at the discretion of the District's Contract Administrator.

June 2, 2014 – Begin removal and replacement of copiers District wide.

July 31, 2014 – Deadline for removal replacement of all copiers throughout the District. The new copiers must be fully operational and training provided to staff.

Copier delivery and set-up can only be done during regular school and office hours. It will not be possible to have access to a campus or offices on the weekends or after school/office hours. The copiers must be delivered with staples, toner, and any other supplies required for operation to last at least one (1) month of normal copying use. The District will be responsible for cable and telephone drops.

2.20 Equipment Delivery

- 2.20.1** The awarded vendor will be responsible for the delivery and off-loading of equipment, setup, software, installation of equipment/accessories/software, network installation, removal of all waste material, training and making all copiers fully operational. The awarded vendor shall also be responsible for the removal and dunnage of all cartons, packaging or trash.
- 2.20.2** Awarded bidder shall be responsible for the protection of all personnel against hazards and/or injuries due to their delivery & set-up of copiers.
- 2.20.3** Awarded Bidder shall correct any and all damage caused by their delivery to the District's satisfaction at no additional cost to the District.
- 2.20.4** Network installation shall include configuration of the equipment for the proper network protocols and installation of the appropriate print drivers.
- 2.20.5** Awarded vendor is responsible for delivery of equipment at no charge to all locations regardless of obstacles.

2.21 Placement of copiers

- 2.21.1** It is expected that the awarded vendor will replace the current copiers with the model closest to what is already in place at each location. Any intentions of not doing so must be approved by the District's Contract Administrator during the planning stage of the transition.
- 2.21.2** If there is ever any disagreement regarding the model to be placed at a location, the final decision will be made by the District's representative.
- 2.21.3** The table below should be used as a guideline. The copier models placed in schools and departments will be jointly determined by the awarded vendor and the District's Purchasing Agent and the District's Purchasing Agent shall have the final approval.
- 2.21.4** The awarded vendor will be responsible for verifying electrical and space requirements and providing any and all hardware and software for the full networking functionality available on each model copier proposed at no additional charge to the District.

2.22 Transition Plan

Vendors shall submit a detailed, written transition plan as part their submittal. This will be used as part of the evaluation process and must confirm to the District's satisfaction that the vendor can fully meet all RFP requirements including the implementation timeframe. This plan shall include as a minimum:

- 2.22.1** Proof that the respondent will have adequate manpower to deliver and set-up copiers to replace the current contractor's equipment prior to July 31, 2014
- 2.22.2** Proof of adequate inventory, including location(s) of inventory
- 2.22.3** Describe your firm's plan for compliance with the required background checks for all employees who will work on this account, including the delivery team for the initial delivery & set-up of copiers throughout the District. All staff involved in the transition shall comply with the Jessica Lundsford Act and the awarded vendor is fully responsible for the cost and ensuring total compliance prior to the transition.
- 2.22.4** Detail how your firm will deliver, set-up, connect copiers and train District staff on operation of copiers
- 2.22.5** Quality assurance program, including how your firm will ensure that equipment delivered to each site has no damage and is ready to be installed and connected
- 2.22.6** Implementation plan in a weekly format

2.22.7 Check list for total implementation

2.22.8 Training schedule for District staff during the transition shall be scheduled with each location at the same time as delivery is scheduled unless a school or department requests a different day. The awarded vendor will work with each location to schedule the delivery & training so as to cause the least disruption.

3.0 SPECIAL TERMS & CONDITIONS

3.01 AWARD TERM

The School Board's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful respondent(s) shall be awarded a contract for an initial five (5) year term with up to one (1) additional five (5) year renewal periods.

The award term recommendation will be that which is determined to be in the best interest of the School Board. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

3.02 RFP CLOSING DATE

Proposals must be received by the School Board of Brevard County's Office of Purchasing & Warehouse Services, 2700 Judge Fran Jamieson Way, Pod 8, Room 802, Viera, FL 32940-6601, no later than **2:00 p.m., local time on April 1, 2014**. Proposals received after this time will not be considered.

3.03 DELIVERY OF PROPOSALS

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

School Board of Brevard County, Florida
Office of Purchasing & Warehouse Services, Pod 8, Room 802
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601

Mark package(s) "**RFP #14-P-103-WH Multi-Function Copiers and Related Services**"

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to the Office of Purchasing & Warehouse Services Pod 8, Room 802 at the above address. To be considered, **a proposal must be received and accepted in the Purchasing Office before the RFP Closing Date and Time.**

*** DO NOT OPEN * SEALED PROPOSAL * DO NOT OPEN ***
SEALED PROPOSAL NUMBER: RFP 14-P-103-WH

PROPOSAL TITLE: Multi-Function Devices and Related Services

PROPOSAL DUE ON April 1, 2014 AT 2:00 P.M.

PROPOSAL ENCLOSED _____ "NO PROPOSAL LETTER" ENCLOSED _____

Deliver To: The School Board of Brevard County, Florida
OFFICE OF PURCHASING & WAREHOUSE SERVICES
2700 Judge Fran Jamieson Way, Pod 8, Room 802
Viera, FL 32940-6601

Cut out the Label above and attach it to your envelope/package

3.04 PRE-PROPOSAL CONFERENCE

- A. A pre-proposal conference will be held at **Food Services Conference Room - 714A 2700 Judge Fran Jamieson Way, Viera, FL 32940** at **9:00 AM** local time **March 13, 2014**. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Office of Purchasing & Warehouse Services, Viera, Florida, (321) 633-1000 at least five (5) days prior to the date.

3.05 PUBLIC RFP OPENING

- A. Only the names of the firms submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Office of Purchasing & Warehouse Services until 30 days after proposal opening date or notice of a decision or intended decision; whichever is earlier, by appointment, (Florida Statute 119.071 (1) (b)).
- B. A complete recap of proposals will be available after the committee makes a recommendation. A copy of the completed proposal recap will be available at www.Demandstar.com within ten (10) days.
- C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Office of Purchasing & Warehouse Services, Viera, FL 32940-6601, (321) 633-1000 ext. 637 at least five (5) days prior to the RFP opening date.

3.06 PROPOSAL FORM

- A. See **Submittal Requirements** for complete details.
****It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information.**
- B. Each respondent shall submit (**Twelve (12)**) complete sets of the Proposal Submittals:
 - **One (1)** hard copy marked "ORIGINAL" with fee structures in a sealed envelope
 - **Eleven (11)** hard copies marked "COPY"
 - **Two (2) COMPLETE electronic copies on CDs, in PDF format (Excel spreadsheets shall not be recorded in PDF). Note solicitation number and name of company on the disk.**

If a Non-disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials".
- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.07 QUESTIONS CONCERNING RFP

- A. Questions concerning any portion of this RFP shall be directed in writing or by e-mail to the Buyer named herein, who shall be the official point of contact for this RFP. Questions should be submitted at least seven (7) days before the closing date.
- B. Mark cover page or envelope(s) **"Questions on RFP #14-P-103 Multi-Function Copiers and Related Services."**
Submit questions to:

Wil Henzmann, Buyer
Telephone: 321-633-1000 ext. 623
Fax: 321-633-3618
E-mail: henzmann.william@brevardschools.org

3.08 CLARIFICATION AND ADDENDA

- A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 321-633-3618) through the Buyer named herein. The School Board will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- B. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the web site at <http://www.Demandstar.com> for any addenda. The District will not mail/fax/email addenda to prospective respondents.**

3.09 FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS

Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered respondents must have an active status in order to be eligible to do business with the School Board. Respondents doing business under a fictitious name, on page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

3.10 AWARD

The School Board reserves the right to award the contract to the respondent(s) that the School Board deems to offer the best overall proposal(s). The School Board is therefore not bound to accept a proposal on the basis of lowest price. In addition, the School Board at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so. The School Board also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the School Board's best interest. The District reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement

cannot be reached with the highest rated respondent, the District reserves the right to negotiate and recommend award to the next highest respondent or subsequent respondents until an agreement is reached.

3.11 ASSIGNMENT

The Respondent shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the School Board. In the event of any assignment, the Respondent remains secondarily liable for the performance of the Contract, unless the School Board expressly waives such secondary liability. The School Board may assign the Contract with prior written notice to Respondent of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by Respondent or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in Respondent, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Respondent. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Respondent; (3) sale of common stock of Respondent pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Respondent; (4) transfer of any interest in Respondent in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in Respondent in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

3.12 CONTRACT

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the School Board may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will be issued; see attached preliminary draft contract. The attached draft contract is the School Board's standard contract and may be revised subject to negotiation between the School Board and the respondent. Content of the final contract may contain changes from the School Board's perspective as a result of the RFP process and submittal(s) received. The final negotiated contract shall include the scope of services as outlined in Section 2.0 of the RFP along with the successful respondent's submittal. School Board contracts are subject to review by the School Board Attorney or designee for determination of legal form and substantive sufficiency
- B. The Superintendent and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee is authorized to make changes to any contract
- C. The School Board shall be responsible for only those orders placed by the School Board on an authorized signed Purchase Order or Price Agreement. The School Board shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Office of Purchasing & Warehouse Services at 321-633-1000 ext. 645.

3.13 DISCLOSURE OF PROPOSAL CONTENT

- A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.

- B. The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School Board shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

3.14 RESPONDENT'S RESPONSIBILITY

A respondent, by submitting a proposal, represents that:

- A. The respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;
- D. The respondent will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit, including five (5) years thereafter.

3.15 PAYMENT TERMS

- A. The School Board will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the School Board will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service, and a properly completed invoice, whichever is later.

- C. The School Board has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
- D. By submitting a proposal (offer) to the School Board, the respondent expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the respondent to the School Board for any legal obligation between the respondent and the School Board.
- E. The School District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Florida Statute 218.70 – 218.80).

3.16 CONFLICT OF INTEREST FORM

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.17 LICENSES AND CERTIFICATES

- A. The School Board reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. Each firm and personnel who will be performing services on behalf of the firm for the Board are to be properly licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

3.18 MINOR IRREGULARITIES

The School Board reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the School Board. Minor irregularities are defined as those that have no adverse effect on the School Board's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.19 INSURANCE REQUIREMENTS

The Contractor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 1 to 5 below. The School Board reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient. The Contractor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable for the procurement and delivery of products, goods, or services furnished to or for the School Board of Brevard County and any of its ancillary schools, departments, or organizations.

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

1. General Liability Insurance:
Negligence including Bodily Injury: Per Claim \$1,000,000
Negligence Including Bodily Injury: Per Occurrence \$2,000,000
Property Damage: Each Accident \$1,000,000
2. Product Liability or Completed Operations Insurance:
Negligence Including Bodily Injury: Per Claim \$ 500,000
Negligence Including Bodily Injury: Per Occurrence \$1,000,000
3. Automobile Liability:
Negligence Including Bodily Injury: Per Claim \$ 500,000
Negligence Including Bodily Injury: Per Occurrence \$1,000,000
Property Damage: Each Occurrence \$ 500,000
4. Workers' Compensation/Employer's Liability:
W.C. Limit Required Statutory Limits
E.L. Each Accident \$1,000,000
E.L. Disease – Each Employee \$ 500,000
E.L. Disease – Policy Limit \$1,000,000

Workers' Compensation Exemption forms will not be accepted. All entities or individuals are required to purchase a Workers' Compensation insurance policy.

5. Professional Liability Insurance (E&O, D&O etc.):
For services, goods or projects that will exceed \$1,000,000 in values over a year.
Each Claim: \$1,000,000
Per Occurrence: \$2,000,000

For services, goods or projects that will not exceed \$1,000,000 in values over a year.
Each Claim: \$ 250,000
Per Occurrence: \$ 500,000

The respondent shall either cover any subcontractors on its policy or require the subcontractor to obtain coverage to meet these requirements and file appropriate forms with the School Board.

3.20 UNUSUAL COSTS

The Respondent may petition the School Board at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The Respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The School Board may request from the Respondent, and the Respondent shall provide, such further information as may be reasonably necessary in making its determination. The School Board shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the School Board. Any price redetermination shall be solely based upon the documentation provided and the School Board reserves the right to rescind any price relief granted should the circumstances change and prices go down.

3.21 DEVIATIONS

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the Specifications. Such deviations must be stated upon the Proposal Form otherwise School Board will consider the subject proposals as being made in strict compliance with said Specifications to respondents; the respondent being held therefore

accountable and responsible. Respondents are hereby advised that the School Board will only consider proposals that meet the exact requirements imposed by the Specifications; except, however, said proposals may not be subject to such rejection where, **at the sole discretion of the School Board**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.22 WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than thirty (30) calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the respondent to have waived any right to claims against the School Board concerning this agreement.

3.23 TERMINATION / CANCELLATION OF CONTRACT

The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

The Respondent may cancel the resulting contract with one hundred twenty (120) days **written** notice to the Director of Purchasing and Warehouse. Failure to provide proper notice to the School Board may result in the respondent being barred from future business with the School Board.

3.24 TERMINATION FOR DEFAULT

The School Board's Contract Administrator shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.

3.25 TERMINATION FOR SCHOOL BOARD'S CONVENIENCE

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with

this contract, until the termination date and shall have no further obligation to perform services after the termination date.

3.26 VENDOR PERFORMANCE

BPS project personnel shall monitor Contractor performance. A 'Report of Unsatisfactory Product or Service' form (attached) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the Contractor's history. The report and process will assist the Office of Purchasing Services to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of Contractor from future bidding.

3.27 COLLUSION

The School Board of Brevard County reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents, the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the District's Professional Consultant(s) or District employees. Contractors involved in developing a bid specification or Contractors with knowledge of bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.

3.28 INCURRED EXPENSES

This RFP does not commit the School Board to award a contract nor shall the School Board be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.29 POST-PROPOSAL DISCUSSIONS WITH RESPONDENTS

It is the School Board's intent to award a contract(s) to the respondent(s) deemed most advantageous to the School Board in accordance with the evaluation criteria specified elsewhere in this RFP. The School Board reserves the right however, to conduct post-closing discussions with any respondent who has a realistic possibility of contract award including, but, not limited to: request for additional information, competitive negotiations, and best and final offers.

3.30 PRESENTATIONS BY RESPONDENTS

- A. The School Board, at its sole discretion, may ask individual respondents to make oral presentations, informal telephone interviews and/or demonstrations without charge to the School Board.
- B. The School Board reserves the right to require any respondent to demonstrate to the satisfaction of the School Board that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the School Board and the School Board shall be the sole judge of compliance.

- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.31 MINIMUM SPECIFICATIONS

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent but to ensure that the School Board receives quality services.

3.32 COMPLIANCE WITH LAWS AND REGULATIONS

The respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of Florida, Brevard County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

3.33 RECORDS & RIGHT TO AUDIT

The respondent shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5) years after final payment, or until they are audited by the School Board, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law.

3.34 CHANGES IN SCOPE OF WORK/SERVICE

- A. The School Board may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Representative, School Board's Director of Purchasing and Warehouse, and the respondent.
- B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the School Board's Representative in writing of this belief. If the School Board's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The School Board reserves the right to negotiate with the awarded respondent(s) without completing the competitive RFP process for materials, products, and/or services similar

in nature to those specified within this RFP for which requirements were not known when the RFP was released.

3.35 MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The School Board shall have the power to make changes in the contract as the result of changes in law and/or rules of the School Board to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State or County law or rules of the School Board materially alters the obligations of the respondent, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

3.36 RIGHT TO REQUIRE PERFORMANCE

- A. The failure of the School Board at any time to require performance by the respondent of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

3.37 FORCE MAJEURE

The School Board and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.38 RESPONDENT'S PERSONNEL

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the respondent agrees to the following:
The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the School Board.

3.39 CLAIM NOTICE

The respondent shall immediately report in writing to the School Board's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the School Board project site.

3.40 CONTRACT/RESPONDENT RELATIONSHIP

The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.

Any awarded respondent shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent respondent the awarded respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-respondent's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent respondent shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions

under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent respondent shall not be provided special space, facilities, or equipment by the School Board to perform any of the duties required by the contract nor shall the School Board pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work the successful respondent will be required to sign a written contract incorporating the specifications and terms of the Request for Proposal and the response thereto. Any contract awarded as a result of this RFP shall begin after Board approval and continue through for a three (3) year period. Renewal periods of one (1) two (2) year renewal period will be allowed upon mutual consent of the School Board and the awarded respondent. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same.

The independent respondent shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

3.41 PROPOSAL ACCEPTANCE/REJECTION

The School Board reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the School Board.

3.42 FUNDING OUT/TERMINATION/CANCELLATION

- A. Florida School Laws prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- B. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.
- C. Therefore, the following funding out provisions is an integral part of this proposal and must be agreed to by all respondents:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the successful respondent.

Such written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. "This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."
- c. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

3.43 POSTING OF RFP CONDITIONS/SPECIFICATIONS

This RFP will be posted for review by interested parties Demandstar's web site www.demandstar.com and will remain posted up to and including the Due Date of this RFP. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

3.44 NOTICE OF PROPOSAL PROTEST BONDING REQUIREMENT

Any person who files an action protesting a decision or intended decision pertaining to this proposal pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Brevard County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

3.45 EXAMINATION OF DOCUMENTS

Document files may be examined, during normal working hours, 30 days after proposals have been opened.

3.46 TOBACCO

The School Board prohibits the use of tobacco in school buildings. Such prohibition also applies on school grounds, on school buses, and/or at any school-related event. Refer to Board Policies, 7434 - use of tobacco on school premises.

3.47 SCHOOL SECURITY

Respondent acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the schools; protect students and staff, and otherwise comply with applicable law, the respondent (awarded firm) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of this contract by the District:

- A. Unauthorized Aliens. The District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's sub-contracted Firms, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
- B. Possession of Firearms. Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent Awarded Firm of the awarded vendor, or any of its sub-Awarded Firms, is found to have brought a firearm(s) on to the District's property, said employee/independent Awarded Firm shall be immediately removed and terminated from the project by the awarded vendor. If sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the awarded vendor shall terminate its agreement

with the sub-Awarded Firm. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

- C. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-Awarded Firms, of any employee, or independent Awarded Firm, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
- D. Possession/Use/Under the Influence of Mind Altering Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent Awarded Firm or its sub-Awarded Firms' employees/independent Awarded Firms, will not be tolerated on the District's property. If any employee/independent Awarded Firm is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent Awarded Firm shall be removed and terminated from the project by the awarded vendor. If a sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the agreement with the sub-Awarded Firm for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement.
- E. Compliance with the Jessica Lunsford Act. Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute and School District Standards. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

3.48 TAXES

The School Board of Brevard County is exempt from Federal and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request and on the District's website at www.Brevardschools.org. Firms or Respondents doing business with the School Board of Brevard County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Respondent be authorized to use the District's Tax Exemption Number in securing such materials.

3.49 LIQUIDATED DAMAGES

In case of failure on the part of the successful respondent to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the School Board of Brevard County or failure to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified by the Owners representative, and which the School Board of Brevard County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Firm shall pay to the District, as liquidated damages, the amount expended by the District to provide the goods or services, in no way shall costs for liquidated damages be construed as a penalty on the Respondent.

3.50 ADVERTISING

The successful respondent shall not publicly disseminate any information concerning the Contract without prior written approval from the District, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the District, Individual Departments, District Personnel, as a reference, or otherwise linking the Customer's name and either a description of the Contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

3.51 SECURITY AND CONFIDENTIALITY

The successful respondent shall comply fully with all security procedures of the District in performance of the Contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on the District's confidential information or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

3.52 SUSPENSION OF WORK

The School Board's Authorized Representative may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of the School District to do so. The School Board's Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful respondent, the School Board's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Vendor/Respondent to any additional compensation.

3.53 PACKAGING, TRANSPORTATION AND DELIVERY

Any tangible product delivered under this Contract shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers.

All prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point in Brevard County, as specified on each Purchase Order. Delivery shall be within thirty (30) calendar days after the receipt of the notice to proceed or purchase order. The Respondent must notify the School District within five (5) calendar days after receiving a purchase order, if there are any potential delivery delays. Evidence of inability to deliver or intentional delays shall be cause for Contract Termination and possible Respondent suspension for a period up to 12 months.

3.54 INSTALLATION

Where installation is required, the successful bidder shall deliver, set in place, install, make ready to run, and test (test to be accomplished in the presence of an authorized representative of the School District of Brevard County, Florida). The bidder shall provide a qualified person, at no extra cost, to assure performance of the item and to make the initial start-up and achieve the successful testing. Upon completion of the successful testing of the item, the authorized representative of the School Board shall accept it. All miscellaneous installation materials shall be included in the Total Turnkey price. The miscellaneous installation materials include the following: conduit, wire, fiber, connectors, fittings, boxes, etc. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Successful bidder shall protect the site from damage and shall repair damages or injury caused during the installation by the successful bidder or its employees or agents. If any alternation is required to the Building to achieve installation, the successful bidder shall promptly restore the structure or site to its original condition. Successful bidder shall perform installation work so as to cause the least inconvenience and interference with the School Board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.55 LITERATURE

Upon request, the Respondent shall furnish literature reasonably related to the Services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

3.56 INSPECTION AND ACCEPTANCE

The School Board's Project Manager will accept each Deliverable when it meets the requirements of this Contract and the relevant project noted on the Purchase Order. Inspection may include validation of information or software through the use of automated tools and/or testing of the Deliverables, as specified in the projects proposal. The scope and nature of this testing should be negotiated prior to the Purchase Order and should be sufficiently comprehensive to ensure the completeness, quality and adequacy of all Deliverables.

3.57 TERMS & CONDITIONS

The terms and conditions contained in this section shall apply to all Purchase Orders issued under this contract unless the School District specifically details other terms on the Purchase Order. The School District and the Respondent should take care to ensure that project specific changes to these terms are as explicit as possible. All inconsistencies will be resolved in the best interests of the School District.

3.58 KEY PERSONNEL

Respondent's Key Personnel (if any) shall be identified on the projects proposal/quote, and may include employees, agents, subcontractors, or other personnel of the Respondent. The Respondent agrees that in the event it becomes necessary for the Respondent to change Key Personnel while performing Services under the purchase order, substitution of Key Personnel shall take place only upon Customer's prior written consent. Failure to notify Customer prior to the change of Key Personnel, or a substantial change in Key Personnel as determined by the Customer, may be sufficient cause for Termination.

3.59 WARRANTY

Respondent warrants the Services furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance.

Equipment provided must include the Manufacturer's warranty, the successful Respondent shall fully guarantee all items furnished hereunder against defect in material and workmanship for the Manufacturer's normal period of time from date of acceptance by the School Board. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the successful Respondent shall repair or replace same at no cost to the School Board immediately upon written notice from the School Board. All warranty paperwork shall be included with Deliverables prior to acceptance by the School Board.

3.60 WARRANTY OF AUTHORITY / SERVICE AGREEMENT

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.61 LITIGATION

Respondents shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than \$25,000.00 or which have been resolved for less than \$25,000.00. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each cease the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award was for or against the Respondent.

3.62 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may

not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the School Board reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should the School Board determine that the conditions set forth in Section 287.135(4) are met.

3.63 PROTESTS

Respondents are advised that any and all Protests must be made in accordance with the requirements of the terms and conditions of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.

- A. All Respondents acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful protest will be difficult, if not impossible to prove. Therefore, any and all protests must be accompanied by SECURITY in an amount equal to one (1) percent of the total estimated contract value, but not less than \$500.00 or more than \$5,000.00, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protesters in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.
- B. The SECURITY may be in the form of a bank cashier's check or bank certified check payable to the School Board of Brevard County, Florida. Each such bond shall be executed by the Respondent, as the PRINCIPAL therein, and by a SURETY. The Protest Bond shall be dated the same date as the date shown on the Respondent's protest. There must be attached to each Protest Bond a duly authenticated or Certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- C. Should the protesting Respondent be successful in its Protest, the SECURITY submitted by that Respondent should be returned to the Protesting Respondent in full.
- D. Should the Protesting Respondent protest be unsuccessful, the SECURITY submitted by the Protesting Respondent in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting Respondent shall have no right to same or to a refund of any part of same.
- E. If the Protesting Respondent's protest is unsuccessful, and the SECURITY submitted by the Respondent is in the form of a Protest Bond, the Respondent and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond and OWNER shall retain such amount and sum.

To qualify as a successful protest:

- A. In the case of a protest of another Respondent's Proposal, the Proposal being protested by the Protesting Respondent must be rejected by the School Board for the reasons stated in the Protesting Respondent's Protest.
- B. In the case of the Respondent protesting the rejection of its own Proposal, for the protest to be successful, the School Board must award the contract to the Protesting Respondent.

3.64 DEFINITIONS

As used in this RFP, the following terms shall have the meanings set forth below:

Bid/Proposal: A formal solicitation to provide goods and services as specified.

Respondent/Respondent: A separate and distinguishable business entity participating or seeking to participate in the performance of a contract.

Buyer: The term buyer, who is an employee of the distribution service, is defined as the person whose function it is to secure all products required for the District as required in this RFP.

Contract: The document resulting from this solicitation between the School Board and the Respondent, including this RFP, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor's Project Manager: The Project Manager has responsibility for administering this contract for the Respondent(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Warehouse for the School Board.

Distributor: The term distributor is defined as the firm or individual with whom the District will enter into a contract with. They will provide goods and perform services as described herein. The successful distributor will be paid the cost of each item ordered for the schools plus the per case fee, if applicable, submitted with their proposal.

District Contract Administrator: The Director of Purchasing and Warehouse or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the School Board Chairman or authorized designee.

District Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the School District and will be designated prior to award of the resulting Purchase Order.

Exceptions to RFP: An exception is defined as the Respondent's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

Offeror: The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the School District in response to this invitation.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Respondent: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a contract with the School Board for the provision of the services set forth herein.

Respondent's Project Manager: The Project Manager has responsibility for administering this contract for the Respondent and will be designated prior to execution of the contract.

School Board: The word School Board refers to the elected officials of the School Board of Brevard County, Florida, its duly authorized representatives, and any school, department, or unit within the School District.

School District: The word School District refers to the entity, The School Board of Brevard County, Florida.

Successful Respondent: That person or entity that is awarded a contract with the School Board for the provision of the services set forth herein.

Superintendent: Is the person responsible for the administration and management of the schools and its departments.

Using Agency: The term "using agency" used herein refers to any school, department, committee, authority, or another unit in the School District using supplies or procuring contractual services as provided for in the Office of Purchasing & Warehouse Services of the School District.

4.0 **SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA**

SCORING: An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

The Respondent's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the question.

NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section.

All proposals shall include at minimum:

Tab 1 – Respondent's Profile and Submittal Letter – (Weighted Value 5)

RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business

1. A brief profile of the firm, including:
 - A. A brief history of the business
 - B. Organizational structure of business
 - C. Designation of the legal entity by which the business operates (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.)
 - D. Ownership interests
 - E. Active business venues (counties, states, etc.)
 - F. Present status and projected direction of business
 - G. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida
 - H. Those firms located within the Brevard County must include a copy of their County Business Tax Receipt (formerly known as an occupational license). If a respondent is located within Brevard County, failure to have or obtain a Brevard County Business Tax Receipt prior to the RFP closing date and time shall automatically render a respondent non-responsive. **Note: Charitable organizations that qualify under Florida Statute section 205.192 are exempt from this requirement.**
 - I. Federal Identification Number of firm

Tab 2 – Experience of Personnel – (Weighted Value 10)

The overall qualifications/resumes of the key personnel providing the service requested, including education and training, and experience in services herein addressed.

Tab 3 – Technical Approach and Methodology – (Weighted Value 25)

The Firm's approach and methodology of how the placement, services, repairs, updates and training herein addressed will be provided. Provide detailed implementation plan including timeline and supporting documents. Provide a list of copier models and locations.

Tab 4 – Reporting Services – (Weighted Value 15)

Provide example of reports as outlined in RFP. The contractor must identify the method by which it will report usage throughout the District.

Tab 5 – References – (Weighted Value 05)

Provide a minimum of three (3) reference letters from owner representatives for projects that your Firm has provided or is providing services which are similar in scope to this RFP. Reference letters shall be current, dated within one (1) year of this solicitation. The reference from the owner representative must be provided on their letterhead, and include details regarding your Firm's role, level of service provided, etc. Letters from School Board of Brevard County staff shall not be considered.

Tab 6 – Exceptions to Draft Contract (10)

Please list any exceptions to the attached draft contract.

Tab 7 – Fee Structure (Weighted Value 30)

Respondents must provide price per copy (click) on Attachment B-1 as outlined in Section 2.

Tab 8 – Financial Statement – (Pass/Fail)

All respondents shall supply their most recent financial statement, preferably a certified audit of the last available fiscal year, or their most recent tax return and balance sheet.

Tab 9 – Addenda (Non-Scored)

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

Tab 10 – Required Documents – Provided in order listed below (Non-Scored)

Completed Respondents Information Form (page 1 of this RFP)

Attachment “B” Proposal Form

Attachment “C” Drug Free Workplace Certification

Attachment “D” Debarment Certification

Attachment “E” Conflict of Interest Form

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement.

Attachment “F” Confidential Materials (Exhibit “A”)

All materials that qualify as “trade secrets” shall be segregated, clearly labeled and accompanied by an executed Non-disclosure Agreement for Confidential Materials shall be submitted in this section.

Attachment “H” Certified Business Program Reciprocity Affidavit

Attachment “I” Prohibition against Contracting with Scrutinized Companies

Attachment “J” Emergency/Storm Related Catastrophe Agreement

5.0 ORAL PRESENTATION EVALUATION CRITERIA

After evaluation of the proposals, the evaluation committee may conduct interview or presentations from a short list of vendors. If this is determined, your company will be contacted for presentation to occur April 18, 2014. Again, this is an optional presentation to be determined by the evaluation committee.

The Respondent's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the question.

All presentations shall include at minimum:

- 1. Responsiveness of the initial Written Proposal – (Weighted Value 20)**
The respondent's ability to comply with the minimum qualifications and mandatory requirements of this Request for Proposal.
- 2. Ability, Capacity, and Skill of the Firm – (Weighted Value 20)**
The firm shall demonstrate its ability, capacity, and skill of the Firm to be able to provide the services herein addressed
- 3. Approach and Methodology – (Weighted Value 20)**
The Firm's approach and methodology of how the services herein addressed will be provided. Include a detailed implementation schedule and list of proposed copiers.
- 4. Fee Schedule Best and Final Offer– (Weighted Value 40)**
The top ranked firms will be invited to submit their best and final fee proposal for the services as outlined in this Request for Proposal. In addition, the top ranked firms will be requested to provide any clarifications regarding relevant services that are related to the scope of services outlined in this solicitation and/or revisions in the attached draft contract.

6.0 ATTACHMENTS

- "A" RFP Date of Events
- "B" Proposal Form
- "C" Drug Free Workplace
- "D" Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
- "E" Conflict of Interest
- "F" Non-Disclosure Agreement for Confidential Materials
- "G" Agreement (Separate Document)
- "H" Certified Business Program Reciprocity Affidavit
- "I" Certification Statement - Prohibition against Contracting with Scrutinized Companies
- "J" Emergency/Storm Related Catastrophe Agreement
- "K" Report of Unsatisfactory Materials and/or Service
- "L" Statement of No Response

ATTACHMENT "A"

RFP DATE OF EVENTS

<u>Date</u>	<u>Description</u>
March 7, 2014	RFP Project Posted to Brevard Website: www.Brevardschools.org and www.Demandstar.com
March 13, 2014	Not Mandatory Pre-Proposal Meeting Location: School Board of Brevard County 2700 Judge Fran Jamieson Way Viera, FL 32940-6601 Food Services Conference Room 714A Time: 9:00 AM
March 14, 2014	Question Deadline - due before 5:00 PM Location: School Board of Brevard County Office of Purchasing & Warehouse 2700 Judge Fran Jamieson Way Viera, FL 32940-6601
March 18, 2014	Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be sent to Firms attending the Mandatory Pre-Proposal Meeting
April 1, 2014	Submittals Due before 2:00 PM Deliver to: School Board of Brevard County Office of Purchasing & Warehouse Pod 8, Room 802 2700 Judge Fran Jamieson Way Viera, FL 32940-6601
April 2-10, 2014	Committee to Evaluate Submittals
April 10, 2014	Selection Committee Short List Meeting Location: School Board of Brevard County Facilities Services Conf. Rm 804B 2700 Judge Fran Jamieson Way Viera, FL 32940-6601 Time: 9:00AM
April 10, 2014	Short Listed Firms Notified
April 18, 2014	Short Listed Firms Oral Presentations/Informal Interviews Oral Presentations before the Selection Committee Location: School Board of Brevard County Financial Services Conf. Rm 514B Time: Beginning at 8:00 AM
April 18, 2014	Award Recommendation Posted
April 21-25, 2014	Contract Development
April 28, 2014	Agenda Due Date
May 13, 2014	Board Approval of Contract

ATTACHMENT "B"
PROPOSAL FORM AND STATEMENT OF COMPLIANCE

TO: School Board of Brevard County, Florida
Director of Purchasing and Warehouse Services
2700 Judge Fran Jamieson Way, Pod 8, Room 802
Viera, FL 32940-6601

The undersigned hereby declare that [firm name] _____
_____ have carefully examined the entire RFP #14-P-103-WH, Multi-
Function Copier and Related Services.

For which proposals were advertised to be received no later than 2:00 p.m., local time, April 1, 2014 and
further declare that will furnish the RFP #14-P-103-WH, Multi-Function Copier and Related Services
according to specifications.

In preparing their proposal, Respondent must adhere to the specifications outlined in this RFP document.
In addition, the questionnaire must be responded to fully and completely.

Respondents are advised that each and every question in this RFP must be completely answered or their
submittal may be considered non-responsive and may be excluded from further consideration. In
addition, the responses to this RFP will be incorporated by reference into the contract with the School
Board.

In the event the Respondent's proposal deviates from the requested specifications or the Respondent is
unable to complete portions of the questionnaire for any reason, the Respondent is requested to clearly
identify such deviations and omissions in their proposal.

All deviations from specifications outlined in this RFP document must be clearly outlined in the
Respondent's proposal or the School Board will assume that the Respondent complies fully with all
proposal requirements.

"By signing below, the respondent to this RFP hereby represents and warrants that:

Neither respondent nor any employees, contractors, agents or representatives that would provide the
proposed services and/or products pursuant to this Request for Proposal are: (i) are "sanctioned persons"
under any federal or state program or law; (ii) have been listed in the current Cumulative Sanction List of
the Office of Inspector General for the United States Department of Health and Human Services for
currently sanctioned or excluded individuals or entities, (iii) have been listed on the General Services
Administration's list of Parties Excluded from Federal Programs, (iv) have been listed in the Specially
Designated Nationals list, and (v) have been convicted of a criminal offense related to healthcare.

Respondent is an equal opportunity employer and shall provide evidence of such commitment to the
School Board. Respondent acknowledges that the School Board is committed to meeting all federal,
state, and local laws and regulations providing for equal employment opportunity and will refuse to
contract with any firm that has not evidenced its own commitment as an equal opportunity employer.

Prompt Payment Terms: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (ETF)? YES _____ NO _____

Do you offer a discount for electronic funds transfer (EFT)? YES _____ % NO _____

The School Board of Brevard County, Florida, reserves the right to reject any or all proposals, to waive
informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of
the School Board.

RFP #14-P-103-WH
Multi-Function Copiers and Related Services

I hereby certify that I have read and understand the requirements of this RFP #14-P-103-WH, Multi-Function Copier and Related Services and, that I as the respondent, will comply with all requirements, agree to each compliance statement set forth above, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company _____

Per _____
(Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

List local (Brevard County) office address if applicable and provide supporting documentation (Business Tax Receipt).

Telephone _____ Fax _____

E-Mail Address: _____

Dunn & Bradstreet # _____ Fed. I.D. # _____

Division of Corporations Registration Number:

END OF FORM

ATTACHMENT "C"

**DRUG FREE WORKPLACE
CERTIFICATION FORM**

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

ATTACHMENT "D"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

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

Organization Name

RFP Name & Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT "D" CONTINUED

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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

ATTACHMENT "E"

CONFLICT OF INTEREST

I HEREBY CERTIFY that

1. I (printed name) _____ am the (title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of Brevard County, nor has any outstanding past due debt to the School Board of Brevard County, Florida; and
4. The School Board of Brevard County reserves the right to disqualify RFPs upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the RFP process as required by law, upon the part of the Respondent(s), the District's Professional Consultant(s) or any District employee(s) who may, or may not, be involved in developing RFP specifications and/or firm RFP schedules. Multiple RFPs from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Respondent is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Respondents, the District's Professional Consultant(s) or District employees. Contractors involved in developing a RFP specification or Contractors with knowledge of RFP specifications prior to the advertisement shall be disqualified from participating in the RFP process.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____ STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires _____ (Seal)

Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

ATTACHMENT "F"



NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

Respondent:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the School Board of Brevard County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The School Board of Brevard County and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School Board of Brevard County for the purpose of responding to a request for proposal or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Respondent agree as follows:

1. **Confidential Materials.** The Respondent warrants and represents to the School Board that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School Board agrees not to disclose such Confidential Materials to third parties.

2. **Additional Materials.** During the course of the negotiations or the business relationship with the School Board, the Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School Board, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.

3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:

- (a) Information already known or independently developed by the School Board;
- (b) Information in the public domain through no wrongful act of the School Board;
- (c) Information received by the School Board from a third party who was legally free to disclose it;
- (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
- (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
- (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non Disclosure by Respondent. In the event that the School Board discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board's prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Respondent, or at any time upon request of the School Board, Respondent agrees to return such information (including any copies) to the School Board.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorneys fees arising from the School Board's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

The School Board of Brevard County, Florida
Director of Purchasing and Warehouse Services
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Brevard County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The School Board of Brevard County, Florida

BY: _____

NAME: Cheryl L. Olson, CPPO, C.P.M., CPM, FCCN

TITLE: Director of Purchasing and Warehouse Services

DATE: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibit "A"

DESCRIPTION OF CONFIDENTIAL MATERIALS

ATTACHMENT "G"

DRAFT AGREEMENT IS POSTED AS SEPARATE DOCUMENT

ATTACHMENT "H"
CERTIFIED BUSINESS PROGRAM RECIPROCITY AFFIDAVIT

The School District has implemented a process to track specific categories of certified businesses (minority, women and/or service disabled veterans) as listed below and will accept certifications from the State of Florida Office of Supplier Diversity as well as certifications from other government agencies.

<u>CERTIFIED BUSINESS CATEGORIES (Check One)</u>			
☐ Asian American (A)	☐ African American (B)	☐ Hispanic American (C)	☐ Native American (D)
☐ American Woman (E)	☐ Service Disabled Veteran (V)		
Certifying Agency Name: _____		*Certification Number: _____	*Expiration Date: _____
Attach copy of Certification from Certifying Agency		*Required Information	

By signing and submitting this affidavit and business certification copy, I acknowledge individually and on behalf of the applicant business that the applicant and I understand that:

- The attached business certification is a copy of an official business certification as issued by the State of Florida Office of Supplier Diversity or other government agency, and said business certification has not been modified,
- All information and documents submitted to the School Board of Brevard County, Florida becomes an official public record. As such, the District bears no obligation to return to the applicant any items of original production or any copies of file documents,
- The applicant consents to examinations of its books, records and premises and to interviews of its principals, employees, business contacts, creditors, and bonding companies by the District as necessary for the purpose of verifying the applicant's proof of certification,
- The District may request additional documentation not requested on this vendor application, and
- Pursuant to Section 287.094, Florida Statutes, the false representation of any entity as a minority business enterprise for the purpose of claiming certification as such under this reciprocity program may be punishable as a felony of a second degree. The certifying entity may initiate such disciplinary actions it deems appropriate including, but not limited to, forwarding pertinent information to the Department of Legal Affairs and/or certifying entity's legal counsel for investigation and possible prosecution.

Further, applicant declares and affirms that ownership and management of this firm has not changed, except as indicated in the application/affidavit, during the past year since certification status was granted:

Authorized Officer Name: _____
Title: _____
Company Name: _____
Signature: _____

On this _____ day of _____, 20____ personally appeared before me, the undersigned officer authorized to administer oaths, known to me the persons described in the foregoing affidavit who acknowledged that he/she execute the same in the capacity stated for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal;

Notary Public: _____

Form of Identification Presented: _____

My Commission expires: _____

ATTACHMENT "I"

CERTIFICATION STATEMENT

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither respondent, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473.

Signature

Printed Name

Title

Company Name

Date

ATTACHMENT "J"

**EMERGENCY / STORM RELATED CATASTROPHE
AGREEMENT**

Due to Acts of God, Acts of Terrorism or War, any vendors working with the School District shall acknowledge and agree to the following terms and conditions. This will allow the District to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School Board of Brevard County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School Board of Brevard County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Brevard County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Cellular Phone Number: _____

ATTACHMENT "K"

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
REPORT OF UNSATISFACTORY
MATERIALS AND/OR SERVICE**

Purchase Order No.	Bid No.:
Vendor Name:	User School/Dept.:
Address:	Prepared by:
City, State, Zip:	Date:
Telephone No.:	Principal/Dept. Head Signature:

STATEMENT OF PROBLEM: (Specifics of Unsatisfactory Materials or Service)*Attach supporting documentation**Use reverse side or attachments if necessary***Vendor's Response to Complaint**

To Above Referenced Vendor: The above complaint has been submitted by a Brevard County school and/or department. In the space below (or via attachment), kindly respond within 10 days. Failure to respond, or an unsatisfactory response, could result in withholding payment on your invoice, termination of contract, or could be cause for disqualification from future bidding with the School Board of Brevard County.

Response:

Vendor Representative:	Signature:
	Date:
Title:	Telephone No:

Not a submittal document

ATTACHMENT "L"

STATEMENT OF NO RESPONSE

The School Board of Brevard County, Florida
Office of Purchasing & Warehouse Services
2700 Judge Fran Jamieson Way, Pod 8 Room 802
Viera, FL 32940-6601

Attn: Wil Henzmann, Buyer
RFP # 14-P-103-WH Multi-Function Copiers and Related Services

We, the undersigned, have decided not to bid for the following reasons.

- _____ We do not handle products/services in this classification
- _____ Opening date does not allow sufficient time to complete bid
- _____ Cannot supply at this time
- _____ Suitable but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required delivery
- _____ Equivalent not presently available
- _____ Unable to meet specifications
- _____ Unable to meet insurance/bond requirements
- _____ Please remove our name from the vendor file for the commodity listed above
- _____ Please remove our name from the School Board's entire vendor files
- _____ Other reasons or remarks

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School Board of Brevard County's vendor list for this commodity.

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____



Contract # RFP #14-P-103-WH
Approval Date: 5/13/2014

The School Board of Brevard County, Florida
Sales and Services Agreement

The School Board of Brevard County, Florida, 2700 Judge Fran Jamieson Way, Viera, Florida 32940-6601, ("School Board") does hereby retain the services of Seminole Office Solutions, Inc. with an address of 762 Big Tree Drive, Longwood, FL 32750 (hereinafter called "Contractor") to furnish the services in accordance with the following terms and conditions:

1. **Description of Services.** Contractor shall perform the following services:
Provide Multi-Function Copiers and Related Services in accordance with Exhibits attached herein.

Said services shall be completed to the satisfaction of Michelle Irwin, Director, Department of Community Relations.

Services shall be considered complete Upon Delivery and acceptance of goods and services.

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional Contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board.

2. **Location of Services.** Performance of services cited above will be conducted at:
Various School Board owned Facilities.

3. **Term.** The term of this agreement shall be from the date last signed by both parties until May 13, 2019, with the option to renew for one (1) additional five (5) year period unless terminated as provided herein, or extended by supplement to this agreement.

4. **Termination.** The School Board, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the Contractor shall be paid for services performed and completed under this agreement up to the date of termination only.

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the Contractor shall receive payment as listed below. School Board's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. **The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.**

Fees will be as outlined in Exhibit A, Attachment B-1 revised April 23, 2014.

6. The original Request for Proposal #14-P-103-WH and Contractor's original submittal and documents submitted at Oral Presentations shall be incorporated into this agreement by reference and shall be attached as exhibits to this agreement. In the event of a conflict between the terms and conditions of these documents, the following order of preference shall be in place as listed below:

- a. This Agreement
- b. Exhibit A. Attachment B-1 BAFO Price Sheet
- c. Exhibit B. Seminole Office Solutions' Implementation Plan
- d. Exhibit C. The original Request for Proposal #14-P-103-WH and any addenda
- e. Exhibit D. Oral Presentation Materials
- f. Exhibit E. The Contractor's original submittal
- g. Exhibit F. District Data Confidentiality Agreement

Independent Contractor. The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of the School Board. The Contractor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.

7. **Indemnification.** During the term of this agreement, the Contractor shall indemnify, hold harmless, and defend the School Board of Brevard County, its officers, agents, servants, and employees from any and all costs and expenses, including, but not limited to attorney fees, investigative and discovery costs, court costs, settlements, court/jury awards, punitive damages, special damages, etc. until the termination of the claim or until the termination of litigation whichever comes first; and any and all other sums which the Board, its agents, servants, and employees may pay or become obligated to pay on account of any, all, and every claim or demand, or assertion of liability arising from, as the result of, or out of the products, goods, or services furnished to the School Board by the Contractor, its agents, servants or employees, or any of the Contractor's equipment in operation or equipment parked or stored on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, intentional acts, or death of any person, group or organization, whether employed by the Contractor or the Board or otherwise. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the School Board of Brevard County harmless for liability for any negligence on the part of the School Board until both the Contractor and Board agree that the School Board was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both parties may be engaged to settle this dispute.

8. **Insurance.** The Contractor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 8.1 to 8.5 below. The School Board reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient. The Contractor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable for the procurement and delivery of products, goods, or services furnished to or for the School Board of Brevard County and any of its ancillary schools, departments, or organizations.

8.1. General Liability Insurance:		
Negligence Including Bodily Injury: Per Claim		\$1,000,000
Negligence Including Bodily Injury: Per Occurrence		\$2,000,000
Property Damage: Each Accident		\$1,000,000
8.2. Product Liability or Completed Operations Insurance:		
Negligence Including Bodily Injury: Per Claim		\$ 500,000
Negligence Including Bodily Injury: Per Occurrence		\$1,000,000
8.3. Automobile Liability:		
Negligence Including Bodily Injury: Per Claim		\$ 500,000
Negligence Including Bodily Injury: Per Occurrence		\$1,000,000
Property Damage: Each Occurrence		\$ 500,000
8.4. Workers' Compensation/Employer's Liability:		
W.C. Limit Required		Statutory Limits
E.L. Each Accident		\$1,000,000
E.L. Disease – Each Employee		\$ 500,000
E.L. Disease – Policy Limit		\$1,000,000

Workers' Compensation Exemption forms will not be accepted. All entities or individuals are required to purchase a Workers' Compensation insurance policy.

9. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Brevard County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

10. **Background Check.** The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the

Updated 8-15-12

background screening required by the referenced statutes and meet the standards established by the statutes and the **School Board**. This background screening will be conducted by the **School Board** in advance of the **Contractor** or its personnel providing any services under the conditions described in the previous sentence. The **Contractor** shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the **Contractor** and its personnel. The parties agree that the failure of the **Contractor** to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the **School Board** to terminate immediately with no further responsibilities or duties to perform under this agreement. The **Contractor** agrees to indemnify and hold harmless the **School Board**, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from **Contractor's** failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

11. **Assignability.** This contract is for the personal services of the **Contractor** and may not be assigned by the **Contractor** in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in **Contractor**, without the prior written consent of the **School Board** which consent the **School Board** may withhold in its sole discretion.

12. **Conduct While on School Property.** The **Contractor** acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

13. **No Taxes.** The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

14. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

15. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

16. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

17. **Copyrights.** The **Contractor** is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a **Contractor** purchases ownership with grant support. Furthermore, the parties agree that the **School Board** has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District for purposes related to **School Board** business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by **Contractor** may not be copied by the **School Board** provided that such material was copyrighted by **Contractor** before performance under this agreement and was not developed specifically for **School Board** under this Services Agreement.

18. **Access to and Retention of Documentation.** The **School Board**, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the **Contractor** which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the **School Board** has made final payment and all services have been performed under this agreement.

19. **Debarment.** By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 18(a) – (d) above, with respect to **Contractor** or its principals.

20. **Confidential Student Information.** Notwithstanding any provision to the contrary contained in this agreement, **Contractor** and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, **Contractor** for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the **School Board** and its officers and employees harmless for any violation of this covenant, including but not limited to defending the **School Board** and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the **School Board** or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the **School Board** arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes.

This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon **Contractor** until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: Karen L Henderson
Karen Henderson, Chairman

Date Approved: 5/13/14

ATTEST (WITNESS):

By: Brian T. Binggeli
Brian T. Binggeli, Ed.D., Superintendent

CONTRACTOR:

By: E. Diane Willcox

Print Name: E. Diane Willcox

Title: President

Date: 5-7-14

ATTEST (WITNESS):

By: Erin Schwandt

Print Name: Erin Schwandt

Title: Executive Assistant

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	AMOUNT
Variable	Variable	Variable	Variable	Variable	Variable	Variable	Variable

Send required insurance certificates to the Purchasing Department.

New Vendors: Send all completed Forms to the Purchasing Department.

Contractor Contact Name: Terry Willcox

Updated 8-15-12

Email Address: terryw@sosfla.com
Phone Number: 407-830-7950
Fax Number: 407-830-1399

EXHIBIT A

RFP 14-P-103-WH

Multi-Function Copiers and Related Services

Attachment B-1

Price Sheet

LOT 1**STANDARD COPIERS**

<u>CURRENT MODELS</u>			<u>PROPOSED REPLACEMENT</u>	
Canon	imageRUNNER 3225		Toshiba	ES356
25 Pages Per Minute	65 units		Manufacturer	Model Number
			Please provide Manufacturer's Cut Sheet	
Canon	imageRUNNER 3235		Toshiba	ES356
35 Pages Per Minute	156 units		Manufacturer	Model Number
			Please provide Manufacturer's Cut Sheet	
Canon	imageRUNNER 5050		Toshiba	ES556
50 Pages Per Minute	157 units		Manufacturer	Model Number
			Please provide Manufacturer's Cut Sheet	
Canon	imageRUNNER 7086		Toshiba	ES856
50 Pages Per Minute	47 units		Manufacturer	Model Number
			Please provide Manufacturer's Cut Sheet	

Price Per Copy
0.008943

LOT 3**DEVICE, SCAN AND PRINT MANAGEMENT SOFTWARE**

<u>CURRENT SOLUTION</u>	
UniFLOW	Price for Management Software \$9.64/un/mo or .000579
Scan to Folder	PaperCut MF
Scan to Email	
Release to Print	
Print Budgeting	
Reporting	Please provide supporting documentation

EXHIBIT B

Multi-Functional Copiers & Related Services RFP #14-P-103-WH

April 2nd, 2014

Implementation Plan

In order for a successful implementation, Seminole Office Solutions recommends the tasks/milestones be met based on the dates outlined below. Dates are estimates and can be adjusted as necessary to fit the needs of Brevard Public Schools.

General Timeline:

May 13, 2014 – Contract Award by School Board.

Week of May 13 – SOS will coordinate meetings with Brevard and previous vendor discussing removal and replacement of copiers

Week of May 19 – SOS will coordinate meetings with Brevard IT staff to gather pertinent information

Week of May 26 – SOS will deliver unit(s) to IT department and other “test” areas as required to ensure proper connectivity and desired operation, allowing for adjustments before full deployment

June 2, 2014 – Begin removal and replacement of copiers District wide.

July 31, 2014 – Deadline for removal replacement of all copiers throughout the District. The new copiers must be fully operational and training provided to staff.



Exhibit F
School Board of Brevard County
District Data Confidentiality Agreement

- I. This agreement, entered into between the School Board of Brevard County (hereinafter referred to as SBBC) located in Viera, Florida and Seminole Office Solutions, Inc (hereinafter referred to as the Contractor), located at 762 Big Tree Drive, Longwood, FL 32750 for purpose of Provide Multi-Function Copiers and Related Services as outlined in Exhibit A.

Witnesseth that:

- 1) SBBC and the Contractor are subject to and must comply with pertinent district, state and federal regulations relating to the obtaining, use, and dissemination of records and record information derived from the systems of the SBBC.
 - 2) SBBC is desirous of obtaining and Contractor is willing to provide such services so long as proper reimbursement is made and all applicable federal, state and district laws, rules, and regulations are strictly complied with.
- II. Now, therefore, in light of the foregoing representations and the promises, conditions, terms, and other valuable considerations more fully set forth hereinafter or incorporated by references and made a part hereof, the SBBC and Contractor do mutually agree as follows:

1) SBBC agrees to:

- a. Assist Contractor concerning the privacy and security requirements imposed by district, state and federal laws, rules and regulations. Department of Education URL address: <http://www.fldoe.org>.

2) Contractor agrees to:

- a. Adhere to the privacy and security requirements imposed by district, state and federal laws, rules and regulations. Department of Education URL address: <http://www.fldoe.org>.
- b. Insure that the appropriate personnel are fully trained in the proper handling, safekeeping, and use of confidential records and information derived from services of recovering SBBC Data.
- c. Promptly advise SBBC of any violation of this agreement.

III. Privacy and security requirement:

- 1) Contractor shall not co-mingle SBBC data with public data;
- 2) Contractor shall not duplicate and/or disseminate SBBC Data records acquired hereunder for use outside of Contractor's organization except as authorized by SBBC. Sharing of SBBC Data information with other agencies is not permitted.
- 3) Contractor has been approved to SBBC data information and shall not use data information acquired for any other purpose.

- 4) Contractor shall destroy SBBC Data when they are no longer needed only in accordance with applicable laws, rules and regulations.
- 5) Contractor shall keep SBBC Data acquired hereunder in a secure file (encrypted to standards such as NIST SP-800-111 Guide to Storage Encryption Technologies for End User Devices, see src.nist.gov), safe, or other security device, such as locked file cabinet in an access controlled area, and shall take such further steps as are necessary to insure that the data is accessible only to those of its employees who have been trained in their proper use and handling of confidential data.

Provisions Incorporated

Contractor shall be bound by applicable federal and state laws, and rules of the SBBC dealing with confidential information to the same that User would be if such provisions were fully set out, herein.

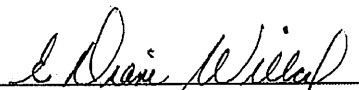
This agreement supersedes any previous agreements, and may be amended or superseded by SBBC as needed to comply with district, state or federal laws or regulations or administrative needs of SBBC.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

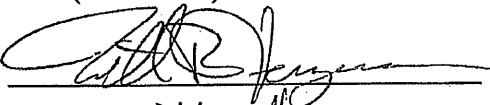
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA:

By: 
Gino Butto, Assistant Superintendent, Education Technology
Date Approved: 05/19/2014

CONTRACTOR: Seminole Office Solutions, Inc.

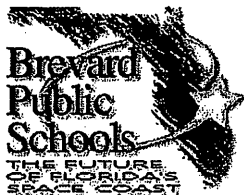
By: 
Print Name: E. Diane Wilcox
Title: President
Date: 5-7-14

ATTEST (WITNESS):

By: 
Print Name: William Herzmann
Title: Buyer

ATTEST (WITNESS):

By: 
Print Name: Erin Schwandt
Title: Executive Assistant



SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601

BOARD

MAY 13 2014

APPROVED

RFP #14-P-103-WH – Multi-Function Copiers and Related Services

VENDORS RECOMMENDED FOR AWARD:

VENDOR NAME	ESTIMATED ANNUAL AMOUNT AWARDED	LOT NOS.
Seminole Office Solutions, Inc.	\$897,784.34	1 & 3
Canon Solutions America, Inc.	\$150,145.80	2
TOTAL	\$1,047,930.14	

SOLICITATION SUMMARY:

Date Solicited:	March 7, 2014	Number of Items/Groups:	3
Date Opened:	April 1, 2014	No. Firms Solicited:	277
Original Board Approval:	May 13, 2014	No. Firms Bidding:	6

CONTRACT TERM:

The initial contract term shall commence May 14, 2014 and continue until May 13, 2019 with an option to renew annually for one (1) additional five (5) year period.

RECOMMENDATION: (Posted April 25, 2014 11:48 AM)

It is the recommendation Michelle Irwin, Director of Community Relations and staff to approve the award of RFP #14-P-103-WH to Seminole Office Solutions, Inc. and Canon Solutions America, Inc. as the top ranked firms for the specific lots listed above as recommended by the Proposal Evaluation Committee. Staff recommends approval of the attached agreement with Seminole Office Solutions, Inc. The agreement with Canon Solutions America, Inc. will be presented to the Board at a later date. Request authority for the Director of Purchasing and Warehouse Services to renew the contract for one (1) additional five (5) year period. Contract renewal shall be contingent upon the Director of Community Relations request for continuance of services and annual contract review.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (10)

ACTION BY BOARD:

☐ Approved Recommendation(s) Above & Awarded Meeting Date: May 13, 2014

☐ Other

Cheryl L Olson, C.P.M., CPPO, FCCN
Director of Purchasing and Warehouse Services



Contract # RFP #14-P-103-WH
Approval Date: _____

The School Board of Brevard County, Florida
Sales and Services Agreement

The School Board of Brevard County, Florida, 2700 Judge Fran Jamieson Way, Viera, Florida 32940-6601, ("School Board") does hereby retain the services of Seminole Office Solutions, Inc. with an address of 762 Big Tree Drive, Longwood, FL 32750 (hereinafter called "Contractor") to furnish the services in accordance with the following terms and conditions:

1. **Description of Services.** Contractor shall perform the following services:
Provide Multi-Function Copiers and Related Services in accordance with Exhibits attached herein.

Said services shall be completed to the satisfaction of Michelle Irwin, Director, Department of Community Relations.

Services shall be considered complete Upon Delivery and acceptance of goods and services.

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other Contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional Contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board.

2. **Location of Services.** Performance of services cited above will be conducted at:
Various School Board owned Facilities.

3. **Term.** The term of this agreement shall be from the date last signed by both parties until May 13, 2019, with the option to renew for one (1) additional five (5) year period unless terminated as provided herein, or extended by supplement to this agreement.

4. **Termination.** The School Board, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the Contractor shall be paid for services performed and completed under this agreement up to the date of termination only.

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the Contractor shall receive payment as listed below. School Board's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.

Fees will be as outlined in Exhibit A, Attachment B-1 revised April 23, 2014.

6. The original Request for Proposal #14-P-103-WH and Contractor's original submittal and documents submitted at Oral Presentations shall be incorporated into this agreement by reference and shall be attached as exhibits to this agreement. In the event of a conflict between the terms and conditions of these documents, the following order of preference shall be in place as listed below:

- a. This Agreement
- b. Exhibit A. Attachment B-1 BAFO Price Sheet
- c. Exhibit B. Seminole Office Solutions' Implementation Plan
- d. Exhibit C. The original Request for Proposal #14-P-103-WH and any addenda
- e. Exhibit D. Oral Presentation Materials
- f. Exhibit E. The Contractor's original submittal
- g. Exhibit F. District Data Confidentiality Agreement

Independent Contractor. The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of the School Board. The Contractor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.

7. **Indemnification.** During the term of this agreement, the Contractor shall indemnify, hold harmless, and defend the School Board of Brevard County, its officers, agents, servants, and employees from any and all costs and expenses, including, but not limited to attorney fees, investigative and discovery costs, court costs, settlements, court/jury awards, punitive damages, special damages, etc. until the termination of the claim or until the termination of litigation whichever comes first; and any and all other sums which the Board, its agents, servants, and employees may pay or become obligated to pay on account of any, all, and every claim or demand, or assertion of liability arising from, as the result of, or out of the products, goods, or services furnished to the School Board by the Contractor, its agents, servants or employees, or any of the Contractor's equipment in operation or equipment parked or stored on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, intentional acts, or death of any person, group or organization, whether employed by the Contractor or the Board or otherwise. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the School Board of Brevard County harmless for liability for any negligence on the part of the School Board until both the Contractor and Board agree that the School Board was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both parties may be engaged to settle this dispute.

8. **Insurance.** The Contractor will provide before commencement of work, and attach to this agreement, a certificate(s) evidencing such insurance coverage to the extent listed in 8.1 to 8.5 below. The School Board reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient. The Contractor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable for the procurement and delivery of products, goods, or services furnished to or for the School Board of Brevard County and any of its ancillary schools, departments, or organizations.

8.1. General Liability Insurance:		
Negligence Including Bodily Injury: Per Claim		\$1,000,000
Negligence Including Bodily Injury: Per Occurrence		\$2,000,000
Property Damage: Each Accident		\$1,000,000
8.2. Product Liability or Completed Operations Insurance:		
Negligence Including Bodily Injury: Per Claim		\$ 500,000
Negligence Including Bodily Injury: Per Occurrence		\$1,000,000
8.3. Automobile Liability:		
Negligence Including Bodily Injury: Per Claim		\$ 500,000
Negligence Including Bodily Injury: Per Occurrence		\$1,000,000
Property Damage: Each Occurrence		\$ 500,000
8.4. Workers' Compensation/Employer's Liability:		
W.C. Limit Required		Statutory Limits
E.L. Each Accident		\$1,000,000
E.L. Disease - Each Employee		\$ 500,000
E.L. Disease - Policy Limit		\$1,000,000

Workers' Compensation Exemption forms will not be accepted. All entities or individuals are required to purchase a Workers' Compensation insurance policy.

9. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Brevard County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

10. **Background Check.** The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the

Updated 8-15-12

background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Contractor or its personnel providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

11. **Assignability.** This contract is for the personal services of the Contractor and may not be assigned by the Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

12. **Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the School Board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

13. **No Taxes.** The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

14. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

15. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

16. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

17. **Copyrights.** The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District for purposes related to School Board business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the School Board provided that such material was copyrighted by Contractor before performance under this agreement and was not developed specifically for School Board under this Services Agreement.

18. **Access to and Retention of Documentation.** The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this agreement.

19. **Debarment.** By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Updated 8-15-12

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 18(a) - (d) above, with respect to Contractor or its principals.

20. **Confidential Student Information.** Notwithstanding any provision to the contrary contained in this agreement, Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this covenant, including but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the School Board arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes.

This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: _____
Karen Henderson, Chairman

Date Approved: _____

ATTEST (WITNESS):

By: _____
Brian T. Binggeli, Ed.D., Superintendent

CONTRACTOR:

By: E. Diane Willcox
Print Name: E. Diane Willcox
Title: President
Date: 5-7-14

ATTEST (WITNESS):

By: Erin Schwandt
Print Name: Erin Schwandt
Title: Executive Assistant

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	AMOUNT
Variable	Variable	Variable	Variable	Variable	Variable	Variable	Variable

Send required insurance certificates to the Purchasing Department.
New Vendors: Send all completed Forms to the Purchasing Department.

Contractor Contact Name: Terry Willcox
Updated 8-15-12

Email Address: terryw@sosfa.com
Phone Number: 407-830-7950
Fax Number: 407-830-1399

Updated 8-15-12

Page 5 of 5

EXHIBIT A

RFP 14-P-103-WH

Multi-Function Copiers and Related Services

Attachment B-1

Price Sheet

LOT 1

STANDARD COPIERS

<u>CURRENT MODELS</u>		<u>PROPOSED REPLACEMENT</u>	
Canon	imageRUNNER 3225	Toshiba	ES356
25 Pages Per Minute	65 units	Manufacturer	Model Number
		Please provide Manufacturer's Cut Sheet	
Canon	imageRUNNER 3235	Toshiba	ES356
35 Pages Per Minute	156 units	Manufacturer	Model Number
		Please provide Manufacturer's Cut Sheet	
Canon	imageRUNNER 5050	Toshiba	ES556
50 Pages Per Minute	157 units	Manufacturer	Model Number
		Please provide Manufacturer's Cut Sheet	
Canon	imageRUNNER 7086	Toshiba	ES856
50 Pages Per Minute	47 units	Manufacturer	Model Number
		Please provide Manufacturer's Cut Sheet	

Price Per Copy

0.008943

LOT 3

DEVICE, SCAN AND PRINT MANAGEMENT SOFTWARE

<u>CURRENT SOLUTION</u>	
UniFLOW	Price for Management Software
Scan to Folder	\$9.64/un/mo or .000579
Scan to Email	PaperCut MF
Release to Print	
Print Budgeting	
Reporting	Please provide supporting documentation

EXHIBIT B

Multi-Functional Copiers & Related Services RFP #14-P-103-WH

April 2nd, 2014

Implementation Plan

In order for a successful implementation, Seminole Office Solutions recommends the tasks/milestones be met based on the dates outlined below. Dates are estimates and can be adjusted as necessary to fit the needs of Brevard Public Schools.

General Timeline:

May 13, 2014 – Contract Award by School Board.

Week of May 13 – SOS will coordinate meetings with Brevard and previous vendor discussing removal and replacement of copiers

Week of May 19 – SOS will coordinate meetings with Brevard IT staff to gather pertinent information

Week of May 26 – SOS will deliver unit(s) to IT department and other "test" areas as required to ensure proper connectivity and desired operation, allowing for adjustments before full deployment

June 2, 2014 – Begin removal and replacement of copiers District wide.

July 31, 2014 – Deadline for removal replacement of all copiers throughout the District. The new copiers must be fully operational and training provided to staff.



Seminole Office Solutions, Inc.

Page 15

Exhibit F
School Board of Brevard County
District Data Confidentiality Agreement

- I. This agreement, entered into between the School Board of Brevard County (hereinafter referred to as SBBC) located in Viera, Florida and Seminole Office Solutions, Inc (hereinafter referred to as the Contractor), located at 762 Big Tree Drive, Longwood, FL 32750 for purpose of Provide Multi-Function Copiers and Related Services as outlined in Exhibit A.

Witnesseth that:

- 1) SBBC and the Contractor are subject to and must comply with pertinent district, state and federal regulations relating to the obtaining, use, and dissemination of records and record information derived from the systems of the SBBC.
- 2) SBBC is desirous of obtaining and Contractor is willing to provide such services so long as proper reimbursement is made and all applicable federal, state and district laws, rules, and regulations are strictly complied with.

- II. Now, therefore, in light of the foregoing representations and the promises, conditions, terms, and other valuable considerations more fully set forth hereinafter or incorporated by references and made a part hereof, the SBBC and Contractor do mutually agree as follows:

1) SBBC agrees to:

- a. Assist Contractor concerning the privacy and security requirements imposed by district, state and federal laws, rules and regulations. Department of Education URL address: <http://www.fldoe.org>.

2) Contractor agrees to:

- a. Adhere to the privacy and security requirements imposed by district, state and federal laws, rules and regulations. Department of Education URL address: <http://www.fldoe.org>.
- b. Insure that the appropriate personnel are fully trained in the proper handling, safekeeping, and use of confidential records and information derived from services of recovering SBBC Data.
- c. Promptly advise SBBC of any violation of this agreement.

III. Privacy and security requirement:

- 1) Contractor shall not co-mingle SBBC data with public data;
- 2) Contractor shall not duplicate and/or disseminate SBBC Data records acquired hereunder for use outside of Contractor's organization except as authorized by SBBC. Sharing of SBBC Data information with other agencies is not permitted.
- 3) Contractor has been approved to SBBC data information and shall not use data information acquired for any other purpose.

- 4) Contractor shall destroy SBBC Data when they are no longer needed only in accordance with applicable laws, rules and regulations.
- 5) Contractor shall keep SBBC Data acquired hereunder in a secure file (encrypted to standards such as NIST SP-800-111 Guide to Storage Encryption Technologies for End User Devices, see src.nist.gov), safe, or other security device, such as locked file cabinet in an access controlled area, and shall take such further steps as are necessary to insure that the data is accessible only to those of its employees who have been trained in their proper use and handling of confidential data.

Provisions Incorporated

Contractor shall be bound by applicable federal and state laws, and rules of the SBBC dealing with confidential information to the same that User would be if such provisions were fully set out, herein.

This agreement supersedes any previous agreements, and may be amended or superseded by SBBC as needed to comply with district, state or federal laws or regulations or administrative needs of SBBC.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

CONTRACTOR: Seminole Office Solutions, Inc.

By: _____
Gino Butto, Assistant Superintendent, Education Technology

By: E. Diane Willcox

Print Name: E. Diane Willcox

Date Approved: _____

Title: President

Date: 5-7-14

ATTEST (WITNESS):

ATTEST (WITNESS):

By: _____

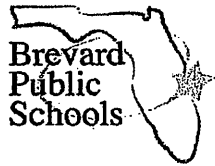
By: Erin Schwanck

Print Name: _____

Print Name: Erin Schwanck

Title: _____

Title: Executive Assistant



Contract # 14-P-103-WH
Approval Date: 9/11/18

The School Board of Brevard County, Florida
First Amendment to Agreement

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is by and between The School Board of Brevard County, Florida, (hereinafter "School Board"), whose address is 2700 Judge Fran Jamieson Way, Viera, Florida 32940, and Seminole Office Solutions, Inc. , (hereinafter "Contractor"), whose address is 762 Big Tree Lane, Longwood, FL 32750.

WHEREAS, School Board and Contractor entered into that certain Agreement to provide Multi-Function Copiers and Related Services dated May 13, 2014, in connection with RFP 14-P-103-WH; and

WHEREAS, the parties desire to amend that Agreement with this document.

NOW, THEREFORE, the parties hereto amend the Agreement as follows:

1. The Recitals in the WHEREAS clauses are incorporated by reference and made a part of this Agreement.
2. Pursuant to section 3. Term of the Agreement the agreement shall be renewed for an additional five (5) year period beginning May 14, 2019 and continuing until May 13, 2024.
3. Pursuant to Section 3.34 A. of the original Request for Proposals the additional products and services outlined in Exhibit A shall be incorporated into the Agreement. This addition shall be effective upon the date last signed by both parties.
4. Except as herein expressly modified, the Agreement for Multi-Function Copiers and Related Services dated May 13, 2014 shall otherwise remain in full force and effect, subject to all terms and conditions therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA:**

By: [Signature]
John W. Craig, Chairman

Date Approved: 11 SEP 18

ATTEST (WITNESS):

By: [Signature]
Mark W. Mullins, Ed.D., Superintendent

CONTRACTOR:

By: [Signature]

Print Name: E. Diane Wilcox

Title: President

Date: 8-16-18

ATTEST (WITNESS):

By: [Signature]

Print Name: Kimberly P Turgeon

Title: Contracts Administrator

Contractor Contact Name: Terry Wilcox
Email Address: terryw@sosfla.com
Phone Number: 407-830-7950

EXHIBIT A

1. MFD Card Swipe Hardware

Seminole Office Solutions (SOS) will provide BPS with up to 430 each of the USB Proximity Card Reader MT20 for all of the MFD's used in the Brevard Public Schools- This includes the MT20 Card Readers, on-site installation onto each of the up to 430 MFD units, configure each unit and physically install/mount the Card Reader device. The Card Reader includes a MFG lifetime limited warranty. Also, once installed the readers will be covered for service under the current service program, i.e. on-site repair and or replacement. The card readers will become the property of BPS at the end of the contract renewal and be removed from the MFD devices and surrendered to BPS staff.

2. Desktop Printer Management

SOS now has the capability to support your b/w & color desktop printing needs and as such offer the additional incentive to renew this contract with SOS. This will allow BPS to discontinue using the high cost desktop printers currently in use throughout your school system. We will provide up to 1,000 Epson WF-C5290 desktop network color ink jet printers for your various locations to replace the current high operating cost units. The offer includes the use of the printers for the full contract renewal period, (6-30-2024) and the service and support for the printers. This includes on-site next business day service, all supplies, parts, labor, travel; everything but paper for these devices.

Per Image cost will be as follows: b/w is .009522 & color is .0399 per image, flat rate.

These rates are locked for the entire five-year extension. Printers are also available for many enhancements via the PaperCut Software which will allow for rules based printing, printer redirect and more control for staff to ensure best practices for these devices.

If there is a need for more than 1,000 of the printers, they will be available for a monthly usage cost of \$ 5.87* per month per unit; (*60 mo. rental). This cost allows for the placement and installation of the unit and then the per image cost quoted above applies. Again- we cover all other perils, supplies and repairs, except negligence, abuse or Acts of God.

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – September 11, 2018

APPROVED

PURCHASING SOLICITATION

RFP #14-P-103-WH – Multi-Function Copiers and Related Services

☐ (ITB) Invitation To Bid	☐ (ITN) Invitation To Negotiate	☐ (PB) Piggyback
☒ (RFP) Request For Proposal	☐ (RFQ) Request For Qualifications	☐ (SC) State Contract
☐ (SS) Sole Source		

REQUESTOR: Government and Community Relations

Legal Review: ☒ Yes ☐ No

VENDOR NAME	APPROXIMATE AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Seminole Office Solutions, Inc.	\$0.009522 per image	Provide Multi-Function Copiers and Related Services
Estimated Annual Total	\$934,070.14	

☒ Contract Renewal	New Contract Amount	\$934,070.14
☐ Recurring Contract	Previous Estimated Annual Contract Amt.	\$897,784.34
☐ New Contract	Variance	\$36,285.80

PRICE INCREASE / DECREASE EXPLANATION: The increase in annual estimated cost is due to an increase in usage. There is no increase in the base cost per click (image) amount of \$0.009522.

DISCUSSION:

This renewal recommendation is based on the initial five years of continuous effective functionality of multi-function devices and support services for these devices.

As an immediate additional value add to the agreement Seminole Office Solutions will be providing, installing, and providing ongoing technical support of proximity card readers on all of the multi-function devices allowing smoother login to the devices. The immediate savings for the acquisition and installation of these card readers is \$171,570.00.

Also included in the renewal is desktop printer management and support, which is detailed in the attached addendum. By engaging in the offered program, Seminole Office Solutions projects an estimated annual savings on desktop printing supplies (ink and toner) to be approximately \$73,000.00 based on current usage of networked desktop printers printing both back & white and color pages.

CONTRACT TERM:

The initial contract term shall commence September 12, 2018 and continue until May 12, 2024.

RECOMMENDATION:

It is the recommendation of Matt Reed, Assistant Superintendent of Government & Community Relations and Daren Bolton, Manager of Printing Services to approve the attached renewal amendment with Seminole Office Solutions.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012

OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Request adoption of Resolution No. 2021-122, Application for African-American Cultural and Historical Grant

Introduction:

This is a request for City Council to approve Resolution No. 2021-122, Application for an African-American Cultural and Historical Grant.

Discussion:

The City of Mount Dora is about to move forward with the renovation of Cauley Lott Park, a project which had been recommended to take place within 0-2 years according to the Parks and Recreation Master Plan adopted by the City in February of 2019. Cauley Lott is a multi-purpose park located at the corner of Highland Street and Pine Avenue, comprised of a concrete stage and terraced amphitheater area, a large picnic pavilion with a grilling station, picnic tables, several small pavilions, two basketball courts, a playground, and a fenced dry retention area. The amenities are highly used and the park has been the site of Juneteenth celebrations and the Black Heritage Festival. However, the park is aging and, in its current state, is below standard and unsafe. The Plan's suggested adaptations include upgrading amenities evaluated to be below City expectations, correcting safety hazards, modifying features for ADA accessibility, and improving lighting for better security and community use.

In December 2019, City Council approved acceptance of a \$200,000 LWCF grant for the park renovation. Later, with Resolution No. 2020-08, Council authorized City staff to move forward with stakeholder meetings, a Park concept plan, engineering and design documents, permitting, and a scope of work with GAI Community Solutions Group. The project received overwhelming support from the community. After GAI presented the first concept plan and cost estimate, the North East CRA Advisory Committee and Parks and Recreation Advisory Board offered their feedback, and GAI returned with a revised plan addressing a concern both bodies voiced regarding parking. With Resolution No. 2021-06, Council approved an amended task authorization for additional engineering and design services with GAI.

Last September, GAI produced 60% design and construction documents, the stage at which it had been agreed the City would review the plans to approve or make adjustments to bring the project through to completion. At that time, it was found that the current design exceeds the project budget. City staff met several times to decide upon alterations to the presented design that would alleviate the overage while still maintaining the objectives defined for the park renovation. Among the features under consideration for removal or adjustment is the covering for the basketball courts. This element was requested by the community, but its priority fell beneath other features integral to the park that must be upgraded for purposes of safety or necessity.

City staff was recently made aware of the African-American Cultural and Historical grant program awarded by the Florida Department of State, providing funding for facilities that highlight the contributions, culture, or history of African-Americans. This grant prioritizes projects that encourage the design or construction of a new facility or the renovation of an existing facility in an area with great cultural significance. The appropriateness with which the Cauley Lott Park renovation matches the grant description indicates this may be an excellent opportunity for the City to avoid eliminating project elements for which the community has expressed enthusiasm. Funding from the African-American Cultural and Historical Grant would allow the covering for the basketball courts and other items requested by the community to remain as part of the renovation plan.

Mount Dora's North East Community has a significant role in the history of the City and its African American residents. First known as "East Town," it became home to the black community after the City forced many to relocate from other areas of the City as part of its redevelopment plan in the 1920s. Since that time, the neighborhoods that make up the area have become the cultural and historic center for Mount Dora's African American community.

The original name for Cauley Lott Park was Mount Dora Central Park, a title bestowed upon it by the winners of a contest held for the students of Milner-Rosenwald Academy and Roseborough Elementary, two schools which served the City's black community until the integration of public schools in the 1970s. In 1982, the park was renamed for Cauley Lott, who was principal of Milner-Rosenwald for 31 years and Mount Dora's first black City Council member.

While the North East Community has a rich history, it has faced economic and social challenges that have led to the creation of the North East CRA and increased focus of the City to foster revitalization. The proposed project will greatly impact the residents of the historic neighborhood by providing cultural and recreational opportunities where none currently exist. Once complete, the facility will lead to the improvement of both economic and social conditions within the area while embracing the history of the community.

The African-American Cultural and Historical Grant will be awarded in the spring of 2022, with funds available July 1, 2022, at which time the City must be prepared to match the award. The deadline for the grant application is November 30th, and, once awarded, the funds must be spent within 24 months.

Budget Impact:

Dependent on Council Action a budget amendment will be presented to Council if the grant is approved and funding awarded to the City.

Strategic Impact:

This item fulfills Objective 2.3 of the City's Strategic Plan, developing a parks and recreation system guided by the principles of the Parks and Recreation Master Plan; and Goal 3.1.1, pursuing grants to fund City projects.

Recommendation City staff is requesting the Council approve the grant application via Resolution No. 2021-122.

Attachment(s):

1. Attachment 1 African American Cultural and Historical Grant Application
2. Attachment 2 Cauley Lott Concept Plan_ADA
3. Resolution 2021-122 African-American Cultural and Historical Grant Application.SGS_ADA

Prepared by: Jeanann Hand, Administrative Coordinator

Reviewed by: Amy Jewell, Leisure Services Director

Adam Sumner, CRA Administrator

John McKinney, Finance Director

Sherry Sutphen, City Attorney

Nicole Wisniewski, Deputy City Clerk

Jessica Burnham, City Clerk

Charles Revell, Interim City Manager

Approved - 11/5/2021

Approved - 11/7/2021

Approved - 11/8/2021

Approved - 11/11/2021

Approved - 11/12/2021

Approved - 11/12/2021

Final Approval - 11/12/2021

African-American Cultural and Historical Grant Application

A - Organization Information

<Display applicant information *read only*>

- a. Applicant Name (org or individual)*
- b. FEID*
- c. Phone number (with extension if applicable)*
- d. Principal Address*
- e. Mailing Address*
- f. Website*
- g. Org Type (e.g. nonprofit, school board, etc.)*
- h. Org Category (e.g. public library, SOE, etc.)*
- i. County*
- j. UEI*
- k. Fiscal Year End Date (month/day)*

1. Designated

Project Contact*

The project contact is the applicant organization's primary contact for the application review process. In addition to being available to answer questions from Department staff regarding the proposed project and application, the project contact is usually the individual who will be administering the project, if it is funded.

<Select from Organization Contacts>

First & Last Name

Phone Number + Extension

Email Address

2. Authorized Official*

Provide the name and contact information for the person authorized to sign contracts on behalf of the organization. This is often an Executive Director, President, board member, city manager, county administrator, etc.

<Select from Organization Contacts>

First & Last Name

Phone Number + Extension

Email Address

3. Applicant Grant Experience and History*

3.1. Has the applicant received previous grant assistance within the past five years from any source?*

- ☐ Yes
- ☐ No

3.2. If yes, for each grant specify the year of the grant award, grant number, grant project name, the granting entity, the grant award amount, and its current status. Make sure to include any grants awarded by the Department or other State grants.

ATTACHMENT #1

Year	Grant No.	Grant Project Name	Granting Entity	Grant Amount	Open/Closed
------	-----------	--------------------	-----------------	--------------	-------------

3.3. Has the applicant applied for additional grant assistance from other State or Federal funding sources, including from other divisions of the Department of State, for the same Scope of Work activities within the same fiscal year?*

- ☐ Yes
- ☐ No

3.4. If yes, for each application specify the grant project name, the granting entity, the grant program, the grant request amount, date of application, and its current status.

Grant Project Name	Granting Entity	Grant Program	Grant Request Amount	Date of Application	Current Status

4. Proposed Project Team*

Please list those persons who will be directly involved with the administration of the grant should this application be successful. This should include the Project Contact listed and all other individuals who will have a role in the execution of the grant project. Please list below the individuals' names, roles for the project or titles within the applicant organization, and contact information. The curricula vitae/resumes of the proposed project team are to be uploaded in the Support Materials section of this application.

Key Project Person	Project Role or Title	Email	Phone Number and Extension
--------------------	-----------------------	-------	----------------------------

5. Applicant staffing and hours*

Select the option that best describes your organization.

- ☐ Organization is open at least 40 hours per week and has at least one paid staff member in a management position
- ☐ Organization has some paid staff but they are not full-time
- ☐ Organization is open part-time and has volunteer staff

B - Property Information

1. Project Title and Location Information*

The title should reflect the name of the property, site, area, museum or exhibit, and the goals of the proposed project. The title should be consistent with previous applications/awards. (For example, Smith House Rehabilitation, Miami City Ballet: Renovation Phase 1, etc.)

1.1. Project Title*

1.2. Name of Property (if applicable)

1.3. Street Address (primary location where the proposed project will be carried out)

1.4. City (location of the proposed project)*

1.5. Primary County (location of the proposed project)*

2. Historical Designation*

Indicate the type of historical designation currently held by the property/ies that are the subject of the project, if any. For properties or sites that have been listed in the National Register or are contributing properties or sites within a National Register District, provide the date that the property, site or district was listed. Should you have questions regarding the National Register status of a property or site, contact the Division of Historical Resources' National Register Staff at 1.800.847.7278 or 850.245.6300.

2.1. Type of Historical Designation*

[illegible]

2.2. Historical Designation details.

If applicable, provide the name of the property, site or district (as it is listed in the National Register) and the date of designation or listing.

Property Name	Date Designated

ATTACHMENT #1

3. Significance

3.1. Explain the cultural or historic significance of the property, site or resource(s) that is the subject of the proposed project (Maximum characters 1500).*

3.2. For Historic Property/ies, enter the Florida Master Site File (FMSF) Number (ex. 8ES1234). For Multiple site forms, just separate with a semicolon (;). If no FMSF form exists, applicants may be required to complete one as part of the requirements in a grant award agreement.

3.3. Indicate Year of the Original Construction (enter Year only)*

3.4. For Historic Property, Provide Date(s) and Description of Major Alterations (Maximum characters 300)

3.5. Indicate Current Use of Property and Proposed Use (Maximum characters 300)*

C. - Project Specifics

1. Scope of Work (Maximum characters 5000)*

In the space provided below, briefly describe the scope of work for the project for which funding is requested. List the work items that will be completed during the grant period using the funds requested and the required match.

ATTACHMENT #1

African-American Cultural and Historical Grants fund Fixed Capital Outlay projects at facilities in Florida that highlight the contributions, culture, or history of African-Americans. Priority shall be given to projects that:

- Encourage the design or construction of a new facility or the renovation of an existing facility in an area with great cultural significance in which no facility exists;
- Enhance the beauty or aesthetic value of facilities named for significant African-Americans; or
- Restore facilities on the National Register of Historic Places

--

2. Tentative Project Timeline (remember this is a 24 month grant period)*

Please specify the start and end month and year below; indicate all major elements of the project for which funding assistance is requested, the anticipated time required to complete each element, and the planned sequence of these activities. Grants, if awarded, will begin July 1 of the year funds are appropriated. **Projects should be completed within 24 months.**

Work Item	Starting Date	Ending Date

3. Provide the estimated total square footage of the structure (the house or building, for example): *

4. Provide measurable quantities for each work item listed in the Scope of Work (square footage, linear footage, unit counts, etc.):*

For example: square footage of floors to be refinished or walls to be repainted, linear footage of trim to be replaced, etc. If an element is not measurable in square feet, provide quantities (example: replace 15 door knobs):

--

5. Will you be hiring or contracting with professional architectural or engineering services to assist with the project work?*

NOTE: Professional architectural and engineering services are REQUIRED if the Scope of Work includes structural work, code-required upgrades, occupancy classification change (such as from residential to museum) and work that affects life safety (fire protection and egress).

- ☐ Yes
- ☐ No

ATTACHMENT #1

6. If no professionals are projected to be hired, explain why. (Maximum characters 500)

--

7. Does the proposed project entail a partnership with any other local entity?*

- ☐ Yes
- ☐ No

7.1. If yes, describe their participation to date and anticipated further participation in this project.

--

8. Demonstrated Need (Maximum characters 1500)*

Discuss the demonstrated need for the proposed project or activity, as it relates to the contributions, culture, or history of African-Americans, including any immediate threats to the property/ies, historic resources, or materials that are the subject of the proposed project. Documentation material, such as newspaper articles, are to be uploaded in the Support Materials section of this application.

--

D. – Budget and Match

1. Project Budget and Match*

1.1 Grant Funds and Match*

List your work items and associated estimated expenses and how they will be paid (from match, the grant or both). Only include expenses that are specifically related to the project.

AACH grants require a cash match of 50% of funds requested above \$500,000. For example: if the request amount is \$1,000,000, the match amount is \$250,000. This would be 50% of the \$500,000 that is above the first \$500,000 for a total project budget of \$1,250,000. There is no match requirement for grant funding requests up to \$500,000.

Round amounts to the nearest dollar. Rows must have a value in Grant Funds or Cash Match. If both columns are 0 or blank, the row will not be saved.

ATTACHMENT #1

The amount of grant funds requested in this application will be the total in the “Grant Funds” column. The total amount of the “Cash Match” column must equal or exceed 50% of the funds requested above \$500,000. ALL matching funds must be cash-on-hand.

#	Work Item	Grant Funds	Cash Match	Total
	Totals:	\$0.00	\$0.00	\$0.00

Grant Funds Requested: _____

Cash Match Amount: _____

Total Project Budget: _____

1.2. Additional Budget Information/Clarification

Use this space to provide additional detail or information about the proposal budget as needed. For example, where the relationship between items in the budget and the objectives of the proposed project may not be obvious, provide clarification regarding the necessity for or contribution of those work items to the successful completion of the project.

--

2. Completed Project Activities.

Provide a summary of the project-related activities completed at the time of application submittal. Such activities may include architectural studies or plans or planning activities. Should they have already been completed, your printed architectural project schematics or construction documents and design schematics must be uploaded in the Support Materials section of this application. You cannot be reimbursed for any work that is completed before the grant period begins.

Activity Description	Date Completed	Cost/Value

3. Operating Forecast (Maximum characters 500)*

Describe source(s) of funding for necessary maintenance, program support and/or additional expenses warranted to sustain the proposed project after the grant period.

--

E – Ownership Information

1. Property Ownership.*

Enter name of the Property Owner and choose the appropriate owner type. If applicant is not the owner of the property, the applicant must secure Property Owner concurrence. The applicant shall provide a letter from the Property Owner that documents that the applicant has the permission of the Property Owner of record to conduct the proposed project on the owner's property and that the Property Owner is in concurrence with this application for grant funding. This letter shall be uploaded in the Support Materials section of this application. If the property for which grant funding is requested is leased by the Applicant Organization, the lease agreement must be dated, signed and submitted at the time of the application submission, with the required Owner Concurrence Letter attachment to the application.

1.1. Does your organization own the property?*

- ☐ Yes
- ☐ No

1.2. Property Owner*

1.3. Type of Ownership*

- ☐ Non-profit Organization
- ☐ Private Individual or For-Profit Entity

Note: Properties owned by private individuals or for-profit entities are not eligible for grant funding.
- ☐ State or Local Governmental Agency
- ☐ Federal Governmental Agency

1.4. Is the property within a Qualified Census Tract?* (available at <https://www.huduser.gov/portal/datasets/qct.html>)

- ☐ Yes
- ☐ No

F –Protection and Impact

1. Local Protection*

Indicate the level(s) of local protection currently afforded the project property or site and upload a copy of the local protection documents in the Support Materials section of this application.

1.1. Local Protection Level(s)*

- ☐
- ☐
- ☐
- ☐ Protective/Restrictive Covenant

ATTACHMENT #1

- ☐ Maintenance Agreement/Long Term Lease
- ☐
- ☐

2. Annual Visitation*

2.1. What is the estimated or anticipated Annual Visitation for the project property or site?*

2.2. What is the basis of these estimates? (Maximum characters 200)*

3. Economic Impact*

3.1 Negative Economic Impact of COVID-19/Exacerbation of Pre-Existing Disparities and Anticipated Economic Impact of Project (Maximum characters 3000)*

Explain the negative economic impact of COVID-19 on your organization, the exacerbation of pre-existing disparities and/or any delays it caused the project. Explain the direct economic impact this project will have on addressing the negative economic impact of COVID-19 and/or the pre-existing disparities for your organization and the surrounding community. Include any information regarding number of jobs it will provide, if known.

3.2. Was this a planned expansion or upgrade that was delayed due to the pandemic?*

- ☐ Yes
- ☐ No

4. Educational and Public Impact

4.1. Educational Benefits and Public Awareness (Maximum characters 1500)*

Explain how the proposed project will educate the public on issues related to the contributions, culture, or history of African-Americans in Florida.

ATTACHMENT #1

4.2. Building Stronger Communities/Addressing Educational Disparities/Promoting Healthy Childhood Environments (Maximum characters 3000)*

Explain how the proposed project will build stronger communities through investments in neighborhoods, address educational disparities and/or promote healthy childhood environments.

--

G –Support Materials

1. Non-Profit Status*

Choose file:	Upload file
--------------	-------------

2. Substitute W-9 Form (available at DFS website <https://flvendor.myfloridacfo.com>)*

Choose file:	Upload file
--------------	-------------

3. Documentation of Confirmed Match*

Consult the program Guidelines for suitable documentation evidencing match (<http://dos.myflorida.com/aach>)

Choose file:	Upload file
--------------	-------------

4. Letters of Support*

Choose file:	Upload file
--------------	-------------

5. Photographs*

Photographs are used to further inform Panelists and should relate to the proposed project, depicting the associated property, site, or resources in its current state. Historical images are also welcome.

Choose file:	Upload file
--------------	-------------

6. Representative Image*

Upload a single representative image of the property or project to be used in the application review meeting that conveys the theme or purpose of the proposed project. For projects directed at historic properties or sites, this should be a recent image of the front of the building or site.

Choose file:	Upload file
--------------	-------------

7. Proposed Project Team Supporting Documentation*

Provide curricula vitae/resumes of the proposed project team as listed in Section A.4 of the application.

Choose file:	Upload file
--------------	-------------

8. Architectural Drawings/Design Documents (if available)

If completed, the Applicant Organization shall provide architectural project schematics, construction documents, or conditions reports.

Choose file:	Upload file
--------------	-------------

9. Arts and Cultural Mission and Programming (if applicable)

Provide materials such as a season program, box office statement, educational programs that document percentage of arts and cultural programming of facility (If project is for a NEW space without previous programming, provide programming examples)

ATTACHMENT #1

Choose file:	Upload file
--------------	-------------

10. Demonstrated Need*

Provide documentation materials, such as newspaper articles, that demonstrate need for the proposed project or activity, as it relates to the contributions, culture, or history of African-Americans, including any immediate threats to the property/ies, historic resources, or materials that are the subject of the proposed project.

Choose file:	Upload file
--------------	-------------

11. Owner Concurrence Letter*

Provide a letter that documents that the applicant has the permission of the owner of record (if the Property Owner is not the applicant) to conduct the proposed project on the owner's property and that the owner is in concurrence with this application for grant funding. If the property for which grant funding is requested is leased by the Applicant Organization, the lease agreement must be dated, signed and submitted at the time of the application submission, with the required Owner Concurrence Letter. Note that, the owner must be a Non-profit Organization or agency of government.

Choose file:	Upload file
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12. Local Protection (if applicable)

Provide copies of any documents that provide local protection of the project site as identified in question F.1.1.

Choose file:	Upload file
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13. Federal Assurances for Construction Programs Form*

Provide a completed copy of the Federal SF424D Assurances for Construction Programs form, which can be obtained at the Grants.Gov website <https://www.grants.gov/forms/sf-424-family.html>.

Choose file:	Upload file
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14. Optional Materials

Applicants may attach materials not specifically requested that support the application. Examples may include copies of National Register nominations, conditions assessments, newspaper articles or other documents that reflect the significance of the resource, highlight its historic characteristics, its public use, COVID impact documentation and so on.

Title

File

To add a support material enter a title and optional description. Then select a file and click the Upload File button.

Choose file:	Upload file
--------------	-------------

Description (optional)

Additional details about the support materials that may be helpful to staff or panelists.

H –Review and Submit

1. Review and Submit*

ATTACHMENT #1

- ☐ I hereby certify that I am authorized to submit this application on behalf of **[Organization Name]** and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making false statement or representation to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

1.1 Signature (enter first and last name)*

CAULEY LOTT PARK



RESOLUTION NO. 2021-122

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE GRANT APPLICATION TO THE FLORIDA DIVISION OF HISTORICAL RESOURCES, AFRICAN-AMERICAN CULTURAL AND HISTORICAL GRANT FOR IMPROVEMENTS IN CAULEY LOTT PARK; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL TO SUBMIT APPLICATION AND COMMITMENT FOR MATCH; 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 owns and maintains Cauley Lott Park (Property); and

WHEREAS, the City of Mount Dora has the opportunity to apply for grant funding in the amount of \$600,000, through the Florida Division of Historical Resources, African-American Cultural and Historical Grant which would require a 50% match for any amount over \$500,000, to assist with reconstruction of recreational facilities in Cauley Lott Park; and

WHEREAS, the 50% match requirement will be available on July 1, 2022; and

WHEREAS, the City of Mount Dora has determined that it is in the best interest of the citizens of the City to apply for the African-American Cultural and Historical Grant for assistance with funding the reconstruction of recreational facilities in Cauley Lott Park.

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 to Submit Application and Commitment for Match.

A. The Mayor is authorized to execute and the City Manager is authorized to submit the application for the Florida Division of Historical Resources, African-American Cultural and Historical Grant for assistance with funding the reconstruction of recreational facilities in Cauley Lott Park.

B. In the event the grant application is approved and the City is awarded the grant, the City agrees to commit the required matching amount of \$50,000, to be available by July 1, 2022, for funding the reconstruction of recreational facilities in Cauley Lott Park.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Florida Division of Historical Resources, African-American Cultural and Historical Grant, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of November, 2021.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

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

JESSICA BURNHAM
CITY CLERK

Sherry G. Sutphen
City Attorney



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Request adoption of Resolution No. 2021-127, FY 2020-21 Year End Budget Amendment

Introduction:

This is a request for the City Council to approve Resolution No. 2021-127, Fiscal Year 2020-21 Year End Budget Amendment.

Discussion:

Section 166.241(4), Florida Statutes provides in part that "The governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year". Generally speaking, the City Council is only required to take action in those instances where the total appropriations (i.e. expenditures) within a fund are changed (either increased or decreased). Section 166.241(4)(c), Florida Statutes provides in part that "the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter."

The resolution provided for your consideration tonight, together with the accompanying attachment, satisfies that provision. Authority for moving funds between line items in a fund, where the total amount budgeted for that fund is not changed, is vested with the City Manager.

Budget Impact:

Establish the Final Year End Budget for Fiscal 2020-21 budgeted for the General Fund, Special Revenue, Debt Service, Capital Improvement, Enterprise and Internal Service funds per Exhibit "A".

Strategic Impact:

Financial and Economic Sustainability.

Recommendation The City Council approve Resolution Number 2021-127.

Attachment(s):

Prepared by: John McKinney, Finance Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 11/11/2021

Approved - 11/12/2021

Approved - 11/12/2021

Final Approval - 11/12/2021



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Discussion/action related to Start Time for City Council Meetings

Introduction:

Discussion of the start time for regular scheduled City Council Meetings.

Discussion:

Currently, regular City Council meetings are held twice a month, beginning at 5:30 p.m. on the first and third Tuesdays. In some situations, the start time for City Council meetings is adjusted due to business demands or scheduling conflicts with outside events.

This item is for City Council to discuss whether to maintain the current start time of 5:30 pm for regularly scheduled Council meetings or to adopt a new start time.

Note - Some legal advertisements have already been published stating that the start time for the December 7, 2021 City Council meeting is 5:30 pm. If the City Council decides on a new start time for future meetings, the effective date should be after the December 7th meeting.

Budget Impact:

None

Strategic Impact:

Seek City Sustainability

Recommendation Awaiting City Council Direction

Attachment(s):

Prepared by: John McKinney, Finance Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 11/9/2021

Approved - 11/10/2021

Approved - 11/10/2021

Final Approval - 11/10/2021



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Approval of First Reading of Ordinance No. 2021-07, Annexation for Route 46 Properties, LLC (33.38 acres)

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2021-07 and hold the second reading and adoption.

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

Discussion:

Further annexation descriptions and details are contained in Attachment #1 (Annexation Summary Report). The subject property is located at the southern terminus of Niles Road and on the north side of SR 46. The annexation includes two parcels consisting of 33.38 acres. The property owner is Route 46 Properties, LLC. The applicant intends to create a mixed-use development. Separate applications for a Planned Unit Development and Future Land Use Map Amendment are being processed in concert with the annexation petition. The subject property is located in the City/County Joint Planning Area (JPA). The property is contiguous to the city limits adjacent to the east and north and eligible for annexation. The annexation furthers the City's goals for new development and economic opportunities near the Wolf Branch Innovation District. The project is with the initial (WBID) study area.

The City Council's action is for annexation only under Ordinance No. 2021-07.

Budget Impact:

The City's ad valorem tax base will expand as the City Limits of the City are annexed in a logical pattern. The City Council approved the Master Fee Schedule by Resolution No. 2021-116 on October 5, 2021, waiving fees. The annexation application fee of \$2,000.00 has been waived.

Strategic Impact:

The City's annexation program is consistent with Growth Management and Economic Development Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits. GOAL 1: Economic Development.

Recommendation City Council approve First Reading of Ordinance No. 2021-07 and hold hearing for the second reading and adoption.

Attachment(s):

1. Attachment 1 Annexation Summary Report (ADA)
2. Ordinance No 2021-07 Route 46 Annex.SGS
3. Exhibit A Property Depiction Map (Annex)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: John McKinney, Finance Director

Sherry Sutphen, City Attorney

Nicole Wisniewski, Deputy City Clerk

Jessica Burnham, City Clerk

Charles Revell, Interim City Manager

Approved - 11/9/2021

Approved - 11/9/2021

Approved - 11/10/2021

Approved - 11/10/2021

Final Approval - 11/10/2021



**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
ROUTE 46 PROPERTIES, LLC**

Report Date:

November 16, 2021

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Owner: Route 46 Properties, LLC
 Applicant: LPG Urban & Regional Planners, Inc.
 Existing Use: Vacant Lands
 Alt. Key(s): Alt. Key# 1446392 and 3636163
 Proposed Use: Mixed Used (Multi-Family Residential and General Commercial)
 Future Land Use: County Residential Urban Low Density (4 du/acre)
 Proposed FLU: City Residential High (18 du/ac) and Commercial (FAR 0.35)
 Current Zoning: County Agriculture
 Proposed Zoning: City Planned Unit Development PUD (Mixed Use)
 City Council District: District 2
 Site Area: 33.38+/- acre (or 1,481,040 sq. ft.)
 JPA: Yes

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County/City	Res Low	Ag/ R-1	Nursery/ Wekiva Ridge
South	County	Res Low	R-2	SFR
East	City	Res Low	R-1	Wekiva Ridge
East	City	Office	OP	Vacant Land
West	County	Res Low	Ag	Vacant Land

Analysis:

The subject property is located at the southern terminus of Niles Road and north side of SR 46. This parcel is intended to be a mixed use development and an application for a Planned Unit Development and Future Land Use Map Amendment are being process in concert with the annexation petition. The subject property is located in the City/County Joint Planning Area (JPA). The property is contiguous to the City limits adjacent to the east and north and eligible for annexation.

Annexation Route 46 Properties, LLC Summary Report

Page 2

Notification:

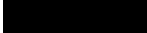
JPA Notice to Lake County: March 2, 2021 and again on July 8, 2021
Notice to Lake County BCC [Ch. 171.044(3) F.S]: November 8, 2021
Ordinance Enactment Legal Ad: November 26, 2021
Non-Legal Ad (1): November 19, 2021
Non-Legal Ad (2): November 26, 2021
Notice after adoption per 171.044(3) F.S.: Date to be scheduled

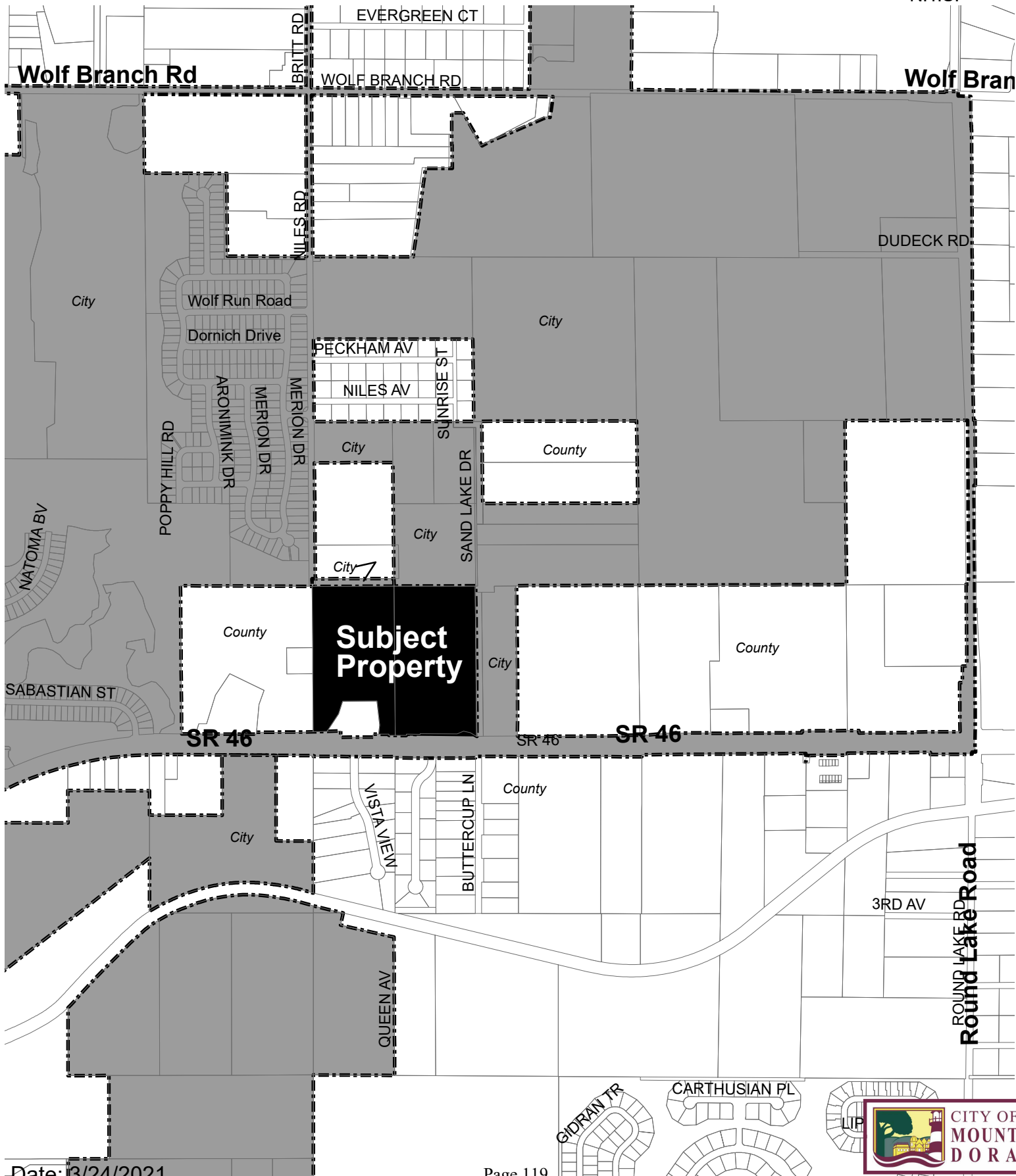
Public Hearing Schedule:

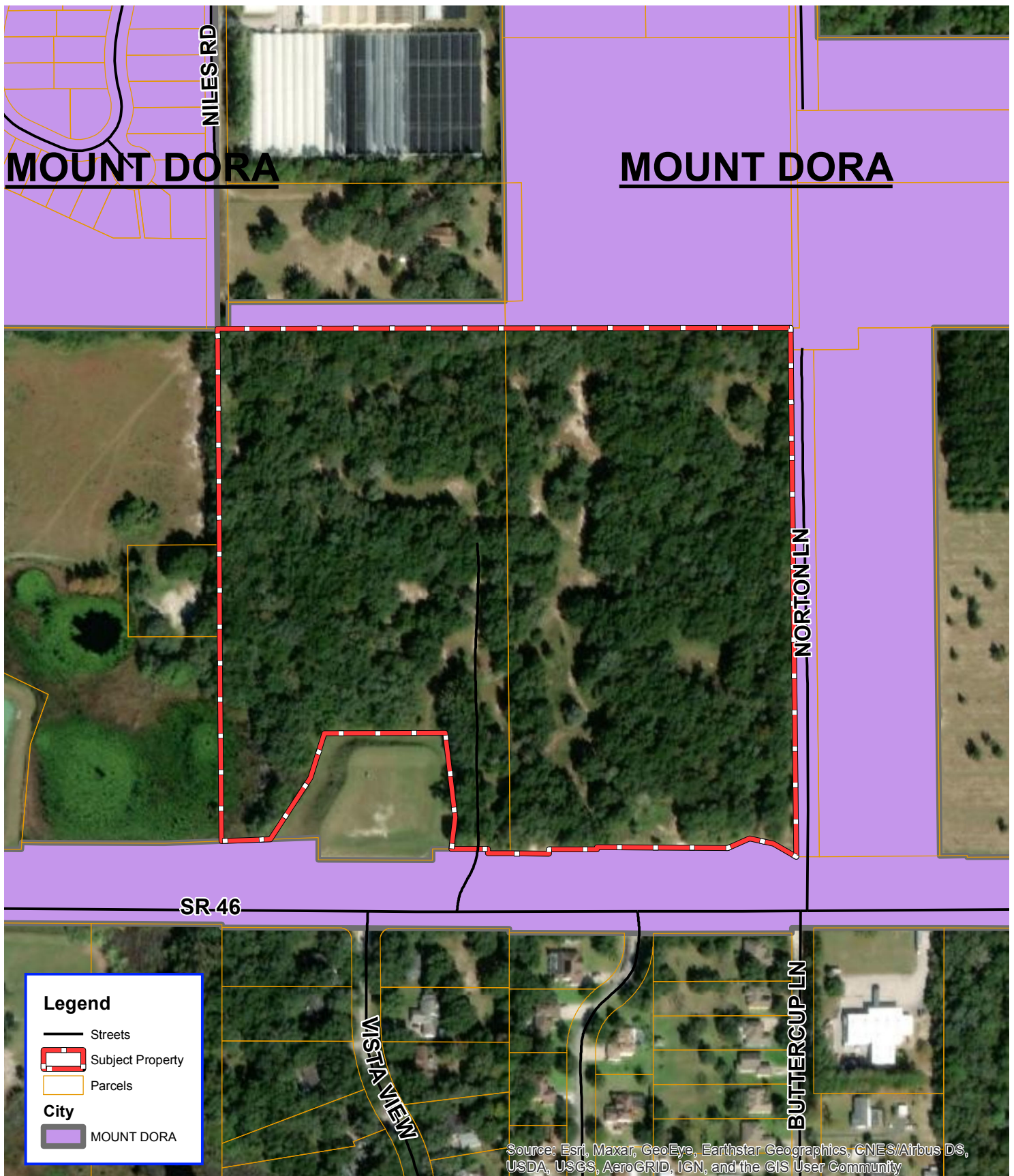
DRC: March 31, 2021
City Council 1st Reading: November 16, 2021
City Council 2nd Reading/Adoption: December 7, 2021

Route 46 Properties, LLC Proposed Annexation (33.38 Acres)

Legend

-  Subject Property
-  City Limits





0 100 200 300
Feet

1 inch = 300 feet

City of Mount Dora Route 46 Properties LLC

Lake County, Florida
City Limit Map

Project No.: 1875-1
File Name: City Limit.mxd
Project Name: Route 46 Prop
Project Manager: Sherie L.
Creation Date: August 9, 2020
Created By: J.Meier





CITY OF
MOUNT
DORA

ANNX21-01

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

VOLUNTARY ANNEXATION APPLICATION

Date : 12/17/2020

1. Applicant's Name: Greg Beliveau
 Company's Name: LPG Urban & Regional Planners, Inc
 Address: 1162 Camp Avenue
 City, State & Zip: Mount Dora, FL 32757
 Phone: (352) 385-1940 E-mail: gregb@lpgurp.com
2. Owner's Name: Route 46 Properties, LLC (Charles Croson, Manager)
 Company's Name: Route 46 Properties, LLC
 Address: 1321 Tappie Circle
 City, State & Zip: Lake Mary, FL 32746
 Phone: (407) 488-7945 E-mail: charles@croson.com
3. The property generally located (list adjacent streets): Bobwhite Lane, CR 46, north
of Vista View (Hacienda Hill Subdivision) across CR 46
4. The address(s) of the property: Bobwhite Lane
5. Alt Key(s): 1446392, 3636163
6. Size of property in Acres: 34 +/- acres Square Feet: 1,481,040
7. Does property have, or will it have City Water and Sewer?
Request for annexation and connection to City utilities (water and sewer)

8. Does property have, or will it have Well or Septic Tank?
No
9. Current Zoning District (County): Agriculture
10. Future Land Use Category (County): Urban Low (4 units/acre)
11. Requested Zoning District (City): Mixed Use PUD
12. Requested Future Land Use Category (City): Residential High Density (18 units/acre)
and Commercial
13. Present use and structures on the property (list number of residential dwelling units):
Undeveloped

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)


Date

February 24, 2021

Route 46 Properties, LLC hereby authorizes Greg Beliveau with LPG Urban and Regional Planners, Inc. to act as our agent in the submittal and signing of a petition for approval of an annexation, large scale comprehensive plan amendment from Urban Low Density to Commercial and Residential, and rezoning to Planned Unit Development.

Signed:

David A Croson

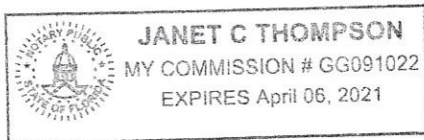
Da.vid A Croson
Managing Member

STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Seminole *gc7*

The foregoing instrument was acknowledged before me the 26th day of February, 2021, by David A. Croson as Managing Member of Route 46 Properties, LLC on behalf of the corporation. He is personally known to me.

Janet C Thompson
Notary Public – State of Florida

Janet C Thompson
Print Name
My Commission Expires: April 6, 2021
Commission Number: GG091022



RECEIVED**By RagusaE at 1:43 pm, Mar 01, 2021**

CFN 2009057503
 Bk 03775 Pgs 1785 - 1786 (2pgs)
 DATE: 05/29/2009 09:31:17 AM
 NEIL KELLY, CLERK OF COURT
 LAKE COUNTY
 RECORDING FEES 18.50
 DEED DOC 5:075.00

Prepared by/Return to:
Campione & Hackney, P.A.
 David M. Campione, Esquire
 2750 Dora Avenue
 Tavares, FL 32778
 File No.: 09-00006 LH

Parcel ID #: AK#1446392 & AK#3636163

Warranty Deed

This Warranty Deed made this 19th day of May, 2009, between **ASC Properties, Inc.**, a Florida corporation ("Grantor"), whose address is 1331 Heim Road, Mount Dora, FL 32757, and **Route 46 Properties LLC**, a Florida limited liability company ("Grantee"), whose address is 26014 Estates Ridge Drive, Sorrento, Florida 32776.

For and in consideration of the sum of Ten & 00/100's Dollars (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, Grantor has granted, bargained and sold to Grantee and Grantee's heirs forever that certain land located in Lake County, Florida, further described in **Exhibit "A"** hereto, incorporated by reference and made a part hereof.

Together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereto appertaining.

Grantor hereby covenants with said grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.
 *Singular and plural are interchangeable as context requires.

Subject to taxes for the year 2009 and subsequent years and easements and restrictions of record, if any; however, this reference shall not serve to reimpose same.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
 in the presence of:

Grantor: ASC Properties, Inc.

By:

Rene Soto
 As Its Vice President

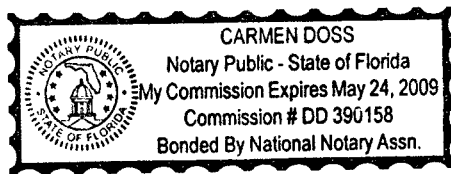
1st Witness Name:

2nd Witness Name:

Warranty Deed
Page Two

State of Florida
 County of Lake

The foregoing instrument was acknowledged before me this 19th day of May, 2009, by Rene Soto, as Vice President of ASC Properties, Inc., on behalf of the corporation, ___ who is personally known to me or X who has produced Florida Drivers License as identification and who ___ did X did not take an oath.



Carmen Doss
 Notary Public
 My Commission Expires:

Exhibit "A"
Property Description

The Southwest 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, less road right-of-way of State Road No. 46, which property is also described as a portion of Section 27, Township 19 South, Range 27 East, more particularly described as follows: commence at the Southwest corner of said Section 27; thence North 00°23'59" West, a distance of 33.00 feet to the point of beginning; thence continue along the West line of the Southwest 1/4 of said Section 27, North 00°23'59" West, a distance of 1296.30 feet, to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence North 89°54'34" East, along said line a distance of 1313.48 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'53" East, along said line a distance of 1296.28 feet to a point on the North right-of-way line of State Road No. 46 as shown on the Florida Department of Transportation maintenance map recorded in Map Book 7, Page 64 of the Public Records of Lake County, Florida; thence South 89°54'27" West, along said line a distance of 1318.15 feet to the point of beginning.

RECEIVED

By RagusaE at 1:43 pm, Mar 01, 2021

04-QCD01-08/01

June 7, 2016

This instrument prepared by

ROBIN D. DERR

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

TAX EXEMPT
F.S. 337.27

Please Return To:
Fla Department of Transportation
719 S Woodland Blvd
R / W Records Mgmt, MS 551
DeLand, FL 32720-6834
Attn: S. Hutchison

PARCEL NO. 117.11

SECTION 11130

F.P. NO. 238275 2

STATE ROAD 46

COUNTY LAKE

QUITCLAIM DEED

THIS QUITCLAIM DEED, Made this 9th day of JUNE, 2016, by WANDA SHAFFER, a single woman, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.)

WITNESSETH: That the said grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the said grantee forever, all right, title, interest, claim and demand, which said grantor has in and to the hereinafter described parcel of land arising out of that certain Unrecorded Lease, together with all other right, title, interest, claim and demand, if any, which the said grantor has in and to said parcel situate in the County of Lake, Florida, viz:

PARCEL 117

SECTION 11130
F.P. No. 238275-2

That part of:

"The Southwest 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, less road right-of-way of State Road No. 46, which property is also described as a portion of Section 27, Township 19 South, Range 27 East, more particularly described as follows: commence at the Southwest corner of said Section 27; thence North 00°23'59" West, a distance of 33.00 feet to the point of beginning; thence continue along the West line of the Southwest 1/4 of said Section 27, North 00°23'56" West, a distance of 1296.30 feet, to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence North 89°54'34" East, along said line a distance of 1313.48 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'53" East, along said line a distance of 1296.28 feet to a point on the North right-of-way line of State Road No. 46 as shown on the Florida Department of Transportation maintenance map recorded in Map Book 7, Page 64 of the Public Records of Lake County, Florida; thence South 89°54'27" West, along said line a distance of 1318.15 feet to the point of beginning."

(Being the lands described in Official Records Book 3775, Page 1785 of the Public Records of Lake County, Florida.)

Described as follows:

COMMENCE at a 3 1/2" x 3" Concrete Monument with a drill hole in the center marking the Southwest Corner of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence South 89°40'03" East along the South line of the Southeast 1/4

PARCEL NO. 117.11
SECTION 11130
F.P. NO. 238275-2
PAGE 2

of said Section 28, a distance of 2639.92 feet to the Southeast corner of the Southeast 1/4 of said Section 28, said corner being located North 00°01'01" East along the East line of the Northeast 1/4 of Section 33, Township 19 South, Range 27 East, 3.12 feet from the Centerline of Survey of State Road 46 at Station 89+57.36 as shown on said Right of Way Map; thence North 00°24'36" West along the East line of the Southeast 1/4 of said Section 28, a distance of 26.96 feet to a point on the Existing Right of Way Line of State Road 46 as shown on said Right of Way Map and the POINT OF BEGINNING; thence departing said Existing Right of Way Line, North 00°24'36" West along said East line, 128.07 feet; thence departing said East line North 87°56'31" East, 112.08 feet; thence North 33°16'03" East 168.56 feet; thence North 17°38'35" East, 106.59 feet; thence North 89°35'46" East, 276.87 feet; thence South 06°36'12" East, 195.38 feet; thence South 06°36'48" West, 72.85 feet to a point on a line 142.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 83.69 feet; thence departing said parallel line South 00°11'52" West, 10.00 feet to a point on a line 132.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 139.99 feet; thence departing said parallel line North 00°11'52" East, 10.00 feet to a point on a line 142.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 110.01 feet; thence departing said parallel line North 00°11'52" East, 5.00 feet to a point on a line 147.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 87.19 feet to a point located North 00°00'19" West, 147.00 feet from a non-curve point of intersection on said Centerline at Station 99+04.88; thence departing said parallel line, South 89°40'11" East, 212.81 feet; thence departing said parallel line North 66°36'04" East, 54.60 feet; thence South 77°22'47" East, 56.30 feet; thence South 59°50'50" East, 59.37 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'38" East along said East line, 84.57 feet to a point on said Existing Right of Way Line; thence departing said East line and along said Existing Right of Way line the following four (4) courses, South 89°48'32" West, 255.18 feet; thence South 00°12'29" East, 7.50 feet; thence South 89°47'31" West, 114.93 feet; thence North 89°55'07" West, 947.70 feet to the POINT OF BEGINNING.

CONTAINING 5.500 acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law,



SIGNATURE LINE
PRINT/TYPE NAME: JUDEE BOUARD



SIGNATURE LINE
PRINT/TYPE NAME: Leslie M. Premo



WANDA SHAFFER
aka Wanda Lawson Shaffer

ADDRESS OF GRANTOR:

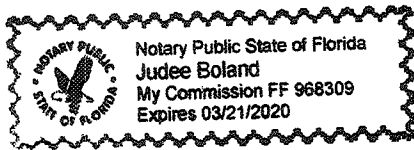
32913 CR 437
Sorrento, FL 32716

ATTACHMENT #1

PARCEL NO. 117.11
SECTION 11130
F.P. NO. 238275-2
PAGE 3

STATE OF FLORIDACOUNTY OF LAKE

The foregoing instrument was acknowledged before me this 9th day of JUNE, 2016, by Wanda Shaffer, who is personally known to me or who has produced _____ as identification.



Judge Boland
PRINT/TYPE NAME: JUDGE BOLAND
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

ACQUISITION OF THIS LAND IS
NECESSARY FOR R/W PURPOSES
UNDER THREAT OF CONDEMNATION
PURSUANT TO SEC. 337. 27 F.S.
CF
FL D.O.T.

2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000018852

Entity Name: ROUTE 46 PROPERTIES LLC**Current Principal Place of Business:**1321 TAPPIE TOORIE CIRCLE
LAKE MARY, FL 32746**Current Mailing Address:**1321 TAPPIE TOORIE CIRCLE
LAKE MARY, FL 32746 US**FEI Number:** 26-4345881**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**CROSON, DAVID A
1321 TAPPIE TOORIE CIRCLE
LAKE MARY, FL 32746 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name CROSON, DAVID A
Address 1321 TAPPIE TOORIE CIRCLE
City-State-Zip: LAKE MARY FL 32746

Title MGR
Name CROSON, KATHERINE R
Address 1321 TAPPIE TOORIE CIRCLE
City-State-Zip: LAKE MARY FL 32746

Title MGR
Name CROSON, CHARLES
Address 1321 TAPPIE TOORIE CIRCLE
City-State-Zip: LAKE MARY FL 32746

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID A. CROSON

MGR

01/18/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

RECEIVED

By RagusaE at 1:40 pm, Mar 01, 2021

PROPERTY RECORD CARD

General Information

Owner Name:	ROUTE 46 PROPERTIES LLC	Alternate Key:	1446392
Mailing Address:	1321 TAPPIE CIR LAKE MARY, FL 32746 Update Mailing Address	Parcel Number: ⓘ	27-19-27-0003-000-01000
		Millage Group and City:	0002 (UNINCORPORATED)
		2019 Total Certified Millage Rate:	15.0425
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	BOBWHITE LN MOUNT DORA FL 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 1/2 OF SW 1/4 OF SW 1/4--LESS SR 46 & LESS FROM SW COR OF SE 1/4 OF SEC 28-19-27 RUN S 89-40-03 E 2639.92 FT TO SE COR OF SE 1/4 OF SEC 28, N 0-01-01 E ALONG E LINE OF NE 1/4 OF SEC 33-19-27 THAT IS 3.12 FT FROM CENTERLINE OF SR 46, N 0-24-36 W ALONG E LINE OF SE 1/4 OF SEC 28 A DIST OF 26.96 FT TO A POINT ON EXISTING R/W LINE OF SR 46 FOR POB, THENCE RUN N 0-24-36 W ALONG SAID E LINE 128.07 FT, N 87-56-31 E 112.08 FT, N 33-16-03 E 168.56 FT, N 17-38-35 E 106.59 FT, N 89-35-46 E 276.87 FT, S 06-36-12 E 195.38 FT, S 06-36-48 W 72.85 FT TO A POINT ON A LINE 142 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E ALONG SAID PARALLEL LINE 83.69 FT, S 0-11-52 W 10 FT TO A POINT ON A LINE 132 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E ALONG SAID PARALLEL LINE 139.99 FT, N 0-11-52 E 10 FT TO A POINT ON A LINE 142 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E 110.01 FT, N 0-11-52 E 5 FT TO A POINT ON A LINE 147 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E 87.19 FT TO A POINT LOCATED N 0-0-19 W 147 FT FROM A NON-CURVE POINT OF INTERSECTION ON SAID CENTERLINE, S 89-40-11 E 212.81 FT, N 66-36-04 E 54.60 FT, S 77-22-47 E 56.30 FT, S 59-50-50 E 59.37 FT TO A POINT ON E LINE OF SW 1/4 OF SW 1/4 OF SEC 27-19-27, S 0-36-38 E ALONG SAID E LINE 84.57 FT TO A POINT ON SAID EXISTING R/W LINE, S 89-48-32 W 255.18 FT, S 0-12-29 E 7.50 FT, S 89-47-31 W 114.93 FT, N 89-55-07 W 947.50 FT TO POB-- ORB 3775 PG 1785		
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 RESIDENTIAL (0000)	0	0		4	AC	\$0.00	\$64,010.00
2	VACANT RESIDENTIAL (0000)	0	0		10.7	AC	\$0.00	\$171,227.00

3	WETLAND (9600)	0	0	3	AC	\$0.00	\$135.00
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[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
3775 / 1785	5/19/2009	Warranty Deed	Multi-Parcel	Vacant	\$725,000.00
4846 / 2321	6/9/2008	Quit Claim Deed	Multi-Parcel	Vacant	\$0.00
3039 / 1460	12/12/2005	Warranty Deed	Multi-Parcel	Improved	\$880,000.00
1220 / 2193	3/29/1993	Warranty Deed	Unqualified	Improved	\$0.00
984 / 1863	10/1/1988	Quit Claim Deed	Unqualified	Vacant	\$0.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2020 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	\$235,372	\$235,372	\$235,372	5.07340	\$1,194.14
LAKE COUNTY MSTU AMBULANCE	\$235,372	\$235,372	\$235,372	0.46290	\$108.95
LAKE COUNTY MSTU FIRE	\$235,372	\$235,372	\$235,372	0.47040	\$110.72
SCHOOL BOARD STATE	\$235,372	\$235,372	\$235,372	3.88500	\$914.42
SCHOOL BOARD LOCAL	\$235,372	\$235,372	\$235,372	2.99800	\$705.65
LAKE COUNTY MSTU STORMWATER	\$235,372	\$235,372	\$235,372	0.49570	\$116.67
ST JOHNS RIVER FL WATER MGMT DIST	\$235,372	\$235,372	\$235,372	0.24140	\$56.82
LAKE COUNTY VOTED DEBT SERVICE	\$235,372	\$235,372	\$235,372	0.11000	\$25.89
LAKE COUNTY WATER AUTHORITY	\$235,372	\$235,372	\$235,372	0.35570	\$83.72
NORTH LAKE HOSPITAL DIST	\$235,372	\$235,372	\$235,372	0.95000	\$223.60
				Total:	Total:
				15.0425	\$3,540.58

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 \$500)	Learn More View the Law

Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	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

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

Assessment Reduction Savings ⓘ

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

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 last updated on June 28, 2020.

[Site Notice](#)

RECEIVED

By RagusaE at 1:40 pm, Mar 01, 2021

PROPERTY RECORD CARD

General Information

Owner Name:	ROUTE 46 PROPERTIES LLC	Alternate Key:	3636163
Mailing Address:	1321 TAPPIE TOORIE CIR LAKE MARY, FL 32746 Update Mailing Address	Parcel Number: ⓘ	27-19-27-0003-000-03700
		Millage Group and City:	0002 (UNINCORPORATED)
		2019 Total Certified Millage Rate:	15.0425
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	NORTON LN MOUNT DORA FL 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	E 1/2 OF SW 1/4 OF SW 1/4--LESS SR 46 & LESS FROM SW COR OF SE 1/4 OF SEC 28-19-27 RUN S 89-40-03 E 2639.92 FT TO SE COR OF SE 1/4 OF SEC 28, N 0-01-01 E ALONG E LINE OF NE 1/4 OF SEC 33-19-27 THAT IS 3.12 FT FROM CENTERLINE OF SR 46, N 0-24-36 W ALONG E LINE OF SE 1/4 OF SEC 28 A DIST OF 26.96 FT TO A POINT ON EXISTING R/W LINE OF SR 46 FOR POB, THENCE RUN N 0-24-36 W ALONG SAID E LINE 128.07 FT, N 87-56-31 E 112.08 FT, N 33-16-03 E 168.56 FT, N 17-38-35 E 106.59 FT, N 89-35-46 E 276.87 FT, S 06-36-12 E 195.38 FT, S 06-36-48 W 72.85 FT TO A POINT ON A LINE 142 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E ALONG SAID PARALLEL LINE 83.69 FT, S 0-11-52 W 10 FT TO A POINT ON A LINE 132 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E ALONG SAID PARALLEL LINE 139.99 FT, N 0-11-52 E 10 FT TO A POINT ON A LINE 142 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E 110.01 FT, N 0-11-52 E 5 FT TO A POINT ON A LINE 147 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E 87.19 FT TO A POINT LOCATED N 0-0-19 W 147 FT FROM A NON-CURVE POINT OF INTERSECTION ON SAID CENTERLINE, S 89-40-11 E 212.81 FT, N 66-36-04 E 54.60 FT, S 77-22-47 E 56.30 FT, S 59-50-50 E 59.37 FT TO A POINT ON E LINE OF SW 1/4 OF SW 1/4 OF SEC 27-19-27, S 0-36-38 E ALONG SAID E LINE 84.57 FT TO A POINT ON SAID EXISTING R/W LINE, S 89-48-32 W 255.18 FT, S 0-12-29 E 7.50 FT, S 89-47-31 W 114.93 FT, N 89-55-07 W 947.50 FT TO POB-- ORB 3775 PG 1785		
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 RESIDENTIAL (0000)	0	0		2	AC	\$0.00	\$32,005.00
2	VACANT RESIDENTIAL (0000)	0	0		13.55	AC	\$0.00	\$216,834.00

[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
4846 / 2321	6/9/2016	Quit Claim Deed	Multi-Parcel	Vacant	\$0.00
3775 / 1785	5/19/2009	Warranty Deed	Multi-Parcel	Vacant	\$725,000.00
3039 / 1460	12/12/2005	Warranty Deed	Multi-Parcel	Vacant	\$1.00
1428 / 2391	3/1/1996	Warranty Deed	Unqualified	Improved	\$0.00
1339 / 640	1/1/1995	Quit Claim Deed	Unqualified	Improved	\$0.00
1220 / 2194	3/1/1993	Warranty Deed	Unqualified	Improved	\$0.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2020 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	\$248,839	\$248,839	\$248,839	5.07340	\$1,262.46
LAKE COUNTY MSTU AMBULANCE	\$248,839	\$248,839	\$248,839	0.46290	\$115.19
LAKE COUNTY MSTU FIRE	\$248,839	\$248,839	\$248,839	0.47040	\$117.05
SCHOOL BOARD STATE	\$248,839	\$248,839	\$248,839	3.88500	\$966.74
SCHOOL BOARD LOCAL	\$248,839	\$248,839	\$248,839	2.99800	\$746.02
LAKE COUNTY MSTU STORMWATER	\$248,839	\$248,839	\$248,839	0.49570	\$123.35
ST JOHNS RIVER FL WATER MGMT DIST	\$248,839	\$248,839	\$248,839	0.24140	\$60.07
LAKE COUNTY VOTED DEBT SERVICE	\$248,839	\$248,839	\$248,839	0.11000	\$27.37
LAKE COUNTY WATER AUTHORITY	\$248,839	\$248,839	\$248,839	0.35570	\$88.51
NORTH LAKE HOSPITAL DIST	\$248,839	\$248,839	\$248,839	0.95000	\$236.40
			Total:	15.0425	Total: \$3,743.16

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 \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law

Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	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

Exemption Savings ⓘ

The exemptions marked with a  above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark 

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

Assessment Reduction Savings ⓘ

The assessment reductions marked with a  above are providing a tax dollar savings of: **\$0.00**

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

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Property data last updated on June 28, 2020.

[Site Notice](#)

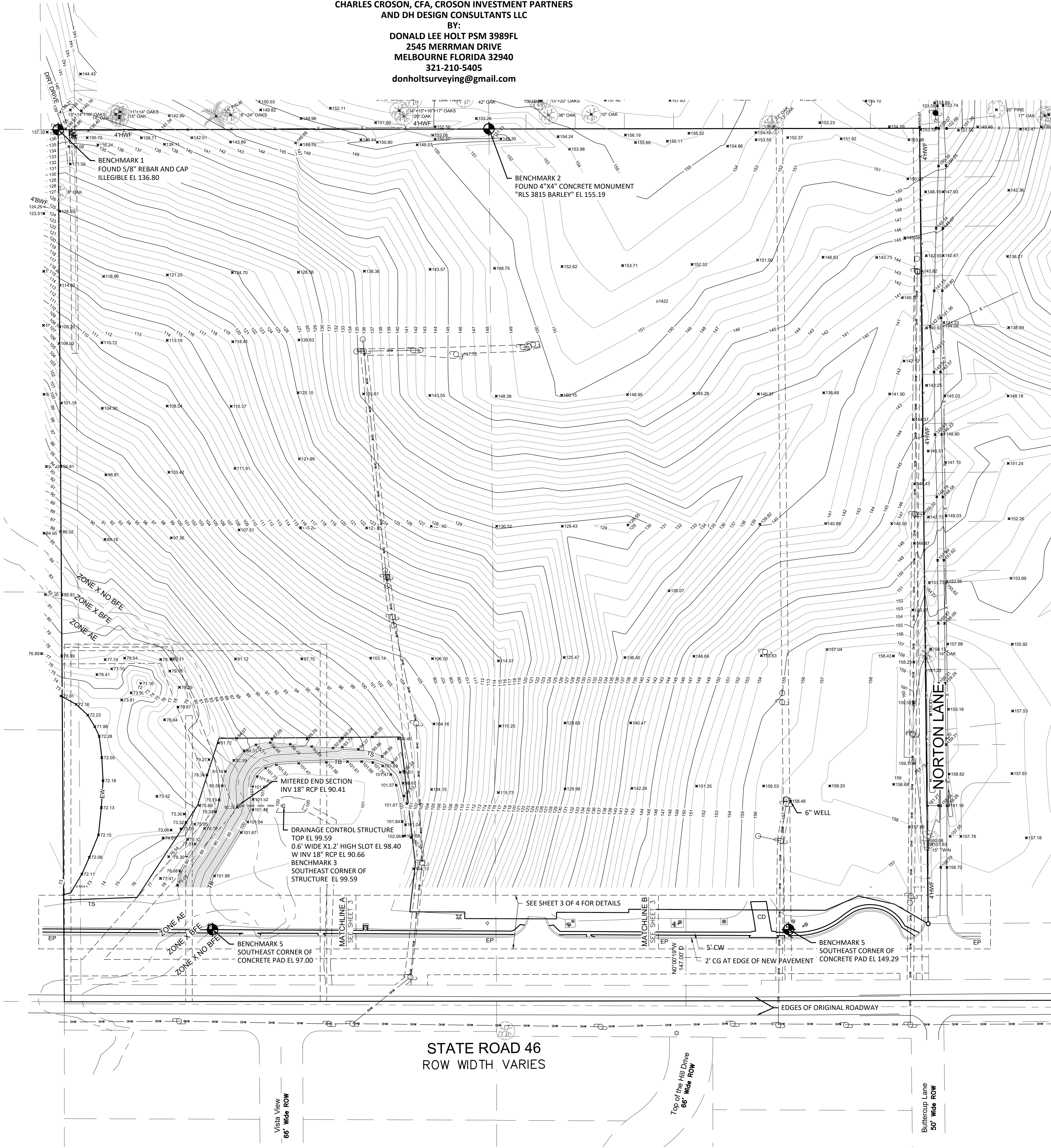
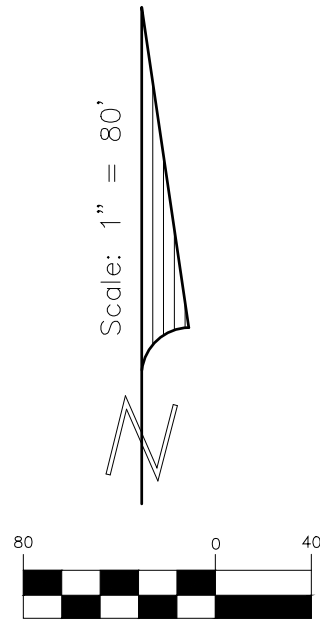
REVISIONS	
DATE	DESCRIPTION
4-15-2018	TREES ADDED

SHEET INDEX
SHEET 1 - BOUNDARY SURVEY AND DESCRIPTION
SHEET 2 - TOPOGRAPHIC SURVEY AND LEGEND
SHEET 3 - TOPOGRAPHIC SURVEY DETAILS
SHEET 4 - TREE SURVEY AND TABLE

THIS TOPOGRAPHIC SURVEY
WAS PREPARED FOR:
CHARLES CROSON, CFA, CROSON INVESTMENT PARTNERS
AND DH DESIGN CONSULTANTS LLC
BY:
DONALD LEE HOLT PSM 3989FL
2545 MERRMAN DRIVE
MELBOURNE FLORIDA 32940
321-210-5405
donholtsurveying@gmail.com

LEGEND AND ABBREVIATIONS

- ARV - AIR RELEASE VALVE
- BFE - BASE FLOOD ELEVATION DETERMINED
- ▽ - CAMPHOR TREE, ON-SITE
- ✕ - CHERRY LAUREL TREE, ON-SITE
- CG - CONCRETE CURB AND GUTTER
- CD - CONCRETE DRIVE
- CW - CONCRETE WALK
- D - DESCRIBED INFORMATION
- DMH - DRAINAGE MANHOLE
- — — - EDGE OF DENSE VEGETATION
- EP - EDGE OF PAVEMENT
- EL - ELEVATION
- - - - FEMA FLOOD ZONE LINES
- FT - FENCE TIE
- X- - FENCE LINE
- - FENCE POST
- ⛑ - FIRE HYDRANT
- FM - FORCE MAIN
- HWF - HOG WIRE FENCE
- ID - IDENTIFICATION
- INV - INVERT
- LB - LICENSED BUSINESS
- LS - LICENSED SURVEYOR
- ☆ - LIGHT POLE
- M - MEASURED INFORMATION
- (with cross) - OAK TREE, ON-SITE/OFF-SITE
- ORB - OFFICIAL RECORDS BOOK
- PG - PAGE OR PAGES
- PB - PLAT BOOK
- ◇ (with star) - PALM TREE, ON-SITE/OFF-SITE
- ◇ (with circle) - PINE TREE, OFF-SITE
- RBOV - RECLAIMED BLOW OFF VALVE
- ⛑ (with cross) - RECLAIMED WATER METER
- ⛑ (with cross) - RECLAIMED WATER VALVE
- LB3827 ○ - RECOVERED 4" ROUND CONCRETE MONUMENT LB3827
- RCP - REINFORCED CONCRETE PIPE
- ROW - RIGHT OF WAY
- ⛑ (with cross) - SANITARY METER
- ⛑ (with cross) - SANITARY VALVE
- LS3989 Ⓞ - SET 1/2" REBAR AND CAP LS 3989
- △ - SWEET GUM TREE, ON-SITE
- - TELEPHONE RISER
- TS - TOE OF SLOPE
- TB - TOP OF BANK
- UE - UTILITY EASEMENT
- ⛑ (with cross) - UTILITY POLE AND GUY WIRE
- — — - WATER METER
- ⛑ (with cross) - WATER VALVE
- WPB - WIRE PULL BOX
- OHW- - OVERHEAD UTILITY WIRE



SURVEY NOTES

ELEVATIONS ARE BASED ON TIES TO CONTROL POINTS 1033 AND 1034 SITUATED ON THE SOUTH SIDE OF STATE ROAD 46 AS SHOWN, ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY PROJECT NETWORK CONTROL SURVEY FOR WEKIVA PARKWAY AND STATE ROAD 46 REALIGNMENT PREPARED BY WANTMAN GROUP INC IN 2011.

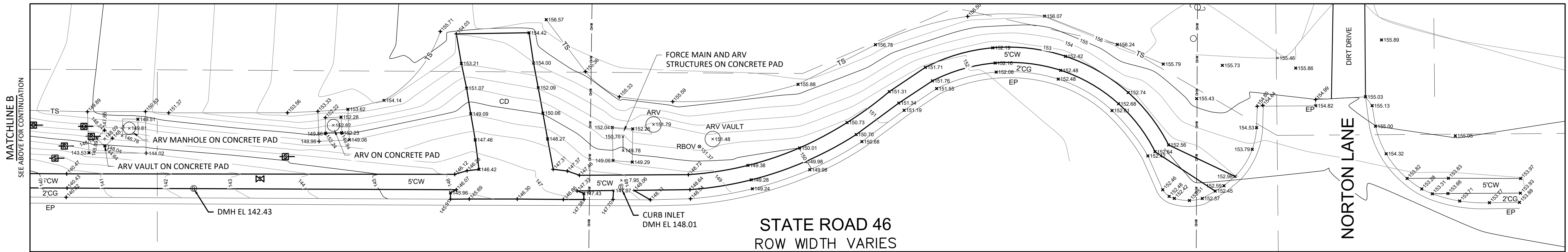
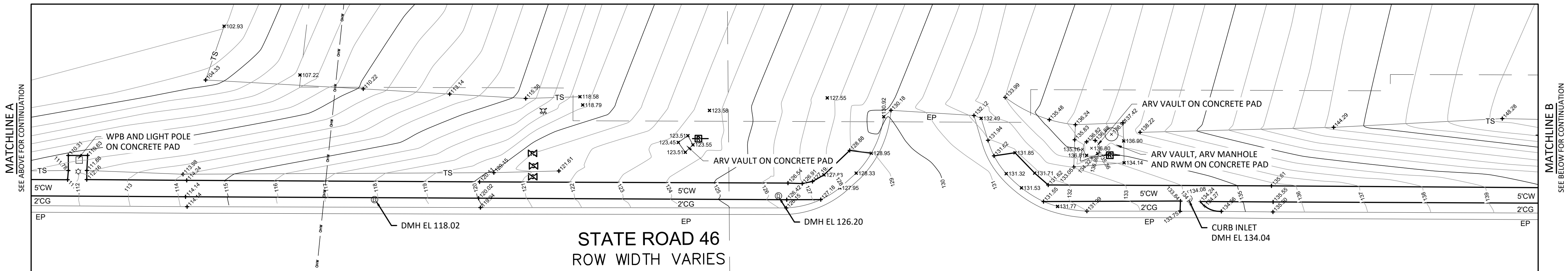
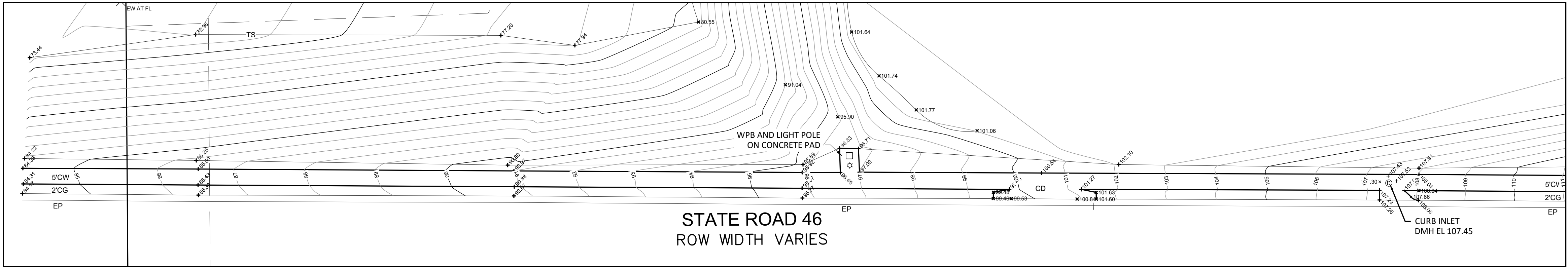
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TOPOGRAPHIC SURVEY
ALT KEY 1446392 AND ALT KEY 3636163

Donald Lee Holt
2545 Merrman Drive
Melbourne, Florida 32940
Palm Shores, Florida 32909
Donal Lee Holt PSM #3989

Sheet

THIS TOPOGRAPHIC SURVEY
WAS PREPARED FOR:
CHARLES CROSON, CFA, CROSON INVESTMENT PARTNERS
AND DH DESIGN CONSULTANTS LLC
BY:
DONALD LEE HOLT PSM 3989FL
2545 MERRMAN DRIVE
MELBOURNE FLORIDA 32940
321-210-5405
donholtsurveying@gmail.com



SURVEY NOTES

- ELEVATIONS ARE BASED ON TIES TO CONTROL POINTS 1033 AND 1034 SITUATED ON THE SOUTH SIDE OF STATE ROAD 46 AS SHOWN, ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY PROJECT NETWORK CONTROL SURVEY FOR WEKIVA PARKWAY AND STATE ROAD 46 REALIGNMENT PREPARED BY WANTMAN GROUP INC IN 2011.
- SEE SHEET 2 OF 4 FOR CONTINUATION OF TOPOGRAPHY.

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TOPOGRAPHIC SURVEY
ALT KEY 1446392 AND ALT KEY 3636163

Donald Lee Holt
2545 Merrman Drive
Palm Shores, Florida 32940
Donald Lee Holt PSM #3989

SCALE: 1" = 80'
DATE: 3-6-19
DRAWN BY: DASH
CHECKED BY: DLH
REVISED BY:
DRAWING: CROSON-BNT

Sheet
3 of 4

ORDINANCE NO: 2021-07

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED NORTH SIDE OF SR 46 AND WEST SIDE OF NORTON LANE; 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 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 Route 46 Properties LLC (Property Owner) is the fee simple owner of that property generally located North side of SR 46 and West side of Norton Lane 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; 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 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 side of SR 46 and West side of Norton Lane, in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

THE FOLLOWING LEGAL DESCRIPTION IS FOUND IN OFFICIAL RECORDS BOOK 5184, PAGE 1448, AS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTS FOR LAKE COUNTY, FLORIDA.

THIS DESCRIPTION IS AN UPDATED VERSION TO REFLECT A RIGHT OF WAY TAKING PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 11130, FP 238275-2, FOR STATE ROAD NO. 46.

THAT PART OF: THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF STATE ROAD 46, WHICH PROPERTY IS ALSO DESCRIBED AS A PORTION OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27; THENCE N00°23'59"W A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, N00°23'56"W A DISTANCE OF 1296.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE N89°54'34"E ALONG SAID LINE A DISTANCE OF 1313.48 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'53"E ALONG SAID LINE A DISTANCE OF 1296.28 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP RECORDED IN MAP BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°54'27"W ALONG SAID LINE A DISTANCE OF 1318.15 FEET TO THE POINT OF BEGINNING. (BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3775, PAGE 1785 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA).

LESS RIGHT OF WAY FOR STATE ROAD 46 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11130-FP 238275;

DESCRIBED AS FOLLOWS: COMMENCE AT A 3-1/2"X3" CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28,

TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP238275-2; THENCE S89°40'03"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SAID CORNER BEING LOCATED N00°01'01"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N00°24'36"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 26.96 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE N00°24'36"W ALONG SAID EAST LINE 128.07 FEET; THENCE DEPARTING SAID EAST LINE N87°56'31"E 112.08 FEET; THENCE N33°16'03"E 168.56 FEET; THENCE N17°38'35"E 106.59 FEET; THENCE N89°35'46"E 276.87 FEET; THENCE S06°36'12"E 195.38 FEET; THENCE S06°36'48"W 72.85 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 83.69 FEET; THENCE DEPARTING SAID PARALLEL LINE S00°11'52"W 10.00 FEET TO A POINT ON A LINE 132.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 139.99 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 10.00 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 110.01 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 5.00 FEET TO A POINT ON A LINE 147.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 87.19 FEET TO A POINT ON A LINE LOCATED N00°00'19"W 147.00 FEET FROM A NON CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 99+04.88; THENCE DEPARTING SAID PARALLEL LINE S89°40'11"E 212.81 FEET; THENCE DEPARTING SAID PARALLEL LINE N66°36'04"E 54.60 FEET; THENCE S77°22'47"E 56.30 FEET; THENCE S59°50'50"E 59.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'38"E ALONG SAID EAST LINE 84.57 FEET TO A POINT ON SAID EXISTING RIGHT OF WAY LINE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, S89°48'32"W 255.18 FEET; THENCE S00°12'29"E 7.50 FEET; THENCE S89°47'31"W 114.93 FEET; THENCE N89°55'07"W 947.70 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 33.83 ACRES, MORE OR LESS.

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

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

THE FOLLOWING LEGAL DESCRIPTION IS FOUND IN OFFICIAL RECORDS BOOK 5184, PAGE 1448, AS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTS FOR LAKE COUNTY, FLORIDA.

THIS DESCRIPTION IS AN UPDATED VERSION TO REFLECT A RIGHT OF WAY TAKING PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 11130, FP 238275-2, FOR STATE ROAD NO. 46.

THAT PART OF: THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF STATE ROAD 46, WHICH PROPERTY IS ALSO DESCRIBED AS A PORTION OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27; THENCE N00°23'59"W A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, N00°23'56"W A DISTANCE OF 1296.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE N89°54'34"E ALONG SAID LINE A DISTANCE OF 1313.48 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'53"E ALONG SAID LINE A DISTANCE OF 1296.28 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP RECORDED IN MAP BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°54'27"W ALONG SAID LINE A DISTANCE OF 1318.15 FEET TO THE POINT OF BEGINNING. (BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3775, PAGE 1785 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA).

LESS RIGHT OF WAY FOR STATE ROAD 46 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION

11130-FP 238275;

DESCRIBED AS FOLLOWS: COMMENCE AT A 3-1/2"X3" CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP238275-2; THENCE S89°40'03"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SAID CORNER BEING LOCATED N00°01'01"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N00°24'36"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 26.96 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE N00°24'36"W ALONG SAID EAST LINE 128.07 FEET; THENCE DEPARTING SAID EAST LINE N87°56'31"E 112.08 FEET; THENCE N33°16'03"E 168.56 FEET; THENCE N17°38'35"E 106.59 FEET; THENCE N89°35'46"E 276.87 FEET; THENCE S06°36'12"E 195.38 FEET; THENCE S06°36'48"W 72.85 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 83.69 FEET; THENCE DEPARTING SAID PARALLEL LINE S00°11'52"W 10.00 FEET TO A POINT ON A LINE 132.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 139.99 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 10.00 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 110.01 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 5.00 FEET TO A POINT ON A LINE 147.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 87.19 FEET TO A POINT ON A LINE LOCATED N00°00'19"W 147.00 FEET FROM A NON CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 99+04.88; THENCE DEPARTING SAID PARALLEL LINE S89°40'11"E 212.81 FEET; THENCE DEPARTING SAID PARALLEL LINE N66°36'04"E 54.60 FEET; THENCE S77°22'47"E 56.30 FEET; THENCE S59°50'50"E 59.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'38"E ALONG SAID EAST LINE 84.57 FEET TO A POINT ON SAID EXISTING RIGHT OF WAY LINE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, S89°48'32"W 255.18 FEET; THENCE S00°12'29"E 7.50 FEET; THENCE S89°47'31"W 114.93

FEET; THENCE N89°55'07"W 947.70 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 33.83 ACRES, MORE OR LESS.

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

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

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

SECTION 8. LIMITED CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance which amend City of Mount Dora Code of Ordinances, Chapter 2, Administration, Article II, City Council, Division 2, Election of Members, Section 2.48, Creation of districts; boundaries described, shall be codified and the sections, divisions and provisions hereof renumbered or re-lettered as deemed appropriate by the codifier. All remaining provisions of this Ordinance shall not be codified. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney may be corrected.

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

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

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

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this __ day of __ 2021.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

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

JESSICA BURNHAM, CITY CLERK

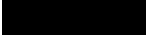
Sherry G. Sutphen, City Attorney

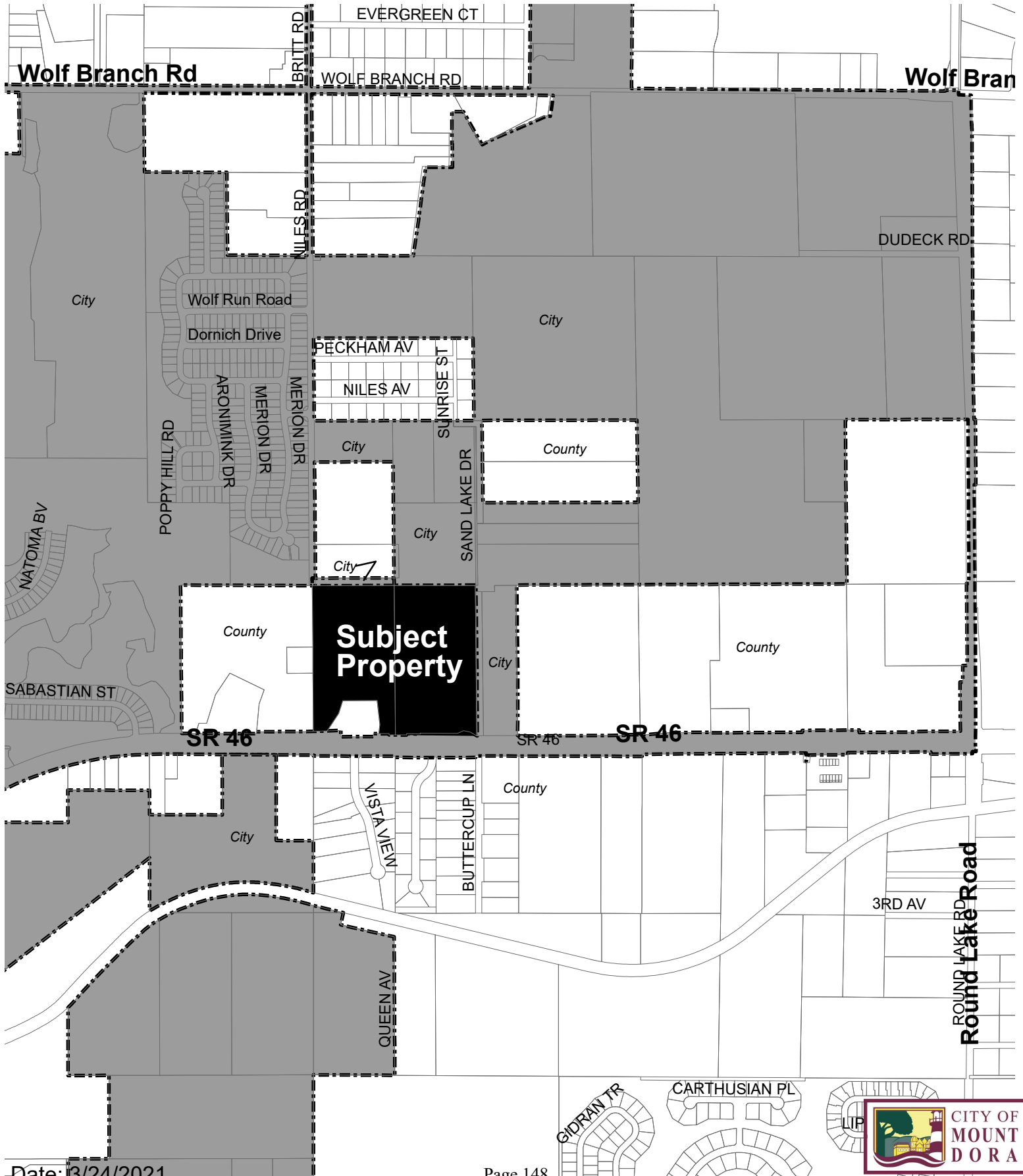
EXHIBIT "A"
Property Depiction

Exhibit "A"
Route 46 Properties, LLC
Proposed Annexation (33.38 Acres)



Legend

-  Subject Property
-  City Limits





CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Approval of Single Reading (Final) Ordinance No. 2021-08, Small-Scale Future Land Use Map Amendment for Route 46 Properties, LLC

Introduction:

This is a request for City Council to approve the single reading and adoption of Ordinance No. 2021-08.

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

Discussion:

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

Further descriptions and the land use report are contained in Attachment #1 (PZC/LPA Staff Report). The advertisements for the adoption hearing are provided in Attachment #2. The applicant is requesting an amendment to the City's Future Land Use Map. The project is located on the north side of State Road 46 and the west side of Norton Lane and includes approximately 34 total acres. The proposed small scale amendment will change from County Urban Low Density (4 dwelling units per acre) 8.07 acres to City Residential High (18 du/ac) and 24.91 acres to Commercial.

This parcel was included in the overall Wolf Branch Innovation District study area. Land located east of this parcel, along SR 46, will be developed with consistent development intensities and densities.

This Ordinance shall take effect 31 days after the adoption of the annexation Ordinance, per Florida Statutes. Annexation Ordinance No, 2021-07 is being processed in concert and includes additional land for annexation to be included in the overall project.

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

The Planning and Zoning Commission (PZC), acting as the Local Planning Agency, at their regularly scheduled meeting held on October 20, 2021, recommended approval (vote 6-1) of the Small-Scale Future Land Use Map Amendment to Residential High land use designation.

The Development Review Committee (DRC) on July 28, 2021, and again on September 29, 2021, reviewed and recommended approval of the Small-Scale Future Land Use Map Amendment to Residential High and Commercial land use designations.

Budget Impact:

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

Strategic Impact:

Future Land Use Map amendments which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities. GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation The City Council adopt under single reading Ordinance No. 2021-08 the Small-Scale Future Land Use Map Amendment.

Attachment(s):

1. Attachment 1 Annexation Summary Report (ADA)
2. Attachment 2 Legal Ad Publications (ADA)
3. Ordinance 2021-08 FLUM Route 46 Properties.SGS
4. Exhibit A FLUM Amendment
5. Exhibit B FLUM Legal Description Residential High
6. Exhibit C FLUM Legal Description Commercial

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 11/9/2021

Approved - 11/10/2021

Approved - 11/10/2021

Final Approval - 11/10/2021



**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
ROUTE 46 PROPERTIES, LLC**

Report Date:

November 16, 2021

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Owner: Route 46 Properties, LLC
 Applicant: LPG Urban & Regional Planners, Inc.
 Existing Use: Vacant Lands
 Alt. Key(s): Alt. Key# 1446392 and 3636163
 Proposed Use: Mixed Used (Multi-Family Residential and General Commercial)
 Future Land Use: County Residential Urban Low Density (4 du/acre)
 Proposed FLU: City Residential High (18 du/ac) and Commercial (FAR 0.35)
 Current Zoning: County Agriculture
 Proposed Zoning: City Planned Unit Development PUD (Mixed Use)
 City Council District: District 2
 Site Area: 33.38+/- acre (or 1,481,040 sq. ft.)
 JPA: Yes

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County/City	Res Low	Ag/ R-1	Nursery/ Wekiva Ridge
South	County	Res Low	R-2	SFR
East	City	Res Low	R-1	Wekiva Ridge
East	City	Office	OP	Vacant Land
West	County	Res Low	Ag	Vacant Land

Analysis:

The subject property is located at the southern terminus of Niles Road and north side of SR 46. This parcel is intended to be a mixed use development and an application for a Planned Unit Development and Future Land Use Map Amendment are being process in concert with the annexation petition. The subject property is located in the City/County Joint Planning Area (JPA). The property is contiguous to the City limits adjacent to the east and north and eligible for annexation.

Annexation Route 46 Properties, LLC Summary Report

Page 2

Notification:

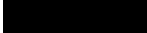
JPA Notice to Lake County: March 2, 2021 and again on July 8, 2021
Notice to Lake County BCC [Ch. 171.044(3) F.S]: November 8, 2021
Ordinance Enactment Legal Ad: November 26, 2021
Non-Legal Ad (1): November 19, 2021
Non-Legal Ad (2): November 26, 2021
Notice after adoption per 171.044(3) F.S.: Date to be scheduled

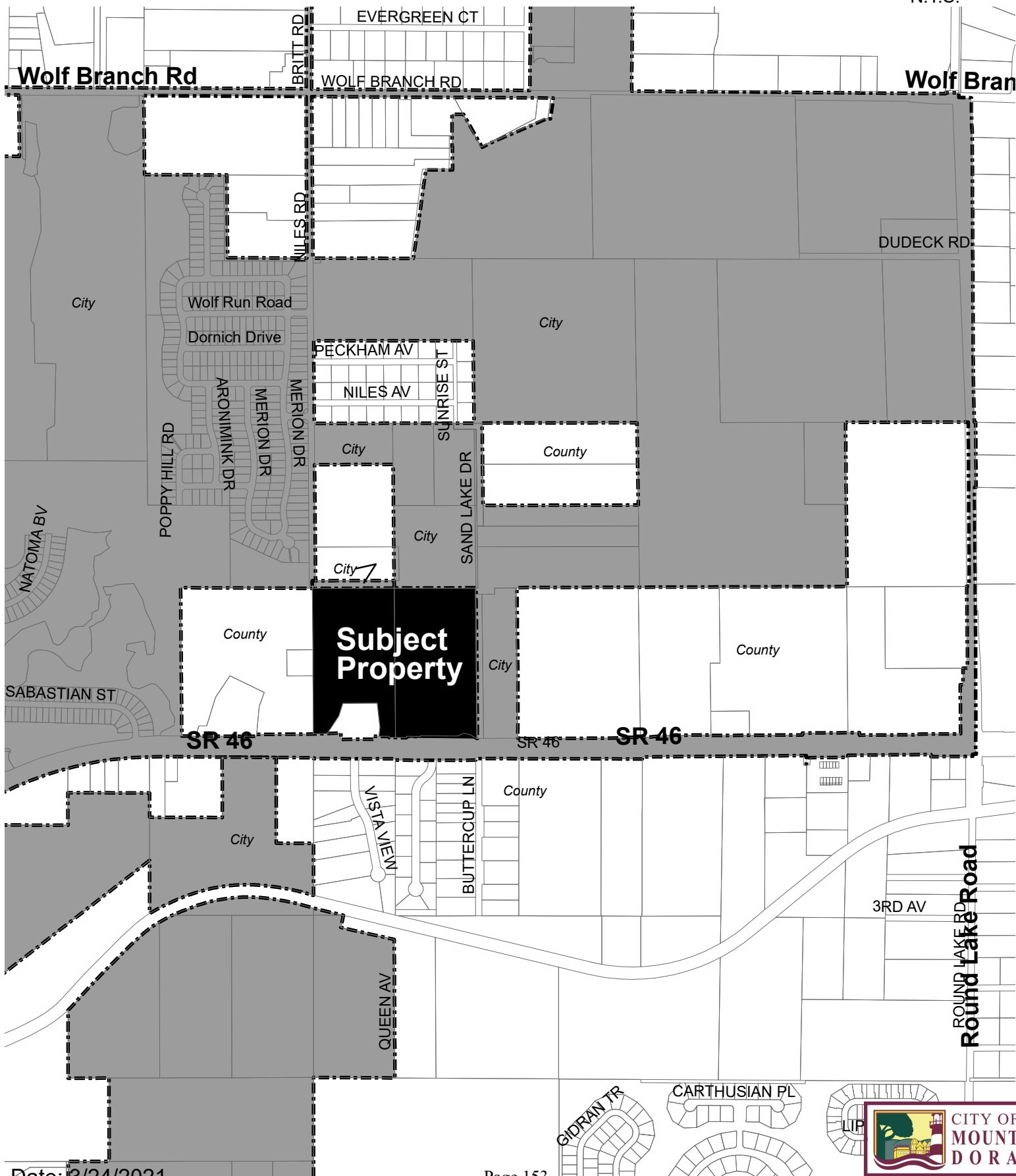
Public Hearing Schedule:

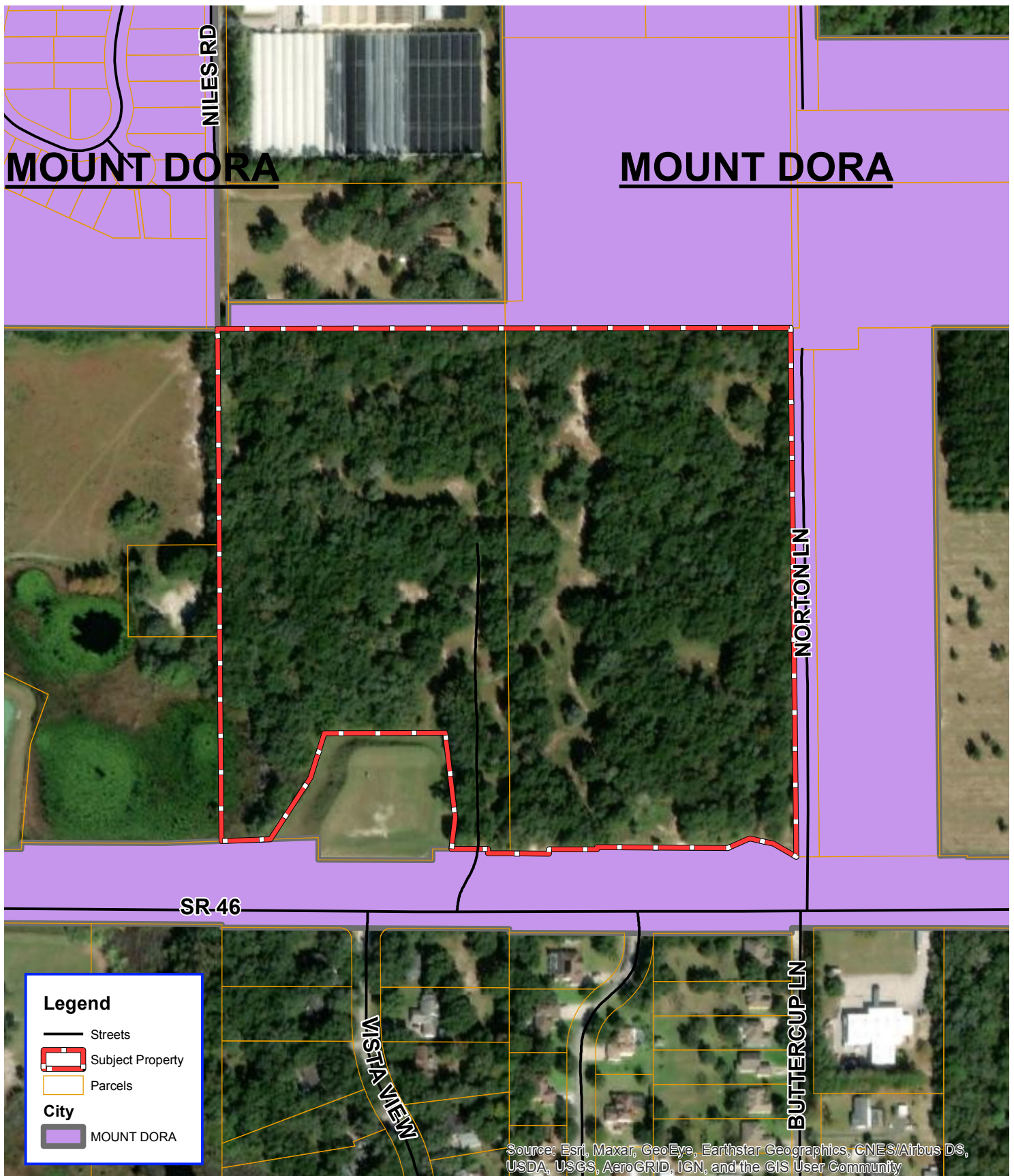
DRC: March 31, 2021
City Council 1st Reading: November 16, 2021
City Council 2nd Reading/Adoption: December 7, 2021

Route 46 Properties, LLC Proposed Annexation (33.38 Acres)

Legend

-  Subject Property
-  City Limits





0 100 200 300
Feet

1 inch = 300 feet

City of Mount Dora
Route 46 Properties LLC
 Lake County, Florida
 City Limit Map

Project No.: 1875-1
 File Name: City Limit.mxd
 Project Name: Route 46 Prop
 Project Manager: Sherie L.
 Creation Date: August 9, 2020
 Created By: J.Meier





CITY OF
MOUNT
DORA

ANNX21-01

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

VOLUNTARY ANNEXATION APPLICATION

Date : 12/17/2020

1. Applicant's Name: Greg Beliveau
 Company's Name: LPG Urban & Regional Planners, Inc
 Address: 1162 Camp Avenue
 City, State & Zip: Mount Dora, FL 32757
 Phone: (352) 385-1940 E-mail: gregb@lpgurp.com
2. Owner's Name: Route 46 Properties, LLC (Charles Croson, Manager)
 Company's Name: Route 46 Properties, LLC
 Address: 1321 Tappie Circle
 City, State & Zip: Lake Mary, FL 32746
 Phone: (407) 488-7945 E-mail: charles@croson.com
3. The property generally located (list adjacent streets): Bobwhite Lane, CR 46, north
of Vista View (Hacienda Hill Subdivision) across CR 46
4. The address(s) of the property: Bobwhite Lane
5. Alt Key(s): 1446392, 3636163
6. Size of property in Acres: 34 +/- acres Square Feet: 1,481,040
7. Does property have, or will it have City Water and Sewer?
Request for annexation and connection to City utilities (water and sewer)

8. Does property have, or will it have Well or Septic Tank?
No
9. Current Zoning District (County): Agriculture
10. Future Land Use Category (County): Urban Low (4 units/acre)
11. Requested Zoning District (City): Mixed Use PUD
12. Requested Future Land Use Category (City): Residential High Density (18 units/acre)
and Commercial
13. Present use and structures on the property (list number of residential dwelling units):
Undeveloped

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)


Date

February 24, 2021

Route 46 Properties, LLC hereby authorizes Greg Beliveau with LPG Urban and Regional Planners, Inc. to act as our agent in the submittal and signing of a petition for approval of an annexation, large scale comprehensive plan amendment from Urban Low Density to Commercial and Residential, and rezoning to Planned Unit Development.

Signed:

David A Croson

Da.vid A Croson
Managing Member

STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Seminole *gc7*

The foregoing instrument was acknowledged before me the 26th day of February, 2021, by David A. Croson as Managing Member of Route 46 Properties, LLC on behalf of the corporation. He is personally known to me.

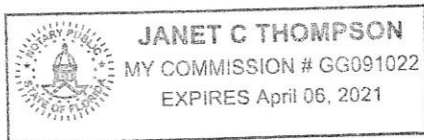
Janet C Thompson
Notary Public – State of Florida

Janet C Thompson

Print Name

My Commission Expires: April 6, 2021

Commission Number: GG091022



RECEIVED**By RagusaE at 1:43 pm, Mar 01, 2021**

CFN 2009057503
 Bk 03775 Pgs 1785 - 1786 (2pgs)
 DATE: 05/29/2009 09:31:17 AM
 NEIL KELLY, CLERK OF COURT
 LAKE COUNTY
 RECORDING FEES 18.50
 DEED DOC 5:075.00

Prepared by/Return to:
Campione & Hackney, P.A.
 David M. Campione, Esquire
 2750 Dora Avenue
 Tavares, FL 32778
 File No.: 09-00006 LH

Parcel ID #: AK#1446392 & AK#3636163

Warranty Deed

This Warranty Deed made this 19th day of May, 2009, between **ASC Properties, Inc.**, a Florida corporation ("Grantor"), whose address is 1331 Heim Road, Mount Dora, FL 32757, and **Route 46 Properties LLC**, a Florida limited liability company ("Grantee"), whose address is 26014 Estates Ridge Drive, Sorrento, Florida 32776.

For and in consideration of the sum of Ten & 00/100's Dollars (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, Grantor has granted, bargained and sold to Grantee and Grantee's heirs forever that certain land located in Lake County, Florida, further described in **Exhibit "A"** hereto, incorporated by reference and made a part hereof.

Together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereto appertaining.

Grantor hereby covenants with said grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.
 *Singular and plural are interchangeable as context requires.

Subject to taxes for the year 2009 and subsequent years and easements and restrictions of record, if any; however, this reference shall not serve to reimpose same.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
 in the presence of:

Grantor: ASC Properties, Inc.

By:

Rene Soto
 As Its Vice President

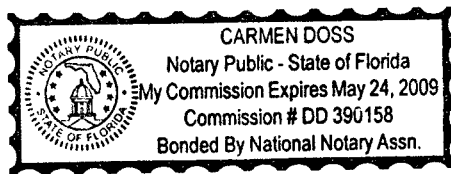
1st Witness Name:

2nd Witness Name:

Warranty Deed
Page Two

State of Florida
 County of Lake

The foregoing instrument was acknowledged before me this 19th day of May, 2009, by Rene Soto, as Vice President of ASC Properties, Inc., on behalf of the corporation, ___ who is personally known to me or X who has produced Florida Drivers License as identification and who ___ did X did not take an oath.



Carmen Doss
 Notary Public
 My Commission Expires:

Exhibit "A"
Property Description

The Southwest 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, less road right-of-way of State Road No. 46, which property is also described as a portion of Section 27, Township 19 South, Range 27 East, more particularly described as follows: commence at the Southwest corner of said Section 27; thence North 00°23'59" West, a distance of 33.00 feet to the point of beginning; thence continue along the West line of the Southwest 1/4 of said Section 27, North 00°23'59" West, a distance of 1296.30 feet, to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence North 89°54'34" East, along said line a distance of 1313.48 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'53" East, along said line a distance of 1296.28 feet to a point on the North right-of-way line of State Road No. 46 as shown on the Florida Department of Transportation maintenance map recorded in Map Book 7, Page 64 of the Public Records of Lake County, Florida; thence South 89°54'27" West, along said line a distance of 1318.15 feet to the point of beginning.

RECEIVED

By RagusaE at 1:43 pm, Mar 01, 2021

04-QCD01-08/01

June 7, 2016

This instrument prepared by

ROBIN D. DERR

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

TAX EXEMPT
F.S. 337.27

Please Return To:
Fla Department of Transportation
719 S Woodland Blvd
R / W Records Mgmt, MS 551
DeLand, FL 32720-6834
Attn: S. Hutchison

PARCEL NO. 117.11

SECTION 11130

F.P. NO. 238275 2

STATE ROAD 46

COUNTY LAKE

QUITCLAIM DEED

THIS QUITCLAIM DEED, Made this 9th day of JUNE, 2016, by WANDA SHAFFER, a single woman, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.)

WITNESSETH: That the said grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the said grantee forever, all right, title, interest, claim and demand, which said grantor has in and to the hereinafter described parcel of land arising out of that certain Unrecorded Lease, together with all other right, title, interest, claim and demand, if any, which the said grantor has in and to said parcel situate in the County of Lake, Florida, viz:

PARCEL 117

SECTION 11130
F.P. No. 238275-2

That part of:

"The Southwest 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, less road right-of-way of State Road No. 46, which property is also described as a portion of Section 27, Township 19 South, Range 27 East, more particularly described as follows: commence at the Southwest corner of said Section 27; thence North 00°23'59" West, a distance of 33.00 feet to the point of beginning; thence continue along the West line of the Southwest 1/4 of said Section 27, North 00°23'56" West, a distance of 1296.30 feet, to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence North 89°54'34" East, along said line a distance of 1313.48 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'53" East, along said line a distance of 1296.28 feet to a point on the North right-of-way line of State Road No. 46 as shown on the Florida Department of Transportation maintenance map recorded in Map Book 7, Page 64 of the Public Records of Lake County, Florida; thence South 89°54'27" West, along said line a distance of 1318.15 feet to the point of beginning."

(Being the lands described in Official Records Book 3775, Page 1785 of the Public Records of Lake County, Florida.)

Described as follows:

COMMENCE at a 3 1/2" x 3" Concrete Monument with a drill hole in the center marking the Southwest Corner of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence South 89°40'03" East along the South line of the Southeast 1/4

PARCEL NO. 117.11
SECTION 11130
F.P. NO. 238275-2
PAGE 2

of said Section 28, a distance of 2639.92 feet to the Southeast corner of the Southeast 1/4 of said Section 28, said corner being located North 00°01'01" East along the East line of the Northeast 1/4 of Section 33, Township 19 South, Range 27 East, 3.12 feet from the Centerline of Survey of State Road 46 at Station 89+57.36 as shown on said Right of Way Map; thence North 00°24'36" West along the East line of the Southeast 1/4 of said Section 28, a distance of 26.96 feet to a point on the Existing Right of Way Line of State Road 46 as shown on said Right of Way Map and the POINT OF BEGINNING; thence departing said Existing Right of Way Line, North 00°24'36" West along said East line, 128.07 feet; thence departing said East line North 87°56'31" East, 112.08 feet; thence North 33°16'03" East 168.56 feet; thence North 17°38'35" East, 106.59 feet; thence North 89°35'46" East, 276.87 feet; thence South 06°36'12" East, 195.38 feet; thence South 06°36'48" West, 72.85 feet to a point on a line 142.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 83.69 feet; thence departing said parallel line South 00°11'52" West, 10.00 feet to a point on a line 132.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 139.99 feet; thence departing said parallel line North 00°11'52" East, 10.00 feet to a point on a line 142.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 110.01 feet; thence departing said parallel line North 00°11'52" East, 5.00 feet to a point on a line 147.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 87.19 feet to a point located North 00°00'19" West, 147.00 feet from a non-curve point of intersection on said Centerline at Station 99+04.88; thence departing said parallel line, South 89°40'11" East, 212.81 feet; thence departing said parallel line North 66°36'04" East, 54.60 feet; thence South 77°22'47" East, 56.30 feet; thence South 59°50'50" East, 59.37 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'38" East along said East line, 84.57 feet to a point on said Existing Right of Way Line; thence departing said East line and along said Existing Right of Way line the following four (4) courses, South 89°48'32" West, 255.18 feet; thence South 00°12'29" East, 7.50 feet; thence South 89°47'31" West, 114.93 feet; thence North 89°55'07" West, 947.70 feet to the POINT OF BEGINNING.

CONTAINING 5.500 acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law,



SIGNATURE LINE
PRINT/TYPE NAME: JUDEE BOUARD



SIGNATURE LINE
PRINT/TYPE NAME: Leslie M. Premo



WANDA SHAFFER
aka Wanda Lawson Shaffer

ADDRESS OF GRANTOR:

32913 CR 437
Sorrento, FL 32716

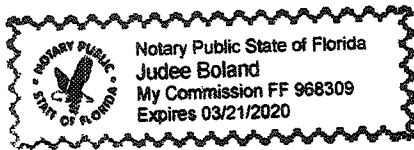
ATTACHMENT #1

PARCEL NO. 117.11
SECTION 11130
F.P. NO. 238275-2
PAGE 3

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 9th day of JUNE, 2016, by Wanda Shaffer, who is personally known to me or who has produced _____ as identification.



Judge Boland
PRINT/TYPE NAME: JUDGE BOLAND
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

ACQUISITION OF THIS LAND IS
NECESSARY FOR R/W PURPOSES
UNDER THREAT OF CONDEMNATION
PURSUANT TO SEC. 337. 27 F.S.
CF
FL D.O.T.

2020 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000018852

Entity Name: ROUTE 46 PROPERTIES LLC**Current Principal Place of Business:**1321 TAPPIE TOORIE CIRCLE
LAKE MARY, FL 32746**Current Mailing Address:**1321 TAPPIE TOORIE CIRCLE
LAKE MARY, FL 32746 US**FEI Number:** 26-4345881**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**CROSON, DAVID A
1321 TAPPIE TOORIE CIRCLE
LAKE MARY, FL 32746 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name CROSON, DAVID A
Address 1321 TAPPIE TOORIE CIRCLE
City-State-Zip: LAKE MARY FL 32746

Title MGR
Name CROSON, KATHERINE R
Address 1321 TAPPIE TOORIE CIRCLE
City-State-Zip: LAKE MARY FL 32746

Title MGR
Name CROSON, CHARLES
Address 1321 TAPPIE TOORIE CIRCLE
City-State-Zip: LAKE MARY FL 32746

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID A. CROSON

MGR

01/18/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

RECEIVED

By RagusaE at 1:40 pm, Mar 01, 2021

PROPERTY RECORD CARD

General Information

Owner Name:	ROUTE 46 PROPERTIES LLC	Alternate Key:	1446392
Mailing Address:	1321 TAPPIE CIR LAKE MARY, FL 32746 Update Mailing Address	Parcel Number: ⓘ	27-19-27-0003-000-01000
		Millage Group and City:	0002 (UNINCORPORATED)
		2019 Total Certified Millage Rate:	15.0425
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	BOBWHITE LN MOUNT DORA FL 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	W 1/2 OF SW 1/4 OF SW 1/4--LESS SR 46 & LESS FROM SW COR OF SE 1/4 OF SEC 28-19-27 RUN S 89-40-03 E 2639.92 FT TO SE COR OF SE 1/4 OF SEC 28, N 0-01-01 E ALONG E LINE OF NE 1/4 OF SEC 33-19-27 THAT IS 3.12 FT FROM CENTERLINE OF SR 46, N 0-24-36 W ALONG E LINE OF SE 1/4 OF SEC 28 A DIST OF 26.96 FT TO A POINT ON EXISTING R/W LINE OF SR 46 FOR POB, THENCE RUN N 0-24-36 W ALONG SAID E LINE 128.07 FT, N 87-56-31 E 112.08 FT, N 33-16-03 E 168.56 FT, N 17-38-35 E 106.59 FT, N 89-35-46 E 276.87 FT, S 06-36-12 E 195.38 FT, S 06-36-48 W 72.85 FT TO A POINT ON A LINE 142 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E ALONG SAID PARALLEL LINE 83.69 FT, S 0-11-52 W 10 FT TO A POINT ON A LINE 132 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E ALONG SAID PARALLEL LINE 139.99 FT, N 0-11-52 E 10 FT TO A POINT ON A LINE 142 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E 110.01 FT, N 0-11-52 E 5 FT TO A POINT ON A LINE 147 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E 87.19 FT TO A POINT LOCATED N 0-0-19 W 147 FT FROM A NON-CURVE POINT OF INTERSECTION ON SAID CENTERLINE, S 89-40-11 E 212.81 FT, N 66-36-04 E 54.60 FT, S 77-22-47 E 56.30 FT, S 59-50-50 E 59.37 FT TO A POINT ON E LINE OF SW 1/4 OF SW 1/4 OF SEC 27-19-27, S 0-36-38 E ALONG SAID E LINE 84.57 FT TO A POINT ON SAID EXISTING R/W LINE, S 89-48-32 W 255.18 FT, S 0-12-29 E 7.50 FT, S 89-47-31 W 114.93 FT, N 89-55-07 W 947.50 FT TO POB-- ORB 3775 PG 1785		
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 RESIDENTIAL (0000)	0	0		4	AC	\$0.00	\$64,010.00
2	VACANT RESIDENTIAL (0000)	0	0		10.7	AC	\$0.00	\$171,227.00

3	WETLAND (9600)	0	0	3	AC	\$0.00	\$135.00
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[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
3775 / 1785	5/19/2009	Warranty Deed	Multi-Parcel	Vacant	\$725,000.00
4846 / 2321	6/9/2008	Quit Claim Deed	Multi-Parcel	Vacant	\$0.00
3039 / 1460	12/12/2005	Warranty Deed	Multi-Parcel	Improved	\$880,000.00
1220 / 2193	3/29/1993	Warranty Deed	Unqualified	Improved	\$0.00
984 / 1863	10/1/1988	Quit Claim Deed	Unqualified	Vacant	\$0.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2020 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	\$235,372	\$235,372	\$235,372	5.07340	\$1,194.14
LAKE COUNTY MSTU AMBULANCE	\$235,372	\$235,372	\$235,372	0.46290	\$108.95
LAKE COUNTY MSTU FIRE	\$235,372	\$235,372	\$235,372	0.47040	\$110.72
SCHOOL BOARD STATE	\$235,372	\$235,372	\$235,372	3.88500	\$914.42
SCHOOL BOARD LOCAL	\$235,372	\$235,372	\$235,372	2.99800	\$705.65
LAKE COUNTY MSTU STORMWATER	\$235,372	\$235,372	\$235,372	0.49570	\$116.67
ST JOHNS RIVER FL WATER MGMT DIST	\$235,372	\$235,372	\$235,372	0.24140	\$56.82
LAKE COUNTY VOTED DEBT SERVICE	\$235,372	\$235,372	\$235,372	0.11000	\$25.89
LAKE COUNTY WATER AUTHORITY	\$235,372	\$235,372	\$235,372	0.35570	\$83.72
NORTH LAKE HOSPITAL DIST	\$235,372	\$235,372	\$235,372	0.95000	\$223.60
				Total:	Total:
				15.0425	\$3,540.58

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 \$500)	Learn More View the Law

Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	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

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

Assessment Reduction Savings ⓘ

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

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Property data last updated on June 28, 2020.

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RECEIVED

By RagusaE at 1:40 pm, Mar 01, 2021

PROPERTY RECORD CARD

General Information

Owner Name:	ROUTE 46 PROPERTIES LLC	Alternate Key:	3636163
Mailing Address:	1321 TAPPIE TOORIE CIR LAKE MARY, FL 32746 Update Mailing Address	Parcel Number: ⓘ	27-19-27-0003-000-03700
		Millage Group and City:	0002 (UNINCORPORATED)
		2019 Total Certified Millage Rate:	15.0425
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	NORTON LN MOUNT DORA FL 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	E 1/2 OF SW 1/4 OF SW 1/4--LESS SR 46 & LESS FROM SW COR OF SE 1/4 OF SEC 28-19-27 RUN S 89-40-03 E 2639.92 FT TO SE COR OF SE 1/4 OF SEC 28, N 0-01-01 E ALONG E LINE OF NE 1/4 OF SEC 33-19-27 THAT IS 3.12 FT FROM CENTERLINE OF SR 46, N 0-24-36 W ALONG E LINE OF SE 1/4 OF SEC 28 A DIST OF 26.96 FT TO A POINT ON EXISTING R/W LINE OF SR 46 FOR POB, THENCE RUN N 0-24-36 W ALONG SAID E LINE 128.07 FT, N 87-56-31 E 112.08 FT, N 33-16-03 E 168.56 FT, N 17-38-35 E 106.59 FT, N 89-35-46 E 276.87 FT, S 06-36-12 E 195.38 FT, S 06-36-48 W 72.85 FT TO A POINT ON A LINE 142 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E ALONG SAID PARALLEL LINE 83.69 FT, S 0-11-52 W 10 FT TO A POINT ON A LINE 132 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E ALONG SAID PARALLEL LINE 139.99 FT, N 0-11-52 E 10 FT TO A POINT ON A LINE 142 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E 110.01 FT, N 0-11-52 E 5 FT TO A POINT ON A LINE 147 FT LEFT OF & PARALLEL TO SAID CENTERLINE, THENCE S 89-48-08 E 87.19 FT TO A POINT LOCATED N 0-0-19 W 147 FT FROM A NON-CURVE POINT OF INTERSECTION ON SAID CENTERLINE, S 89-40-11 E 212.81 FT, N 66-36-04 E 54.60 FT, S 77-22-47 E 56.30 FT, S 59-50-50 E 59.37 FT TO A POINT ON E LINE OF SW 1/4 OF SW 1/4 OF SEC 27-19-27, S 0-36-38 E ALONG SAID E LINE 84.57 FT TO A POINT ON SAID EXISTING R/W LINE, S 89-48-32 W 255.18 FT, S 0-12-29 E 7.50 FT, S 89-47-31 W 114.93 FT, N 89-55-07 W 947.50 FT TO POB-- ORB 3775 PG 1785		
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Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		2	AC	\$0.00	\$32,005.00
2	VACANT RESIDENTIAL (0000)	0	0		13.55	AC	\$0.00	\$216,834.00

[Click here for Zoning Info](#) ⓘ[FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
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3775 / 1785	5/19/2009	Warranty Deed	Multi-Parcel	Vacant	\$725,000.00
3039 / 1460	12/12/2005	Warranty Deed	Multi-Parcel	Vacant	\$1.00
1428 / 2391	3/1/1996	Warranty Deed	Unqualified	Improved	\$0.00
1339 / 640	1/1/1995	Quit Claim Deed	Unqualified	Improved	\$0.00
1220 / 2194	3/1/1993	Warranty Deed	Unqualified	Improved	\$0.00

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Values and Estimated Ad Valorem Taxes ⓘ

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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	\$248,839	\$248,839	\$248,839	5.07340	\$1,262.46
LAKE COUNTY MSTU AMBULANCE	\$248,839	\$248,839	\$248,839	0.46290	\$115.19
LAKE COUNTY MSTU FIRE	\$248,839	\$248,839	\$248,839	0.47040	\$117.05
SCHOOL BOARD STATE	\$248,839	\$248,839	\$248,839	3.88500	\$966.74
SCHOOL BOARD LOCAL	\$248,839	\$248,839	\$248,839	2.99800	\$746.02
LAKE COUNTY MSTU STORMWATER	\$248,839	\$248,839	\$248,839	0.49570	\$123.35
ST JOHNS RIVER FL WATER MGMT DIST	\$248,839	\$248,839	\$248,839	0.24140	\$60.07
LAKE COUNTY VOTED DEBT SERVICE	\$248,839	\$248,839	\$248,839	0.11000	\$27.37
LAKE COUNTY WATER AUTHORITY	\$248,839	\$248,839	\$248,839	0.35570	\$88.51
NORTH LAKE HOSPITAL DIST	\$248,839	\$248,839	\$248,839	0.95000	\$236.40
			Total:	15.0425	Total:
					\$3,743.16

Exemptions Information

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Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
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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 \$500)	Learn More View the Law
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Property data last updated on June 28, 2020.

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RECEIVED
By RagusaE at 1:42 pm, Mar 01, 2021

THE FOLLOWING LEGAL DESCRIPTION IS FOUND IN OFFICIAL RECORDS BOOK 5184, PAGE 1448, AS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTS FOR LAKE COUNTY, FLORIDA.

THIS DESCRIPTION IS AN UPDATED VERSION TO REFLECT A RIGHT OF WAY TAKING PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 11130, FP 238275-2, FOR STATE ROAD NO. 46.

THAT PART OF:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF STATE ROAD 46, WHICH PROPERTY IS ALSO DESCRIBED AS A PORTION OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27; THENCE N00°23'59"W A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, N00°23'56"W A DISTANCE OF 1296.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE N89°54'34"E ALONG SAID LINE A DISTANCE OF 1313.48 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'53"E ALONG SAID LINE A DISTANCE OF 1296.28 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP RECORDED IN MAP BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°54'27"W ALONG SAID LINE A DISTANCE OF 1318.15 FEET TO THE POINT OF BEGINNING.

(BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3775, PAGE 1785 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA)

LESS RIGHT OF WAY FOR STATE ROAD 46 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11130-FP 238275;

DESCRIBED AS FOLLOWS:

COMMENCE AT A 3-1/2"x3" CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP238275-2; THENCE S89°40'03"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SAID CORNER BEING LOCATED N00°01'01"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N00°24'36"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 26.96 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE N00°24'36"W ALONG SAID EAST LINE 128.07 FEET; THENCE DEPARTING SAID EAST LINE N87°56'31"E 112.08 FEET; THENCE N33°16'03"E 168.56 FEET; THENCE N17°38'35"E 106.59 FEET; THENCE N89°35'46"E 276.87 FEET; THENCE S06°36'12"E 195.38 FEET; THENCE S06°36'48"W 72.85 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 83.69 FEET; THENCE DEPARTING SAID PARALLEL LINE S00°11'52"W 10.00 FEET TO A POINT ON A LINE 132.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 139.99 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 10.00 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 110.01 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 5.00 FEET TO A POINT ON A LINE 147.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 87.19 FEET TO A POINT ON A LINE LOCATED N00°00'19"W 147.00 FEET FROM A NON CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 99+04.88; THENCE DEPARTING SAID PARALLEL LINE S89°40'11"E 212.81 FEET; THENCE DEPARTING SAID PARALLEL LINE N66°36'04"E 54.60 FEET; THENCE S77°22'47"E 56.30 FEET; THENCE S59°50'50"E 59.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'38"E ALONG SAID EAST LINE 84.57 FEET TO A POINT ON SAID EXISTING RIGHT OF WAY LINE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, S89°48'32"W 255.18 FEET; THENCE S00°12'29"E 7.50 FEET; THENCE S89°47'31"W 114.93 FEET; THENCE N89°55'07"W 947.70 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 33.83 ACRES, MORE OR LESS.

SURVEY NOTES

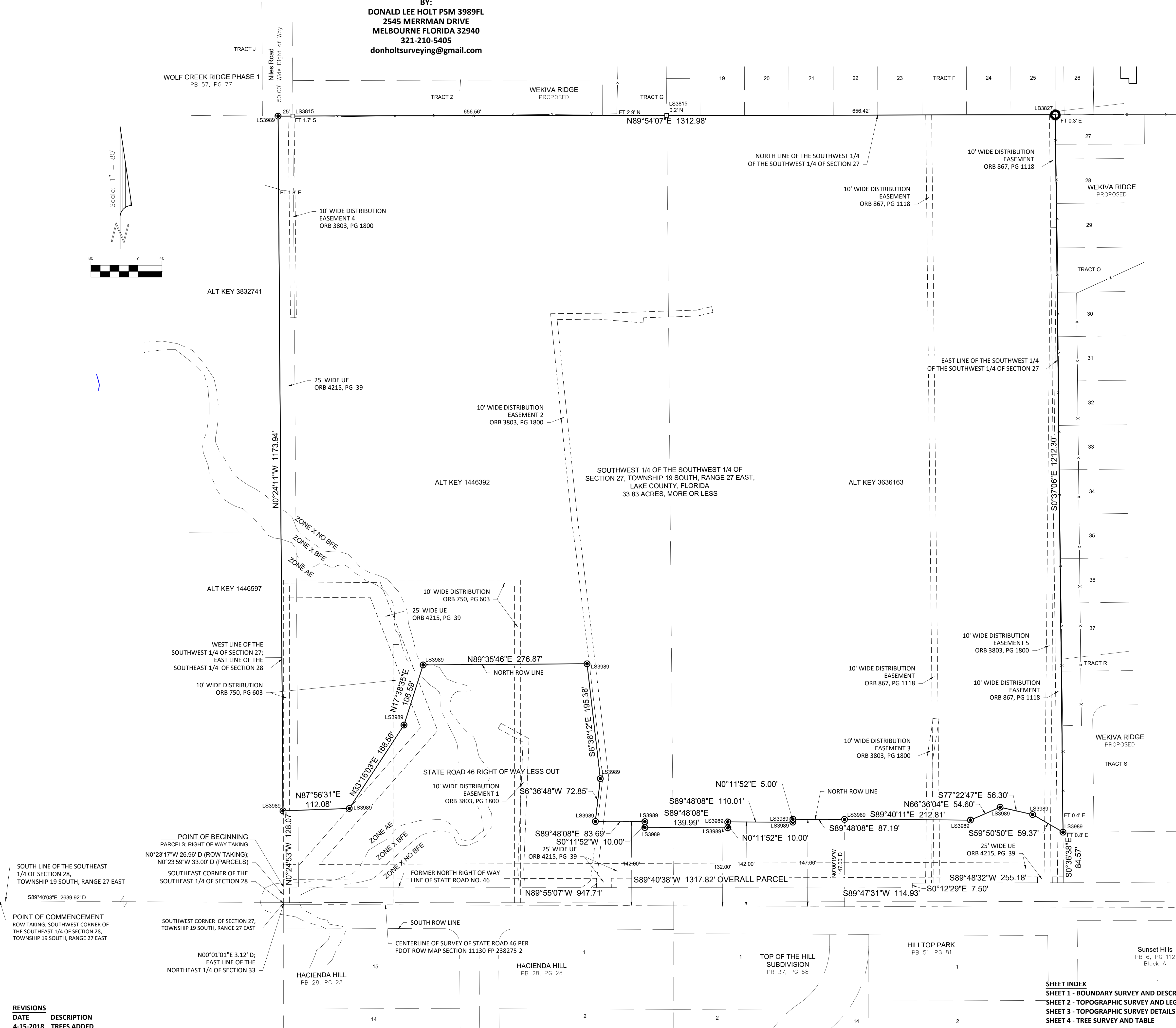
- LAKE COUNTY PROPERTY APPRAISERS AND CLERK OF COURT OFFICES PROVIDED PROPERTY ALT KEY NUMBERS; CURRENT DEED DESCRIPTION AND ADJOINING PLAT INFORMATION.
- CURRENT RIGHT OF WAY INFORMATION, BEARING BASIS, NORTH ARROW, COORDINATE STRUCTURE, FIELD SURVEY ELEVATIONS AND APPROXIMATE LOCATION OF EASEMENTS PROVIDED BY FLORIDA DEPARTMENT OF TRANSPORTATION. ELEVATIONS ARE BASED ON TIES TO CONTROL POINTS 1033 AND 1034 SITUATED ON THE SOUTH SIDE OF STATE ROAD 46 AS SHOWN, ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY PROJECT NETWORK CONTROL SURVEY FOR WEKIVA PARKWAY AND STATE ROAD 46 REALIGNMENT PREPARED BY WANTMAN GROUP INC IN 2011.
- THIS SURVEY WAS PREPARED WITH THE ASSISTANCE OF ATTORNEY'S TITLE INSURANCE FUND, INC TITLE COMMITMENT POLICY NUMBER C-3243141 DATED FEBRUARY 17, 2009 FOR EASEMENT AN DEED DESCRIPTION MATTERS. THIS SITE IS SUBJECT TO THREE FPC DISTRIBUTION EASEMENTS AS CITED IN SCHEDULE B-II ITEM FOUR. SUBSEQUENT TO TITLE COMMITMENT PROVIDED BY SURVEYOR AN ADDITIONAL FPC DISTRIBUTION EASEMENT WAS RECORDED IN OFFICIAL RECORDS BOOK 3803, PAGE 1800 AND A PERPETUAL UTILITY EASEMENT, 25' IN WIDTH, WAS DEDICATED TO THE CITY OF MOUNT DORA PUBLIC WORKS IN OFFICIAL RECORDS BOOK 4215, PAGE 39 ON SEPTEMBER 6, 2012; BOTH NEW EASEMENTS ARE SHOWN HEREON.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP 12069C0390 E, LAST REVISED DECEMBER 18, 2012, PORTIONS OF THIS SUBJECT SITE LIE WITHIN ZONE AE (EL 81.9), (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD), BASED FLOOD ELEVATIONS DETERMINED, PORTIONS LIE WITHIN ZONE X, (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND PORTIONS LIE WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). FEMA MAP IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 AND PROVIDED BY FEMA WEBSITE.
- THIS SITE IS VACANT AND CONTAINS NO IMPROVEMENTS. THE BOUNDARY SURVEY WAS PERFORMED ON MARCH 3, 2019.
- THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT BY THE SIGNING PARTY OR PARTIES.
- THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS BOUNDARY AND TOPOGRAPHIC SURVEY MAP AND REPORT WAS PREPARED UNDER THE DIRECT SUPERVISION OF

DONALD LEE HOLT, PSM 3989FL
2545 MERRMAN DRIVE, MELBOURNE, FLORIDA, 32940

REVISIONS	DATE	DESCRIPTION
4-15-2018	TREES ADDED	

THIS BOUNDARY SURVEY
WAS PREPARED FOR:
CHARLES CROSON, CFA, CROSON INVESTMENT PARTNERS
AND DH DESIGN CONSULTANTS LLC
BY:
DONALD LEE HOLT PSM 3989FL
2545 MERRMAN DRIVE
MELBOURNE FLORIDA 32940
321-210-5405
donholtsurveying@gmail.com



SHEET INDEX
SHEET 1 - BOUNDARY SURVEY AND DESCRIPTION
SHEET 2 - TOPOGRAPHIC SURVEY AND LEGEND
SHEET 3 - TOPOGRAPHIC SURVEY DETAILS
SHEET 4 - TREE SURVEY AND TABLE

BOUNDARY SURVEY
ALT KEY 1446392 AND ALT KEY 3636163

SCALE: 1" = 80'
DATE: 3-6-19
DRAWN BY: DASH
CHECKED BY: DH
REVISED BY:
DRAWING: CROSON-BNT

Donald Lee Holt
2545 Merrman Drive
Melbourne, Florida 32940
Palm Shores Surveying
Donald Lee Holt PSM #3989

Sheet

1 of 4

THIS TOPOGRAPHIC SURVEY
WAS PREPARED FOR:
CHARLES CROSON, CFA, CROSON INVESTMENT PARTNERS
AND DH DESIGN CONSULTANTS LLC
BY:
DONALD LEE HOLT PSM 3989FL
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MELBOURNE FLORIDA 32940
321-210-5405
donholtsurveying@gmail.com

LEGEND AND ABBREVIATIONS

ARV - AIR RELEASE VALVE

BFE - BASE FLOOD ELEVATION DETERMINED

▽ - CAMPHOR TREE, ON-SITE

✕ - CHERRY LAUREL TREE, ON-SITE

CG - CONCRETE CURB AND GUTTER

CD - CONCRETE DRIVE

CW - CONCRETE WALK

D - DESCRIBED INFORMATION

DMH - DRAINAGE MANHOLE

— - EDGE OF DENSE VEGETATION

EP - EDGE OF PAVEMENT

EL - ELEVATION

— - FEMA FLOOD ZONE LINES

FT - FENCE TIE

—X— - FENCE LINE

• - FENCE POST

⛑ - FIRE HYDRANT

FM - FORCE MAIN

HWF - HOG WIRE FENCE

ID - IDENTIFICATION

INV - INVERT

LB - LICENSED BUSINESS

LS - LICENSED SURVEYOR

☆ - LIGHT POLE

M - MEASURED INFORMATION

○ - OAK TREE, ON-SITE/OFF-SITE

ORB - OFFICIAL RECORDS BOOK

PG - PAGE OR PAGES

PB - PLAT BOOK

◇ - PALM TREE, ON-SITE/OFF-SITE

◇ - PINE TREE, OFF-SITE

RBOV - RECLAIMED BLOW OFF VALVE

⛑ - RECLAIMED WATER METER

⛑ - RECLAIMED WATER VALVE

LB3827 ○ - RECOVERED 4" ROUND CONCRETE MONUMENT LB3827

RCP - REINFORCED CONCRETE PIPE

ROW - RIGHT OF WAY

⛑ - SANITARY METER

⛑ - SANITARY VALVE

LS3989 Ⓞ - SET 1/2" REBAR AND CAP LS 3989

△ - SWEET GUM TREE, ON-SITE

□ - TELEPHONE RISER

TS - TOE OF SLOPE

TB - TOP OF BANK

UE - UTILITY EASEMENT

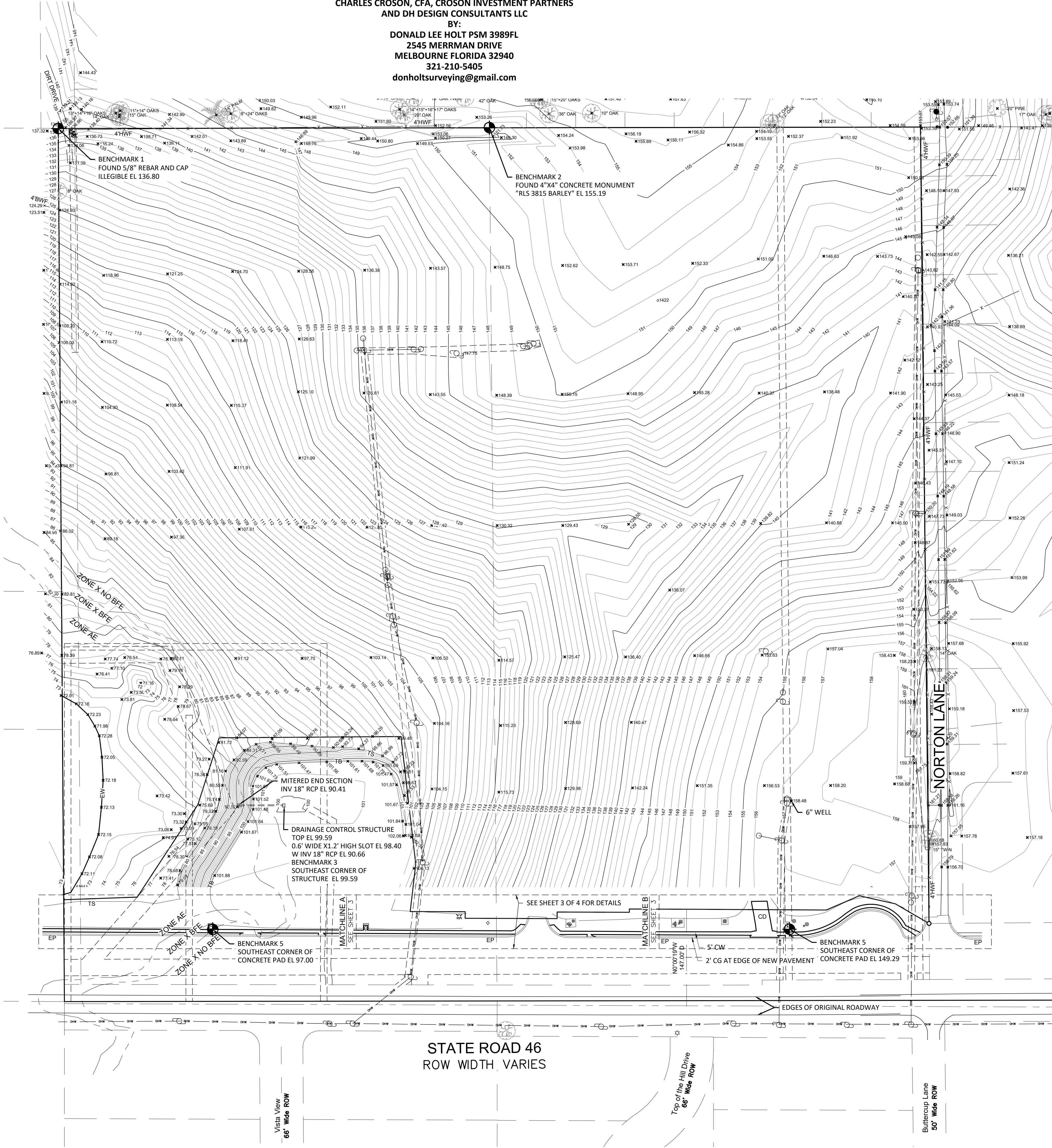
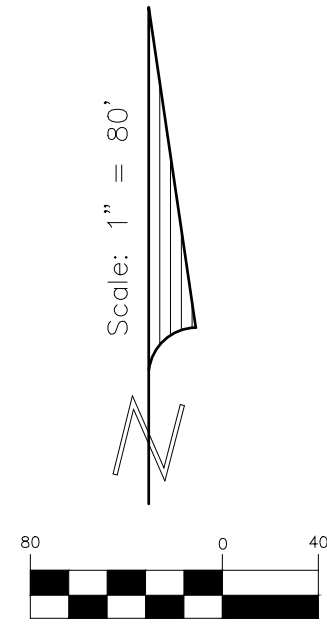
— - UTILITY POLE AND GUY WIRE

— - WATER METER

⛑ - WATER VALVE

□ WPB - WIRE PULL BOX

—OHW— - OVERHEAD UTILITY WIRE



SURVEY NOTES

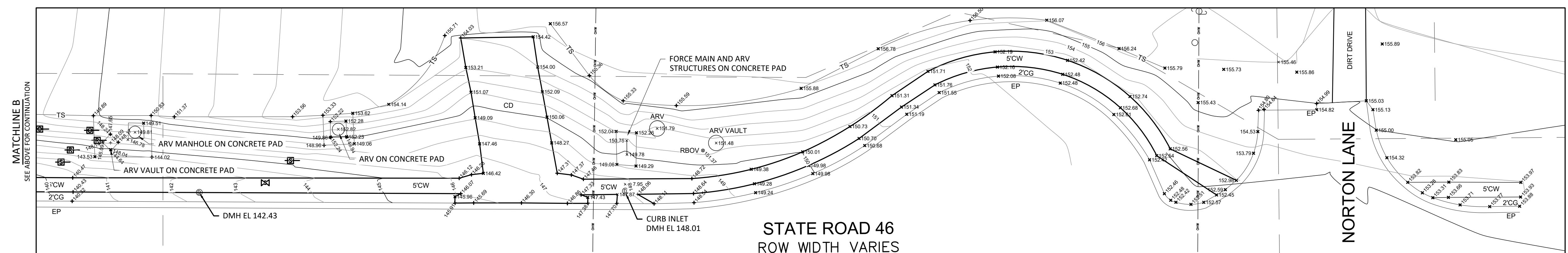
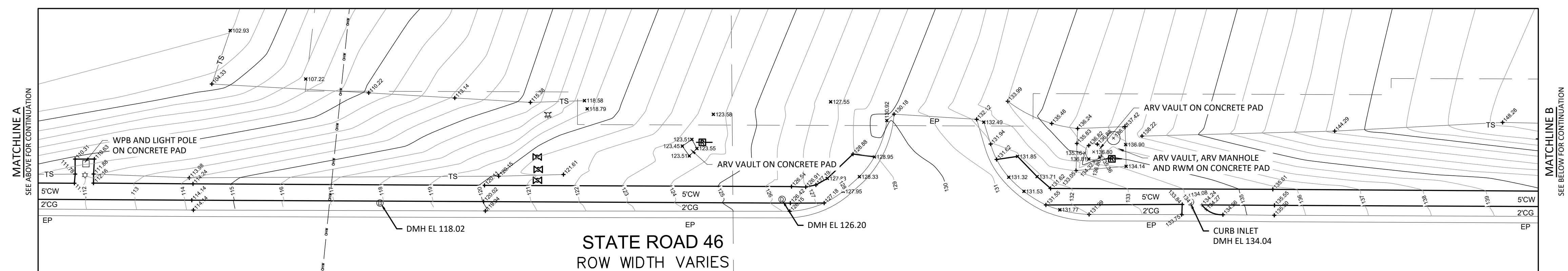
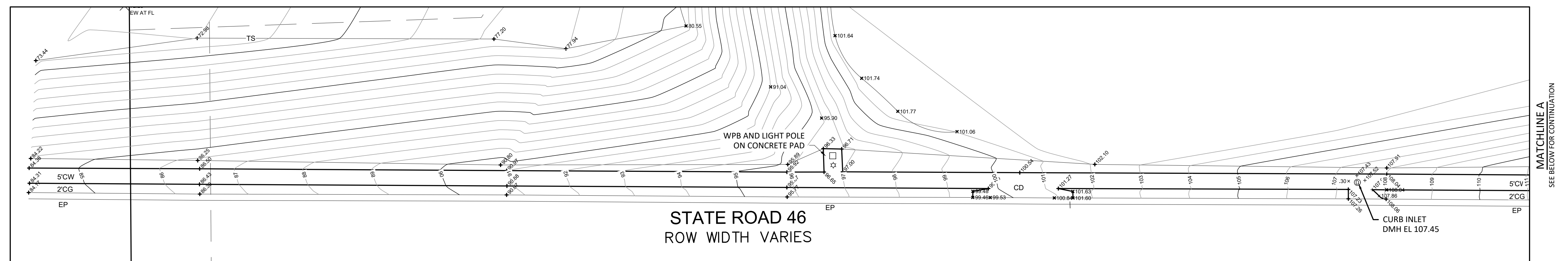
ELEVATIONS ARE BASED ON TIES TO CONTROL POINTS 1033 AND 1034 SITUATED ON THE SOUTH SIDE OF STATE ROAD 46 AS SHOWN, ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY PROJECT NETWORK CONTROL SURVEY FOR WEKIVA PARKWAY AND STATE ROAD 46 REALIGNMENT PREPARED BY WANTMAN GROUP INC IN 2011.

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TOPOGRAPHIC SURVEY
ALT KEY 1446392 AND ALT KEY 3636163

Donald Lee Holt
2545 Merrman Drive
Palm Shores, Florida 32940
Donal Lee Holt PSM #3989

Sheet



1. ELEVATIONS ARE BASED ON TIES TO CONTROL POINTS 1033 AND 1034 SITUATED ON THE SOUTH SIDE OF STATE ROAD 46 AS SHOWN, ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY PROJECT NETWORK CONTROL SURVEY FOR WEKIVA PARKWAY AND STATE ROAD 46 REALIGNMENT PREPARED BY WANTMAN GROUP INC IN 2011.

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**NOTICE OF COMPREHENSIVE PLAN CHANGE
FUTURE LAND USE MAP AMENDMENT
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City of Mount Dora Local Planning Agency will conduct a public hearing to consider a change to the City of Mount Dora Comprehensive Plan to amend the Future Land Use Map. This hearing will be held on **Wednesday, October 20, 2021 at 10:00 a.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida. The substance of proposed Comprehensive Plan Amendment is as follows:

**REQUEST FOR SMALL-SCALE FUTURE LAND USE MAP
AMENDMENT FROM COUNTY URBAN LOW DENSITY
RESIDENTIAL (MAXIMUM 4 DWELLING UNITS PER ACRE) TO
CITY HIGH DENSITY RESIDENTIAL (MAXIMUM 18 DU/AC) AND
COMMERCIAL; 33.38 ACRES (SITE AREA); LOCATED NORTH SIDE
OF STATE ROAD 46 AND WEST SIDE OF NORTON LANE
(LOCATION); ROUTE 46 PROPERTIES, LLC (OWNER); LPG URBAN
AND REGIONAL PLANNER, INC (APPLICANT).**

FURTHER, notice is hereby given City Council of the City of Mount Dora, Florida will conduct a public hearing of the proposed Small-Scale Future Land Use Map Amendment, Ordinance No. 2021-08, on **Tuesday, November 16, 2021, at 5:30 P.M.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida pertaining to the above Future Land Use Map Amendment request.

Interested parties may appear at the meeting and be heard with respect to the proposed Comprehensive Plan Amendment.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Legal Ad Dated/Notification: October 8, 2021

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2021-08
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance No. 2021-08. The final public hearing on the ordinance will be held on **Tuesday, November 16, 2021, at 5:30 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance No. 2021-08 is as follows:

ORDINANCE NO: 2021-08

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO 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; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published (Legal Notice): November 5, 2021

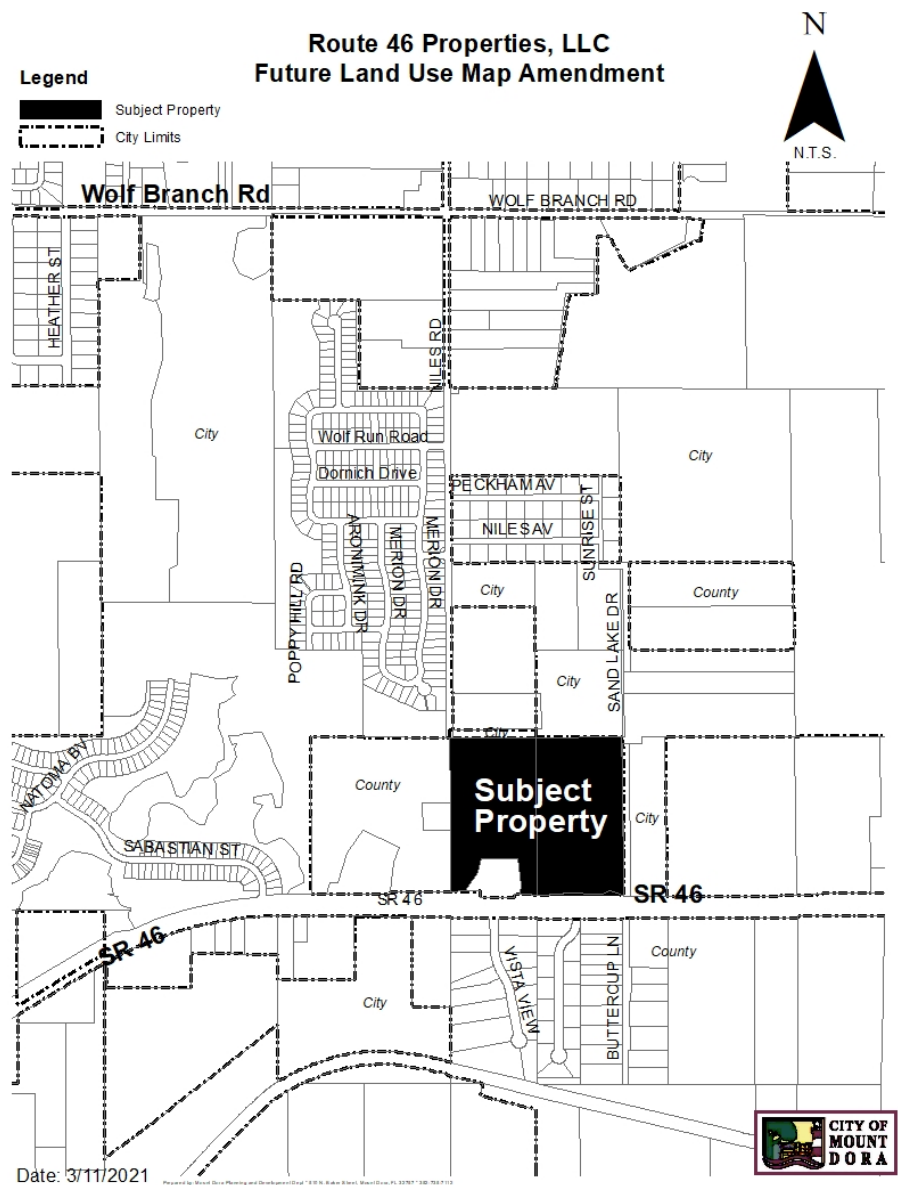
**NOTICE OF COMPREHENSIVE PLAN CHANGE
FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 2021-08
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida will conduct a public hearing to consider adoption of Ordinance No. 2021-08 for proposed changes to the City of Mount Dora Comprehensive Plan to amend the Future Land Use Map. The public hearing will be held on Tuesday, November 16, 2021, at 5:30 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida. The title and substance of proposed Comprehensive Plan Ordinance is as follows:

ORDINANCE NO. 2021-08

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO 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; 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.

Further, the adoption of Ordinance No. 2021-08 includes a Future Land Use Map Amendment changing certain lands from County Urban Low Density (4 du/acre) to City Residential High (18 du/acre) and City Commercial as depicted on the map of this advertisement below:



Page -2-

Interested parties may appear at the meeting and be heard with respect to the proposed comprehensive plan amendment.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: November 5, 2021

ORDINANCE NO: 2021-08

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO 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; 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, Route 46 Properties, LLC, (Property Owners) submitted an application to the City 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 side of State Road 46 and west side of Norton Lane, 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 October 20, 2021, 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 DESIGNATIONS AND AMENDMENT TO FUTURE LAND USE MAP.

A. The Future Land Use designations of Residential High (18 units per acre) and Commercial are hereby assigned to the Properties located north of SR 46 and west of Norton Lane, Tax Parcel Identification Number 27-19-27-0003-000-01000 (Alt. Key 1446392) and 27-19-27-0003-000-03700 (Alt. Key 3636163) as shown on the Future Land Use Map II-2a of **Exhibit “A”**; with said property being more particularly described in **Exhibit “B”** (Residential High) and **Exhibit “C”** (Commercial).

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 No. 2020-04, on June 16, 2020; amended by City of Mount Dora Ordinance No. 2021-14, on October 5, 2021, is hereby further amended to includes 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 following the adoption of City of Mount Dora Ordinance 2021-07, annexing the Property into the City of Mount Dora; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the City, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

SINGLE AND FINAL READING: _____, 2021

PASSED AND ADOPTED this ____ day of _____ 2021.

CHRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Future Land Use Map Amendment

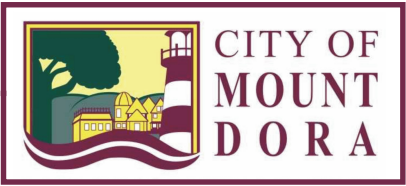
EXHIBIT “B”
Residential High Legal Description

EXHIBIT “C”
Commercial Legal Description

City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

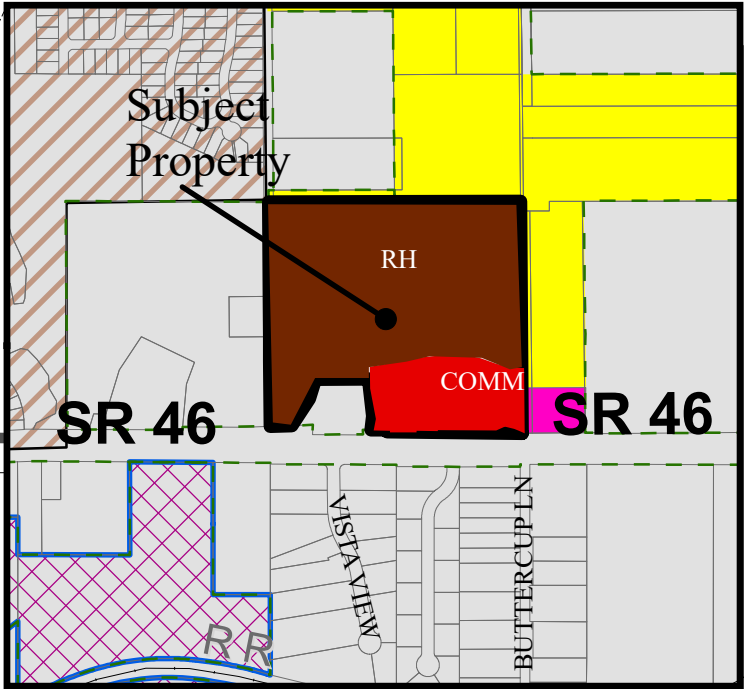
FLUM Amendment - Route 46 Properties, LLC



0 1,400 2,800 Feet

Map II-2a

Large-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

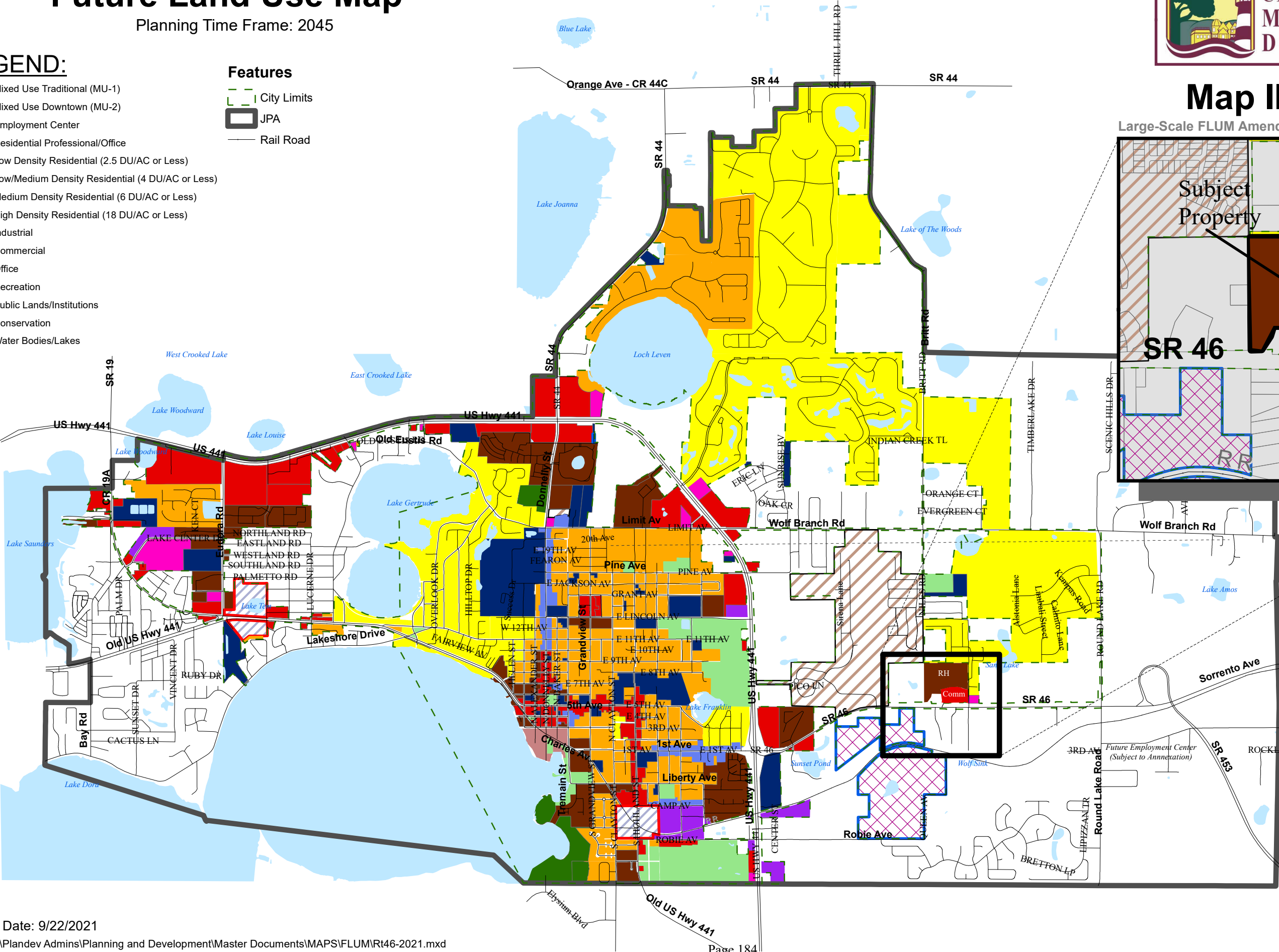


Exhibit "B"

LEGAL DESCRIPTION FOR RESIDENTIAL HIGH PARCEL

THE FOLLOWING LEGAL DESCRIPTION IS FOUND IN OFFICIAL RECORDS BOOK 5184, PAGE 1448, AS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTS FOR LAKE COUNTY, FLORIDA.

THIS DESCRIPTION IS AN UPDATED VERSION TO REFLECT A RIGHT OF WAY TAKING PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 11130, FP 238275-2, FOR STATE ROAD NO. 46.

THAT PART OF:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF STATE ROAD 46, WHICH PROPERTY IS ALSO DESCRIBED AS A PORTION OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27; THENCE N00°23'59"W A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, N00°23'56"W A DISTANCE OF 1296.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE N89°54'34"E ALONG SAID LINE A DISTANCE OF 1313.48 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'53"E ALONG SAID LINE A DISTANCE OF 1296.28 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP RECORDED IN MAP BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°54'27"W ALONG SAID LINE A DISTANCE OF 1318.15 FEET TO THE POINT OF BEGINNING.

(BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3775, PAGE 1785 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA)

LESS RIGHT OF WAY FOR STATE ROAD 46 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11130-FP 238275;

DESCRIBED AS FOLLOWS:

COMMENCE AT A 3-1/2"X3" CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP238275-2; THENCE S89°40'03"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SAID CORNER BEING LOCATED N00°01'01"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N00°24'36"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 26.96 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING

RIGHT OF WAY LINE N00°24'36"W ALONG SAID EAST LINE 128.07 FEET; THENCE DEPARTING SAID EAST LINE N87°56'31"E 112.08 FEET; THENCE N33°16'03"E 168.56 FEET; THENCE N17°38'35"E 106.59 FEET; THENCE N89°35'46"E 276.87 FEET; THENCE S06°36'12"E 195.38 FEET; THENCE S06°36'48"W 72.85 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 83.69 FEET; THENCE DEPARTING SAID PARALLEL LINE S00°11'52"W 10.00 FEET TO A POINT ON A LINE 132.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 139.99 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 10.00 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 110.01 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 5.00 FEET TO A POINT ON A LINE 147.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 87.19 FEET TO A POINT ON A LINE LOCATED N00°00'19"W 147.00 FEET FROM A NON CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 99+04.88; THENCE DEPARTING SAID PARALLEL LINE S89°40'11"E 212.81 FEET; THENCE DEPARTING SAID PARALLEL LINE N66°36'04"E 54.60 FEET; THENCE S77°22'47"E 56.30 FEET; THENCE S59°50'50"E 59.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'38"E ALONG SAID EAST LINE 84.57 FEET TO A POINT ON SAID EXISTING RIGHT OF WAY LINE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, S89°48'32"W 255.18 FEET; THENCE S00°12'29"E 7.50 FEET; THENCE S89°47'31"W 114.93 FEET; THENCE N89°55'07"W 947.70 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

THAT PART OF:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 3-1/2"X3" CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP238275-2; THENCE S89°40'03"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, SAID CORNER BEING LOCATED N00°01'01"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N00°24'36"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 26.96 FEET TO A POINT ON THE FORMER

NORTH RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE CONTINUE N00°24'36"W ALONG SAID WEST LINE 128.07 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE RUN ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: THENCE N87°56'31"E 112.08 FEET; THENCE N33°16'03"E 168.56 FEET; THENCE N17°38'35"E 106.59 FEET; THENCE N89°35'46"E 276.87 FEET TO THE POINT OF BEGINNING; THENCE N06°36'12"W 124.89 FEET; THENCE N71°19'12"E 197.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 535.50 FEET AND A CENTRAL ANGLE OF 32°22'53"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 302.65 FEET TO THE POINT OF TANGENCY; THENCE RUN S76°17'54"E 255.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 14°19'12"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 51.24 FEET TO THE POINT OF TANGENCY; THENCE RUN N89°22'54"E 29.76 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE RUN S00°37'06"E ALONG SAID EAST LINE 418.83 FEET TO THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF STATE ROAD 46; THENCE RUN ALONG SAID RIGHT OF WAY LINE THROUGH THE FOLLOWING THIRTEEN COURSES: RUN N59°50'50"W 59.37 FEET; THENCE N77°22'47"W 56.30 FEET; THENCE S66°36'04"W 54.60 FEET; THENCE N89°40'11"W 212.81 FEET; THENCE N89°48'08"W 87.19 FEET; THENCE S0°11'52"W 5.00 FEET; THENCE N89°48'08"W 110.01 FEET; THENCE S0°11'52"W 10.00 FEET; THENCE N89°48'08"W 139.99 FEET; THENCE N0°11'52"E 10.00 FEET; THENCE N89°48'08"W 83.69 FEET; THENCE N06°36'48"E 72.85 FEET; THENCE N06°36'12"W 195.38 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 24.91 ACRES, MORE OR LESS.

Exhibit "C"

LEGAL DESCRIPTION FOR COMMERCIAL PARCEL

THE FOLLOWING LEGAL DESCRIPTION IS BASED ON THE DEED FOUND IN OFFICIAL RECORDS BOOK 5184, PAGE 1448, AS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTS FOR LAKE COUNTY, FLORIDA.

THIS DESCRIPTION WAS CREATED TO DESCRIBE A PROPOSED COMMERCIAL TRACT AND ITS ABUTTING PROPOSED ROAD RIGHT OF WAY. BEARINGS ARE BASED ON THE PARENT TRACT RIGHT OF WAY TAKING PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 11130, FP 238275-2, FOR STATE ROAD NO. 46.

THAT PART OF:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 3-1/2"X3" CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP238275-2; THENCE S89°40'03"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, SAID CORNER BEING LOCATED N00°01'01"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N00°24'36"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 26.96 FEET TO A POINT ON THE FORMER NORTH RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE CONTINUE N00°24'36"W ALONG SAID WEST LINE 128.07 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE RUN ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: THENCE N87°56'31"E 112.08 FEET; THENCE N33°16'03"E 168.56 FEET; THENCE N17°38'35"E 106.59 FEET; THENCE N89°35'46"E 276.87 FEET TO THE POINT OF BEGINNING; THENCE N06°36'12"W 124.89 FEET; THENCE N71°19'12"E 197.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 535.50 FEET AND A CENTRAL ANGLE OF 32°22'53"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 302.65 FEET TO THE POINT OF TANGENCY; THENCE RUN S76°17'54"E 255.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 205.00 FEET AND A

CENTRAL ANGLE OF 14°19'12"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 51.24 FEET TO THE POINT OF TANGENCY; THENCE RUN N89°22'54"E 29.76 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE RUN S00°37'06"E ALONG SAID EAST LINE 418.83 FEET TO THE AFOREMENTIONED NORTH RIGHT OF WAY LINE OF STATE ROAD 46; THENCE RUN ALONG SAID RIGHT OF WAY LINE THROUGH THE FOLLOWING THIRTEEN COURSES: RUN N59°50'50"W 59.37 FEET; THENCE N77°22'47"W 56.30 FEET; THENCE S66°36'04"W 54.60 FEET; THENCE N89°40'11"W 212.81 FEET; THENCE N89°48'08"W 87.19 FEET; THENCE S0°11'52"W 5.00 FEET; THENCE N89°48'08"W 110.01 FEET; THENCE S0°11'52"W 10.00 FEET; THENCE N89°48'08"W 139.99 FEET; THENCE N0°11'52"E 10.00 FEET; THENCE N89°48'08"W 83.69 FEET; THENCE N06°36'48"E 72.85 FEET; THENCE N06°36'12"W 195.38 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 8.10 ACRES, MORE OR LESS.



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Request adoption of Resolution No. 2021-44, Preliminary PUD Route 46 Properties, LLC

Introduction:

This is a request for City Council to approve Resolution No. 2021-44, for the Route 46 Properties, LLC.

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

Discussion:

Further project descriptions and design elements are contained in Attachment #1 (*PZC Staff Report*). The advertisements for the adoption hearing are provided in Attachment #2. The applicant is requesting to rezone to Planned Unit Development from County Agriculture. The applicant is requesting a Preliminary PUD of approximately 34 acres that is located on the north side of State Road 46 and directly east of the Wekiva Ridge Development. The property consists of two property tax parcels for development of a Planned Unit Development (PUD). Proposed Height (maximum): Commercial: 35 feet; and MF Residential: 45 feet.

This project is one of the initial development proposals within the Wolf Branch Innovation study area. The land use patterns are tailored for higher intensity and density for parcel fronting along SR 46 (resulting from the Dr. Levey WBID study that was prepared in 2019-2020).

The project includes multi-family (442 units) with on-site amenities (pool, clubhouse, and open space) and a general commercial site (maximum 55,000 square feet multiple commercial

buildings). The development will be constructed in two phases: The commercial portions of the development will be along the southern portion of the property adjacent to SR 46 with the multifamily being to the north section of the proposed project. The proposed mixed use development proposal is a consistent land use pattern in this emerging area of the Wolf Branch Innovation District (WBID). Development patterns east of are slated for high quality employment center type uses.

This development will extend Niles Road with a 70-foot city dedicated right-of-way (which includes a trail). The new roadway will connect from the existing Niles Road paved section to the planned Vista Ridge Drive. The Preliminary PUD Master Plan illustrates the roadway configuration with ultimate access to SR 46. Under the concept of the PUD Master Plan, a portion of the new roadway will be used on the adjacent parcel to the west, which is in the process of being conveyed to the City by FDOT (recent City Council action under Resolution 2021-104 approved on September 7, 2021).

This development will extend Niles Road with a 70-foot city dedicated right-of-way (which includes a trail). The new roadway will connect to the existing Niles Road paved section. The Preliminary PUD Master Plan illustrates the roadway configuration with ultimate access to SR 46 and the planned Vista Ridge Drive. Under the concept of the PUD Master Plan, a portion of the new roadway will be used on the adjacent parcel to the west, which is in the process of being conveyed to the City by FDOT (recent City Council action under Resolution 2021-104 approved on September 7, 2021).

Note: The Preliminary PUD (if so approved) authorizes the applicant to submit the Final PUD Master Plan.

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

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on October 20, 2021, recommended approval (vote 6-1) of the Route 46 Properties, LLC Preliminary PUD.

The Development Review Committee (DRC) reviewed and provided comments on March 31, 2021, and again on September 29, 2021, recommended approval of the Preliminary PUD request.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the Planned Unit Development amendment action.

Strategic Impact:

Planned Unit Developments which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities. GOAL 1: Economic Development. Objective 1.1. Develop Wolf Branch Innovation District (WBID). Objective 1.2. Enhance mobility, connectivity, and expand the trail network. Objective 1.2.1 Implementation of the transportation master plan. Objective 1.3.

Attract new commercial businesses/residential development. Objective 1.1.1. Continue implementing the Wolf Branch Master Plan; and GOAL 2: Infrastructure / Public Safety.

Recommendation It is recommended that City Council adopt Resolution No. 2021-44 for the Route 46 Properties, LLC Preliminary PUD.

Attachment(s):

1. Attachment 1 PZC Memo10-20-2021 (ADA)
2. Attachment 2 Legal Ad Publication (ADA)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 11/11/2021

Approved - 11/12/2021

Approved - 11/12/2021

Final Approval - 11/12/2021



**CITY OF
MOUNT
DORA**

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

E-mail: plandev@cityofmounddora.com

DATE: October 20, 2021

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

RE: Request for Preliminary PUD; Route 46 Properties, LLC (Project Name); 33.38 Acres (Site Area); located north of State Road 46 and west side of Norton Lane (Location); Route 46 Properties, LLC (Owner); LPG Urban and Regional Planner, Inc (Applicant). Project No. PUD21-01PREL

Recommendation:

Staff recommends approval of the above-referenced request. Approval subject to Annexation and Future Land Use Map Amendment.

Reference/Support:

Sections 3.4.5 of the City's *Land Development Code*

Background:

SITE SUMMARY:

Owner:	Route 46 Properties, LLC – Charles Croson
Applicant:	LPG Urban and Regional Planners, Inc – Greg Beliveau, AICP
Existing Use:	Vacant Land
Proposed Use:	Mixed Use: Multi-Family (Apartments) and General Commercial
Future Land Use:	County Urban Low 4 Dwelling Units per Acre (du/ac)
Proposed FLU:	City Residential High (18 DU/acre) and Commercial
Current Zoning:	County Agriculture (A)
Proposed Zoning:	City Planned Unit Development (PUD)
Site Area:	Residential: 24.91 Acres
	Commercial: 8.07 Acres
	<u>Wetland: 0.80 Acre (to remain)</u>
	TOTAL: 33.78 Acres
Maximum Units Allowed:	459 dwelling units allowed under Residential High (25.50 acres)
Proposed Units:	442 dwelling units (17 buildings at 26 units)
Proposed Density:	17.74 du/acre
Maximum FAR:	Allowed: 0.35
	Proposed: 0.25
Proposed Commercial:	55,000 sq. ft. Maximum
Proposed Height:	Commercial: 35 feet
	Residential: 45 feet

Surrounding Property Table:

<u>Direction</u>	<u>City/County</u>	<u>FLU</u>	<u>Zoning</u>	<u>Existing Use(s)</u>
North	County/City	Res Low	Ag/ R-1	Nursery/ Wekiva Ridge
South	County	Res Low	R-2	SFR
East	City	Res Low	R-1	Wekiva Ridge
East	City	Office	OP	Vacant Land
West	County	Res Low	Ag	Vacant Land

The applicant is requesting change in zoning from County Agriculture to City Planned Unit Development (PUD). The proposed Preliminary PUD consist of approximately 34 acres (two property tax parcels) located on the north side of State Road 46 and directly east of the Wekiva Ridge planned development. The PUD request is being processed in concert with an annexation petition and change in the Future Land Use designation. Pursuant to the City's Land Development Code PUD's are a two part process: 1) Preliminary PUD Development Plan to establish the general terms and conditions; and 2) Final PUD Development Plan incorporating the master plan requirements through the City's normal zoning ordinance processed.

The project uses includes multi-family with on-site amenities (pool, clubhouse, and open space). The development will be constructed in two phases: Phase one will consist of 144 of the proposed multifamily dwelling units and the proposed 5 buildings, combining to 57,000 square feet of commercial development. Phase 2 will consist of the remaining 144 dwelling units and amenity features for the residential development. The commercial portions of the development will be along the southern portion of the property adjacent to SR 46 with the multifamily being to the north section of the proposed project.

The proposed mixed use development proposal is a consistent land use pattern in this emerging area of the Wolf Branch Innovation District (WBID). The lands adjacent to the west are owned by Florida Department of Transportation (FDOT) and adjacent to SR 46, which is under process for conveyance to the City. Development patterns east of are slated for high quality employment center type uses.

Located at the southwest corner of the site is an existing isolated wetland area consisting of 0.80 acre that will remain. Overall development for density calculation purposes does not include any on-site wetland or floodplain areas. Additional wetland buffer area (50 feet) is required adjacent to this wetland area.

The proposed Planned Unit Development will provide trails to the City's overall planned trail network as well as provide land to be utilized for a planned east-west connector roadway. The lighting will be decorative and follow the Dark Sky principles.

Access to the development will include extension of Niles Road at the northern end of the site. Niles Road asphalt pavements ends at the adjacent greenhouse nursery driveway approximately 700 feet. This portion of the unpaved Niles Road will be improved for ultimate connection to the existing paved Niles Road. The PUD proposal include a 70 feet wide right-of-way to be improved to City standards with a trail and constructed in two phase. Phase 1 of the Niles Road extension will connect to the planned Wekiva Ridge to the east via SR 46. Plus Phase 1 will

Planning and Zoning Commission Meeting October 20, 2021

Preliminary PUD for Route 46 Properties, LLC

Page 3

include half of the boulevard roadway for full connection to the existing Niles Road. Phase 2 of the Niles Road extension will complete the construction of the “boulevard” (see master plan for phase roadway locations and improvements.

The Niles Road extension through the PUD will loop towards the planned Wekiva Ridge access spin roadway (currently named “Norton Lane”) with ingress/egress via SR 46. The Niles Road will be a public 70 feet right-of-way dedicated to the City. This roadway segment has been anticipated with the City recent “Vista Way Drive” study for a new roadway from Niles Road to Round Lake Road (see attached) resulting from the Wolf Branch Innovation District Implementation Plan.

**Comprehensive Plan Transportation
Mobility Element Policy 5.e.:**

“Each new subdivision should have at least two points of ingress and egress, with at least one access required to lie above the FEMA base flood elevation for emergency services.”

The intersection of Niles Road and Wolf Branch Road was recently improved with a traffic signal. The main ingress/egress via SR 46 is configured with full traffic movements. SR 46 is under FDOT jurisdiction.

The Preliminary PUD application included support documents: Traffic Impact Analysis and Environmental Assessment Report. Prior to development the applicant will be required to provide evidence of coordination with applicable County and State permitting agencies.

Notifications:

JPA Notice to Lake County: March 1, 2021 and August 30, 2021

Lake County School Courtesy Notice: March 1, 2021 and August 30, 2021

Attachments:

Vicinity Map

Aerial Map

Vista Ridge Drive Alignment Study

Preliminary PUD Master Plan

Application

3331 State Road 46

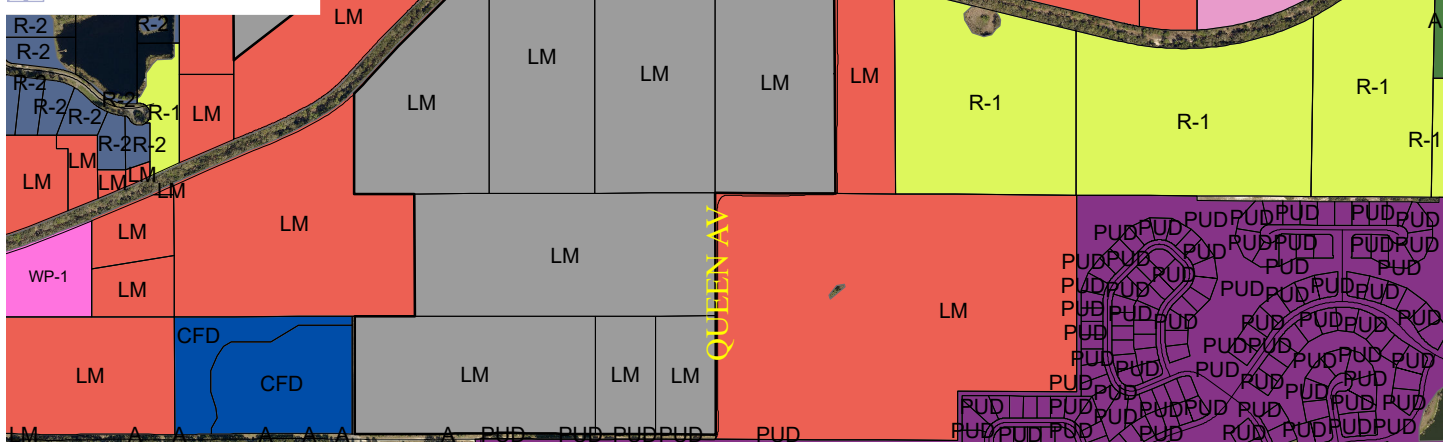
Legend

- 3331 SR 46
- C-1 Neighborhood Commercial
- C-2 Downtown Commercial
- C-2A Peripheral Commercial
- C-3 Highway Commercial
- GB Green Belt
- OP Office Professional
- PLI Public Lands and Institutions
- PUD Planned Unit Development
- R-1 Single-Family Residential
- R-1A Single-Family Residential
- R-1AAA Single-Family Residential
- R-2 Duplex Residential
- R-3 Multi-Family Residential
- MHP Mobile Home Park
- RP Residential Professional
- Water Body (Lake)
- WP-1 Workplace
- WP-2 Workplace

Lake County Zoning Districts

Zoning

- A
- AR
- C-1
- C-2
- CFD
- CP
- HM
- Light Manuf. (LM) *Light Manuf.*
- MP
- PUD
- R-1
- R-2
- R-3
- R-4
- R-6
- R-7
- RA
- RM
- RMRP
- RP

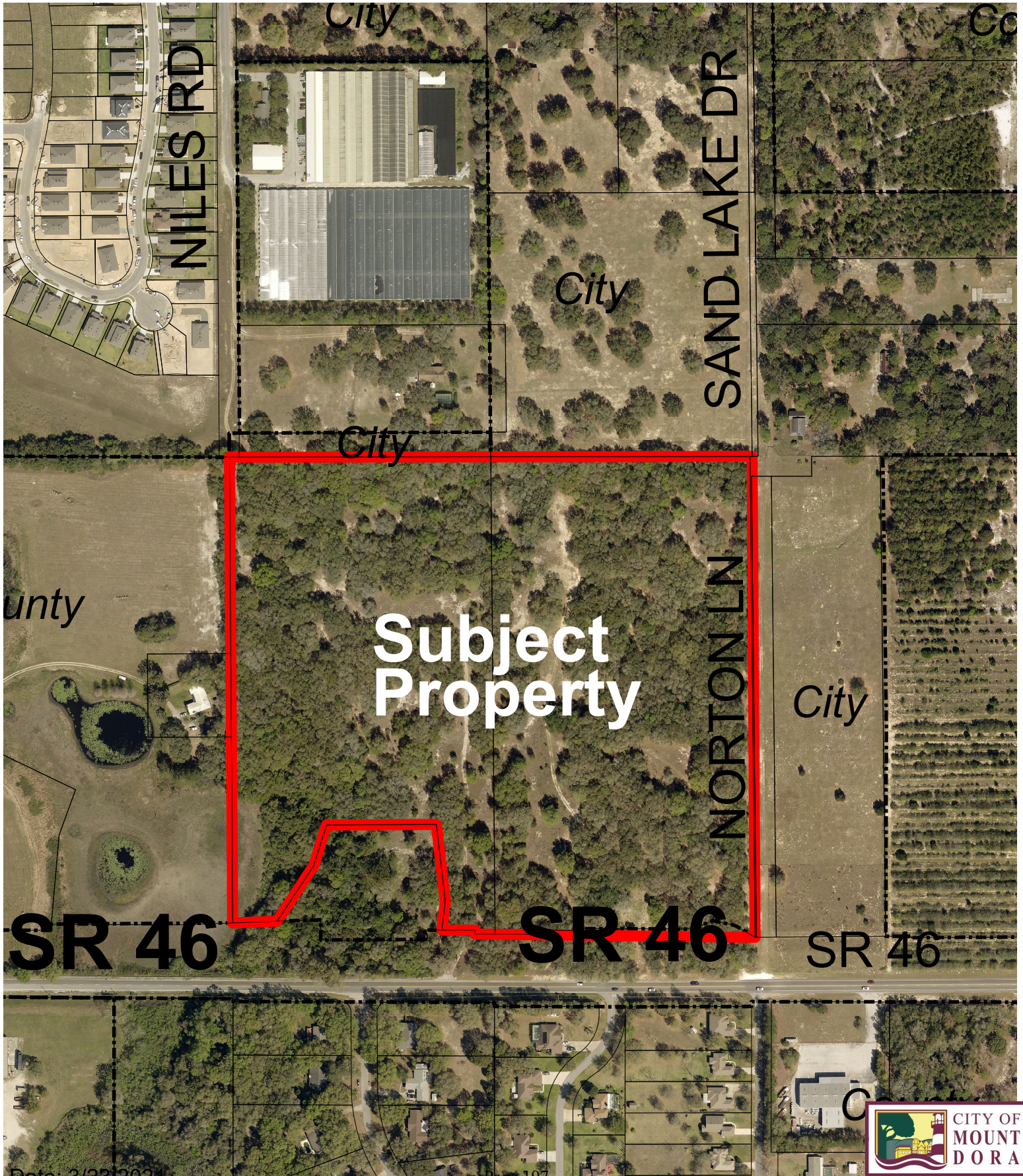


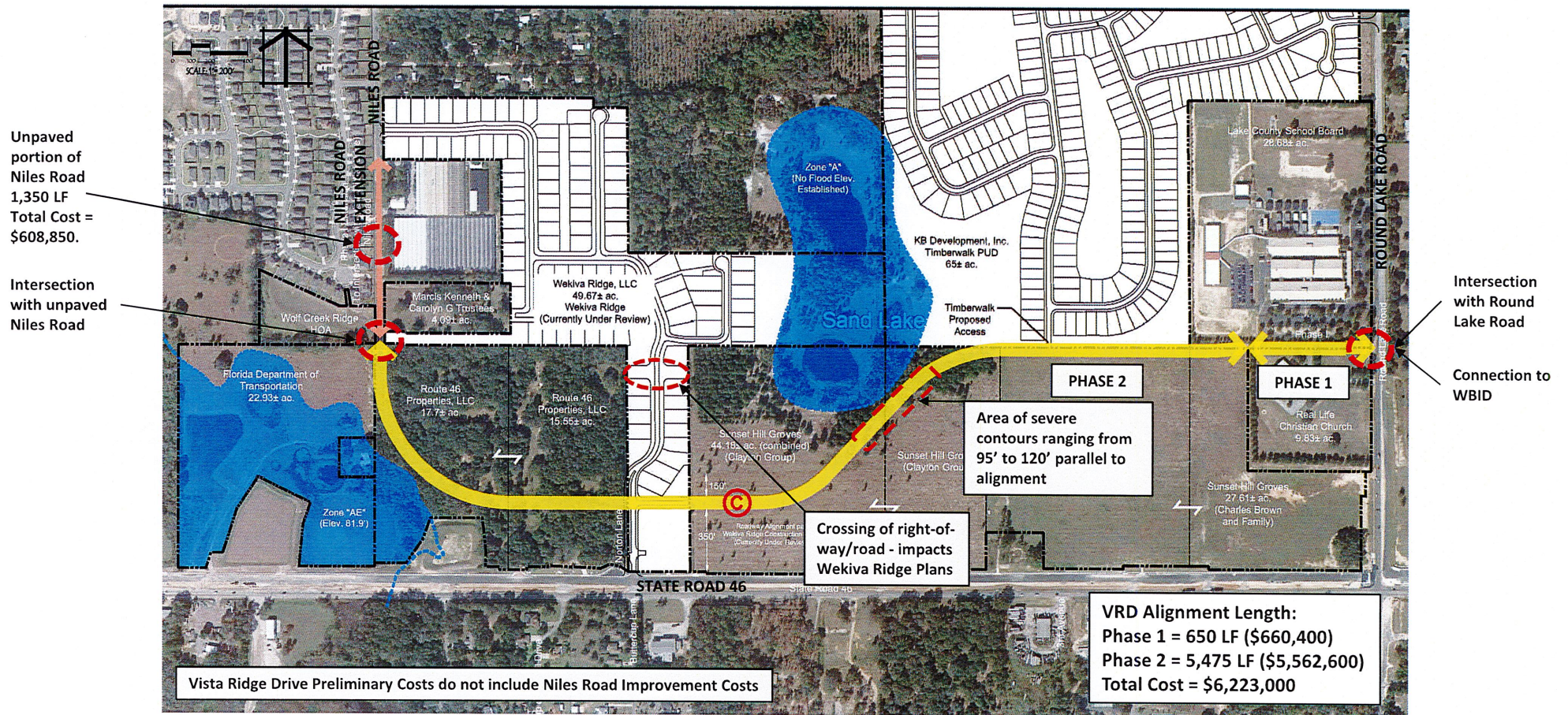
0 700 1,400 2,800 Feet

ATTACHMENT #1
Route 46 Properties, LLC
Aerial Map

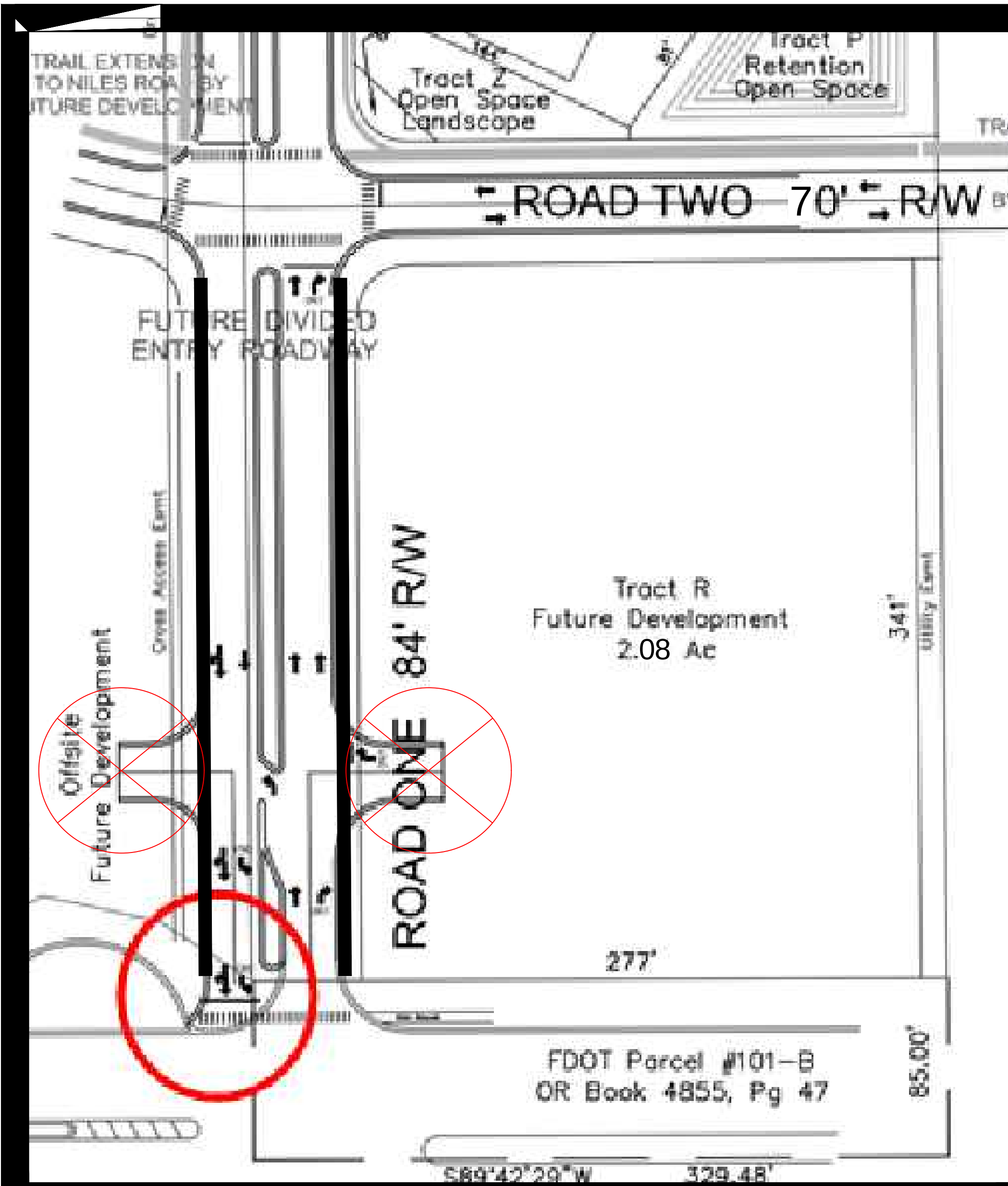
Legend

-  Subject Property
-  City Limits





OPTION C - ALTERNATIVE



THE FOLLOWING LEGAL DESCRIPTION IS FOUND IN OFFICIAL RECORDS BOOK 5184, PAGE 1448, AS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTS FOR LAKE COUNTY, FLORIDA.

THIS DESCRIPTION IS AN UPDATED VERSION TO REFLECT A RIGHT OF WAY TAKING PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 11130, FP 238275-2, FOR STATE ROAD NO. 46.

THAT PART OF:

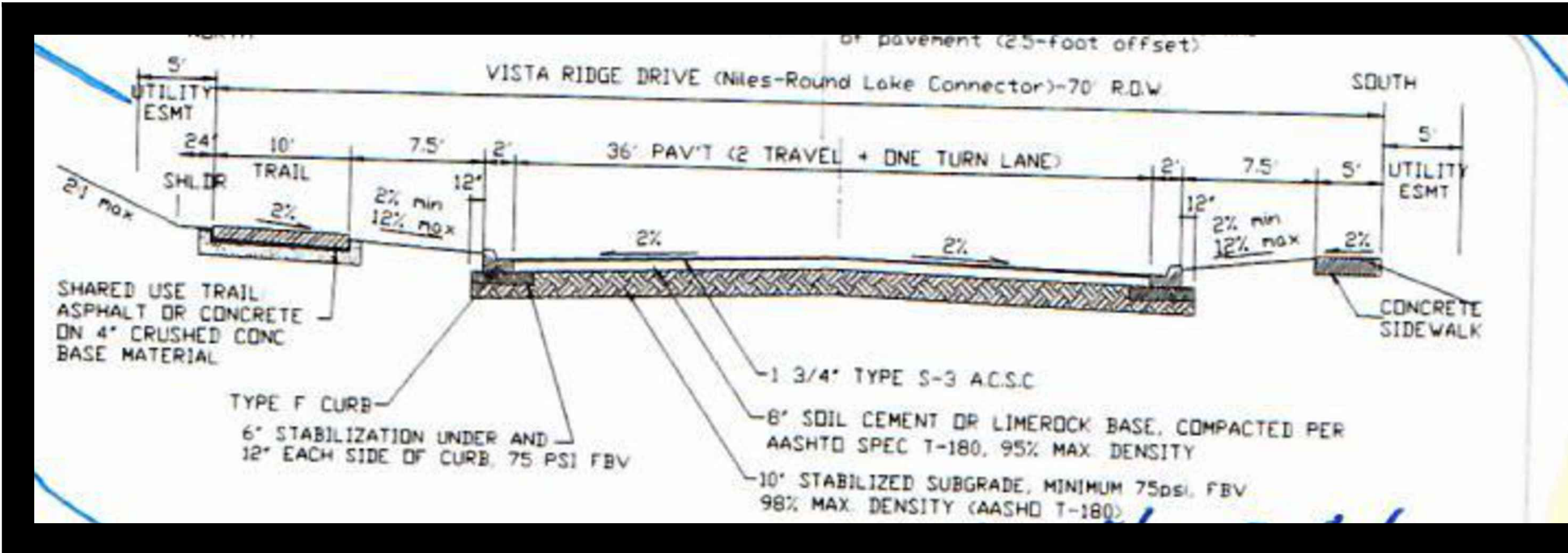
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF STATE ROAD 46, WHICH PROPERTY IS ALSO DESCRIBED AS A PORTION OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27; THENCE N00°23'59" W A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, N00°23'56" W A DISTANCE OF 1296.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE N89°54'34" E ALONG SAID LINE A DISTANCE OF 1313.48 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'53" E ALONG SAID LINE A DISTANCE OF 1296.28 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP RECORDED IN MAP BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°54'27" W ALONG SAID LINE A DISTANCE OF 1318.15 FEET TO THE POINT OF BEGINNING.

(BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3775, PAGE 1785 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA)

LESS RIGHT OF WAY FOR STATE ROAD 46 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11130-FP 238275;

DESCRIBED AS FOLLOWS:

COMMENCE AT A 3-1/2"x3" CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP238275-2; THENCE S89°40'03" E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SAID CORNER BEING LOCATED N00°01'01" E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N00°24'36" W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 26.96 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE N00°24'36" W ALONG SAID EAST LINE 128.07 FEET; THENCE DEPARTING SAID EAST LINE N87°56'31" E 112.08 FEET; THENCE N33°16'03" E 168.56 FEET; THENCE N17°38'35" E 106.59 FEET; THENCE N89°35'46" E 276.87 FEET; THENCE S06°36'12" E 195.38 FEET; THENCE S06°36'48" W 72.85 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08" E ALONG SAID PARALLEL LINE 83.69 FEET; THENCE DEPARTING SAID PARALLEL LINE S00°11'52" W 10.00 FEET TO A POINT ON A LINE 132.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08" E ALONG SAID PARALLEL LINE 139.99 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52" E 10.00 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08" E ALONG SAID PARALLEL LINE 110.01 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52" E 5.00 FEET TO A POINT ON A LINE 147.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08" E ALONG SAID PARALLEL LINE 87.19 FEET TO A POINT ON A LINE LOCATED N00°00'19" W 147.00 FEET FROM A NON CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 99+04.88; THENCE DEPARTING SAID PARALLEL LINE S89°40'11" E 212.81 FEET; THENCE DEPARTING SAID PARALLEL LINE N66°36'04" E 54.60 FEET; THENCE S77°22'47" E 56.30 FEET; THENCE S59°50'50" E 59.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'38" E ALONG SAID EAST LINE 84.57 FEET TO A POINT ON SAID EXISTING RIGHT OF WAY LINE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, S89°48'32" W 255.18 FEET; THENCE S00°12'29" E 7.50 FEET; THENCE S89°47'31" W 114.93 FEET; THENCE N89°55'07" W 947.70 FEET TO THE POINT OF BEGINNING.



Monticello Street Lights



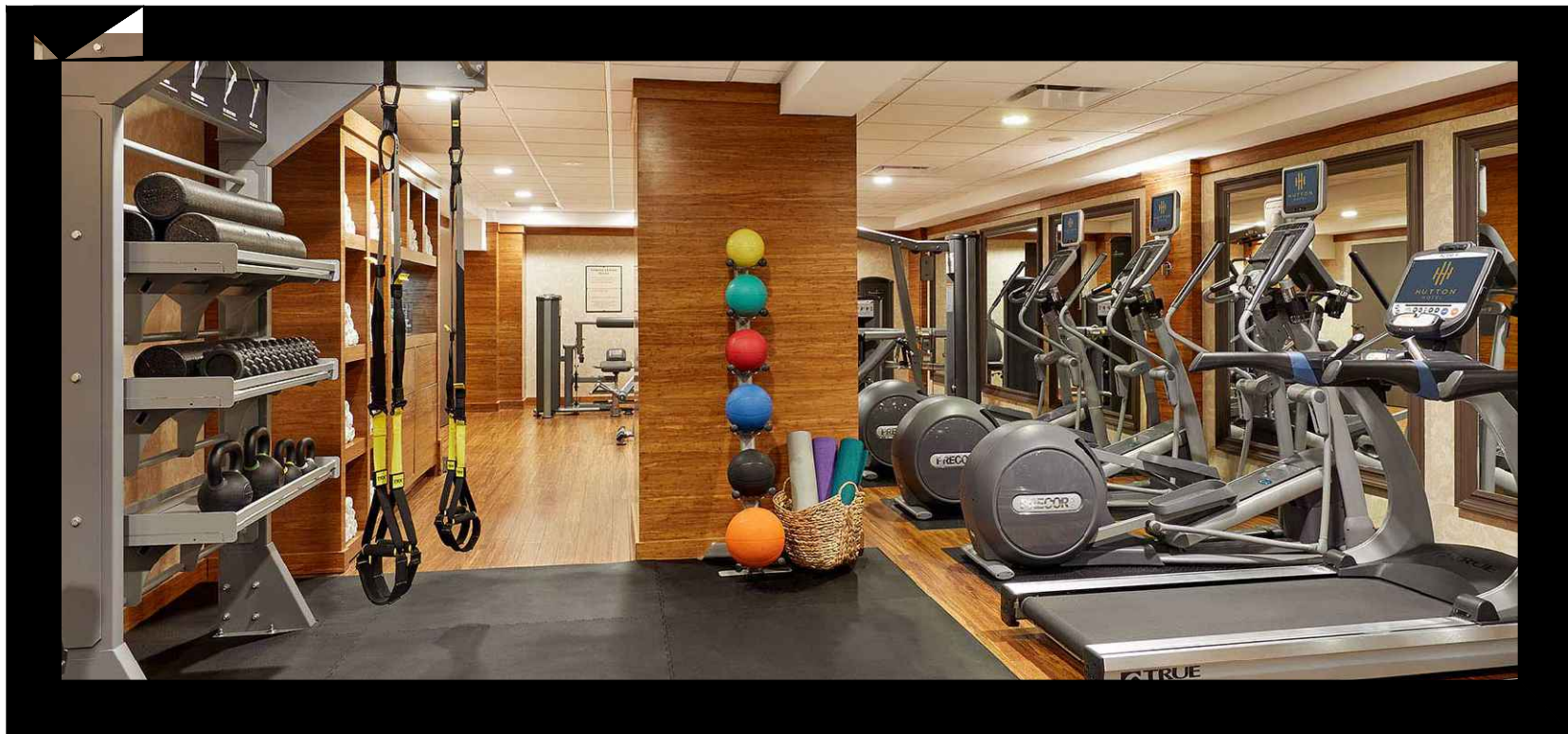
25' Poles
100' on Center or Required Illumination

Route 46 Properties, LLC
Preliminary PUD Plan
Mt Dora, FL

September 20th, 2021

Urban & Regional Planners, Inc.
1162 CAMP AVENUE - MT. DORA, FL 32757
(352)385-1940 / FAX (352)383-4824
Proj.: 1875/1

Amenities



Fitness Center



Clubhouse/Pool



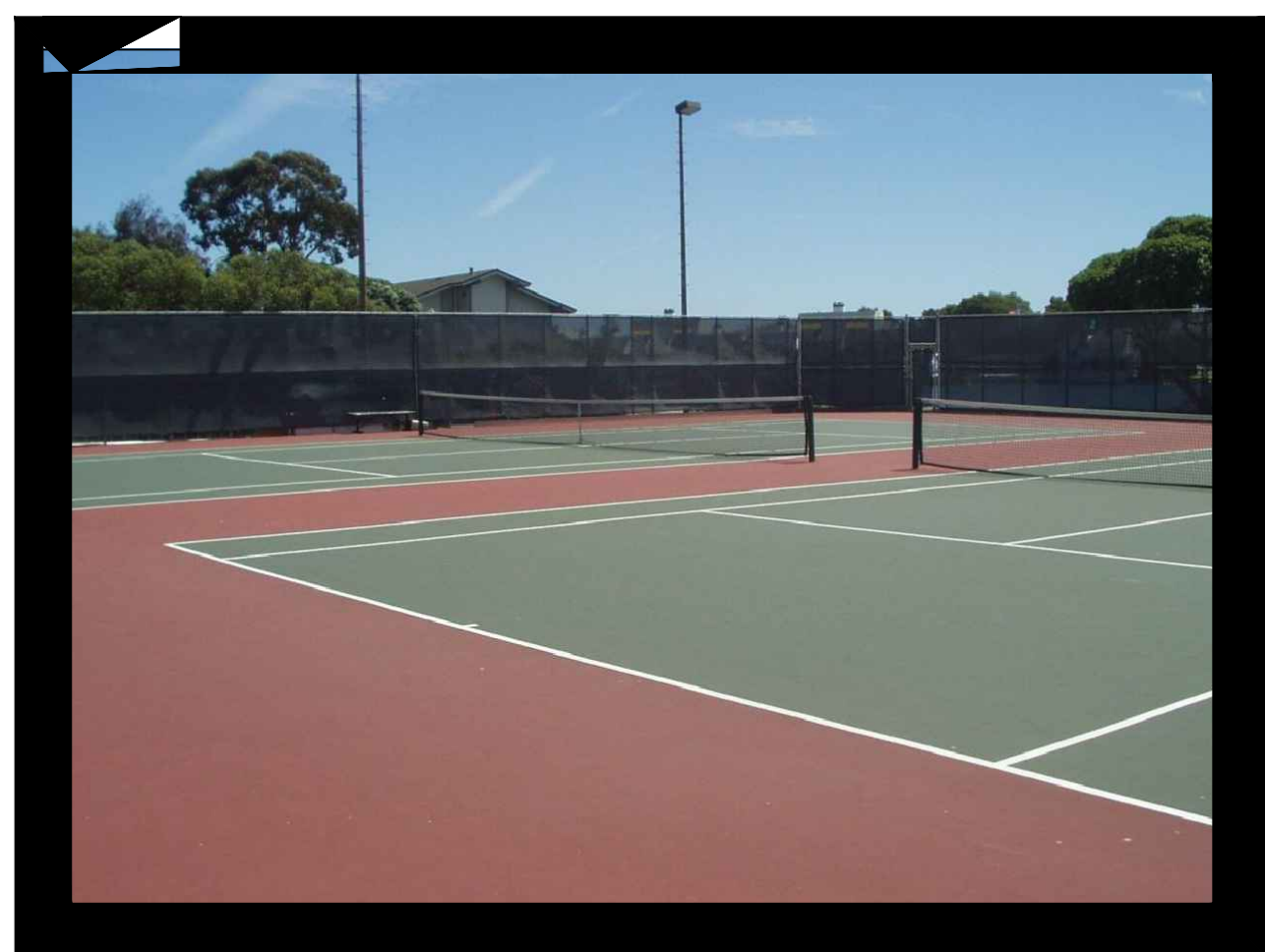
Community Trails



Grills



Basketball



Tennis



Playground



Dog Park


**CITY OF
MOUNT
DORA**
PUD21-01PREL
**City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191**
E-mail: plandev@cityofmounddora.com

PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) APPLICATION

 Date: 12/17/2020 Project Name: Route 46 Properties, LLC

1. Applicant's Name: Greg Beliveau
 Company's Name: LPG Urban & Regional Planners, Inc.
 Address: 1162 Camp Avenue
 City, State & Zip: Mount Dora, FL 32757
 Phone: (352) 385-1940 E-mail: gregb@lpgurp.com
2. Property Owner's Name(s): Route 46 Properties, LLC (Charles Croson, Manager)
 Company's Name: Route 46 Properties, LLC
 Address: 1321 Tappie Circle
 City, State & Zip: Lake Mary, FL 32746
 Phone: (407) 488-7945 E-mail: charles@croson.com
3. Engineer's Name: N/A
 Company's Name: _____
 Address: _____
 City, State & Zip: _____
 Phone: _____ E-mail: _____
4. Landscape Architect: N/A
 Company's Name: _____
 Address: _____
 City, State & Zip: _____
 Phone: _____ E-mail: _____

ATTACHMENT #1

5. The property generally located and list adjacent streets: Bobwhite Lane, CR 46, north of Vista View (Hacienda Hills Subdivision) across CR 46.
6. Size of property in Acres: 33.38 +/- Square Feet: 1,454,033
7. Zoning District: PUD Future Land Use Category: Residential High Density (18 u/a) and Commercial
8. Number of Structures and/or units to be built: 442 multi-family units, 55,000 sq ft commercial
9. Is the proposed use(s) permissible in requested district? Yes, Chapter 3 Section 3.4.5
10. Provide description of the proposed use: Mixed use project of multi-family and commercial recreation and open space
11. Provide phase breakdown and description of phases: Phase 1- 286 MF units and 55,000 sq ft commercial, Phase 2- 156 MF units, & Phase 3 roadway extension.
12. State the reason for this request (attach written summary if additional space is needed):
To provide housing for the area as well as supporting commercial uses
13. Has an application been filed within the last 12 months (describe, if yes)? No

CERTIFICATION AND SIGNATURE

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



Owner/Applicant Signature

9-1-2021

Date

February 24, 2021

Route 46 Properties, LLC hereby authorizes Greg Beliveau with LPG Urban and Regional Planners, Inc. to act as our agent in the submittal and signing of a petition for approval of an annexation, large scale comprehensive plan amendment from Urban Low Density to Commercial and Residential, and rezoning to Planned Unit Development.

Signed:

David A Croson

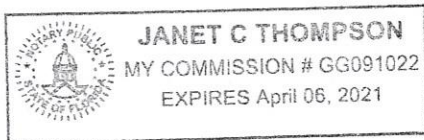
Da.vid A Croson
Managing Member

STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Seminole *gc7*

The foregoing instrument was acknowledged before me the 26th day of February, 2021, by David A. Croson as Managing Member of Route 46 Properties, LLC on behalf of the corporation. He is personally known to me.

Janet C Thompson
Notary Public – State of Florida

Janet C Thompson
Print Name
My Commission Expires: April 6, 2021
Commission Number: GG091022



RECEIVED**By RagusaE at 1:43 pm, Mar 01, 2021**

CFN 2009057503
 Bk 03775 Pgs 1785 - 1786 (2pgs)
 DATE: 05/29/2009 09:31:17 AM
 NEIL KELLY, CLERK OF COURT
 LAKE COUNTY
 RECORDING FEES 18.50
 DEED DOC 5:075.00

Prepared by/Return to:
Campione & Hackney, P.A.
 David M. Campione, Esquire
 2750 Dora Avenue
 Tavares, FL 32778
 File No.: 09-00006 LH

Parcel ID #: AK#1446392 & AK#3636163

Warranty Deed

This Warranty Deed made this 19th day of May, 2009, between **ASC Properties, Inc.**, a Florida corporation ("Grantor"), whose address is 1331 Heim Road, Mount Dora, FL 32757, and **Route 46 Properties LLC**, a Florida limited liability company ("Grantee"), whose address is 26014 Estates Ridge Drive, Sorrento, Florida 32776.

For and in consideration of the sum of Ten & 00/100's Dollars (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, Grantor has granted, bargained and sold to Grantee and Grantee's heirs forever that certain land located in Lake County, Florida, further described in **Exhibit "A"** hereto, incorporated by reference and made a part hereof.

Together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereto appertaining.

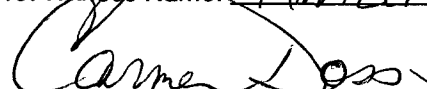
Grantor hereby covenants with said grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever. *Singular and plural are interchangeable as context requires.

Subject to taxes for the year 2009 and subsequent years and easements and restrictions of record, if any; however, this reference shall not serve to reimpose same.

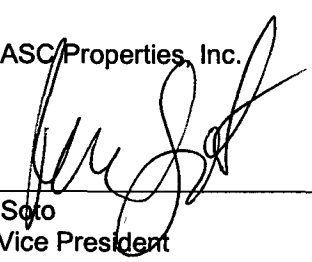
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
 in the presence of:


 1st Witness Name: Kim LeBonx


 2nd Witness Name: Carmen Lee

Grantor: ASC Properties, Inc.

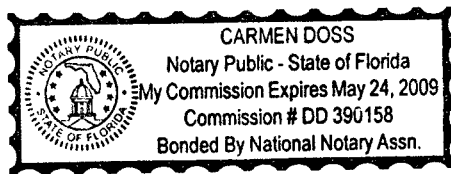
By: 

Rene Soto
 As Its Vice President

Warranty Deed
Page Two

State of Florida
 County of Lake

The foregoing instrument was acknowledged before me this 19th day of May, 2009, by Rene Soto, as Vice President of ASC Properties, Inc., on behalf of the corporation, ___ who is personally known to me or X who has produced Florida Drivers License as identification and who ___ did X did not take an oath.



Carmen Doss
 Notary Public
 My Commission Expires:

Exhibit "A"
Property Description

The Southwest 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, less road right-of-way of State Road No. 46, which property is also described as a portion of Section 27, Township 19 South, Range 27 East, more particularly described as follows: commence at the Southwest corner of said Section 27; thence North 00°23'59" West, a distance of 33.00 feet to the point of beginning; thence continue along the West line of the Southwest 1/4 of said Section 27, North 00°23'59" West, a distance of 1296.30 feet, to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence North 89°54'34" East, along said line a distance of 1313.48 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'53" East, along said line a distance of 1296.28 feet to a point on the North right-of-way line of State Road No. 46 as shown on the Florida Department of Transportation maintenance map recorded in Map Book 7, Page 64 of the Public Records of Lake County, Florida; thence South 89°54'27" West, along said line a distance of 1318.15 feet to the point of beginning.

RECEIVED

By RagusaE at 1:43 pm, Mar 01, 2021

04-QCD01-08/01

June 7, 2016

This instrument prepared by

ROBIN D. DERR

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

TAX EXEMPT
F.S. 337.27

Please Return To:
Fla Department of Transportation
719 S Woodland Blvd
R / W Records Mgmt, MS 551
DeLand, FL 32720-6834
Attn: S. Hutchison

PARCEL NO. 117.11

SECTION 11130

F.P. NO. 238275 2

STATE ROAD 46

COUNTY LAKE

QUITCLAIM DEED

THIS QUITCLAIM DEED, Made this 9th day of JUNE, 2016, by WANDA SHAFFER, a single woman, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.)

WITNESSETH: That the said grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the said grantee forever, all right, title, interest, claim and demand, which said grantor has in and to the hereinafter described parcel of land arising out of that certain Unrecorded Lease, together with all other right, title, interest, claim and demand, if any, which the said grantor has in and to said parcel situate in the County of Lake, Florida, viz:

PARCEL 117

SECTION 11130
F.P. No. 238275-2

That part of:

"The Southwest 1/4 of the Southwest 1/4 of Section 27, Township 19 South, Range 27 East, Lake County, Florida, less road right-of-way of State Road No. 46, which property is also described as a portion of Section 27, Township 19 South, Range 27 East, more particularly described as follows: commence at the Southwest corner of said Section 27; thence North 00°23'59" West, a distance of 33.00 feet to the point of beginning; thence continue along the West line of the Southwest 1/4 of said Section 27, North 00°23'56" West, a distance of 1296.30 feet, to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence North 89°54'34" East, along said line a distance of 1313.48 feet to the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'53" East, along said line a distance of 1296.28 feet to a point on the North right-of-way line of State Road No. 46 as shown on the Florida Department of Transportation maintenance map recorded in Map Book 7, Page 64 of the Public Records of Lake County, Florida; thence South 89°54'27" West, along said line a distance of 1318.15 feet to the point of beginning."

(Being the lands described in Official Records Book 3775, Page 1785 of the Public Records of Lake County, Florida.)

Described as follows:

COMMENCE at a 3 1/2" x 3" Concrete Monument with a drill hole in the center marking the Southwest Corner of the Southeast 1/4 of Section 28, Township 19 South, Range 27 East, Lake County, Florida, as shown on Florida Department of Transportation Right of Way Map, Section 11130, FP No 238275-2; thence South 89°40'03" East along the South line of the Southeast 1/4

PARCEL NO. 117.11
SECTION 11130
F.P. NO. 238275-2
PAGE 2

of said Section 28, a distance of 2639.92 feet to the Southeast corner of the Southeast 1/4 of said Section 28, said corner being located North 00°01'01" East along the East line of the Northeast 1/4 of Section 33, Township 19 South, Range 27 East, 3.12 feet from the Centerline of Survey of State Road 46 at Station 89+57.36 as shown on said Right of Way Map; thence North 00°24'36" West along the East line of the Southeast 1/4 of said Section 28, a distance of 26.96 feet to a point on the Existing Right of Way Line of State Road 46 as shown on said Right of Way Map and the POINT OF BEGINNING; thence departing said Existing Right of Way Line, North 00°24'36" West along said East line, 128.07 feet; thence departing said East line North 87°56'31" East, 112.08 feet; thence North 33°16'03" East 168.56 feet; thence North 17°38'35" East, 106.59 feet; thence North 89°35'46" East, 276.87 feet; thence South 06°36'12" East, 195.38 feet; thence South 06°36'48" West, 72.85 feet to a point on a line 142.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 83.69 feet; thence departing said parallel line South 00°11'52" West, 10.00 feet to a point on a line 132.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 139.99 feet; thence departing said parallel line North 00°11'52" East, 10.00 feet to a point on a line 142.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 110.01 feet; thence departing said parallel line North 00°11'52" East, 5.00 feet to a point on a line 147.00 feet left of and parallel to said Centerline; thence South 89°48'08" East along said parallel line, 87.19 feet to a point located North 00°00'19" West, 147.00 feet from a non-curve point of intersection on said Centerline at Station 99+04.88; thence departing said parallel line, South 89°40'11" East, 212.81 feet; thence departing said parallel line North 66°36'04" East, 54.60 feet; thence South 77°22'47" East, 56.30 feet; thence South 59°50'50" East, 59.37 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 27; thence South 00°36'38" East along said East line, 84.57 feet to a point on said Existing Right of Way Line; thence departing said East line and along said Existing Right of Way line the following four (4) courses, South 89°48'32" West, 255.18 feet; thence South 00°12'29" East, 7.50 feet; thence South 89°47'31" West, 114.93 feet; thence North 89°55'07" West, 947.70 feet to the POINT OF BEGINNING.

CONTAINING 5.500 acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law,



SIGNATURE LINE
PRINT/TYPE NAME: JUDEE BOUARD



SIGNATURE LINE
PRINT/TYPE NAME: Leslie M. Premo



WANDA SHAFFER
aka Wanda Lawson Shaffer

ADDRESS OF GRANTOR:

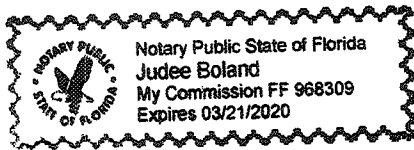
32913 CR 437
Sorrento, FL 32716

ATTACHMENT #1

PARCEL NO. 117.11
SECTION 11130
F.P. NO. 238275-2
PAGE 3

STATE OF FLORIDACOUNTY OF LAKE

The foregoing instrument was acknowledged before me this 9th day of JUNE, 2016, by Wanda Shaffer, who is personally known to me or who has produced _____ as identification.



Judge Boland
PRINT/TYPE NAME: JUDGE BOLAND
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

ACQUISITION OF THIS LAND IS
NECESSARY FOR R/W PURPOSES
UNDER THREAT OF CONDEMNATION
PURSUANT TO SEC. 337. 27 F.S.
CF
FL D.O.T.

RECEIVED
By RagusaE at 1:42 pm, Mar 01, 2021

THE FOLLOWING LEGAL DESCRIPTION IS FOUND IN OFFICIAL RECORDS BOOK 5184, PAGE 1448, AS RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF COURTS FOR LAKE COUNTY, FLORIDA.

THIS DESCRIPTION IS AN UPDATED VERSION TO REFLECT A RIGHT OF WAY TAKING PER STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 11130, FP 238275-2, FOR STATE ROAD NO. 46.

THAT PART OF:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY OF STATE ROAD 46, WHICH PROPERTY IS ALSO DESCRIBED AS A PORTION OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27; THENCE N00°23'59"W A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, N00°23'56"W A DISTANCE OF 1296.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE N89°54'34"E ALONG SAID LINE A DISTANCE OF 1313.48 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'53"E ALONG SAID LINE A DISTANCE OF 1296.28 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 46 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP RECORDED IN MAP BOOK 7, PAGE 64, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°54'27"W ALONG SAID LINE A DISTANCE OF 1318.15 FEET TO THE POINT OF BEGINNING.

(BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3775, PAGE 1785 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA)

LESS RIGHT OF WAY FOR STATE ROAD 46 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 11130-FP 238275;

DESCRIBED AS FOLLOWS:

COMMENCE AT A 3-1/2"x3" CONCRETE MONUMENT WITH A DRILL HOLE IN THE CENTER MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11130, FP238275-2; THENCE S89°40'03"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 2639.92 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 28, SAID CORNER BEING LOCATED N00°01'01"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, 3.12 FEET FROM THE CENTERLINE OF SURVEY OF STATE ROAD 46 AT STATION 89+57.36 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE N00°24'36"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 26.96 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF STATE ROAD 46 AS SHOWN ON SAID RIGHT OF WAY MAP AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE N00°24'36"W ALONG SAID EAST LINE 128.07 FEET; THENCE DEPARTING SAID EAST LINE N87°56'31"E 112.08 FEET; THENCE N33°16'03"E 168.56 FEET; THENCE N17°38'35"E 106.59 FEET; THENCE N89°35'46"E 276.87 FEET; THENCE S06°36'12"E 195.38 FEET; THENCE S06°36'48"W 72.85 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 83.69 FEET; THENCE DEPARTING SAID PARALLEL LINE S00°11'52"W 10.00 FEET TO A POINT ON A LINE 132.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 139.99 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 10.00 FEET TO A POINT ON A LINE 142.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 110.01 FEET; THENCE DEPARTING SAID PARALLEL LINE N00°11'52"E 5.00 FEET TO A POINT ON A LINE 147.00 FEET LEFT OF AND PARALLEL TO SAID CENTERLINE; THENCE S89°48'08"E ALONG SAID PARALLEL LINE 87.19 FEET TO A POINT ON A LINE LOCATED N00°00'19"W 147.00 FEET FROM A NON CURVE POINT OF INTERSECTION ON SAID CENTERLINE AT STATION 99+04.88; THENCE DEPARTING SAID PARALLEL LINE S89°40'11"E 212.81 FEET; THENCE DEPARTING SAID PARALLEL LINE N66°36'04"E 54.60 FEET; THENCE S77°22'47"E 56.30 FEET; THENCE S59°50'50"E 59.37 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE S00°36'38"E ALONG SAID EAST LINE 84.57 FEET TO A POINT ON SAID EXISTING RIGHT OF WAY LINE; THENCE DEPARTING SAID EAST LINE AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES, S89°48'32"W 255.18 FEET; THENCE S00°12'29"E 7.50 FEET; THENCE S89°47'31"W 114.93 FEET; THENCE N89°55'07"W 947.70 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 33.83 ACRES, MORE OR LESS.

SURVEY NOTES

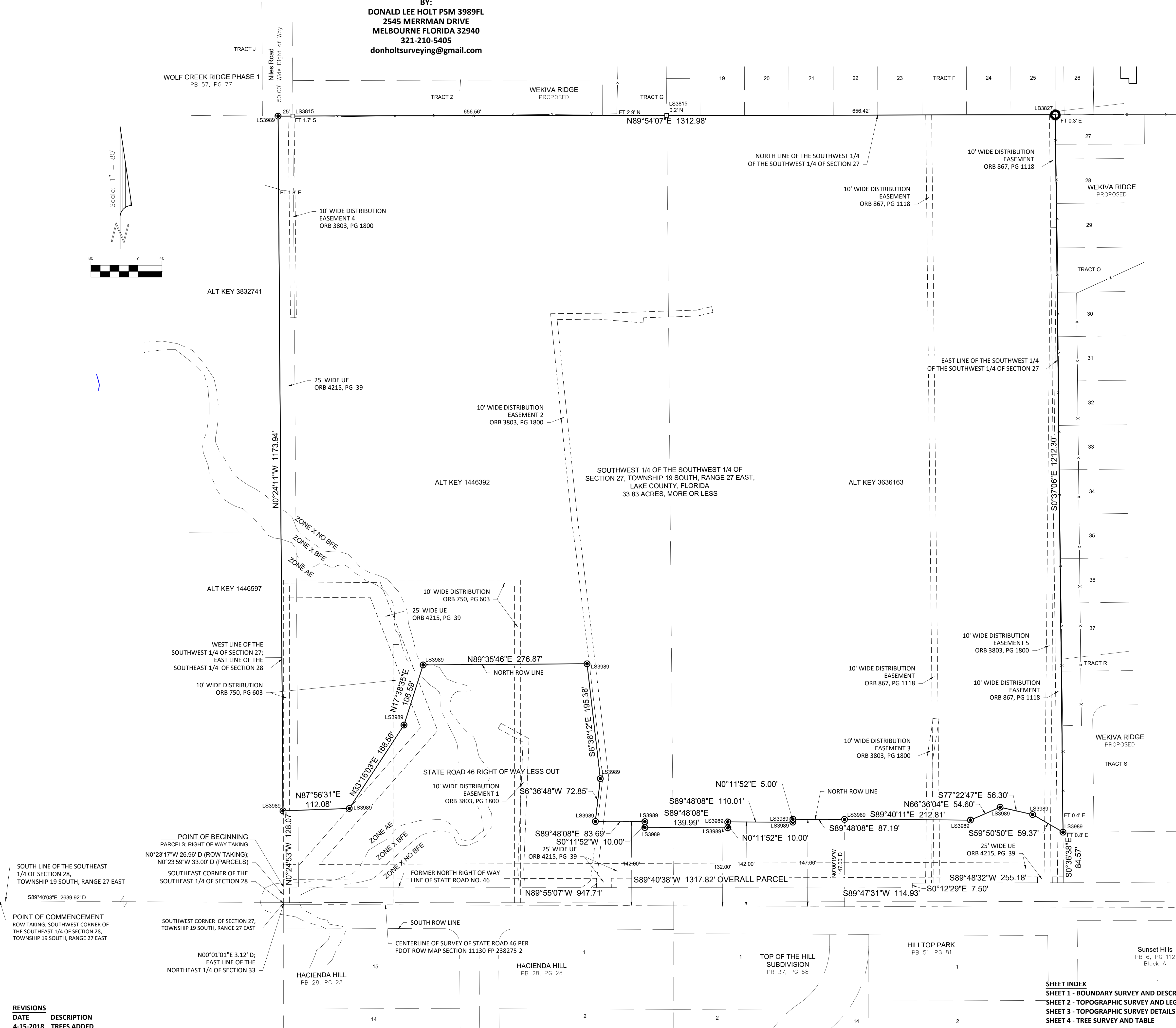
- LAKE COUNTY PROPERTY APPRAISERS AND CLERK OF COURT OFFICES PROVIDED PROPERTY ALT KEY NUMBERS; CURRENT DEED DESCRIPTION AND ADJOINING PLAT INFORMATION.
- CURRENT RIGHT OF WAY INFORMATION, BEARING BASIS, NORTH ARROW, COORDINATE STRUCTURE, FIELD SURVEY ELEVATIONS AND APPROXIMATE LOCATION OF EASEMENTS PROVIDED BY FLORIDA DEPARTMENT OF TRANSPORTATION. ELEVATIONS ARE BASED ON TIES TO CONTROL POINTS 1033 AND 1034 SITUATED ON THE SOUTH SIDE OF STATE ROAD 46 AS SHOWN, ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY PROJECT NETWORK CONTROL SURVEY FOR WEKIVA PARKWAY AND STATE ROAD 46 REALIGNMENT PREPARED BY WANTMAN GROUP INC IN 2011.
- THIS SURVEY WAS PREPARED WITH THE ASSISTANCE OF ATTORNEY'S TITLE INSURANCE FUND, INC TITLE COMMITMENT POLICY NUMBER C-3243141 DATED FEBRUARY 17, 2009 FOR EASEMENT AN DEED DESCRIPTION MATTERS. THIS SITE IS SUBJECT TO THREE FPC DISTRIBUTION EASEMENTS AS CITED IN SCHEDULE B-II ITEM FOUR. SUBSEQUENT TO TITLE COMMITMENT PROVIDED BY SURVEYOR AN ADDITIONAL FPC DISTRIBUTION EASEMENT WAS RECORDED IN OFFICIAL RECORDS BOOK 3803, PAGE 1800 AND A PERPETUAL UTILITY EASEMENT, 25' IN WIDTH, WAS DEDICATED TO THE CITY OF MOUNT DORA PUBLIC WORKS IN OFFICIAL RECORDS BOOK 4215, PAGE 39 ON SEPTEMBER 6, 2012; BOTH NEW EASEMENTS ARE SHOWN HEREON.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP 12069C0390 E, LAST REVISED DECEMBER 18, 2012, PORTIONS OF THIS SUBJECT SITE LIE WITHIN ZONE AE (EL 81.9), (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD), BASED FLOOD ELEVATIONS DETERMINED, PORTIONS LIE WITHIN ZONE X, (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND PORTIONS LIE WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). FEMA MAP IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 AND PROVIDED BY FEMA WEBSITE.
- THIS SITE IS VACANT AND CONTAINS NO IMPROVEMENTS. THE BOUNDARY SURVEY WAS PERFORMED ON MARCH 3, 2019.
- THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT BY THE SIGNING PARTY OR PARTIES.
- THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS BOUNDARY AND TOPOGRAPHIC SURVEY MAP AND REPORT WAS PREPARED UNDER THE DIRECT SUPERVISION OF

DONALD LEE HOLT, PSM 3989FL
2545 MERRMAN DRIVE, MELBOURNE, FLORIDA, 32940

REVISIONS	DATE	DESCRIPTION
1	4-15-2018	TREES ADDED

THIS BOUNDARY SURVEY
WAS PREPARED FOR:
CHARLES CROSON, CFA, CROSON INVESTMENT PARTNERS
AND DH DESIGN CONSULTANTS LLC
BY:
DONALD LEE HOLT PSM 3989FL
2545 MERRMAN DRIVE
MELBOURNE FLORIDA 32940
321-210-5405
donholtsurveying@gmail.com



SHEET INDEX
SHEET 1 - BOUNDARY SURVEY AND DESCRIPTION
SHEET 2 - TOPOGRAPHIC SURVEY AND LEGEND
SHEET 3 - TOPOGRAPHIC SURVEY DETAILS
SHEET 4 - TREE SURVEY AND TABLE

BOUNDARY SURVEY
ALT KEY 1446392 AND ALT KEY 3636163

SCALE: 1" = 80'
DATE: 3-6-19
DRAWN BY: DASH
CHECKED BY: DH
REVISED BY:
DRAWING: CROSON-BNT

Donald Lee Holt
2545 Merrman Drive
Palm Shores, Florida 32940
Donal Lee Holt PSM #3989

Sheet

1 of 4

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donholtsurveying@gmail.com

LEGEND AND ABBREVIATIONS

ARV - AIR RELEASE VALVE

BFE - BASE FLOOD ELEVATION DETERMINED

▽ - CAMPHOR TREE, ON-SITE

✕ - CHERRY LAUREL TREE, ON-SITE

CG - CONCRETE CURB AND GUTTER

CD - CONCRETE DRIVE

CW - CONCRETE WALK

D - DESCRIBED INFORMATION

DMH - DRAINAGE MANHOLE

— - EDGE OF DENSE VEGETATION

EP - EDGE OF PAVEMENT

EL - ELEVATION

— - FEMA FLOOD ZONE LINES

FT - FENCE TIE

—X— - FENCE LINE

• - FENCE POST

⛑ - FIRE HYDRANT

FM - FORCE MAIN

HWF - HOG WIRE FENCE

ID - IDENTIFICATION

INV - INVERT

LB - LICENSED BUSINESS

LS - LICENSED SURVEYOR

☆ - LIGHT POLE

M - MEASURED INFORMATION

○ - OAK TREE, ON-SITE/OFF-SITE

ORB - OFFICIAL RECORDS BOOK

PG - PAGE OR PAGES

PB - PLAT BOOK

◇ - PALM TREE, ON-SITE/OFF-SITE

◇ - PINE TREE, OFF-SITE

RBOV - RECLAIMED BLOW OFF VALVE

⛑ - RECLAIMED WATER METER

⛑ - RECLAIMED WATER VALVE

⛑ - RECOVERED 4" ROUND CONCRETE MONUMENT LB3827

RCP - REINFORCED CONCRETE PIPE

ROW - RIGHT OF WAY

⛑ - SANITARY METER

⛑ - SANITARY VALVE

LS3989 - SET 1/2" REBAR AND CAP LS 3989

△ - SWEET GUM TREE, ON-SITE

□ - TELEPHONE RISER

TS - TOE OF SLOPE

TB - TOP OF BANK

UE - UTILITY EASEMENT

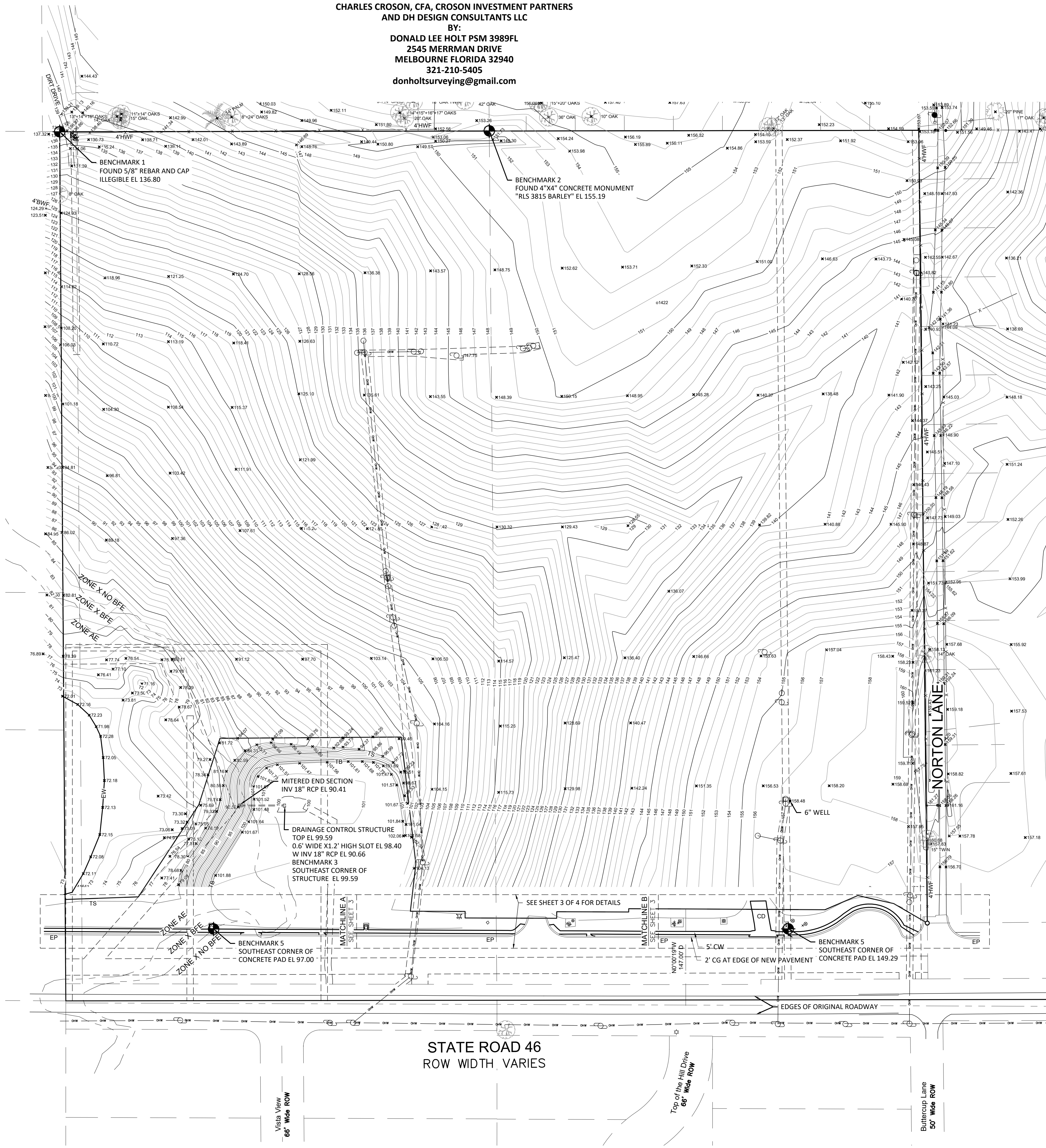
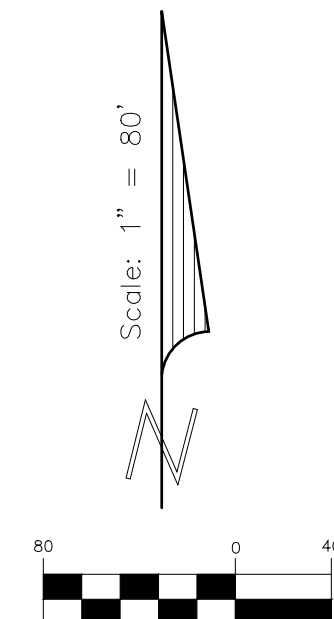
— - UTILITY POLE AND GUY WIRE

— - WATER METER

⛑ - WATER VALVE

□ WPB - WIRE PULL BOX

—OHW— - OVERHEAD UTILITY WIRE



SURVEY NOTES

ELEVATIONS ARE BASED ON TIES TO CONTROL POINTS 1033 AND 1034 SITUATED ON THE SOUTH SIDE OF STATE ROAD 46 AS SHOWN, ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY PROJECT NETWORK CONTROL SURVEY FOR WEKIVA PARKWAY AND STATE ROAD 46 REALIGNMENT PREPARED BY WANTMAN GROUP INC IN 2011.

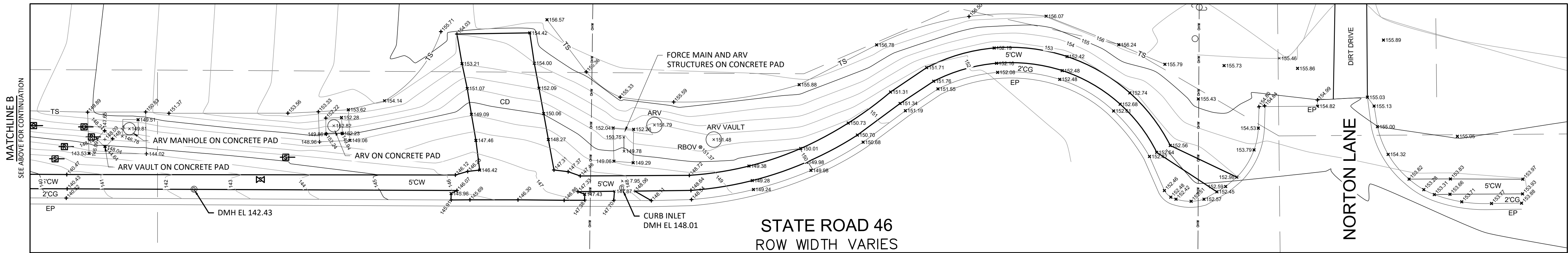
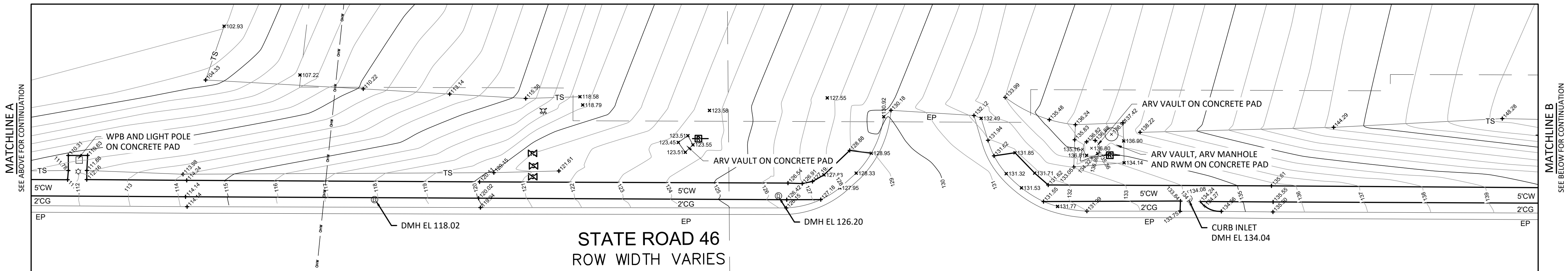
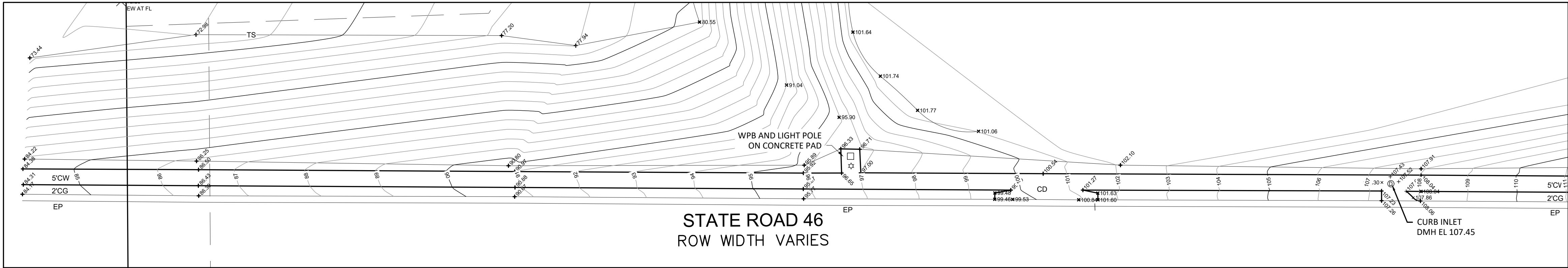
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TOPOGRAPHIC SURVEY
ALT KEY 1446392 AND ALT KEY 3636163

Donald Lee Holt
2545 Merrman Drive
Palm Shores, Florida 32940
Donal Lee Holt PSM #3989

Sheet
2 of 4

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- SEE SHEET 2 OF 4 FOR CONTINUATION OF TOPOGRAPHY.

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1" = 80'
DATE: 3-6-19
DRAWN BY: DASH
CHECKED BY: DLH
REVISED BY:
DRAWING: CROSON-BNT

Donald Lee Holt
2545 Merrman Drive
Melbourne, Florida 32940
Palm Shores, Florida 32909
Donald Lee Holt PSM #3989

Sheet

3 of 4

**CITY OF MOUNT DORA, FLORIDA
NOTICE OF PUBLIC HEARING
REQUEST FOR ROUTE 46 PROPERTIES, LLC
PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)**

Notice is hereby given that the City of Mount Dora Planning and Zoning Commission will conduct a public hearing to consider a request for a Preliminary Planned Unit Development (PUD Preliminary Master Plan) for the proposed Route 46 Property, LLC. This hearing will be held on **Wednesday, October 20, 2021 at 10:00 a.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

FURTHER, notice is hereby given that the City of Mount Dora City Council will conduct a public hearing to consider the request for a Preliminary PUD. This hearing will be held on **Tuesday, November 16, 2021 at 5:30 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

REQUEST FOR PRELIMINARY PUD; ROUTE 46 PROPERTIES, LLC (PROJECT NAME); 33.38 ACRES (SITE AREA); LOCATED NORTH SIDE OF STATE ROAD 46 AND WEST SIDE OF NORTON LANE (LOCATION); ROUTE 46 PROPERTIES, LLC (OWNER); LPG URBAN AND REGIONAL PLANNER, INC (APPLICANT).

PROPOSED PRELIMINARY PUD MASTER PLAN:

RESIDENTIAL DEVELOPABLE ACRES: 24.91

PROPOSED 442 MULTI-FAMILY DWELLING UNITS (MAXIMUM 18 DU/AC)

COMMERCIAL DEVELOPABLE ACRES: 8.07

**PROPOSED 55,000 SQUARE FEET COMMERCIAL
(MAXIMUM FLOOR AREA RATIO 0.25)**

Interested parties may appear at these meetings and be heard with respect to the requested Preliminary PUD.

These public hearings may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE: In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding should contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance, if hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Legal Ad Published: October 8, 2021



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Approval of First Reading of Ordinance No. 2021-20, Annexation for FRB Properties, LLLP (1.77 acres)

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2021-20 and hold the second reading and adoption.

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

Discussion:

Further annexation descriptions and details are contained in Attachment #1 (Annexation Summary Report). The applicant has petitioned the City for annexation for a parcel (1.77 acres) located on the east side of US Highway 441 and south of Robie Avenue. This application is in accompaniment with a Future Land Use Map (FLUM) amendment and rezoning. The applicant's proposal is for a Commercial Future Land Use and Highway Commercial (C-3) Zoning District for a proposed retail store. The FLUM and rezoning are being processed in concert under separate requests. This action is for annexation only. The site borders the city limits on the west side of US Highway 441. The site is located in the City's Joint Planning Area (JPA) and eligible for annexation.

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

The Development Review Committee (DRC) on September 29, 2021 reviewed and recommended approval of the annexation request and recommended it to forward to the City Council.

Budget Impact:

The City's ad valorem tax base will expand as the City Limits of the City are annexed in a logical pattern. Master Fee Schedule Resolution No. 2021-116 on October 5, 2021, waiving fees as an annexation incentive program. The annexation application fee of \$2,000.00 has been waived. Estimated budget impacts will cost the City a total of \$1,400.00 to process this annexation (it does not include City legal review fees).

Strategic Impact:

The City's annexation program is consistent with Growth Management and Economic Development Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits. GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation City Council approve First Reading of Ordinance No. 2021-20 and the hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 Annexation Summary Report (ADA)
2. Ordinance 2021-20 FRB Properties Annex.SGS
3. Exhibit A Property Depiction (Map) Annex

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: John McKinney, Finance Director
Sherry Sutphen, City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 11/9/2021

Approved - 11/9/2021

Approved - 11/10/2021

Approved - 11/10/2021

Final Approval - 11/10/2021



**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
FRB PROPERTIES, LLLP

Report Date:

November 16, 2021

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Site Summary:

Owner: FRB Properties, LLLP
 Applicant: Crawford, Modica, and Holt, Chartered Attorneys at Law
 Existing Use: Vacant Land
 JPA: Yes
 Proposed Use: Retail
 Future Land Use: County Regional Office
 Proposed FLU: City Commercial
 Current Zoning: County Light Industrial (LM)
 Proposed Zoning: City C-3
 City Council District: District 2
 Site Area: 1.77 +/- acres

Surrounding Property Table:

<u>Direction</u>	<u>City/County</u>	<u>FLU</u>	<u>Zoning</u>	<u>Existing Use(s)</u>
North	County	Urban Low	R-1/R-7	SFRs
South	County	Regional Office	LM	Auto Repair & Sales
East	County	Regional Office	LM/R-1	SFRs
West	City	Industrial	WP-1	Auto Repair & Sales/Thrift Shop

Analysis:

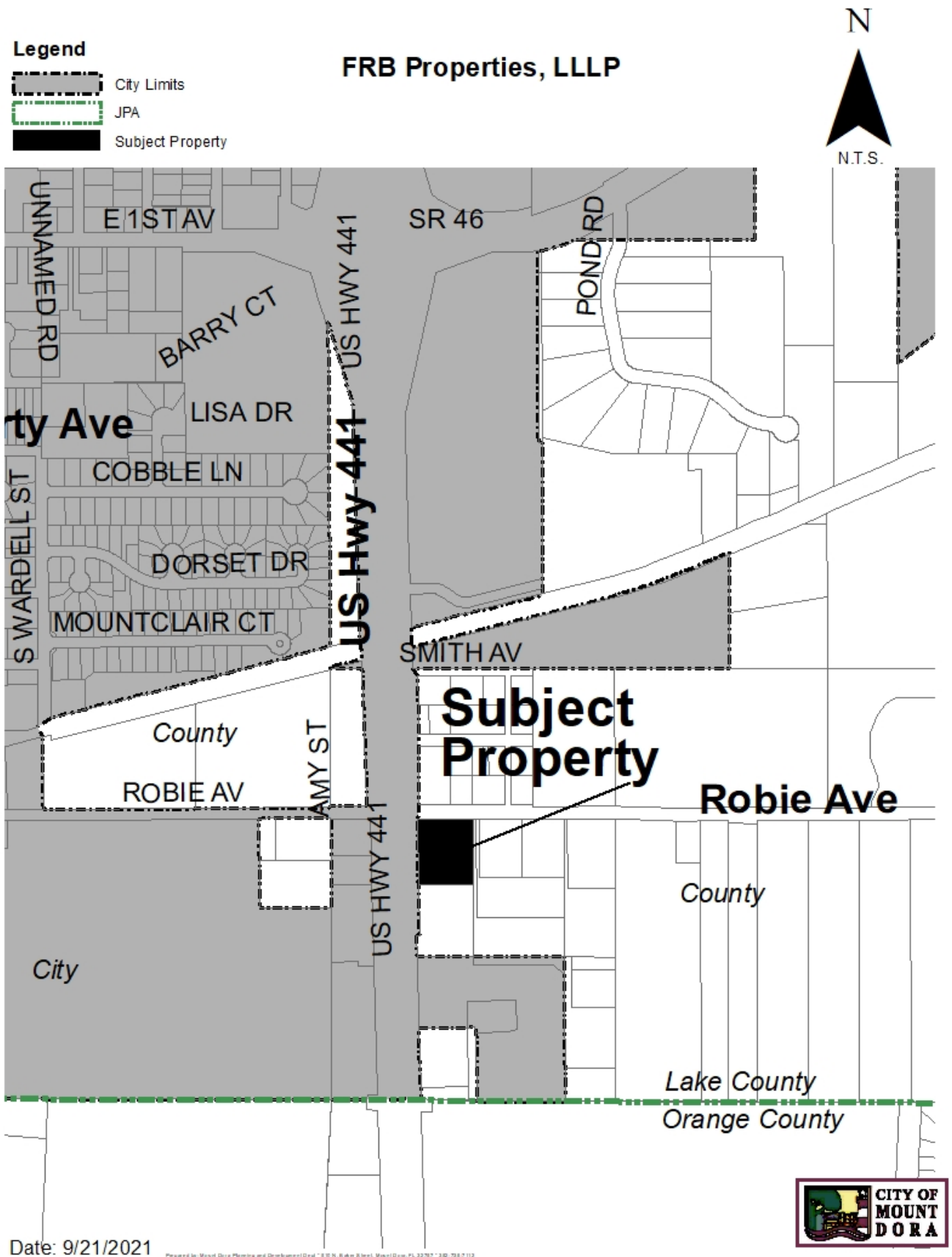
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Notification:

JPA Notice to Lake County: September 17, 2021
JPA Notice to Orange County: September 17, 2021
Notice to Lake County BCC [Ch. 171.044(3) F.S]: November 8, 2021
Ordinance Enactment Legal Ad: November 26, 2021
Non-Legal Ad (1): November 19, 2021
Non-Legal Ad (2): November 26, 2021
Notice after adoption per 171.044(3) F.S.: Date to be scheduled

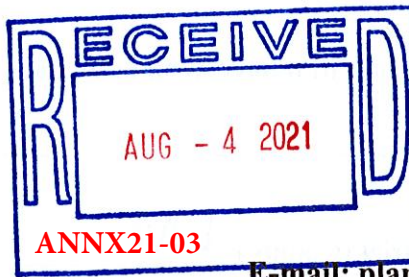
Public Hearing Schedule:

DRC: September 29, 2021
City Council 1st Reading: November 16, 2021
City Council 2nd Reading/Adoption: December 7, 2021





**CITY OF
MOUNT
DORA**



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

VOLUNTARY ANNEXATION APPLICATION

Date : July 20, 2021

1. Applicant's Name: Jimmy D. Crawford, Esq.
 Company's Name: Crawford, Modica, & Holt, Chartered Attorneys at Law
 Address: 702 W Montrose Street
 City, State & Zip: Clermont, FL 34711
 Phone: 352-432-8644 E-mail: jcrawford@cmhlawyers.com
2. Owner's Name: Christopher J Berens, Manager
 Company's Name: FRB Properties, LLLP
 Address: 6779 Round Lake Road
 City, State & Zip: Mount Dora, FL 32757
 Phone: _____ E-mail: _____
3. The property generally located (list adjacent streets): Southeast corner of
US Hwy 441 and Robie Ave.
4. The address(s) of the property: Vacant
5. Alt Key(s): 1124794
6. Size of property in Acres: 1.77+/- Square Feet: _____
7. Does property have, or will it have City Water and Sewer?
Development will connect to public utilities.

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

No

9. Current Zoning District (County): **LM**

10. Future Land Use Category (County): **Regional Office**

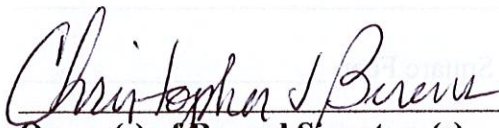
11. Requested Zoning District (City): **C-3**

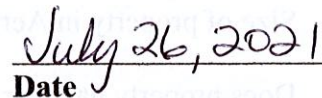
12. Requested Future Land Use Category (City): **Commercial**

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

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)


Date

OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF

BEFORE ME, the undersigned authority personally appeared Christopher J Berens as Manager of FRB Properties, LLLP, who being by me first duly sworn on oath, deposes and says:

1. That he is the fee-simple owner or corporate officer of the ownership entity of the property legally described and attached to this application.
2. That he desires a Future Land Use Map Amendment Small Scale (10 acres or less) Application to accomplish the above desired request, as stated on Page One of this Application.
3. That he desires a Voluntary Annexation Application to accomplish the above desired request, as stated on Page Seven of this Application.
4. That he desires a Rezoning Application to accomplish the above desired request, as stated on Page of this Eleven Application.
5. That he has appointed Jimmy D. Crawford, Esq. to act as Agent in their behalf to accomplish the above.
6. Permission is granted for staff to conduct a site visit for purposes of review of this Future Land Use Map Amendment Small Scale (10 acres or less) plan, Voluntary Annexation plan, or Rezoning plan.

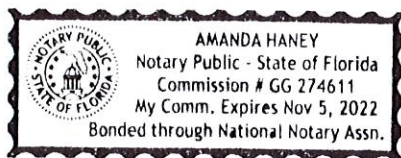


(Owner's Signature)

STATE OF FLORIDA

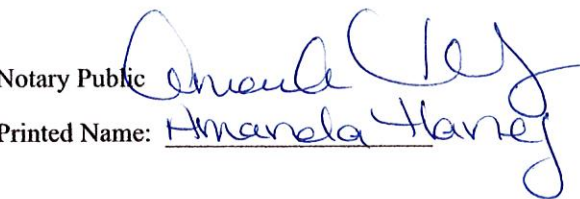
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of July, 2021, by Christopher J Berens, as Manager of FRB Properties, LLLP, who is personally known to me or has produced FLDL as identification and who did (did not) take an oath.



Notary Public

Printed Name:



My Commission Expires:

NOV 5, 2022

[NOTARY SEAL]



**STATEMENT IN SUPPORT
FRB PROPERTIES, LLLP
ANNEXATION, LAND USE PLAN AMENDMENT, AND REZONING**

Jimmy Crawford, Esq. (“Applicant”) on behalf of FRB Properties, LLLP (“Owner”) is requesting to annex approximately ± 1.77 acres located on the southeast corner of US Highway 441 and Robie Avenue (“Property”). The Applicant has submitted concurrent applications for a land use plan amendment from County Regional Office to City Commercial and rezoning from County Light Manufacturing (LM) to City Highway Commercial (C-3).

The Property is currently vacant, with a proposed use of a $\pm 10,000$ sq. ft. retail, convenience store (“Proposed Use”), which is a permitted use in the County’s designated Regional Office land use and Light Manufacturing (LM) zoning categories. The Property is adjacent to city limits on its west boundary and within the City’s Joint Planning Area with Lake County (“JPA”). The Applicant believes annexation into the City will allow for a more predictable and streamlined development process for the proposed uses and would be economically beneficial to the Owner. Further, water and sewer are being provided by the City.

The Applicant is requesting a Future Land Use amendment to the City’s Commercial category. The request is in accordance with the City’s Comprehensive Plan Policy 4.g.(6) that reserves the Commercial land use category for retail business; Policy 4.g.(6) that limits commercial uses to limited areas, including along US Hwy 441; Policy 11.a. that states the City shall allow high intensity uses along US Highway 441; and Policy 12.g. that states the City should encourage expansion of commercial uses to the US Highway corridor. The Property is in proximity to land designated with the City’s Commercial and Industrial land use categories. The Property will also be required to meet all City design and architectural standards, which the County does not have.

All applicable levels of service are within acceptable levels and will not be adversely impacted. Furthermore, the requested amendment will not fiscally burden city services, in fact, the Applicant believes the taxes and impact fees to be paid will offset or exceed any fiscal burden.

The Property does not contain any wetlands or protected upland communities. Prior to site plan issuance, the applicant will supply an Environmental Assessment of the property to ensure there are no negative impacts on natural resources. The Applicant has no reason to believe there are any historical or cultural resources on the site. If any are discovered through the development process, all local, state and federal laws and regulations regarding such shall be complied with.

PROPERTY RECORD CARD

General Information

Name:	FRB PROPERTIES LLLP	Alternate Key:	1124794
Mailing Address:	6779 ROUND LAKE RD MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	33-19-27-0003-000-02600
		Millage Group and City:	0002 (UNINCORPORATED)
		2020 Total Certified Millage Rate:	14.7312
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	ROBIE AVE MOUNT DORA FL 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	N 1/2 OF NW 1/4 OF SW 1/4 OF SW 1/4 E OF HWY ORB 3610 PG 2257		

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 COMMERCIAL (1000)	0	0		73750	SF	\$0.00	\$137,913.00

[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
3610 / 2257	4/4/2008	Warranty Deed	Multi-Parcel	Vacant	\$100.00
2531 / 2119	2/16/2004	Warranty Deed	Multi-Parcel	Vacant	\$1.00
1084 / 2139	11/1/1990	Quit Claim Deed	Unqualified	Vacant	\$0.00
812 / 1397	6/1/1984	Warranty Deed	Qualified	Vacant	\$40,000.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2021 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification).

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	\$137,913	\$137,913	\$137,913	5.03270	\$694.07

LAKE COUNTY MSTU AMBULANCE	\$137,913	\$137,913	\$137,913	0.46290	\$63.84
LAKE COUNTY MSTU FIRE	\$137,913	\$137,913	\$137,913	0.47040	\$64.87
SCHOOL BOARD STATE	\$137,913	\$137,913	\$137,913	3.70100	\$510.42
SCHOOL BOARD LOCAL	\$137,913	\$137,913	\$137,913	2.99800	\$413.46
LAKE COUNTY MSTU STORMWATER	\$137,913	\$137,913	\$137,913	0.49570	\$68.36
ST JOHNS RIVER FL WATER MGMT DIST	\$137,913	\$137,913	\$137,913	0.22870	\$31.54
LAKE COUNTY VOTED DEBT SERVICE	\$137,913	\$137,913	\$137,913	0.11000	\$15.17
LAKE COUNTY WATER AUTHORITY	\$137,913	\$137,913	\$137,913	0.33680	\$46.45
NORTH LAKE HOSPITAL DIST	\$137,913	\$137,913	\$137,913	0.89500	\$123.43
				Total:	Total:
				14.7312	\$2,031.61

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 \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	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

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

NOTE: Should a determination be made that a property no longer meets the criteria for a bona fide agricultural purpose, a formal denial will be mailed on or before July 1 of the applicable tax year.

Assessment Reduction Savings ⓘ

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

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 last updated on July 18, 2021.

Site Notice



PREPARED BY and RETURN TO:
WILLIAM H. CAUTHEN, ESQ.
CAUTHEN & FELDMAN, P.A.
215 North Joanna Avenue
Tavares, FL 32778-3200

CFN 2008044334
Bk 03610 Pgs 2257 - 2258; (2pgs)
DATE: 04/11/2008 03:51:57 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50
DEED DOC 0.70

Parcel ID No. 3319270003-000-02600 et al.

This document was prepared on information furnished by Grantor. No examination of title was requested by Grantee and no title examination has been made on the subject property.

WARRANTY DEED

THIS WARRANTY DEED is made the 4th day of April, 2008,

BY: PATRICIA L. BERENS, TRUSTEE OF THE PATRICIA L. BERENS FAMILY TRUST DATED APRIL 18, 1990, as amended and restated on JUNE 24, 2004, whose address is 6779 Round Lake Road, Mount Dora, FL 32757, ("Grantor"),

TO: FRB PROPERTIES, LLLP, whose address is 6779 Round Lake Road, Mount Dora, FL 32757, ("Grantee");

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

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Lake County, Florida, viz:

See attached Schedule "A" incorporated herein.

Subject to easements, restrictions, reservations and mortgages of record, if any, but not to reimpose any void or lapsed restrictions or easements.

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 Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that 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, 2007.

Neither the Grantor nor anyone dependent upon said Grantor resides on the above described property, and the same does not constitute the Grantor's homestead as defined by the constitution or the laws of the State of Florida.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed in the Presence of

Print or Type Name Marylee A. Bitner

Print or Type Name William H. Cauthen

Patricia L. Berens
PATRICIA L. BERENS, TRUSTEE OF THE PATRICIA L. BERENS FAMILY TRUST DATED APRIL 18, 1990, as amended and restated on JUNE 24, 2004

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 4th day of April, 2008, by PATRICIA L. BERENS, TRUSTEE OF THE PATRICIA L. BERENS FAMILY TRUST DATED APRIL 18, 1990, as amended and restated on JUNE 24, 2004, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
William H. Cauthen
Commission # DD718354
Expires: DEC. 01, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

William H. Cauthen
Print or Type Name William H. Cauthen
Notary Public
My Commission Expires:

SCHEDULE "A"

PARCEL NO. 1:

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 19 South, Range 27 East, in Lake County, Florida, less and except that part thereof lying within the right of way of State Road 500 as conveyed to the State of Florida, by deed recorded in Official Record Book 100, page 233, Public Records of Lake County, Florida, and less and except the following described tract: Begin at the Southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 33 and run North 132 feet; thence East to the Westerly line of said right of way; thence South along the Westerly line of said right of way to the South line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 33; thence West along said South line to the point of beginning.

PARCEL NO. 2:

The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 19 South, Range 27 East, in Lake County, Florida, less and except that part thereof lying within the right of way of State Road 500 as conveyed to the State of Florida, by deed recorded in Official Record Book 112, page 142, Public Records of Lake County, Florida.
Parcel Nos. 3319270003-000-02600 and 3319270003-000-02601

PARCEL NO. 3:

Lot 21 in Southridge Industrial Centre, a subdivision in the City of Tavares, Florida according to the plat thereof recorded in Plat Book 29, Page 59 Public records of Lake County. Parcel No. 08-20-26050500002100

PARCEL NO. 4:

That part of Lots 4, 19 and 20 in Lake Saunders Subdivision, according to the plat thereof recorded in Plat Book 4, page 30, Public Records of Lake County, Florida; that part of Lots 19 and 36 in Hallen's Subdivision, according to the plat thereof recorded in Plat Book 6, page 20, Public Records of Lake County, Florida; and that part of Lantana Street, also known as Latania Street, now vacated, as shown upon said plat; all in Lake County, Florida – bounded and described as follows: Begin at the intersection of the Southerly line of the right of way of State Road No. 19 (500) with a line that is 156.58 feet West of and parallel with (when measured at right angles thereto) the East line of the Northeast $\frac{1}{4}$ of Section 22, Township 19 South, Range 26 East, Lake County, Florida; from said point of beginning run South parallel with the East line of the Northeast $\frac{1}{4}$ of said Section 22 a distance of 368.59 feet to the Northerly line of the right of way of Old State Road S-19-A (Old Tavares-Eustis Road); thence South 68° 55' West along the Northerly line of said right of way 51.94 feet to the Westerly line of Lot 19 in said Lake Saunders Subdivision; thence North 23° 30' 54" West along said Westerly line 201.21 feet to the most Westerly corner of Lot 19 in said Lake Saunders Subdivision; thence south 68° 55' West along the Southerly line of Lot 19 in said Hallen's Subdivision 17.7 feet to the most Southerly corner of said Lot 19; thence North 09° 39' 26" West along the Westerly line of Lot 19 in said Hallen's Subdivision 28.27 feet to a line that is 306.58 feet West of and parallel with (when measured at right angles thereto) the East line of the Northeast $\frac{1}{4}$ of said Section 22; thence North parallel with the East line of the Northeast $\frac{1}{4}$ of said Section 22 a distance of 150.8 feet to the Southerly line of the right of way of State Road No. 19 (500); thence Northeasterly along the Southerly line of said right of way 153.08 feet to the point of beginning.
Parcel Nos. 22-19-26-030000001900 and 22-19-26-040000000403

PARCEL NO. 5:

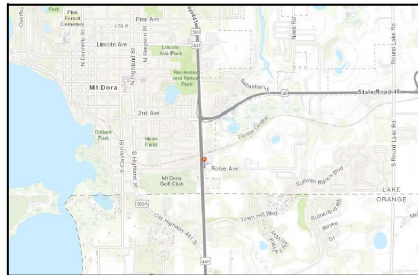
Tract 1 of Replat of Pasadena Park in Section 22, Township 19S., Range 26E., as recorded in Plat Book 11, Page 69, Public Records of Lake County, Florida, less the East 408.0 ft., also less the West 825.0 ft.
Parcel No. 22-19-26-0700-001-00008

ALTA / As-built
Survey

= BENCHMARK

= TOPOGRAPHIC ELEVATIONS

-Site Benchmark Information-

Iron Rod in Right-of-Way
Elevation: 78.04'Iron Rod in Right-of-Way
Elevation=78.70'-Benchmark Information-
GPS L-NET DATUMBased on GPS Observations
(Elevations are based upon NAVD 88 Datum)1" = 60'
GRAPHIC SCALE
0 30 60VICINITY MAP
NOT TO SCALEUS HIGHWAY 441
VARIABLE WIDTH RIGHT-OF-WAY
ASPHALT ROADWAY

SURVEY LINE OR 112 PG 142

ROBIE AVENUE

VARIABLE WIDTH RIGHT-OF-WAY
ASPHALT ROADWAYUNPLATTED
PARCEL ID # 33-19-27-0003-000-04100PART OF THE NE 1/4 OF
THE NW 1/4 OF
THE SW 1/4 OF
SECTION 33, T19S, R27E
PARCEL ID # 33-19-27-0003-000-02600N89°47'24"W 252.58'(C)
UNPLATTED
PARCEL ID # 33-19-27-0003-000-03300UNPLATTED
PARCEL ID # 33-19-27-0003-000-04100

UTILITY LEGEND

WATER LINE	---
BURIED CABLE	---
SEWER LINE	---

TITLE INFORMATION

ISSUED BY: FIRST AMERICAN TITLE INSURANCE COMPANY
AGENT: GRS TITLE SERVICES, LLC
ISSUING OFFICE:
FILE NO.: 586805-F-FL-CP-GRS
EFFECTIVE DATE: JULY 27, 2021 @ 12:00AM

SCHEDULE B - SECTION II

EXCEPTIONS:

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
NOT APPLICABLE TO THE SURVEY.
- Any rights or claims of parties in possession not shown by the public records.
NOT APPLICABLE TO THE SURVEY.
- Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the land.
NOT APPLICABLE TO THE SURVEY.
- Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records
NOT APPLICABLE TO THE SURVEY.
- Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
NOT APPLICABLE TO THE SURVEY.
- Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
NOT APPLICABLE TO THE SURVEY.
- Any minerals or mineral rights leased, granted or retained by current or prior owners.
NOT APPLICABLE TO THE SURVEY.
- Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
- Rights of others in and to the use of that portion of the land located within any roadway.
NOT APPLICABLE TO THE SURVEY.

ADDRESS

ROBIE AVENUE
MOUNT DORA, FLORIDA 32757

LEGAL DESCRIPTION: (AS FURNISHED)

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART THEREOF LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 500 AS CONVEYED TO THE STATE OF FLORIDA, BY DEED RECORDED IN OFFICIAL RECORD BOOK 112, PAGE 142, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON W. LINE OF NE 1/4 OF SW 1/4 OF SW 1/4 OF SW 1/4 SEC 33 T 19S, R27E, BEING N 00°00'00" E, ASSUMED

SURVEYOR'S NOTE: FOUND MONUMENTED R/W LINES SHOWN AS PROPERTY BOUNDARY LINES; EAST BOUNDARY LINE SHOWN PER SURVEY MARKER FOUND ON SOUTH SIDE OF ROBIE AVENUE. ACTUAL ROAD RIGHT OF WAY LINES, SECTION CORNER LINES OR ADJACENT PROPERTY BOUNDARIES NOT SURVEYED

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE OF FIELD WORK: 09/12/21
DATE SIGNED: 09/20/21

SURVEYOR'S NAME: BILL H. HYATT LS4636

DEAL LAND SURVEYING, LLC LB 8121

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE
AND AUTHENTICATED ELECTRONIC SEAL

DATE	REVISION	DATE	REVISION

CERTIFIED TO: (AS FURNISHED)

DOLLAR TREE STORES, INC.
CDA HOLDINGS, LLC
GRS TITLE SERVICES, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
CRENSHAW, WARE & MARTIN, PLC

LIST OF POSSIBLE ENCROACHMENTS:
NONE VISIBLE



FOR ALL INQUIRIES CONTACT:
Deal Land Surveying, LLC
804 S French Avenue
Sanford, FL 32771
407-878-3796
INFO@deallandsurveying.com

NOTES

- Abutting properties have not been researched for gaps, overlaps, and/or hiatus
- In compliance with F.A.C. 61G17-6.0031-4-E, if location of easements or rights-of-way of record, other than those on recorded plats, is required, this information must be furnished to the surveyor and mapper
- Fence ownership is not determined
- No underground improvements or structures were located by this survey, unless otherwise noted
- This survey should not be used for construction purposes
- Any septic tank or drainfield locations (if found) are approximate
- Property lines and/or improvements shown were physically located by field survey
- Monuments found or set are shown
- Calculated lines and information are noted by (C)
- Computations of lines and/or data not found are shown as (C)
- Accuracies obtained in this survey are greater than (rural) 1" in 5000', (suburban) 1" in 7500', (commercial) 1" in 10,000'
- Prior to survey, information obtained was legal description provided by client or from publicly published county tax collector site, recorded plats and/or section corner records, if applicable
- If only a digital survey copy is required, a survey report will be placed in file. The digital survey is not full and complete without the survey report file.

THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.

DLS #: 21-08-0088

CLIENT #:

FIELD DATE: 09/12/21

DRAFTER: DDM

APPROVED: BHH

SCALE: 1" = 60'

FLOOD ZONE INFORMATION
(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE X, AREA OUTSIDE OF THE 100 YEAR FLOODPLAIN, PER F.I.R.M. PANEL NUMBER 12069C 0390E
LAST REVISION DATE 12/18/12

LEGEND

A/C	- Air Conditioner	P	- Plat
C	- Calculated	PB	- Plat Book
CB	- Centerline	PC	- Point of Curvature
CM	- Concrete Block	PI	- Point of Intersection
CONC	- Concrete	POB	- Point of Beginning
COV	- Covered	POC	- Point of Commencement
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRC	- Point of Reverse Curvature
DUE	- Drainage & Utility Esmt	PRM	- Permanent Reference Monument
D/W	- Driveway	R	- Radius
ESMT	- Easement	RAD	- Radial
FFE	- Finished Floor Elevation	R&C	- Rebar & Cap
FND	- Found	RFD	- Roofed
IP	- Iron Pipe	UE	- Utility Easement
L	- Length (Arc)	WM	- Water Meter
M	- Measured	Δ	- Delta (Central Angle)
N&D	- Nail & Disk	-	- Wood/PVC Fence
NR	- Non-Radial	-	- Chain Link Fence
OHU	- Overhead Utility Line	-	- Wood Power Pole
ORB	- Official Records Book	PP	- Well

COUNTY ROAD (4-3880)

N. LINE OF S.W. 1/4 OF S.W. 1/4

Scale: 1" = 50'

U.S. HIGHWAY 441

W. LINE N.E. 1/4 OF N.W. 1/4 OF S.W. 1/4

N 0°49'29"E 10.00'

40'

SET I.P. 30'

30'

S 89°10'31"E

179.73'

SET I.P.

SET I.P.

S 89°10'31"E

78.80'

120'

N 01°03'50"W

292.15'

1.75 ac.

302.90'

S 0°42'53"W

E. LINE OF N.W. 1/4 OF S.W. 1/4 OF S.W. 1/4

249.48'

N 88°58'00"W

S. LINE OF N.E. 1/4 OF N.W. 1/4 OF S.W. 1/4 OF S.W. 1/4

FND. C.M.

FND. C.M.

120'

120'

ATTACHMENT #1

Notes: Reproductions of this sketch are not valid unless embossed with the surveyor's seal and certification is limited to person or persons named hereon.

There are no easements or encroachments visible on the ground other than shown hereon. Bearings based on North line of Southwest 1/4 of Southwest 1/4 S.89°10'31"E.

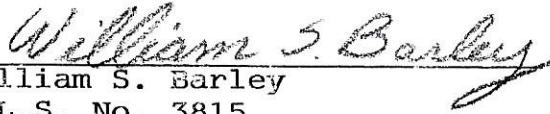
BOUNDARY SURVEY

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 33, Township 19S., Range 27 E., in Lake County, Florida, less and except that part thereof lying within the right-of-way of State Road 500 as conveyed to the State of Florida by deed recorded in Official Record Book 112, Page 142, Public Records of Lake County, Florida; also less right-of-way for County Road.

Subject to all easements, rights-of-way and restrictions of record.

"I HEREBY CERTIFY THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA ADMINISTRATIVE CODE RULE 21HH-6."
HALL-FARNER & ASSOC., INC.
2007 Butler St., Leesburg, FL

FOR: Francis Berens
J.O.: 4247
DATE: August 13, 1986


William S. Barley
R.L.S. No. 3815
State of Florida

Drawn J.W.M.

32-19-27

ORDINANCE NO: 2021-20

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF US HIGHWAY 441 AND ROBIE AVENUE; 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 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, FRB Properties LLLP (Property Owner) are the fee simple owners of that property generally located at the Southeast corner of US Highway 441 and Robie Avenue 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; 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 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 at the Southeast corner of US Highway 441 and Robie Avenue, in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 19S., Range 27 E., in Lake County, Florida, less and except that part thereof lying within the right-of-way of State Road 500 as conveyed to the State of Florida by deed recorded in Official Record Book 112, Page 142, Public Records of Lake County, Florida; also less right-of-way for County Road.

All the Above Containing 1.77 Acres, More or Less.

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

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

The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 33, Township 19S., Range 27 E., in Lake County, Florida, less and except that part thereof lying within the right-of-way of State Road 500 as conveyed to the State of Florida by deed recorded in Official Record Book 112, Page 142, Public Records of Lake County, Florida; also less right-of-way for County Road.

All the Above Containing 1.77 Acres, More or Less.

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

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

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

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

PASSED AND ADOPTED this day of 2021.

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

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Property Depiction

N

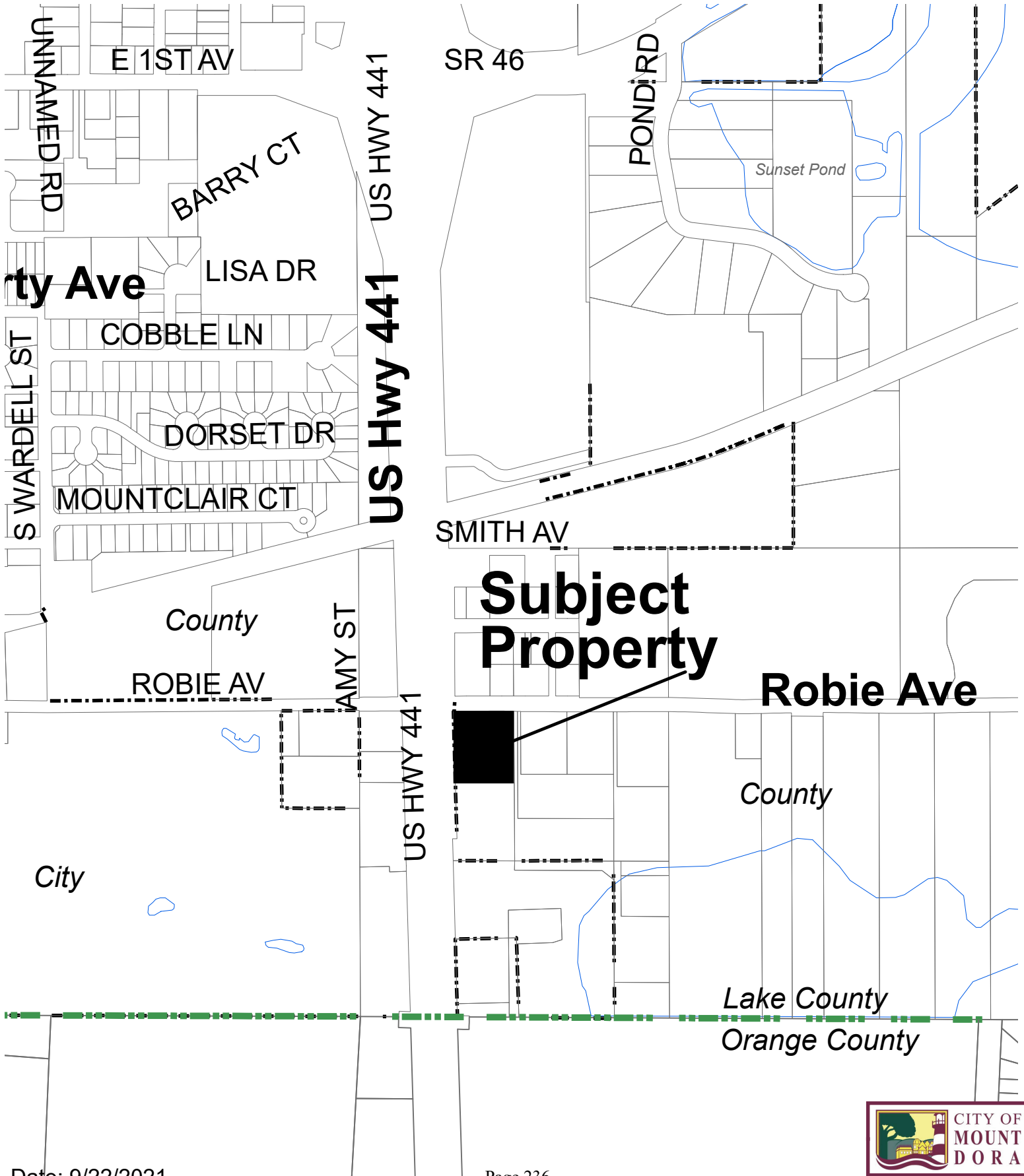
Legend

-  City Limits
-  JPA
-  Subject Property

**VICINITY MAP
FRB Properties, LLLP
Annexation**



N.T.S.





CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Approval of Single Reading (Final) Ordinance No. 2021-21, Small-Scale Future Land Use Map Amendment for FRB Properties, LLLP

Introduction:

This is a request for the City Council to approve the single reading and adoption of Ordinance No. 2021-21.

Call Up Item

Mayor Asks Attorney to Read Ordinance by Title Only

City Manager Background

Applicant Presentation

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

Rebuttal by Applicant

Discussion

Council Action

Discussion:

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

Further descriptions and the land use report are contained in Attachment #1 (PZC/LPA Staff Report). The advertisements for the adoption hearing are provided in Attachment #2. The applicant is requesting an amendment to the City's Future Land Use Map. The proposed amendment will change approximately 1.77 acres from the County Regional Office to City Commercial. The proposal is for future development of a retail store. The proposed Commercial Future Land Use designation allows for commercial developments including retail.

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

Florida Statutes. Annexation Ordinance No, 2021-20 is being processed in concert and includes additional land for annexation to be included in the overall project.

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

The Planning and Zoning Commission (PZC), acting as the Local Planning Agency, at their regularly scheduled meeting held on October 20, 2021, recommended approval (vote 7-0) of the Small-Scale Future Land Use Map Amendment from the County Regional Office to City Commercial land use designation.

The Development Review Committee (DRC) on September 29, 2021, reviewed and recommended approval of the Small-Scale Future Land Use Map Amendment from the County Regional Office to City Commercial land use designation.

Budget Impact:

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

Strategic Impact:

Future Land Use Map amendments which address density and/or intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities. GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation City Council adopt under single reading Ordinance No. 2021-21 for the Small-Scale Future Land Use Map Amendment.

Attachment(s):

1. Attachment 1 PZC FLUM Memo10-20-2021 (ADA)
2. Attachment 2 Legal Ad Publications (ADA)
3. Ordinance 2021-21 FRB Properties FLUM.SGS
4. Exhibit A FLUM FRB Properties

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 11/9/2021
Approved - 11/10/2021
Approved - 11/10/2021
Final Approval - 11/10/2021



**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: October 20, 2021

TO: Planning and Zoning Commission (Local Planning Agency)

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

RE: Request for Future Land Use Map Amendment (Small-Scale) from County Regional Office to City Commercial; 1.77+/- (Site Area); located on the southeast corner of US Highway 441 and Robie Avenue (Location); 21761 US HWY 441 (Site Address); FRB Properties, LLLP (Owners); Crawford, Modica, & Holt, Chartered Attorneys at Law (Applicant); Project No. FLUM21-03SM.

Recommendation:

Staff recommends approval of the above-referenced request for the Small-Scale Future Land Use Map Amendment and forward same consideration to the City Council. Approval subject to annexation.

References/Support:

City of Mount Dora Comprehensive Plan 2045
City of Mount Dora Land Development Code
Chapter 163 Florida Statutes
House Bill 487 (7-1-2021) – Small-Scale Amendments

Background/Information:

The applicant is requesting an amendment to the City's Future Land Use Map. The proposed amendment will change approximately 1.77 acres from County Regional Office to City Commercial. The proposal is for future development of a retail store. The proposed Commercial Future Land Use designation allows for a commercial developments including retail.

EXISTING FLU	PROPOSED FLUM	SITE AREA	MAXIMUM INTENSITY ALLOWED
County Regional Office	City Commercial	1.77 Acres	26,985 square feet

*Intensity based on usable land area (less floodplain and wetland areas).

Development Summary - Maximums Intensity:

- o From: County Regional Office Maximum Square Footage (FAR 3.0 x 1.77 acres): 231,303 sf
- o To: City Commercial Maximum Square Footage (FAR 0.35 x 1.77 acres): 26,985 sf
- o Change (difference from County Regional Office to City Commercial): 204,318 sf less square footage allowed.

*Future Land Use Element Policy 4.g(6): **Commercial:*** This category is limited to retail businesses. The City desires to maintain its traditional downtown setting, within the downtown and areas along Highland Street, 5th Avenue, Donnelly Street and Old U.S. 441. Residential uses are permitted in RP, C-1, C-2, and C-2A zoning districts in association with commercial uses at a maximum density of 12 units per acre. With the exception of the downtown commercial area, all other commercial uses are limited to nodes along intersections of arterial and non-residential collectors, and along U.S. Hwy 441/S.R. 19A or in planned commercial centers. Educational facilities shall not be allowed in this district. Impervious surface ratio is 0.65 and floor area ratio is 0.35 based on the C-3 zoning district.

Land Use Report:

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Urban Low	R-1/R-7	SFRs
South	County	Regional Office	LM	Auto Repair & Sales
East	County	Regional Office	LM/R-1	SFRs
West	City	Industrial	WP-1	Auto Repair & Sales/Thrift Shop

Request Type: Small-Scale Future Land Use Map Amendment

Owners: FRB Properties, LLLP – Christopher J. Berens

Applicants: Crawford, Modica, and Holt, Chartered Attorneys at Law
Jimmy D. Crawford, Esq.

Existing Use: Vacant Land

Proposed Use: Commercial Retail

Future Land Use: City Commercial

Proposed

Future Land Use: County Regional Office

Current Zoning: County Light Industrial (LM)

Proposed Zoning: City Highway Commercial (C-3)

JPA: Yes, City of Mount Dora and Lake County Joint Planning Agreement

Overlay Zones/Areas: None

Critical State Concern: No

Site Area: 1.77 +/- acres

Housing: The proposed Future Land Use change to Commercial with a Highway Commercial (C-3) zoning will not negatively impact the projected housing population of City's Comprehensive Plan. The proposed change does not increase the amount of dwelling units allowed. Proposed non-residential designation.

Traffic: TIA (Based on the C-3 rezoning of a retail store intensity): The proposed commercial development will result in 253 daily trips and 27 P.M. peak hour trips of additional traffic on the surrounding transportation network. The surrounding roadway network has sufficient capacity to accommodate background growth and project traffic in the future condition.

Wastewater: *Infrastructure Element Policy 1.d:* Average Daily Flow: Flow requirements from commercial, industrial, institutional, or other special development areas shall be established from existing records or by estimated projections using the best available data; however, in no case shall a rate of less than 2,000 gallons per acre per day be used, unless specifically approved otherwise. The proposed change will not negatively impact current capacity and will reduce capacity needs for the site as the current FAR is 3.0 as opposed to the proposed FAR of 0.35.

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.

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:	An Environmental Assessment report will be optional prior to site plan approval. Base on aerial photos the site appear to be heavily wooded; a tree removal and replacement plan along with a mitigation plan will be required at time of site plan approval. <i>[11-16-2021 Staff Note: Revised to reflect LDC requirements]</i>
Wetlands/ Environmental:	The survey provided did not provide any wetland delineation and Lake County GIS shows no indication of wetland or flood zone on the property.

Note: Data analysis support documents on-file with the project application.

Notification:

JPA Notice to Lake County: September 17, 2021
JPA Notice to Orange County: September 17, 2021
Legal Ad for PZC: October 8, 2021
Notice to Lake County BCC [Ch. 171.044(3) F.S]: November 8, 2021
Ordinance Enactment Legal Ad: November 5, 2021
Non-Legal Ad: November 5, 2021

Public Hearing Schedule:

DRC: September 29, 2021
PZC: October 20, 2021
City Council: November 16, 2021

Attachments:

Vicinity Map
FLUM Area Map
Proposed Future Land Use Map
Application

ATTACHMENT #1

21761 US Highway 441

Vicinity Map

Legend

 21761 US Hwy 441

DORSET DR

Jammy P Snell Drive

N



SMITH AV

NORTH ROBIE AV

ROBIE AV

US HWY 441



0 170 340 680 Feet

N

Legend

-  City Limits
-  JPA
-  Subject Property

FRB Properties, LLLP Future Land Use Area Map



N.T.S.

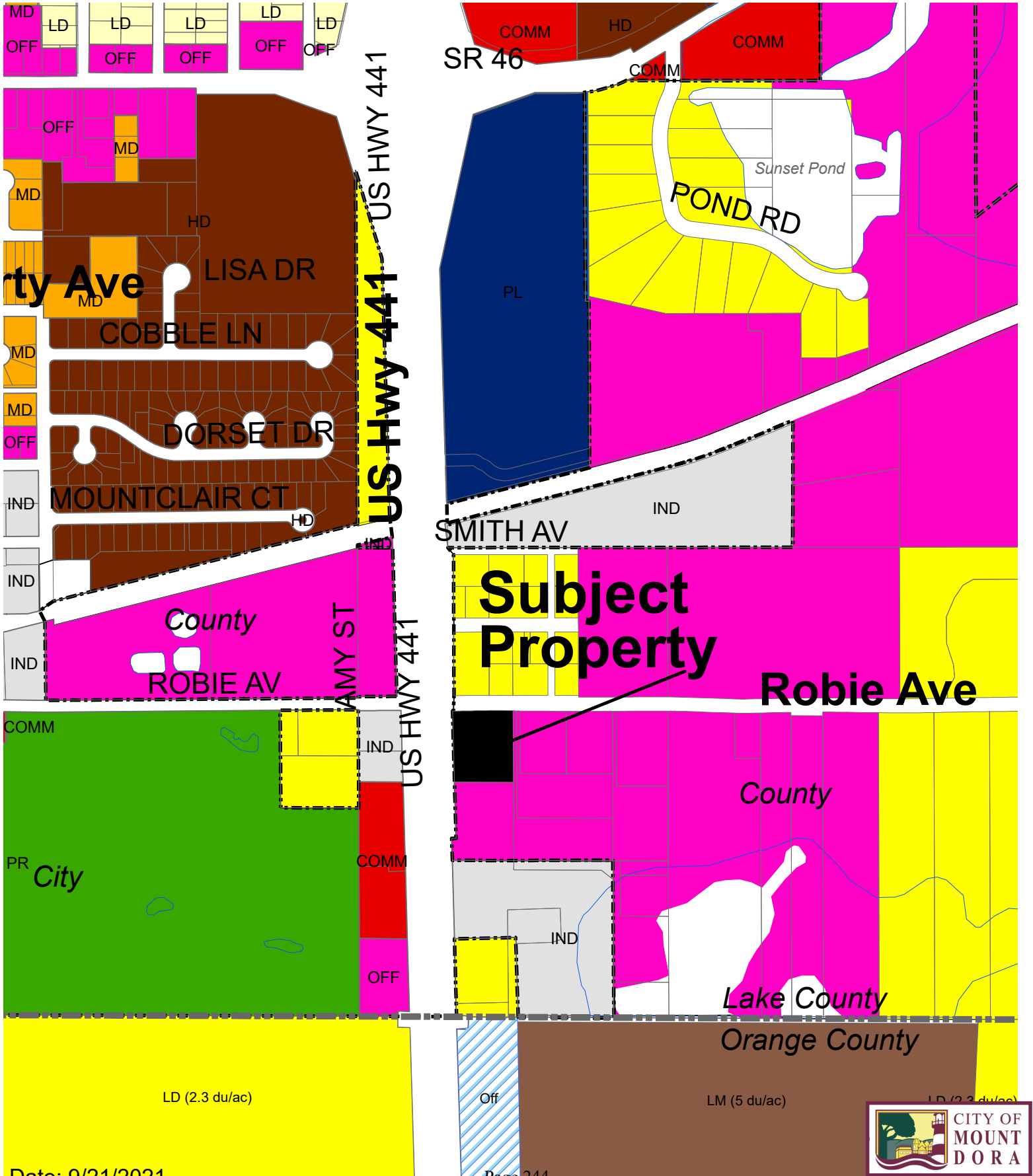


Exhibit "A"
Ordinance No. 2021-21

N



 City Limits
 JPA
 Rail Road



Subject **Property** **Robie**

Page 245



**CITY OF
MOUNT
DORA**



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

**FUTURE LAND USE MAP AMENDMENT
SMALL-SCALE (10 ACRES OR LESS)
APPLICATION**

Date : July 20, 2021 Project Name: _____

1. Applicant's Name: Jimmy D. Crawford, Esq.
 Company's Name: Crawford, Modica, & Holt, Chartered Attorneys at Law
 Address: 702 W Montrose Street
 City, State & Zip: Clermont, FL 34711
 Phone: 352-432-8644 E-mail: jcrawford@cmhlawyers.com

2. Owner's Name: Christopher J Berens, Manager
 Company's Name: FRB Properties, LLLP
 Address: 6779 Round Lake Road
 City, State & Zip: Mount Dora, FL 32757
 Phone: _____ E-mail: _____

3. The property generally located and list adjacent streets: Southeast corner of
US Hwy 441 and Robie Ave.

4. The address(s) of the property: vacant

5. Size of property in Acres: 1.77+/- Square Feet: _____

6. Current Zoning District: County LM

7. Requested Zoning District: C-3
 (Separate application required for change in zoning district)

8. Future Land Use Category : County Regional Office

9. Requested Future Land Use Category: Commercial

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

vacant

11. Building Size Existing: **N/A** Proposed: **10,000+/- sq.ft.**

12. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Urban low	R-7	SFH
South	County	Reg. off.	Lm	Auto Repair & Sales
East	County	Reg. off.	Lm/R-1	SFH
West	City			Hwy 441

(districts/categories may be abbreviated)

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

N/A

14. Proposed use of property: **Please find the attached support of justification.**

15. List the specific Comprehensive Plan Policy that allows proposed use: _____

Please find the attached support of justification.

16. State the reason for this request: _____

Please find the attached support of justification.

17. Describe changed condition justifying the amendment: _____

Please find the attached support of justification.

18. Describe whether and how the proposed amendment is consistent with the City of Mount Dora's Comprehensive Plan: _____

Please find the attached support of justification.

19. Describe the extent to which the proposed amendment is compatible with existing land uses: _____

Please find the attached support of justification.

20. Describe the extent to which the proposed amendment affects the capacities of public facilities and services: Please find the attached support of justification.
21. Describe the extent of environmental impacts on the resources of proposed amendment: Please find the attached support of justification.
22. Describe the extent to which the proposed amendment will result in an orderly and logical development pattern:
- Please find the attached support of justification.

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, CHRISTOPHER BERENS, 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.

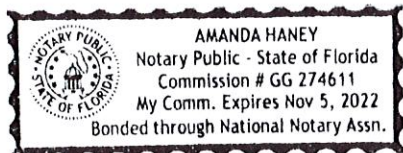
Christopher Berens
Signature of Applicant

CHRISTOPHER BERENS
Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 26th day of July 2021 by Christopher Berens who is personally known to me or who has produced FLDL as identification and who did or did not X take an oath.

SEAL:



Amanda Haney
Notary Public

Amanda Haney
Print or Type Name



**STATEMENT IN SUPPORT
FRB PROPERTIES, LLLP
ANNEXATION, LAND USE PLAN AMENDMENT, AND REZONING**

Jimmy Crawford, Esq. (“Applicant”) on behalf of FRB Properties, LLLP (“Owner”) is requesting to annex approximately ± 1.77 acres located on the southeast corner of US Highway 441 and Robie Avenue (“Property”). The Applicant has submitted concurrent applications for a land use plan amendment from County Regional Office to City Commercial and rezoning from County Light Manufacturing (LM) to City Highway Commercial (C-3).

The Property is currently vacant, with a proposed use of a $\pm 10,000$ sq. ft. retail, convenience store (“Proposed Use”), which is a permitted use in the County’s designated Regional Office land use and Light Manufacturing (LM) zoning categories. The Property is adjacent to city limits on its west boundary and within the City’s Joint Planning Area with Lake County (“JPA”). The Applicant believes annexation into the City will allow for a more predictable and streamlined development process for the proposed uses and would be economically beneficial to the Owner. Further, water and sewer are being provided by the City.

The Applicant is requesting a Future Land Use amendment to the City’s Commercial category. The request is in accordance with the City’s Comprehensive Plan Policy 4.g.(6) that reserves the Commercial land use category for retail business; Policy 4.g.(6) that limits commercial uses to limited areas, including along US Hwy 441; Policy 11.a. that states the City shall allow high intensity uses along US Highway 441; and Policy 12.g. that states the City should encourage expansion of commercial uses to the US Highway corridor. The Property is in proximity to land designated with the City’s Commercial and Industrial land use categories. The Property will also be required to meet all City design and architectural standards, which the County does not have.

All applicable levels of service are within acceptable levels and will not be adversely impacted. Furthermore, the requested amendment will not fiscally burden city services, in fact, the Applicant believes the taxes and impact fees to be paid will offset or exceed any fiscal burden.

The Property does not contain any wetlands or protected upland communities. Prior to site plan issuance, the applicant will supply an Environmental Assessment of the property to ensure there are no negative impacts on natural resources. The Applicant has no reason to believe there are any historical or cultural resources on the site. If any are discovered through the development process, all local, state and federal laws and regulations regarding such shall be complied with.

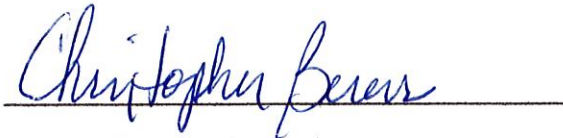
OWNER'S AFFIDAVIT

STATE OF FLORIDA

COUNTY OF

BEFORE ME, the undersigned authority personally appeared Christopher J Berens as Manager of FRB Properties, LLLP, who being by me first duly sworn on oath, deposes and says:

1. That he is the fee-simple owner or corporate officer of the ownership entity of the property legally described and attached to this application.
2. That he desires a Future Land Use Map Amendment Small Scale (10 acres or less) Application to accomplish the above desired request, as stated on Page One of this Application.
3. That he desires a Voluntary Annexation Application to accomplish the above desired request, as stated on Page Seven of this Application.
4. That he desires a Rezoning Application to accomplish the above desired request, as stated on Page of this Eleven Application.
5. That he has appointed Jimmy D. Crawford, Esq. to act as Agent in their behalf to accomplish the above.
6. Permission is granted for staff to conduct a site visit for purposes of review of this Future Land Use Map Amendment Small Scale (10 acres or less) plan, Voluntary Annexation plan, or Rezoning plan.

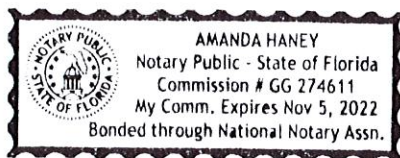


(Owner's Signature)

STATE OF FLORIDA

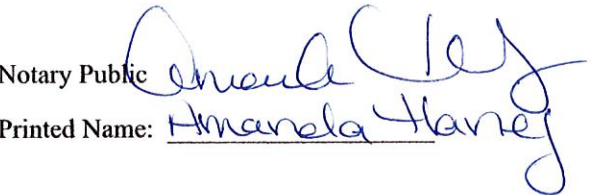
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of July, 2021, by Christopher J Berens, as Manager of FRB Properties, LLLP, who is personally known to me or has produced FLDL as identification and who did (did not) take an oath.



Notary Public

Printed Name:



My Commission Expires:

NOV 5, 2022

[NOTARY SEAL]

PROPERTY RECORD CARD

General Information

Name:	FRB PROPERTIES LLLP	Alternate Key:	1124794
Mailing Address:	6779 ROUND LAKE RD MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number: ⓘ	33-19-27-0003-000-02600
		Millage Group and City:	0002 (UNINCORPORATED)
		2020 Total Certified Millage Rate:	14.7312
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	ROBIE AVE MOUNT DORA FL 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	N 1/2 OF NW 1/4 OF SW 1/4 OF SW 1/4 E OF HWY ORB 3610 PG 2257		

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 COMMERCIAL (1000)	0	0		73750	SF	\$0.00	\$137,913.00

[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
3610 / 2257	4/4/2008	Warranty Deed	Multi-Parcel	Vacant	\$100.00
2531 / 2119	2/16/2004	Warranty Deed	Multi-Parcel	Vacant	\$1.00
1084 / 2139	11/1/1990	Quit Claim Deed	Unqualified	Vacant	\$0.00
812 / 1397	6/1/1984	Warranty Deed	Qualified	Vacant	\$40,000.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2021 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification).

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	\$137,913	\$137,913	\$137,913	5.03270	\$694.07

LAKE COUNTY MSTU AMBULANCE	\$137,913	\$137,913	\$137,913	0.46290	\$63.84
LAKE COUNTY MSTU FIRE	\$137,913	\$137,913	\$137,913	0.47040	\$64.87
SCHOOL BOARD STATE	\$137,913	\$137,913	\$137,913	3.70100	\$510.42
SCHOOL BOARD LOCAL	\$137,913	\$137,913	\$137,913	2.99800	\$413.46
LAKE COUNTY MSTU STORMWATER	\$137,913	\$137,913	\$137,913	0.49570	\$68.36
ST JOHNS RIVER FL WATER MGMT DIST	\$137,913	\$137,913	\$137,913	0.22870	\$31.54
LAKE COUNTY VOTED DEBT SERVICE	\$137,913	\$137,913	\$137,913	0.11000	\$15.17
LAKE COUNTY WATER AUTHORITY	\$137,913	\$137,913	\$137,913	0.33680	\$46.45
NORTH LAKE HOSPITAL DIST	\$137,913	\$137,913	\$137,913	0.89500	\$123.43
				Total:	Total:
				14.7312	\$2,031.61

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 \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	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

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law

NOTE: Should a determination be made that a property no longer meets the criteria for a bona fide agricultural purpose, a formal denial will be mailed on or before July 1 of the applicable tax year.

Assessment Reduction Savings ⓘ

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

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 last updated on July 18, 2021.

Site Notice



PREPARED BY and RETURN TO:
WILLIAM H. CAUTHEN, ESQ.
CAUTHEN & FELDMAN, P.A.
215 North Joanna Avenue
Tavares, FL 32778-3200

CFN 2008044334
Bk 03610 Pgs 2257 - 2258; (2pgs)
DATE: 04/11/2008 03:51:57 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50
DEED DOC 0.70

Parcel ID No. 3319270003-000-02600 et al.

This document was prepared on information furnished by Grantor. No examination of title was requested by Grantee and no title examination has been made on the subject property.

WARRANTY DEED

THIS WARRANTY DEED is made the 4th day of April, 2008,

BY: PATRICIA L. BERENS, TRUSTEE OF THE PATRICIA L. BERENS FAMILY TRUST DATED APRIL 18, 1990, as amended and restated on JUNE 24, 2004, whose address is 6779 Round Lake Road, Mount Dora, FL 32757, ("Grantor"),

TO: FRB PROPERTIES, LLLP, whose address is 6779 Round Lake Road, Mount Dora, FL 32757, ("Grantee");

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

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Lake County, Florida, viz:

See attached Schedule "A" incorporated herein.

Subject to easements, restrictions, reservations and mortgages of record, if any, but not to reimpose any void or lapsed restrictions or easements.

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 Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that 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, 2007.

Neither the Grantor nor anyone dependent upon said Grantor resides on the above described property, and the same does not constitute the Grantor's homestead as defined by the constitution or the laws of the State of Florida.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed in the Presence of

Marylee A. Bitner
Print or Type Name Marylee A. Bitner

William H. Cauthen
Print or Type Name William H. Cauthen

Patricia L. Berens
PATRICIA L. BERENS, TRUSTEE OF THE PATRICIA L. BERENS FAMILY TRUST DATED APRIL 18, 1990, as amended and restated on JUNE 24, 2004

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 4th day of April, 2008, by PATRICIA L. BERENS, TRUSTEE OF THE PATRICIA L. BERENS FAMILY TRUST DATED APRIL 18, 1990, as amended and restated on JUNE 24, 2004, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
William H. Cauthen
Commission # DD718354
Expires: DEC. 01, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

William H. Cauthen
Print or Type Name William H. Cauthen
Notary Public
My Commission Expires:

SCHEDULE "A"

PARCEL NO. 1:

The Northwest ¼ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 33, Township 19 South, Range 27 East, in Lake County, Florida, less and except that part thereof lying within the right of way of State Road 500 as conveyed to the State of Florida, by deed recorded in Official Record Book 100, page 233, Public Records of Lake County, Florida, and less and except the following described tract:

Begin at the Southwest corner of the Northwest ¼ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of said Section 33 and run North 132 feet; thence East to the Westerly line of said right of way; thence South along the Westerly line of said right of way to the South line of the Northwest ¼ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of said Section 33; thence West along said South line to the point of beginning.

PARCEL NO. 2:

The Northeast ¼ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 33, Township 19 South, Range 27 East, in Lake County, Florida, less and except that part thereof lying within the right of way of State Road 500 as conveyed to the State of Florida, by deed recorded in Official Record Book 112, page 142, Public Records of Lake County, Florida.

Parcel Nos. 3319270003-000-02600 and 3319270003-000-02601

PARCEL NO. 3:

Lot 21 in Southridge Industrial Centre, a subdivision in the City of Tavares, Florida according to the plat thereof recorded in Plat Book 29, Page 59 Public records of Lake County. Parcel No. 08-20-26050500002100

PARCEL NO. 4:

That part of Lots 4, 19 and 20 in Lake Saunders Subdivision, according to the plat thereof recorded in Plat Book 4, page 30, Public Records of Lake County, Florida; that part of Lots 19 and 36 in Hallen's Subdivision, according to the plat thereof recorded in Plat Book 6, page 20, Public Records of Lake County, Florida; and that part of Lantana Street, also known as Latania Street, now vacated, as shown upon said plat; all in Lake County, Florida – bounded and described as follows: Begin at the intersection of the Southerly line of the right of way of State Road No. 19 (500) with a line that is 156.58 feet West of and parallel with (when measured at right angles thereto) the East line of the Northeast ¼ of Section 22, Township 19 South, Range 26 East, Lake County, Florida; from said point of beginning run South parallel with the East line of the Northeast ¼ of said Section 22 a distance of 368.59 feet to the Northerly line of the right of way of Old State Road S-19-A (Old Tavares-Eustis Road); thence South 68° 55' West along the Northerly line of said right of way 51.94 feet to the Westerly line of Lot 19 in said Lake Saunders Subdivision; thence North 23° 30' 54" West along said Westerly line 201.21 feet to the most Westerly corner of Lot 19 in said Lake Saunders Subdivision; thence south 68° 55' West along the Southerly line of Lot 19 in said Hallen's Subdivision 17.7 feet to the most Southerly corner of said Lot 19; thence North 09° 39' 26" West along the Westerly line of Lot 19 in said Hallen's Subdivision 28.27 feet to a line that is 306.58 feet West of and parallel with (when measured at right angles thereto) the East line of the Northeast ¼ of said Section 22; thence North parallel with the East line of the Northeast ¼ of said Section 22 a distance of 150.8 feet to the Southerly line of the right of way of State Road No. 19 (500); thence Northeasterly along the Southerly line of said right of way 153.08 feet to the point of beginning.

Parcel Nos. 22-19-26-030000001900 and 22-19-26-040000000403

PARCEL NO. 5:

Tract 1 of Replat of Pasadena Park in Section 22, Township 19S., Range 26E., as recorded in Plat Book 11, Page 69, Public Records of Lake County, Florida, less the East 408.0 ft., also less the West 825.0 ft.

Parcel No. 22-19-26-0700-001-00008

ALTA / As-built
Survey

= BENCHMARK

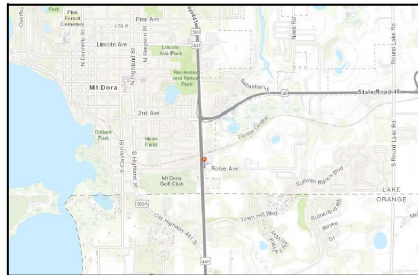
= TOPOGRAPHIC ELEVATIONS

-Site Benchmark Information-

#1

Iron Rod in Right-of-Way
Elevation: 78.04'

#2

Iron Rod in Right-of-Way
Elevation=78.70'-Benchmark Information-
GPS L-NET DATUMBased on GPS Observations
(Elevations are based upon NAVD 88 Datum)1" = 60'
GRAPHIC SCALE
0 30 60VICINITY MAP
NOT TO SCALE

LEGEND

A/C	- Air Conditioner	P	- Plat
C	- Calculated	PB	- Plat Book
CB	- Concrete Block	PC	- Point of Curvature
CM	- Concrete Monument	PI	- Point of Intersection
CONC	- Concrete	POB	- Point of Beginning
COV	- Covered	POC	- Point of Commencement
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRC	- Point of Reverse Curvature
DUE	- Drainage & Utility Esmt	PRM	- Permanent Reference Monument
D/W	- Driveway	R	- Radius
ESMT	- Easement	RAD	- Radial
FFE	- Finished Floor Elevation	R&C	- Rebar & Cap
FND	- Found	RFD	- Roofed
IP	- Iron Pipe	UE	- Utility Easement
L	- Length (Arc)	WM	- Water Meter
M	- Measured	Δ	- Delta (Central Angle)
N&D	- Nail & Disk	-	- Wood (Central Angle)
NR	- Non-Radial	-	- Wood (PVC Fence)
OHU	- Overhead Utility Line	-	- Chain Link Fence
ORB	- Official Records Book	-	- Wood Power Pole
		PP	- Wood Power Pole
		W	- Well

DLS #: 21-08-0088

CLIENT #:

FIELD DATE: 09/12/21

DRAFTER: DDM

APPROVED: BHH

SCALE: 1" = 60'

FLOOD ZONE INFORMATION

(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE X, AREA OUTSIDE OF THE 100 YEAR FLOODPLAIN, PER F.I.R.M. PANEL NUMBER 12069C 0390E LAST REVISION DATE 12/18/12

NOTES

1. Abutting properties have not been researched for gaps, overlaps, and/or hiatus
2. In compliance with F.A.C. 61G17-6.0031-4-E, if location of easements or rights-of-way of record, other than those on recorded plats, is required, this information must be furnished to the surveyor and mapper
3. Fence ownership is not determined
4. No underground improvements or structures were located by this survey, unless otherwise noted
5. This survey should not be used for construction purposes
6. Any septic tank or drainfield locations (if found) are approximate
7. Property lines and/or improvements shown were physically located by field survey
8. Monuments found or set are shown
9. Calculated lines and information are noted by (C)
10. Computations of lines and/or data not found are shown as (C)
11. Accuracies obtained in this survey are greater than (rural) 1" in 5000', (suburban) 1" in 7500', (commercial) 1" in 10,000'
12. Prior to survey, information obtained was legal description provided by client or from publicly published county tax collector site, recorded plats and/or section corner records, if applicable
13. If only a digital survey copy is required, a survey report will be placed in file. The digital survey is not full and complete without the survey report file.

THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.



FOR ALL INQUIRIES CONTACT:
Deal Land Surveying, LLC
804 S French Avenue
Sanford, FL 32771
407-878-3796
INFO@deallandsurveying.com

LIST OF POSSIBLE ENCROACHMENTS:
NONE VISIBLE

CERTIFIED TO: (AS FURNISHED)

DOLLAR TREE STORES, INC.
CDA HOLDINGS, LLC
GRS TITLE SERVICES, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
CRENSHAW, WARE & MARTIN, PLC

TITLE INFORMATION

ISSUED BY: FIRST AMERICAN TITLE INSURANCE COMPANY
AGENT: GRS TITLE SERVICES, LLC
ISSUING OFFICE:
FILE NO.: 586805-F-FL-CP-GRS
EFFECTIVE DATE: JULY 27, 2021 @ 12:00AM

SCHEDULE B - SECTION II

EXCEPTIONS:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
NOT APPLICABLE TO THE SURVEY.
2. Any rights or claims of parties in possession not shown by the public records.
NOT APPLICABLE TO THE SURVEY.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the land.
NOT APPLICABLE TO THE SURVEY.
4. Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records
NOT APPLICABLE TO THE SURVEY.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
NOT APPLICABLE TO THE SURVEY.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
NOT APPLICABLE TO THE SURVEY.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
NOT APPLICABLE TO THE SURVEY.
8. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
9. Rights of others in and to the use of that portion of the land located within any roadway.
NOT APPLICABLE TO THE SURVEY.

UTILITY LEGEND

WATER LINE	---
BURIED CABLE	---
SEWER LINE	---

ADDRESS

ROBIE AVENUE
MOUNT DORA, FLORIDA 32757

LEGAL DESCRIPTION: (AS FURNISHED)

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART THEREOF LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 500 AS CONVEYED TO THE STATE OF FLORIDA, BY DEED RECORDED IN OFFICIAL RECORD BOOK 112, PAGE 142, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON W. LINE OF NE 1/4 OF SW 1/4 OF SW 1/4 OF SW 1/4 SEC 33 T 19S, R27E, BEING N 00°00'00" E, ASSUMED

SURVEYOR'S NOTE: FOUND MONUMENTED R/W LINES SHOWN AS PROPERTY BOUNDARY LINES; EAST BOUNDARY LINE SHOWN PER SURVEY MARKER FOUND ON SOUTH SIDE OF ROBIE AVENUE. ACTUAL ROAD RIGHT OF WAY LINES, SECTION CORNER LINES OR ADJACENT PROPERTY BOUNDARIES NOT SURVEYED

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE OF FIELD WORK: 09/12/21
DATE SIGNED: 09/20/21

SURVEYOR'S NAME: BILL H. HYATT LS4636



DEAL LAND SURVEYING, LLC LB 8121

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE
AND AUTHENTICATED ELECTRONIC SEAL

DATE	REVISION	DATE	REVISION

**NOTICE OF COMPREHENSIVE PLAN CHANGE
FUTURE LAND USE MAP AMENDMENT
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City of Mount Dora Local Planning Agency will conduct a public hearing to consider a change to the City of Mount Dora Comprehensive Plan to amend the Future Land Use Map. This hearing will be held on **Wednesday, October 20, 2021 at 10:00 a.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida. The substance of proposed Comprehensive Plan Amendment is as follows:

REQUEST FOR SMALL-SCALE FUTURE LAND USE MAP AMENDMENT FROM COUNTY REGIONAL OFFICE TO CITY COMMERCIAL; 1.77 ACRES (SITE AREA); SOUTHEAST CORNER OF US HIGHWAY 441 AND ROBIE AVENUE (LOCATION); 21761 US HIGHWAY 441 (SITE ADDRESS); FRB PROPERTIES, LLLP (OWNERS); CRAWFORD, MODICA, AND HOLT, CHARTERED ATTORNEYS AT LAW (APPLICANT).

FURTHER, notice is hereby given City Council of the City of Mount Dora, Florida will conduct a public hearing of the proposed Small-Scale Future Land Use Map Amendment, Ordinance No. 2021-21, on **Tuesday, November 16, 2021, at 5:30 P.M.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida pertaining to the above Future Land Use Map Amendment request.

Interested parties may appear at the meeting and be heard with respect to the proposed Comprehensive Plan Amendment.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Legal Ad Dated/Notification: October 8, 2021

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2021-21
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance No. 2021-21. The final public hearing on the ordinance will be held on **Tuesday, November 16, 2021, at 5:30 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance No. 2021-21 is as follows:

ORDINANCE NO: 2021-21

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA,
PERTAINING TO 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; PROVIDING FOR
LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR
APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION
AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING
FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-
CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published (Legal Notice): November 5, 2021

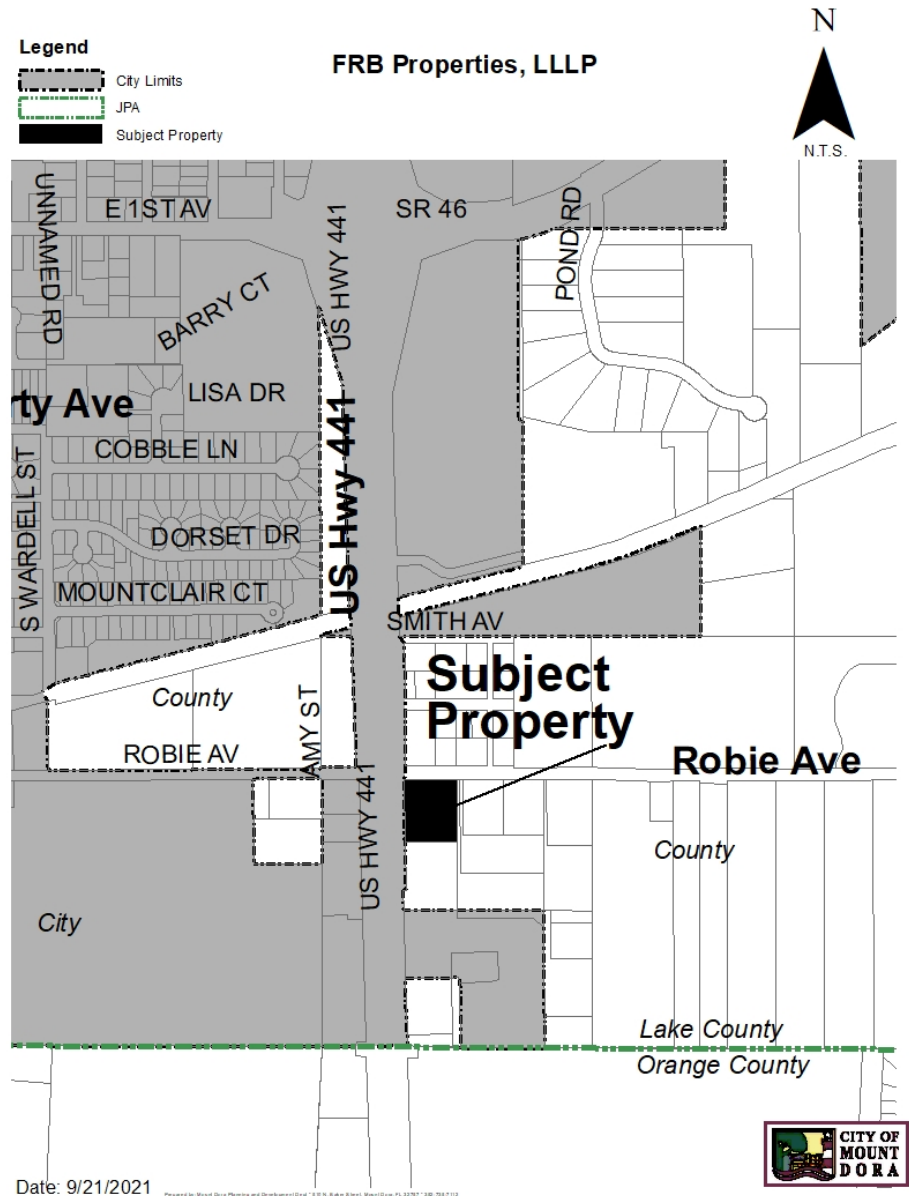
**NOTICE OF COMPREHENSIVE PLAN CHANGE
FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 2021-21
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida will conduct a public hearing to consider adoption of Ordinance No. 2021-21 for proposed changes to the City of Mount Dora Comprehensive Plan to amend the Future Land Use Map. The public hearing will be held on Tuesday, November 16, 2021 at 5:30 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida. The title and substance of proposed Comprehensive Plan Ordinance is as follows:

ORDINANCE NO. 2021-21

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO 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; 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.

Further, the adoption of Ordinance No. 2021-21 includes a Future Land Use Map Amendment changing certain lands from County Regional Office to City Commercial as depicted on the map of this advertisement below:



Page -2-

Interested parties may appear at the meeting and be heard with respect to the proposed comprehensive plan amendment.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Title in 18 point

2 column, 10.5 inch; Non-legal

Publish: November 5, 2021

ORDINANCE NO: 2021-21

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO 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; 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, FRB Properties LLLP, (Property Owner) submitted an application to the City 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 at the Southeast corner of US Highway 441 and Robie Avenue, 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 October 20, 2021, 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 Commercial is hereby assigned to that Property located at the Southeast corner of US Highway 441 and Robie Avenue, identified by Tax Parcel ID #33-19-27-0003-000-02600 and Alt. Key # 1124794, and more particularly described as:

The Northeast ¼ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 33, Township 19S., Range 27 E., in Lake County, Florida, less and except that part thereof lying within the right-of-way of State Road 500 as conveyed to the State of Florida by deed recorded in Official Record Book 112, Page 142, Public Records of Lake County, Florida; also less right-of-way for County Road.

All the Above Containing 1.77 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. 2021-08, on October 5, 2021, 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 following the adoption of City of Mount Dora Ordinance 2021-20 annexing the Property into the City of Mount Dora; 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.

Signatures on Following Page

SINGLE AND FINAL READING: November 16, 2021

PASSED AND ADOPTED this 16th day of November, 2021.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM, CITY CLERK

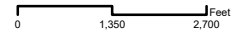
For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Future Land Use Map Amendment

Exhibit "A"

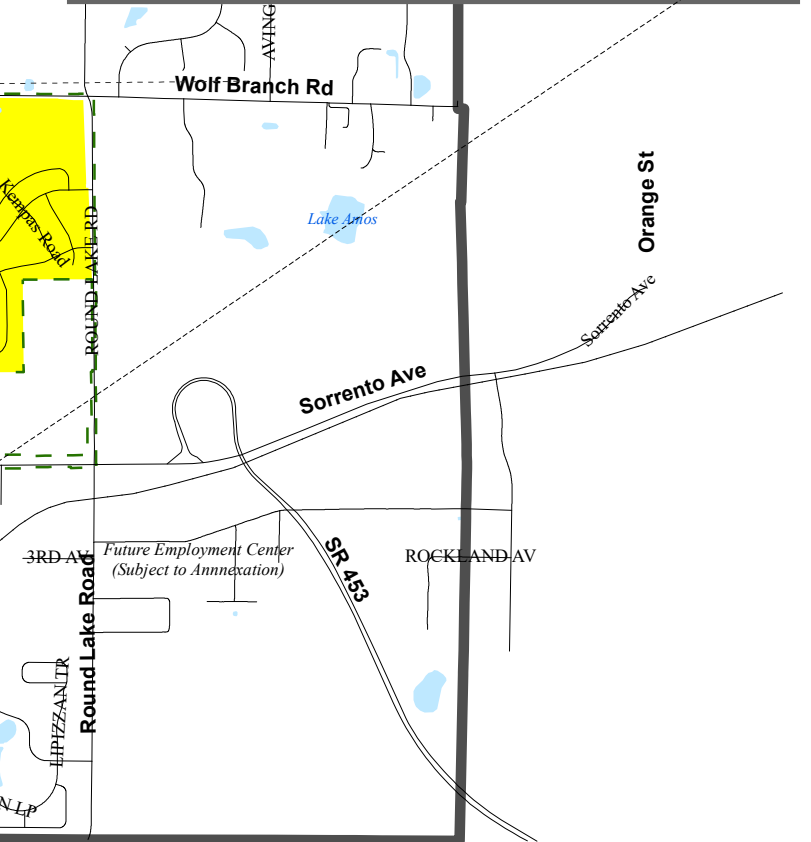
Ordinance No. 2021-21



Features

-  City Limits
 JPA
 Rail Road

Small-Scale FLUM Amendment



Path: U:\Plandev Admins\Planning and Development\Master Documents\MAPS\FLUM\FBR_Properties_FLUM.mxd



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Approval of First Reading of Ordinance No. 2021-22, Change in Zoning FRB Properties, LLLP

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2021-22 and hold the hearing for the second reading and adoption.

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

Discussion:

Further rezoning descriptions and details are contained in Attachment #1 (Rezoning Summary Report). Legal advertisements for the adoption hearing are included in Attachment #2. The applicant is requesting a change of the zoning district from County Light Manufacturing to City C-3 for approximately 1.77 acres located on the southeast corner of US Highway 441 and Robie Avenue. The applicant has submitted annexation and future land use amendment applications to run concurrently with the rezoning application. The applicant has indicated the intended use to develop the site for a retail store.

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

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on October 20, 2021, recommended approval (vote 7-0) of the rezoning to City C-3.

The Development Review Committee (DRC) on September 29, 2021 recommended approval of the change in zoning to C-3 and forwarded the same to the PZC.

Budget Impact:

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

Strategic Impact:

Rezoning requests which address density and intensity changes are consistent with Growth Management and Economic Development Goals to foster development and growth opportunities. GOAL 1: Economic Development; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation City Council to approve First Reading of Ordinance No. 2021-22 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 PZC Memo10-20-2021 (ADA)
2. Attachment 2 Legal Ad Publications (ADA)
3. Ordinance 2021-22 FRB Properties Rezoning.SGS
4. Exhibit A Property Depiction (Map)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Charles Revell, Interim City Manager

Approved - 11/9/2021

Approved - 11/10/2021

Approved - 11/10/2021

Final Approval - 11/10/2021



**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: October 20, 2021

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

RE: Request for Change in Zoning from LM (County) to C-3 (City) for 1.77 Acres; located on the southeast corner of US Highway 441 and Robie Avenue (Location); 21761 US HWY 441 (Site Address); FRB Properties, LLLP (Owners); Crawford, Modica, and Holt, Chartered Attorneys at Law (Applicant); Project No.: Z21-02.

Recommendation:

Staff recommends approval of the above-referenced request for change in zoning from County LM to City C-3 and forward same consideration to the Planning and Zoning Commission. Approval subject to annexation and Future Land Use Map Amendment. Approval subject to Traffic Impact Analysis prior to filing of the Site Plan.

Reference/Support:

Section 3.3. LDC

Background:

Owners: FRB Properties, LLLP – Christopher J. Berens
Applicants: Crawford, Modica, and Holt, Chartered Attorneys at Law
Jimmy D. Crawford, Esq.
Existing Use: Vacant Land
Proposed Use: Retail
Proposed Zoning: City C-3
Current Zoning: County LM (Light Industrial)
Future Land Use: County Regional Office
Proposed FLU: City Commercial
Overlay Zones/Areas: None
FAR Maximum: 0.35
Site Area: 1.77+/- acres
JPA: Yes

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Urban Low	R-1/R-7	SFRs
South	County	Regional Office	LM	Auto Repair & Sales
East	County	Regional Office	LM/R-1	SFRs
West	City	Industrial	WP-1	Auto Repair & Sales/Thrift Shop

The applicant is requesting a change of the zoning district for approximately 1.77 acres located on the southeast corner of US Highway 441 and Robie Avenue. The applicant has submitted annexation and future land use amendment applications to run concurrently with the rezoning application. The applicant has indicated the intended use to develop the site for retail store.

This parcel is located adjacent to US Highway 441, identified as a *Principal Arterial (Urban)* roadway (Map III-1 of the Roadway Functional Classification Map – City’s Comprehensive Plan 2045). The requested change has less impacts from the existing County Light Manufacturing zoning district and is compatible with surrounding land use patterns along US Highway 441. Existing uses within this area ranges from City waste water plant, mini self-storage, fuel and oil facility, retail, used vehicle sales, church, land fill, truck storage, etc. Uses along Robie adjacent to the east consistent of residential and vacant lands. Robie Avenue is under Lake County jurisdiction.

The C-3 zoning district provides concentrated commercial type developments. This district is appropriate in areas designated as "commercial" or "industrial" on the future land use map of the comprehensive plan. Permitted uses include retail, motels, theaters, car washes, offices, etc (Section 3.4.8 LDC).

A review of the criteria in Section 3.3.4 of the Land Development Code reveals the following:

1. The need and justification for the change: The proposed change in zoning is associated with an annexation. Annexation of lands required assignment of both City Future Land Use and zoning designations. The applicant would like the ability to develop the site as a new retail store. The proposed use is allowed under the C-3 (Highway Commercial) Zoning District. The proposed change in zoning is less intense and will have less impacts on City services.
2. The effect of the change, if any, on the particular property and on surrounding property: The proposed City C-3 should not have a negative effect on this property nor on the surrounding property. The proposed zoning is consistent with the land use pattern and character of the area. Again, as stated in previous criteria, the proposed change in zoning is less intense and will have less impacts on City services.
3. The relationship of the proposed amendment to the purpose of the City’s Comprehensive Plan, with appropriate consideration as to whether the proposed change will further the purpose of this Code and the Plan: Again, the proposed change in zoning is associated with an annexation. The proposed C-3 zoning will require a small scale Future Land Use Map Amendment from County Regional Office to City Commercial. The proposed change to C-3 and City Commercial is consistent with the City’s Comprehensive Plan.
4. The availability and provision of adequate services and facilities: Services and facilities are currently available to this property.
5. The impact on the natural environment: There are no adverse impacts on the natural environment as a result of this rezoning. Development of the site will require a tree removal and replacement mitigation plan.

Planning and Zoning Commission Meeting October 20, 2021
Change in Zoning – FRB Properties, LLLP
Page 3

Notifications:

JPA Notice to Lake County: September 17, 2021
JPA Notice to Orange County: September 17, 2021
Legal Notice PZC/CC: October 8, 2021
Notice to Surrounding Owners: October 8, 2021
Non-Legal with Map Ad City Council 1st Reading: November 5, 2021
Ordinance Enactment Legal Ad: November 26, 2021
Non-Legal with Map Ad City Council Adoption: November 19, 2021

Public Hearing Schedule:

DRC: September 29, 2021
PZC: October 20, 2021 (10:00 am)
City Council 1st Reading: November 16, 2021 (5:30 pm)
City Council 2nd Reading/Adoption: December 7, 2021 (5:30 pm)

Attachments:

Vicinity Map
Aerial Map
Zoning Area Map
Application

ATTACHMENT #1

21761 US Highway 441

Vicinity Map

Legend

 21761 US Hwy 441

DORSET DR



ROBIE AV



SMITH AV

NORTH ROBIE AV



0 170 340 680 Feet

Legend

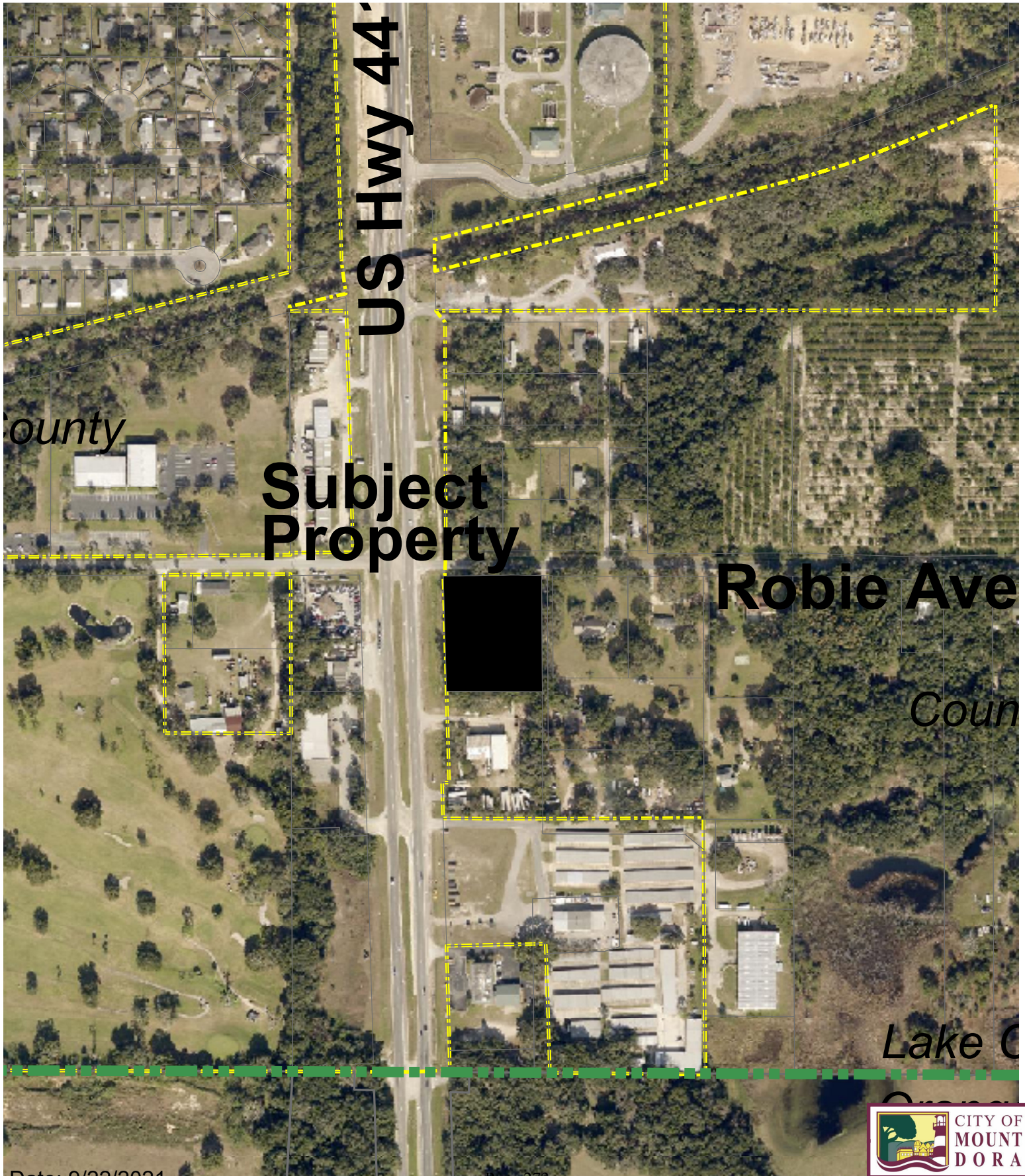
-  City Limits
-  JPA
-  Subject Property

**FRB Properties, LLLP
Aerial Map**

N



N.T.S.



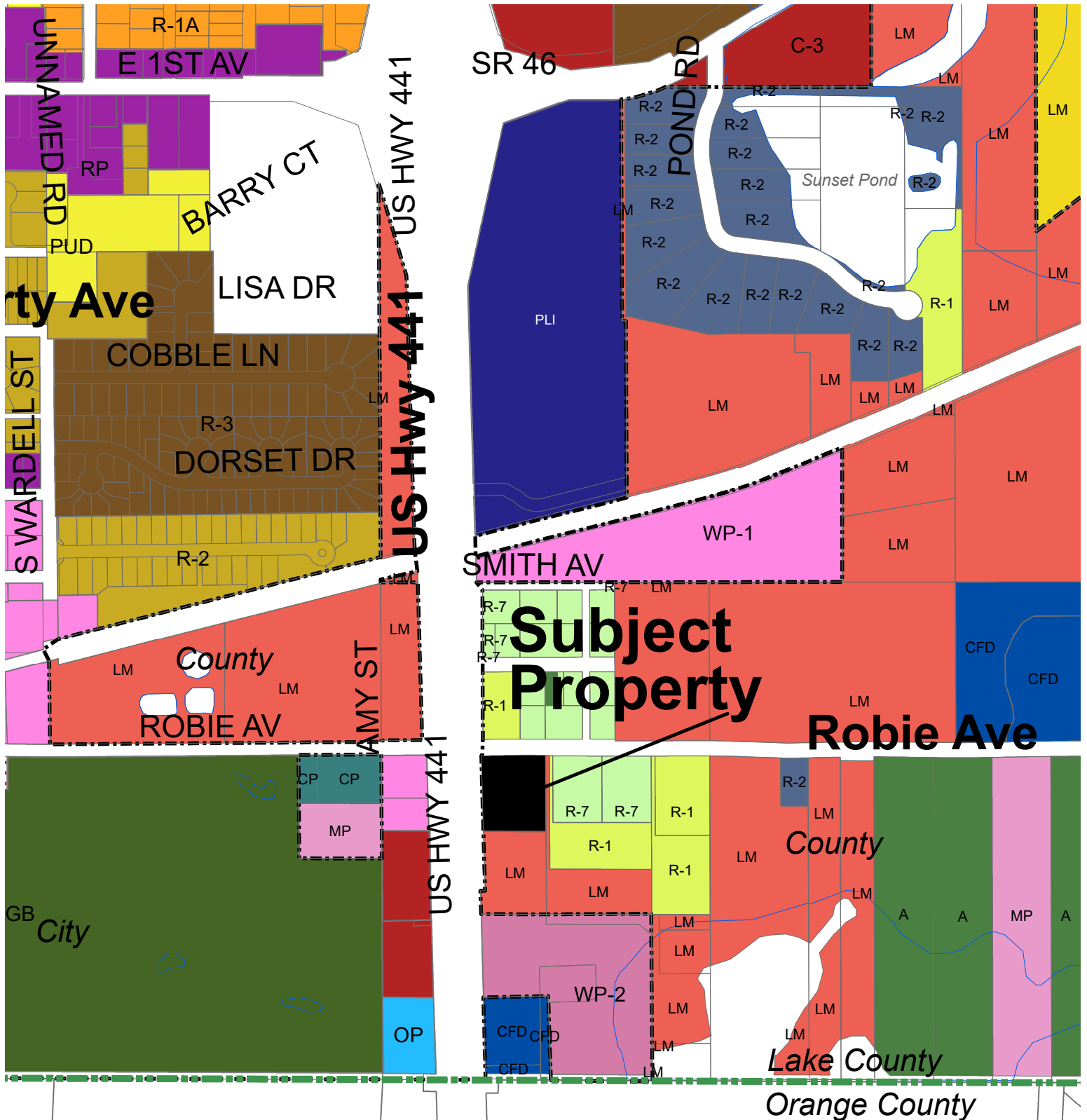
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Legend

-  City Limits
-  JPA
-  Subject Property

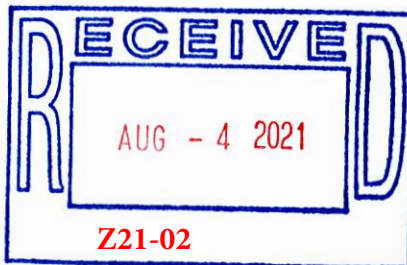
FRB Properties, LLLP Zoning Area Map

N.T.S.





**CITY OF
MOUNT
DORA**



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

REZONING APPLICATION

Date: July 20, 2021

1. Applicant's Name: Jimmy D. Crawford, Esq.
 Company's Name: Crawford, Modica, & Holt, Chartered Attorneys at Law
 Address: 702 W Montrose Street
 City, State & Zip: Clermont, FL 34711
 Phone: 352 E-mail: jcrawford@cmhlawyers.com

2. Owner's Name: Christopher J Berens, Manager
 Company's Name: FRB Properties, LLLP
 Address: 6779 Round Lake Road
 City, State & Zip: Mount Dora, FL 32757
 Phone: _____ E-mail: _____

3. The property generally located and list adjacent streets: Southeast corner of
US Hwy 441 and Robie Ave.

4. The address(s) of the property: vacant

5. Size of property in Acres: 1.77+/- Square Feet: _____

6. Current Zoning District: County LM

7. Requested Zoning District: C-3

8. Future Land Use Category: County Regional Office

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

10. Building Size (Existing): N/A
11. Proposed use of property: General Retail
12. State the reason for this request, per Section 3.3 of the City's land Development Code (attached additional sheets and support data):
Please find the attached support of justification.
13. Is the proposed use permissible in the requested district? _____
Please find the attached support of justification.
14. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Urban Low	R-7	SFH
South	County	Reg. off.	Lm	Auto Repair & Sales
East	County	Reg. off.	Lm/R-1	SFH
West	City			Hwy 441

(districts/categories may be abbreviated)

CERTIFICATION AND SIGNATURE**AFFIDAVIT**

I, CHRISTOPHER BERENS, 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.

Christopher Berens
Signature of Applicant

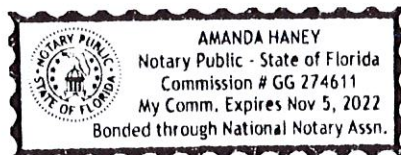
CHRISTOPHER BERENS
Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 26th day of July 2021 by Christopher Berens who is personally known to me or who has produced FLDL as identification and who did _____ or did not X take an oath.

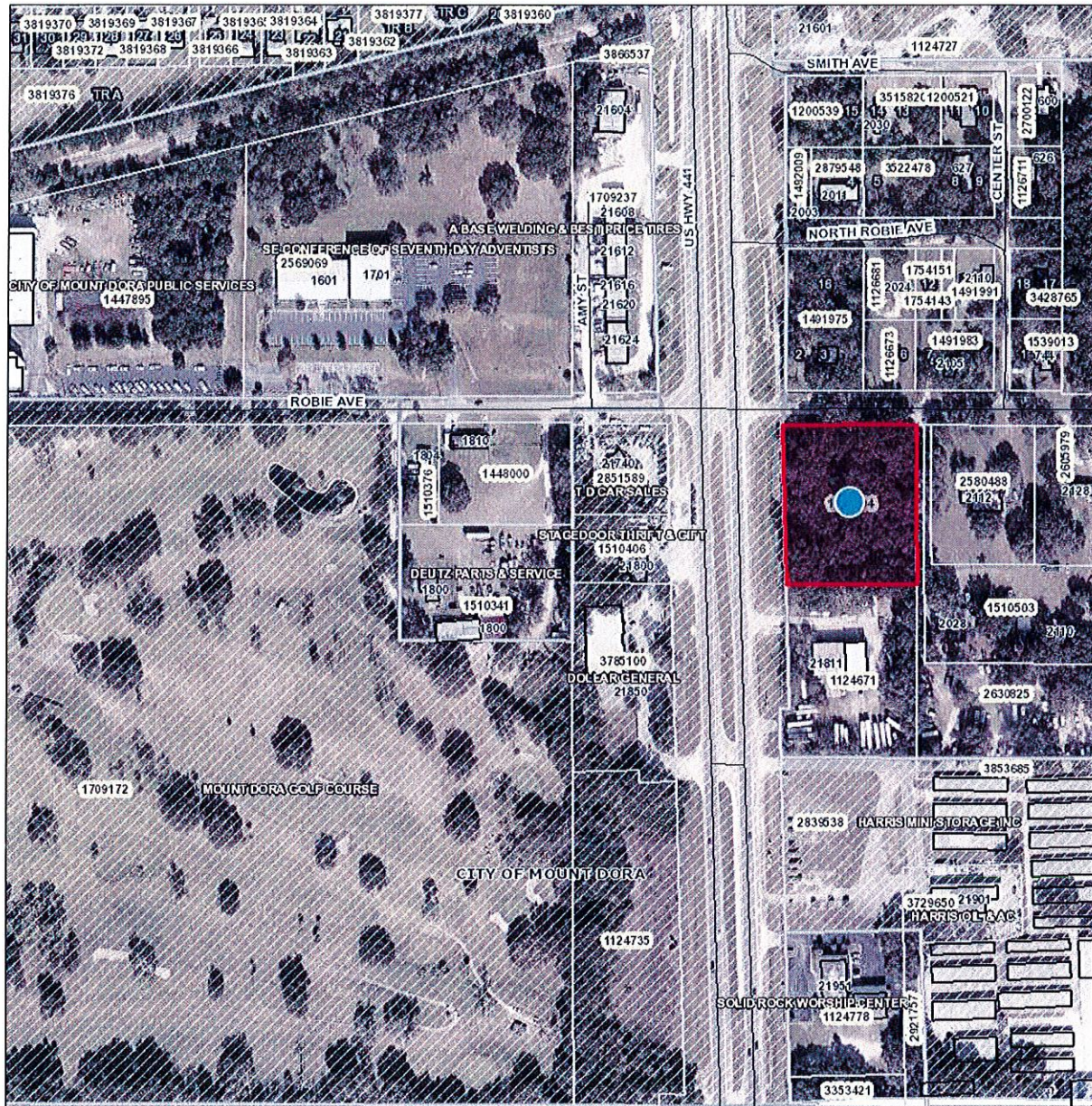
SEAL:

Amanda Haney
Notary Public



Amanda Haney
Print or Type Name

City Limits



Orange

August 3, 2021

pointLayer



Override 1

County Boundary

Surrounding Counties

polygonLayer



Override 1

Street Names

Local Streets

Subdivision Lot Numbers

Building Footprints

Address Locations

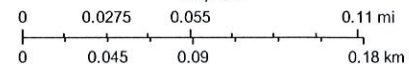
Property Name

Tax Parcels Alternate Key

Tax Parcels

City Limits In

1:2,500

Lake County Property Appraiser
Lake BCC

Lake County Board of County Commissioners

ATTACHMENT #1

County Zoning_LM



August 3, 2021

pointLayer

Override 1

polygonLayer

Override 1
Surrounding Counties

Zoning

A
AR
RA
R-1
R-2
R-3
R-4
R-6
R-7
RP
RMRP
RM
RV
C-1
C-2
C-3
CP
LM
HM
MP
CFD
PUD

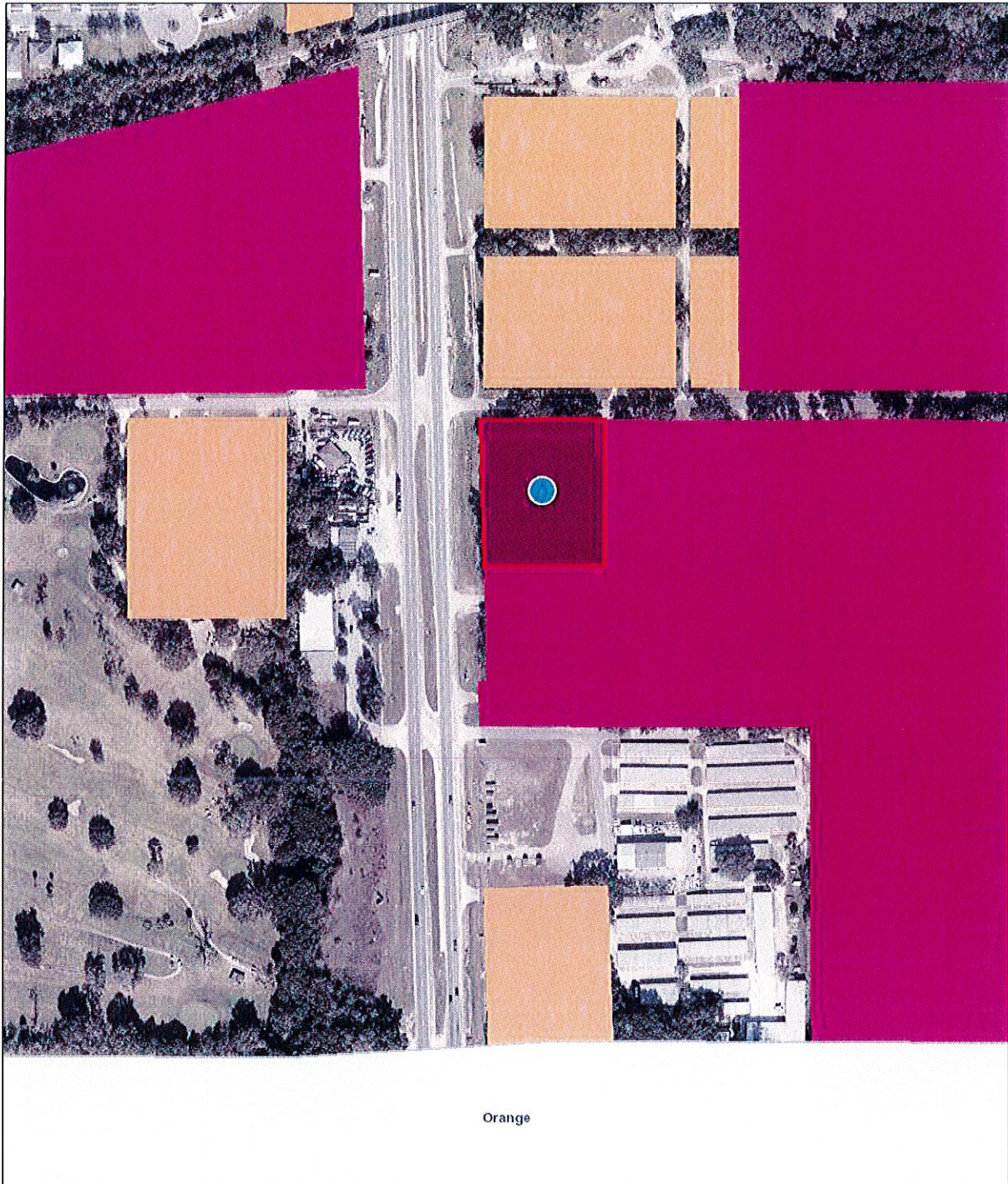
1:2,500
0 0.0275 0.055 0.11 mi
0 0.045 0.09 0.18 km

Lake County Property Appraiser
Lake BCC

Lake County Board of County Commissioners

ATTACHMENT #1

County FLUM_Reg Office



August 3, 2021

pointLayer

Override 1

polygonLayer

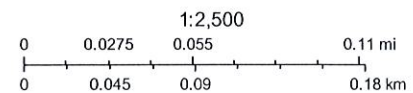
Override 1

Surrounding Counties

Future Land Use 2030

Bella Collina
Cagans Crossing
Conservation
Green Swamp Core Conservation
Green Swamp Ridge
Green Swamp Rural
Green Swamp Rural Conservation
Heavy Industrial
Mt Plymouth - Sorrento Main Street District

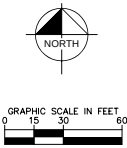
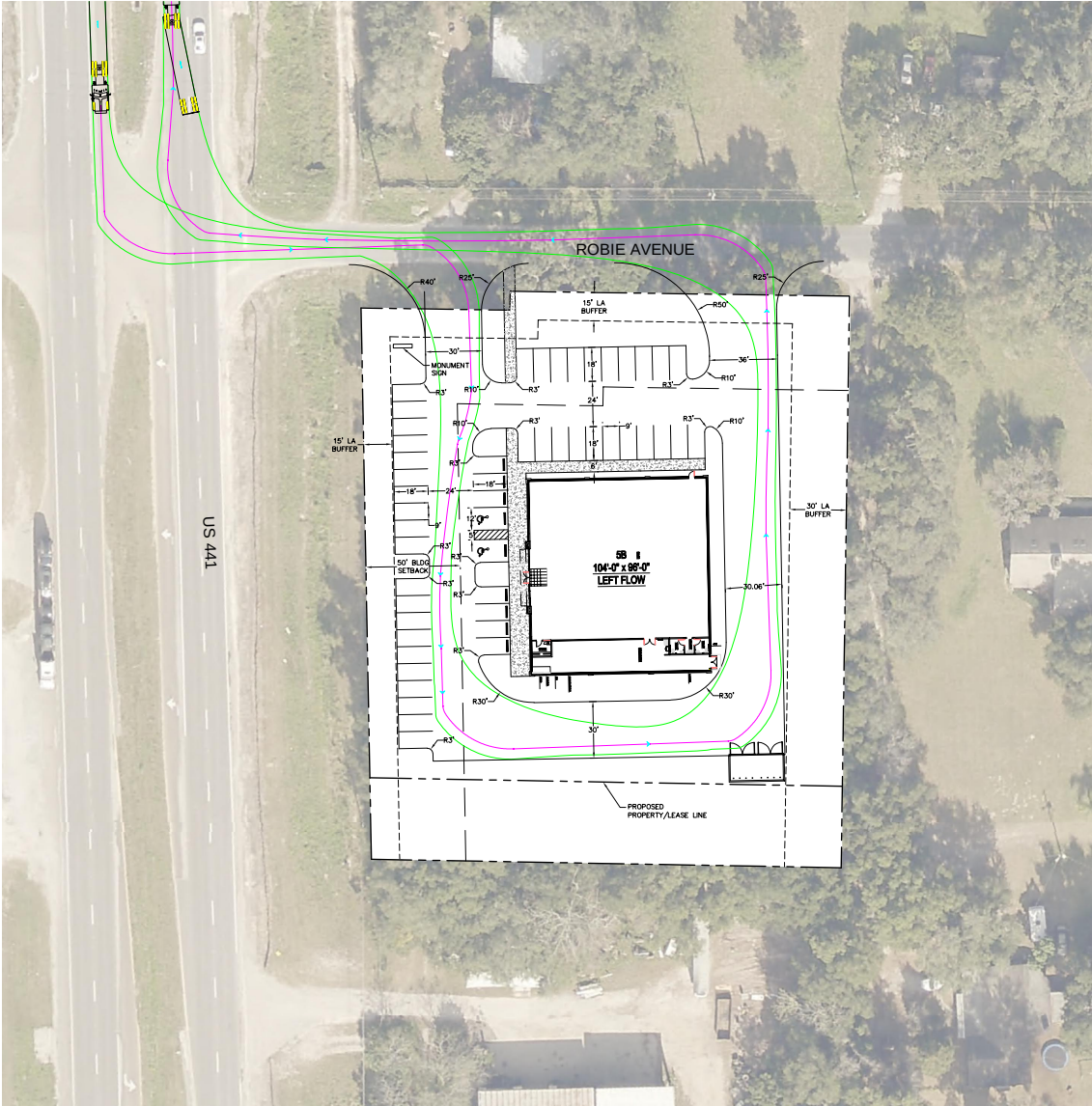
Mt Plymouth - Sorrento Proper
Mt Plymouth - Sorrento Receiving Area
Office
Public Service Facility and Infrastructure
Receiving Area A-1-20
Recreation
Regional Commercial
Rural
Rural Transition
Sending Area A-1-20
Sending Area A-1-40
Urban High Density
Urban Low Density
Urban Medium Density



Lake County Property Appraiser
Lake BCC

Drawing name: K:\WEB_DRAW\Dollar Tree\1-Mount Dora FL\CAD\Concepts\CSP-1.dwg CSP-1 Feb 15, 2021 10:35am by: LizaWeeks

This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Plans of this document without written authorization and signature by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



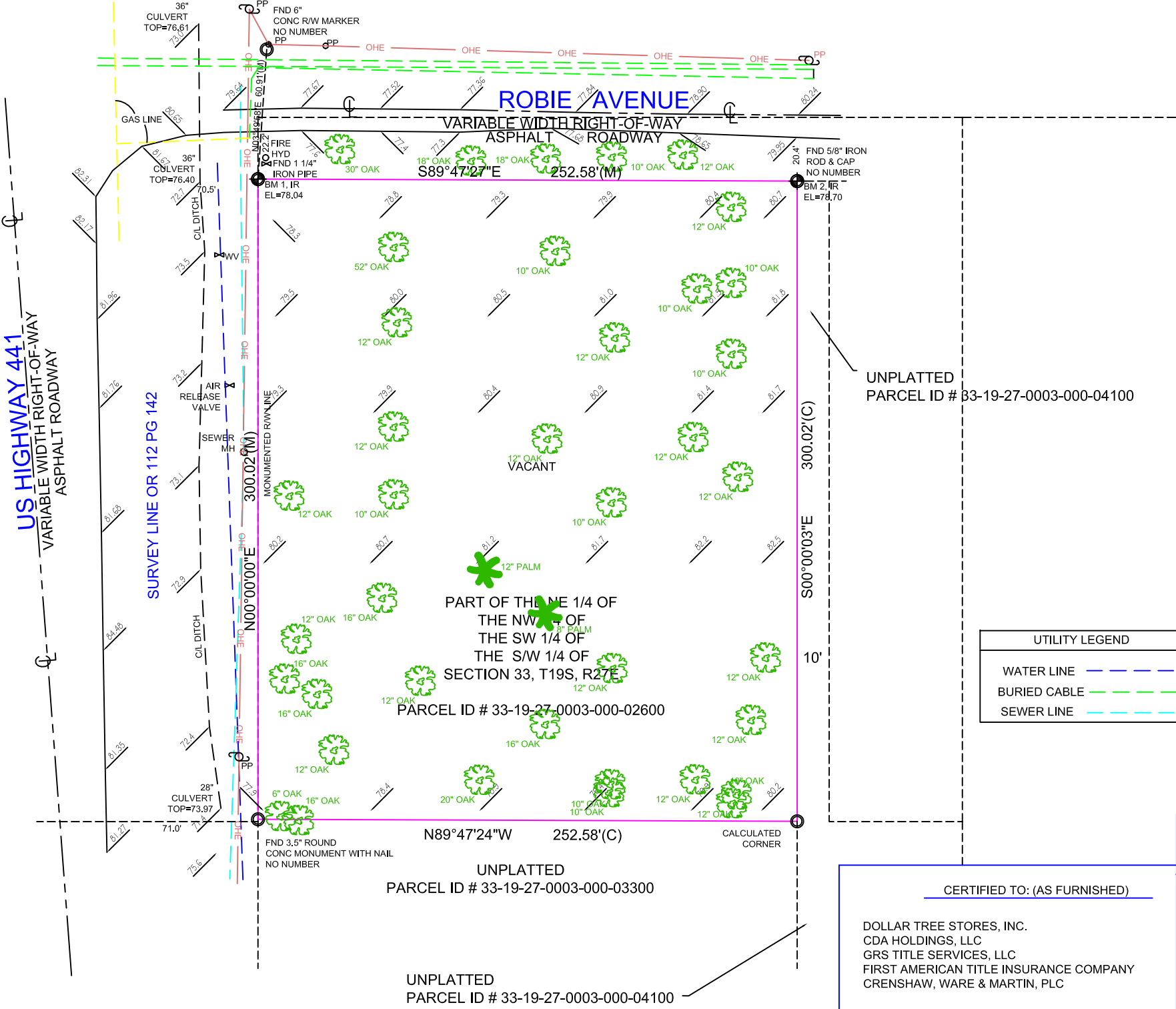
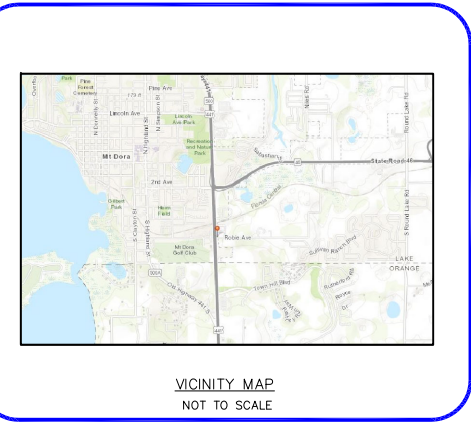
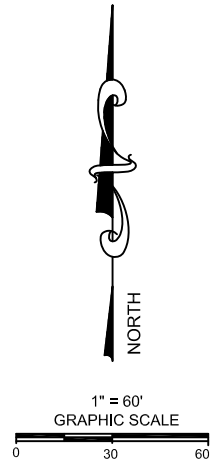
SITE DATA	
LOCATION:	SECTION 33 TOWNSHIP 18S RANGE 27E
ADDRESS:	SW CORNER OF US 441 AND ROBIE AVENUE MOUNT DORA, FL
ZONING:	LM (LIGHT INDUSTRIAL DISTRICT)
SITE AREA:	165,216 SF ±1.49 AC
BUILDING AREA:	9,984 SF
PARKING SUMMARY	
1 SPACE PER 200 SF	
REQUIRED PARKING RATIO:	
STANDARD	49
ACCESSIBLE PER ADA	2
TOTAL PARKING	50
REQUIRED	28
PROVIDED	2

NOTE: THIS CONCEPTUAL SITE PLAN IS BASED ON LIMITED AVAILABLE INFORMATION WHICH MAY INCLUDE AERIAL PHOTOGRAPHY, GIS DATA, AND TAX MAP INFORMATION. IT IS INTENDED AS PRELIMINARY FOR THE PURPOSES OF UNDERSTANDING A POTENTIAL SITE CONFIGURATION, SUCH AS LAND ACQUISITION, CONCEPTUAL ACCESS, TRAVEL, ETC. IT IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE INFORMATION SHOWN ON THIS CONCEPTUAL SITE PLAN HAS BEEN PREPARED WITHOUT THE NECESSITY OF A REASONABLE DUBIOUS OF THE DATA.

DOLLAR TREE MOUNT DORA, FL FLORIDA		CONCEPT PLAN		DESIGN ENGINEER		SCALE & NOTED		DESIGNED BY		DRAWN BY		CHECKED BY		DATE		PROJECT NO.		SHEET NUMBER	

ALTA / As-built
Survey

- ⊕ = BENCHMARK
XX = TOPOGRAPHIC ELEVATIONS
- Site Benchmark Information-
- ⊕ #1
Iron Rod in Right-of-Way
Elevation: 78.04'
- ⊕ #2
Iron Rod in Right-of-Way
Elevation=78.70'
- Benchmark Information-
GPS L-NET DATUM
Based on GPS Observations
(Elevations are based upon NAVD 88 Datum)



UTILITY LEGEND	
WATER LINE	---
BURIED CABLE	---
SEWER LINE	---

- TITLE INFORMATION
ISSUED BY: FIRST AMERICAN TITLE INSURANCE COMPANY
AGENT: GRS TITLE SERVICES, LLC
ISSUING OFFICE:
FILE NO.: 586805-F-FL-CP-GRS
EFFECTIVE DATE: JULY 27, 2021 @ 12:00AM
- SCHEDULE B - SECTION II
EXCEPTIONS:
- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
NOT APPLICABLE TO THE SURVEY.
 - Any rights or claims of parties in possession not shown by the public records.
NOT APPLICABLE TO THE SURVEY.
 - Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the land.
NOT APPLICABLE TO THE SURVEY.
 - Any lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records
NOT APPLICABLE TO THE SURVEY.
 - Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
NOT APPLICABLE TO THE SURVEY.
 - Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
NOT APPLICABLE TO THE SURVEY.
 - Any minerals or mineral rights leased, granted or retained by current or prior owners.
NOT APPLICABLE TO THE SURVEY.
 - Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
 - Rights of others in and to the use of that portion of the land located within any roadway.
NOT APPLICABLE TO THE SURVEY.

ADDRESS
ROBIE AVENUE
MOUNT DORA, FLORIDA 32757

LEGAL DESCRIPTION: (AS FURNISHED)

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART THEREOF LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 500 AS CONVEYED TO THE STATE OF FLORIDA, BY DEED RECORDED IN OFFICIAL RECORD BOOK 112, PAGE 142, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON W. LINE OF NE 1/4 OF SW 1/4 OF SW 1/4 OF SW 1/4 SEC 33 T 19S, R27E, BEING N 00°00'00" E, ASSUMED

SURVEYOR'S NOTE: FOUND MONUMENTED R/W LINES SHOWN AS PROPERTY BOUNDARY LINES; EAST BOUNDARY LINE SHOWN PER SURVEY MARKER FOUND ON SOUTH SIDE OF ROBIE AVENUE. ACTUAL ROAD RIGHT OF WAY LINES, SECTION CORNER LINES OR ADJACENT PROPERTY BOUNDARIES NOT SURVEYED

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE OF FIELD WORK: 09/12/21
DATE SIGNED: 09/20/21
SURVEYOR'S NAME: BILL H. HYATT LS4636

DEAL LAND SURVEYING, LLC LB 8121

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL

DATE	REVISION	DATE	REVISION

CERTIFIED TO: (AS FURNISHED)

DOLLAR TREE STORES, INC.
CDA HOLDINGS, LLC
GRS TITLE SERVICES, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
CRENSHAW, WARE & MARTIN, PLC

LIST OF POSSIBLE ENCROACHMENTS:
NONE VISIBLE



FOR ALL INQUIRIES CONTACT:
Deal Land Surveying, LLC
804 S French Avenue
Sanford, FL 32771
407-878-3796
INFO@deallandsurveying.com

NOTES

- Abutting properties have not been researched for gaps, overlaps, and/or hiatus
- In compliance with F.A.C. 61G17-6.0031-4-E, if location of easements or rights-of-way of record, other than those on recorded plats, is required, this information must be furnished to the surveyor and mapper
- Fence ownership is not determined
- No underground improvements or structures were located by this survey, unless otherwise noted
- This survey should not be used for construction purposes
- Any septic tank or drainfield locations (if found) are approximate
- Property lines and/or improvements shown were physically located by field survey
- Monuments found or set are shown
- Calculated lines and information are noted by (C)
- Computations of lines and/or data not found are shown as (C)
- Accuracies obtained in this survey are greater than (rural) 1" in 5000', (suburban) 1" in 7500', (commercial) 1" in 10,000'
- Prior to survey, information obtained was legal description provided by client or from publicly published county tax collector site, recorded plats and/or section corner records, if applicable
- If only a digital survey copy is required, a survey report will be placed in file. The digital survey is not full and complete without the survey report file.

THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE AND BENEFIT OF THE PARTIES LISTED HEREON. LIABILITY TO THIRD PARTIES MAY NOT BE TRANSFERRED OR ASSIGNED.

DLS #: 21-08-0088

CLIENT #:

FIELD DATE: 09/12/21

DRAFTER: DDM

APPROVED: BHH

SCALE: 1" = 60'

FLOOD ZONE INFORMATION
(FOR INFORMATIONAL PURPOSES ONLY)

SUBJECT PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN FLOOD ZONE X, AREA OUTSIDE OF THE 100 YEAR FLOODPLAIN, PER F.I.R.M. PANEL NUMBER 12069C 0390E LAST REVISION DATE 12/18/12

LEGEND

- | | | | |
|---|---|--|---|
| A/C
C
CB
CM
CONC
COV
D
DE
DUE
D/W
ESMT
FFE
FND
IP
L
M
N&D
NR
OHU
ORB | - Air Conditioner
- Calculated
- Centerline
- Concrete Block
- Concrete Monument
- Concrete
- Covered
- Description
- Drainage Easement
- Drainage & Utility Esmt
- Driveway
- Easement
- Finished Floor Elevation
- Found
- Iron Pipe
- Length (Arc)
- Measured
- Nail & Disk
- Non-Radial
- Overhead Utility Line
- Official Records Book | P
PB
PC
PI
POB
POC
PP
PRC
PRM

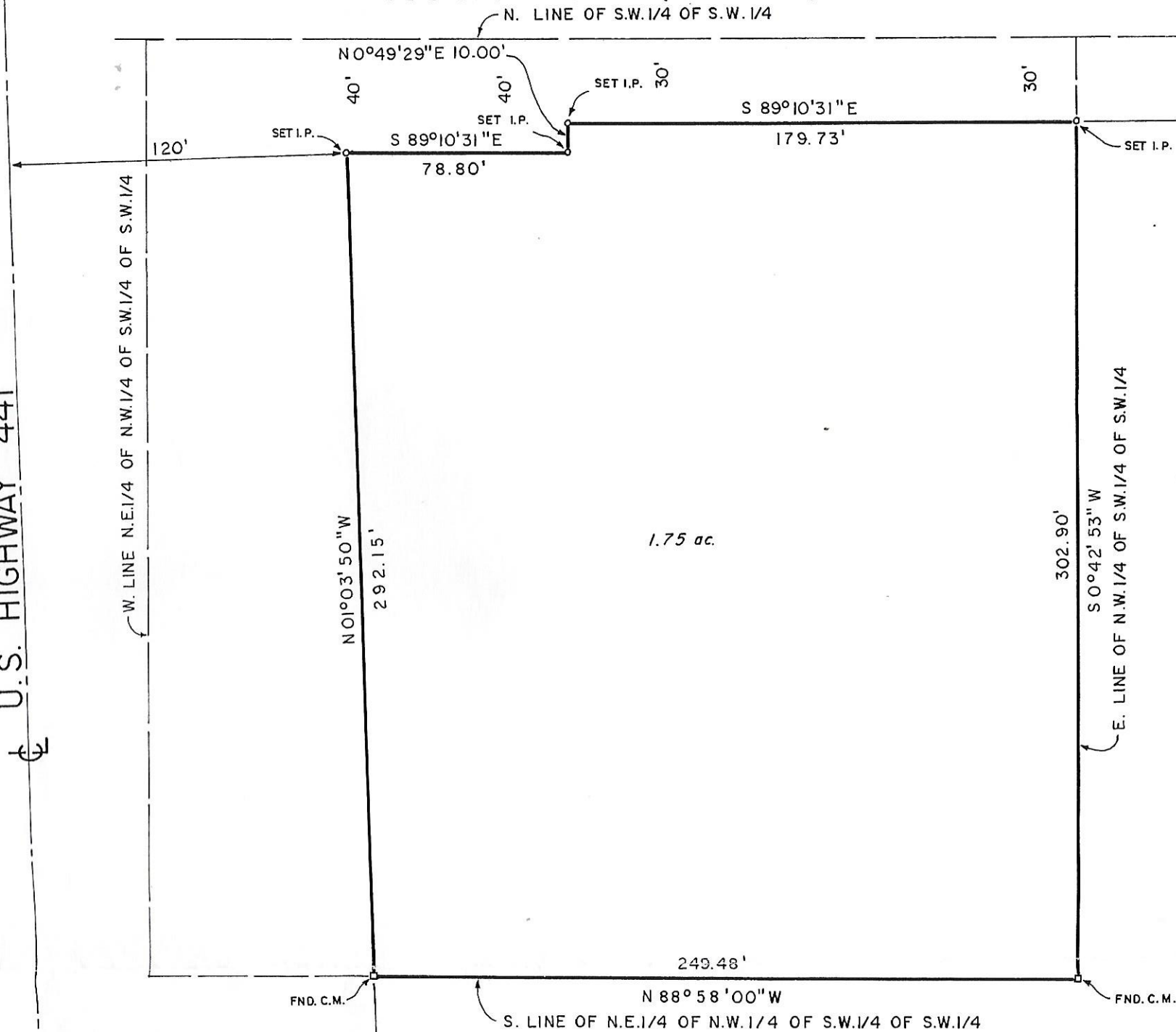
R
RAD
R&C
RFD
UE
WM
Δ
◊
-
-
PP
W | - Plat
- Plat Book
- Point of Curvature
- Point of Intersection
- Point of Beginning
- Point of Commencement
- Power Pole
- Point of Reverse Curvature
- Permanent Reference Monument

- Radius
- Radial
- Rebar & Cap
- Roofed
- Utility Easement
- Water Meter
- Delta (Central Angle)
- Wood/PVC Fence
- Chain Link Fence
- Wood Power Pole
- Well |
|---|---|--|---|

Scale: 1" = 50'

U.S. HIGHWAY 441

COUNTY ROAD (4-3880)



120'

Notes: Reproductions of this sketch are not valid unless embossed with the surveyor's seal and certification is limited to person or persons named hereon.

There are no easements or encroachments visible on the ground other than shown hereon. Bearings based on North line of Southwest 1/4 of Southwest 1/4 S.89°10'31"E.

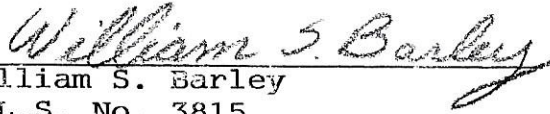
BOUNDARY SURVEY

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 33, Township 19S., Range 27 E., in Lake County, Florida, less and except that part thereof lying within the right-of-way of State Road 500 as conveyed to the State of Florida by deed recorded in Official Record Book 112, Page 142, Public Records of Lake County, Florida; also less right-of-way for County Road.

Subject to all easements, rights-of-way and restrictions of record.

"I HEREBY CERTIFY THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA ADMINISTRATIVE CODE RULE 21HH-6."
HALL-FARNER & ASSOC., INC.
2007 Butler St., Leesburg, FL

FOR: Francis Berens
J.O.: 4247
DATE: August 13, 1986


William S. Barley
R.L.S. No. 3815
State of Florida

Drawn J.W.M.

32-19-27

**CITY OF MOUNT DORA, FLORIDA
NOTICE OF PUBLIC HEARING
REQUEST FOR CHANGE IN ZONING**

NOTICE is hereby given the Planning and Zoning Commission of the City of Mount Dora, Florida will hold a public hearing on **October 20, 2021, at 10:00 A.M.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida to discuss the following:

REQUEST FOR CHANGE IN ZONING FROM COUNTY LM TO CITY C-3 FOR 1.77 ACRES; SOUTHEAST CORNER OF US HIGHWAY 441 AND ROBIE AVENUE (LOCATION); 21761 US HIGHWAY 441 (SITE ADDRESS); FRB PROPERTIES, LLLP (OWNERS); CRAWFORD, MODICA, AND HOLT, CHARTERED ATTORNEYS AT LAW (APPLICANT).

FURTHER, notice is hereby given City Council of the City of Mount Dora, Florida will hold first reading of the proposed Ordinance No. 2021-22 conducting a public hearing on **November 16, 2021, at 5:30 P.M.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida pertaining to the above rezoning request.

Interested parties may appear at the meeting and be heard with respect to the requested rezoning.

These public hearings may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at these meetings such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

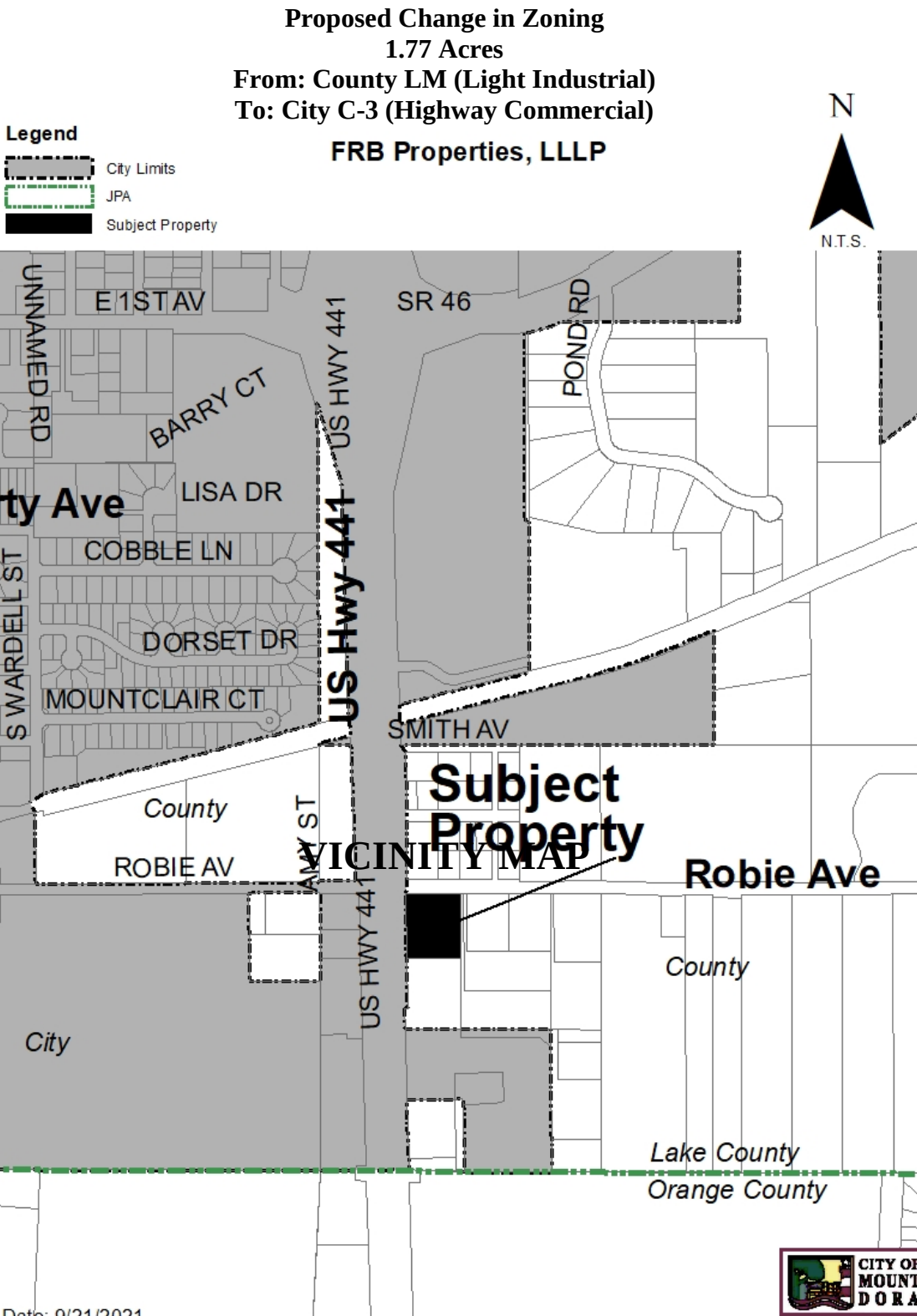
Legal Notice: October 8, 2021

NOTICE OF ZONING CHANGE
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to adopt the following Ordinance No. 2021-22 for the lands within the area shown in the map in this advertisement.

ORDINANCE NO: 2021-22

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF US HIGHWAY 441 AND ROBIE AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Page 2

A public hearing on the change in zoning will be held on **Tuesday, November 16, 2021 at 5:30 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

Interested parties may appear at the above meeting and be heard with respect to the proposed rezoning.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The proposed ordinance may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

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Title in 18 point

2 column, 10.5 inch; Non-legal

Publish Date: November 5, 2021

ORDINANCE NO: 2021-22

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF US HIGHWAY 441 AND ROBIE AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, FRB Properties LLLP (Property Owner) submitted an application to the City of Mount Dora requesting a zoning district classification change and a Zoning Map amendment for that property located at the Southeast corner of US Highway 441 and Robie Avenue, as depicted in **Exhibit “A”** (Property); and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan 2045 and meet the criteria established by 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 October 20, 2021, the City of Mount Dora Planning and Zoning Commission approved the proposed zoning district classification change and Zoning Map amendment Ordinance; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to C-3 (Highway Commercial), considered the findings and advice of staff and considered the written information, oral comments and supporting data and analysis provided by members of the public and all interested parties; and

WHEREAS, the City of Mount Dora hereby finds that the requested zoning district classification change and Zoning Map amendment serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

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

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

SECTION 2. ZONING DISTRICT CLASSIFICATION CHANGE. Pursuant to City of Mount Dora Land Development Code, Chapter III, the Property as more particularly described below is hereby rezoned and assigned the C-3 (Highway Commercial) zoning classification:

The Northeast ¼ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 33, Township 19S., Range 27 E., in Lake County, Florida, less and except that part thereof lying within the right-of-way of State Road 500 as conveyed to the State of Florida by deed recorded in Official Record Book 112, Page 142, Public Records of Lake County, Florida; also less right-of-way for County Road.

All the Above Containing 1.77 Acres, More or Less

SECTION 3. OFFICIAL ZONING MAP AMENDMENT. The Official 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 for the Property and Zoning Map amendment, 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 take effect immediately upon adoption; however, shall become effective only after City of Mount Dora Ordinance 2021-21, adopting a small-scale comprehensive plan amendment to change the land use designation on the Property to Highway Commercial, becomes effective

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____ 2021.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Property Depiction

Legend

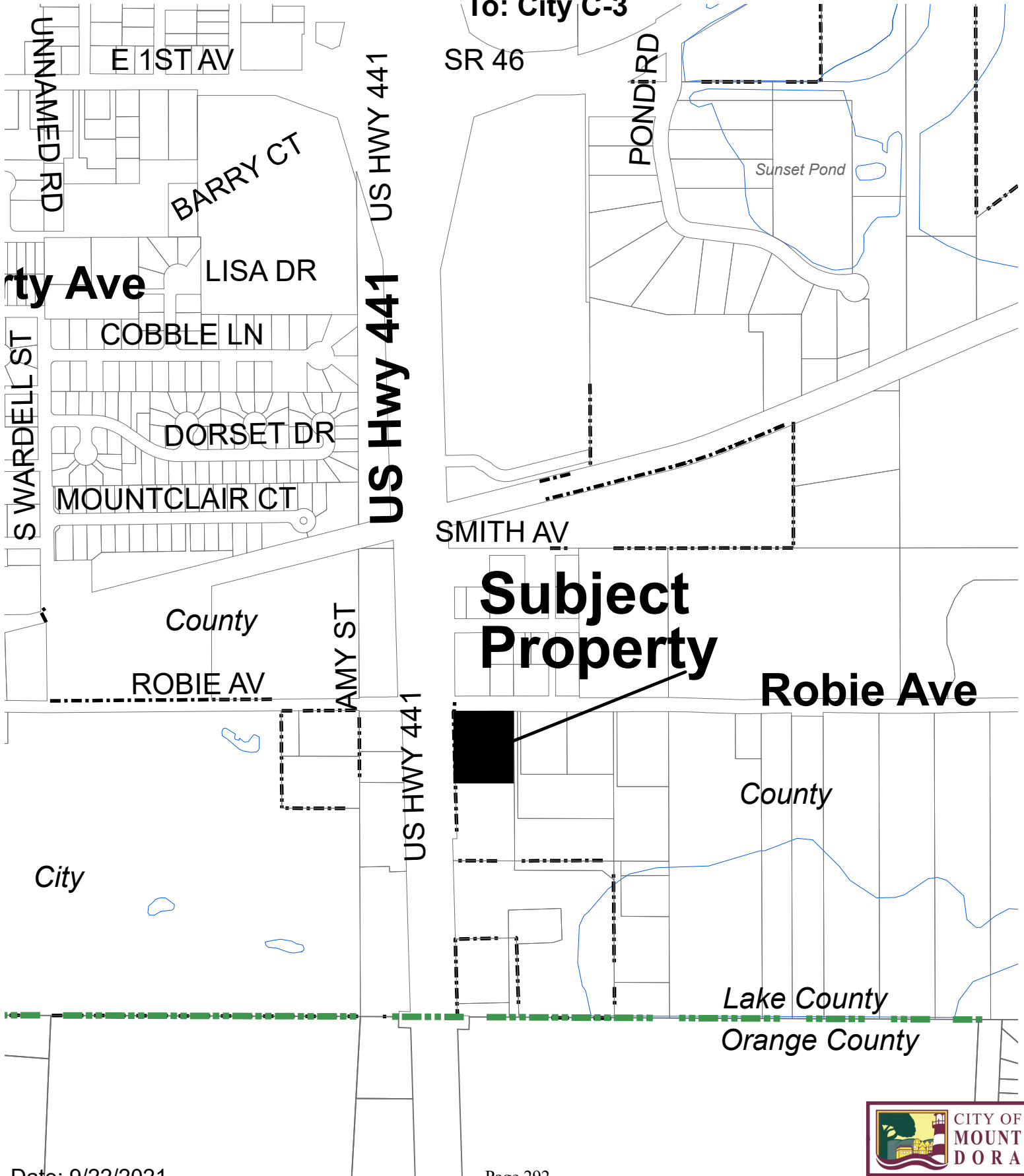
-  City Limits
-  JPA
-  Subject Property

VICINITY MAP
FRB Properties, LLLP
Change in Zoning
From: County LM
To: City C-3

N



N.T.S.





CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Advisory Board Appointments

Introduction:

This is a request for City Council to appoint member(s) to Advisory Board and Commission.

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 Northeast Community Redevelopment Advisory Committee (NE-CRA) has 1 (one) vacant seat which will expire December 31, 2022.

Vacant District 3 - Councilmember Guenther

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation City Council to make appointments and re-appointments to various boards and commissions.

Attachment(s):

1. Northeast CRA ROSTER 2021

Prepared by: Nicole Wisniewski, Deputy City Clerk
Reviewed by: Jessica Burnham, City Clerk

Approved - 11/12/2021

Charles Revell, Interim City Manager

Final Approval - 11/12/2021



Planning and Development

510 N. Baker St.

Mount Dora, FL 32757

352-735-7113

Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

Northeast CRA Advisory Committee

MEMBER	APPOINTED BY	DATE APPOINTED	TERM EXPIRES
Rona Rowe 1641 Mountclair Court Mount Dora, FL 32757 407-491-0527 Ronarowe1@bellsouth.net	Mayor	December 18, 2018	December 31, 2021
Lillie Taylor 704 Pine Ave Mount Dora, FL 32757 352-434-5195 family-connections@hotmail.com	District 1	July 20, 2021	December 31, 2021
Lynn Tacher 8031 St James Way Mount Dora, FL 32757 407-928-1178- tacherl@me.com	District 2	November 3, 2020	December 31, 2022
OPEN	District 3	April 21, 2009	December 31, 2022
Stevie Harley 501 East Jackson Avenue Mount Dora, FL 32757 396-7543 (C) 385-4399 (W) stevie_harley@yahoo.com underscore	District 4	February 19, 2019	December 31, 2021
Ozell Ward 36303 Barrington Drive Eustis, FL 32736 770-843- 3066 (C) 508-6447 (W) ozell.ward@gmail.com	At-Large 1 (Even)	January 5, 2021	December 31, 2022
Laurie Tillett 101 N Grandview St Apt 106 Mount Dora FL 32757 3522727909 ZTilletts@mac.com	At-Large 2 (Odd)	December 15, 2020	December 31, 2021

CC: Adam and Garcia

The NECRA Advisory Committee meets the 2nd Tuesday of every month at 6:00 p.m. at the Martin Luther King Center.



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Lobbyist Update

Introduction:

Peebles, Smith & Matthews represents the City of Mount Dora during the 2022 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:

Peebles, Smith & Matthews supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the monthly report for October 2021, as well as the Interim Committee Week newsletters for week 4.

Budget Impact:

Lobbyist Activities are funded in account 421-5360-531-00-00 in the amount of \$42,000.00.

Strategic Impact:

The contract with Peebles, Smith & Matthews allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation Data provided is informational.

Attachment(s):

1. Mount Dora October 2021 Report.ADA
2. PSM Interim Committee Week 4 Newsletter

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Jessica Burnham, City Clerk
Nicole Wisniewski, Deputy City Clerk
Charles Revell, Interim City Manager

Approved - 11/10/2021
Approved - 11/12/2021
Final Approval - 11/12/2021



City of Mount Dora October Activity Report

Communications

- Tim Wilson
 - Job Growth Grant application
- Josef Grusaukas
 - Correspondence re FWC and FDEP Grant Opportunities
- Zoom with Mount Dora Staff (October 4th)
- Call with Mount Dora Staff (October 8th)
- Meeting with Representative Truenow re Appropriations Project Requests (October 19th)
- Call with Representative Truenow's staff and Submittal of House Appropriations Project Request Forms (October 18th & October 26th)

Next Steps

- Next Interim Committee week is November 1-5
- Continue communication with SJRWMD on cost share application next steps.
- Continue to update Mount Dora on Grant Opportunities
- Follow-up with DEO re Job Growth Application
- Meet with Senator Baxley re 2022 Appropriations Project Requests

Ryan Matthews/Angela Drzewiecki
Peebles Smith & Matthews, Inc.

***Reminder- Appropriations Project Requests- FY 2022-23**

If you are planning to request funding from the Legislature for FY 2022-23 and have not yet submitted both the **House & Senate** forms to PS&M, please do so as soon as possible.

Florida Economic Overview

On Wednesday, the Legislature's Office of Economic & Demographic Research (EDR) released a report stating general-revenue tax collections in September exceeded the amount that had been projected in an August Forecast by \$442.2 million. The overall general-revenue total of \$3.251 billion for September marked the 14th consecutive month in which the state exceeded forecast numbers. General revenue had been forecast at \$2.809 billion for the month.

Economists in August estimated the Legislature would have \$2.6 billion more in general revenue than previously forecast this fiscal year, which started July 1, and in the 2022-2023 fiscal year. The revenue is in addition to almost \$6 billion in unspent federal coronavirus stimulus money.

However, economists anticipate an eventual slowing, but not a reversing, of the current economic direction.

Governor DeSantis is expected to release his proposed budget in the coming weeks, and these estimates will play a critical role as he develops his proposed spending plan for FY 2022-23.

Special Session 2021B- November 15th to 19th

According to the press release from Governor DeSantis' office last week, he has called on the Legislature to consider legislation that will:

Important Dates

Special Session 2021B

November 15th-19th

Interim Committee Week

Nov 29th-December 3rd

Regular Session Convenes

January 11th, 2022

50th Day Rule (Senate)- Last day for regularly scheduled committee meetings

March 1st, 2022

60th Day- Last Day of Regular Session

March 11th, 2022

- Protect current and prospective employees against unfair discrimination on the basis of COVID-19 vaccination status and ensure robust enforcement for this protection;
- Ensure that educational institutions and government entities are prohibited from unfairly discriminating against current and prospective employees, students, and residents on the basis of COVID-19 vaccination status;
- Ensure that employees improperly denied employment on the basis of COVID-19 vaccination status can be eligible for reemployment benefits and, if needed, ensure that employees injured by a COVID-19 vaccination taken pursuant to a company policy are covered by workers' compensation;
- Appropriate a sufficient amount of funds to investigate complaints regarding COVID-19 vaccination mandates and to take legal action against such mandates, including mandates imposed by the Federal Government;
- Clarify that the Parents' Bill of Rights, Chapter 1014, Florida Statutes, vests the decision on masking with parents, not government entities, and that schools must comply with Department of Health rules that govern student health, including rules that ensure healthy students can remain in school;
- Limit mandates by school districts on students or employees regarding COVID-19 and related mitigation measures;
- Provide adequate enforcement mechanisms to ensure that Florida law is followed and the rights of parents are honored;
- Direct the State to evaluate whether it should assert jurisdiction over occupational safety and health issues for government and private employees;
- Repeal the authority for the State Health Officer to order forced injections or vaccinations under Section 381.00315, Florida Statutes, originally enacted in 2002; and
- Create as necessary public records exemptions related to complaints and investigations described herein.

Peebles, Smith & Matthews, Inc.

PO Box 10930, Tallahassee, Florida 32301 | Phone: (850) 681- 7383 | Fax: (850) 681- 7271



**CITY OF
MOUNT
DORA**

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Sunshine Law/Public Records Refresher

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation

Attachment(s):

Prepared by: Merry Lovern , Executive Assistant
Reviewed by:



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Council Member John Cataldo

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation

Attachment(s):

Prepared by: Nicole Wisniewski, Deputy City Clerk
Reviewed by:



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Council Member Cal Rolfson

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation

Attachment(s):

Prepared by: Nicole Wisniewski, Deputy City Clerk
Reviewed by:



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Council Member Nate Walker

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation

Attachment(s):

Prepared by: Nicole Wisniewski, Deputy City Clerk
Reviewed by:



CITY OF MOUNT DORA

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

DATE: November 16, 2021

TO: Honorable Mayor and City Council Members

FROM: Patrick Comiskey, City Manager

SUBJECT: Mayor Crissy Stile

Introduction:

Discussion:

Budget Impact:

Strategic Impact:

Recommendation

Attachment(s):

Prepared by: Nicole Wisniewski, Deputy City Clerk
Reviewed by: