



CITY OF MOUNT DORA

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

Honorable Crissy Stile
Chair

Honorable Marc Crail
Vice-Chair / District 4

Honorable John Cataldo
District 1

Honorable Cal Rolfson
District 2

Honorable Austin Guenther
District 3

Honorable Nate Walker
District 5

Honorable Doug Bryant
At-Large

COMMUNITY REDEVELOPMENT AGENCY BOARD

January 4, 2022 at 6:00 PM
City Hall Board Room, 510 N Baker Street

AGENDA

CALL TO ORDER:

CONSENT AGENDA

1. Request approval of Task Authorization with CPH, Inc., for preparation of construction documents for streetscape repairs and enhancements
2. Request approval of Commercial Visual Improvement Program (CVIP) Grant Agreement for 930 N. Donnelly St.

ACTION ITEMS

DISCUSSION ITEMS

OTHER BUSINESS

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: January 4, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Task Authorization with CPH, Inc., for preparation of construction documents for streetscape repairs and enhancements

Introduction:

Task Authorization for Existing Streetcare Repairs and Enhancements Construction Documents with CPH, Inc.

Discussion:

The scope of his task includes Civil Engineering, Survey, and Electrical Engineering services for preparation of construction documents to modify existing landscape islands and raised electrical boxes located within the existing completed Downtown Streetscape Improvements Area. The scope area is defined as that area shown on the Mount Dora Streetscape Repair & Upgrade Preliminary Design Plans, prepared by CPH, dated June 1, 2021. The completed streetscape improvements in the Downtown area are in need of some repairs, enhancements and improvements to the stormwater channels. This project is on the approved CIP budget for FY21-22 and has been planned for the last two years. The engineer's estimate for the construction of the repairs and enhancements is also budgeted in FY21-22 CIP for \$210,000. This work will be completed by an approved City Construction Manager at Risk (CMAR) once the construction drawings are completed.

Budget Impact:

\$91,260.00, funded in the Capital Improvement Budget with CRA funds.

Strategic Impact:

Objective 1.3 Attract new commercial development and businesses to the City and the CRA.

Recommendation Approve Task Authorization for Streetcare Repairs and Enhancements Construction Documents with CPH, Inc.

Attachment(s):

1. Task Authorization CPH streetscape construct. SGS

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: Vince Sandersfeld, Planning and Development Director
John McKinney, Finance Director
Sherry Sutphen, City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 12/15/2021

Approved - 12/16/2021

Approved - 12/30/2021

Approved - 12/30/2021

Approved - 12/30/2021

Final Approval - 12/30/2021

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between CPH, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2018-178, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$91,260.00

Budget Account Number: 117-555-581.03-10

City Project Manager: Chet Cramer, Adam Sumner

Contractor: CPH

Contractor Project Manager: Michelle Tanner

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

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

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

Recommended By:

Print: Adam Sumner

Date: 11/19/2021

Signature: 

Reviewed By:

Print: Vince Sandersfeld

Date: 11/19/2021

Signature: Vince Sandersfeld

CONTRACTOR ACCEPTANCE

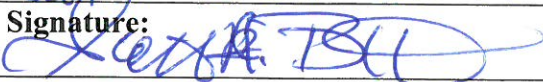
CITY APPROVAL

Print Name:

Scott A. Breitenstein

Print Name:

Signature:



Signature:

Date:

11/22/2021

Date:



EXHIBIT A
City of Mount Dora
Streetscape Repair & Upgrade Construction Document Preparation
August 12, 2021

General Information: This scope includes Civil Engineering, Survey, and Electrical Engineering services for preparation of construction documents to modify existing landscape islands and raised electrical boxes located within the existing completed Downtown Streetscape Improvements Area. The scope area is defined as that area shown on the Mount Dora Streetscape Repair & Upgrade Preliminary Design Plans, prepared by CPH, dated June 1, 2021.

Task One – Civil Engineering

CPH shall prepare construction documents identifying the locations of landscape island modification, the necessary details and notes to accomplish the task. The tasks shall include:

- A. Identify the locations where the landscape islands will be modified.
- B. Provide necessary details, dimensions and elevations to complete the work (island modification).
- C. Provide locations and dimensions for installation of handrails where grates are not applicable.
- D. Provide general and site specific notes.
- E. Provide general details for concrete work, frame and grate installation and other details as deemed necessary.
- F. Update Streetscape Opinion of Probable Cost at 90% design level.
- G. Coordinate with City on developing technical specifications.
- H. CPH Civil Engineers will attend up to two (2) Zoom (or equal virtual) meetings to review the construction documents with City stakeholders and implement any comments resulting from that meeting.
- I. Exceptions – The following items are excluded from this scope but could be added later for an additional cost.
 - a. Assist City with contractor procurement or coordination with Construction Manager At Risk (CMAR).
 - b. Construction Administration.
 - c. As-built Survey/Record drawings.

Task Two - Survey

CPH shall provide Surveying services to obtain point data necessary to create cross sections for all landscape islands to be modified. CPH will utilize data from existing Downtown Streetscape Topographic Survey, prepared by CPH, dated March 10, 2020.



Task Three – Electrical Engineering

CPH shall prepare construction documents identifying the locations of existing raised electrical boxes (147 total) and the necessary details and notes for installation of new ground electric boxes. The tasks shall include:

A. Field verification of locations, sizes and contents of existing 147 raised electrical boxes. It is assumed that the City will provide maintenance personnel to show the CPH engineer locations and to open the boxes.

B. Construction documents will include site location drawings for the raised electrical boxes to be replaced with ground boxes, details on the size of the ground boxes, details on how to install the ground boxes, installation specifications, and instructions on how to enter / exit the new ground boxes with the conduits / cables / wires associated with the boxes. It is assumed that specifications will be shown on the drawings and a separate specification book will not be required.

C. CPH Electrical Engineers will attend one (1) Zoom (or equal virtual) meeting to review the construction documents with City stakeholders and implement any comments resulting from that meeting.

D. Exceptions – The following items are excluded from this scope, but could be added later for an additional cost:

- a. Any redesign of the conduit / cables / wires between boxes is not included. It is assumed that the conduits / cables / wires between boxes are in working order, meet current code requirements, and will not have to be replaced. This condition is to be field verified. If replacement(s) are warranted, a request for Change Order will be filed with the City.
- b. Any additional boxes beyond the 147 described in the scope are not included.
- c. Construction cost estimates are not included.
- d. Construction administration (including shop drawing review, RFI responses and final inspection), permit fees, and bid assistance are not included.

Exhibit B – Sub-Contractors

Sub-Contractors: Not applicable.

Exhibit C - Compensation

Fees:

Task One – Civil Engineering:	\$67,005.00
Task Two - Survey:	\$ 1,875.00
Task Three – Electrical Engineering:	<u>\$22,380.00</u>
Total:	\$91,260.00 Fixed Fee plus Expenses



CITY OF MOUNT DORA

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

DATE: January 4, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Commercial Visual Improvement Program (CVIP) Grant Agreement for 930 N. Donnelly St.

Introduction:

This is a request for the CRA Governing Board to approve a Commercial Visual Improvement Program (CVIP) Grant Agreement for 930 N. Donnelly St.

Discussion:

On May 15, 2018, the CRA Governing Board approved the Commercial Visual Improvement Program (CVIP) under Resolution No. 2018-37 (CRA). A copy of the CVIP resolution and application are posted on the CRA homepage (<http://ci.mount-dora.fl.us/1074/Visual-Improvement-Program>).

The owner has requested a CVIP Grant of \$4,113.39. The owner intends to spend at least \$8,226.78 on the exterior renovations to the building located at 930 N. Donnelly St.. These renovations meet the requirements of the program to improve the overall appearance of the property. These renovations did not require the Historic Preservation Board to approve them as they are landscaping improvements.

Budget Impact:

The total expected cost is \$4,113.39. There is currently \$107,500 allocated in the FY 21-22 budget for economic development incentives.

Strategic Impact:

Objective 1.3 attract new development

Recommendation CRA Board to approve a Commercial Visual Improvement Program (CVIP) Grant Agreement for 930 N. Donnelly Street

Attachment(s):

1. Comm. Visual Improvement Program Application ADA
2. CRA Grant Agreement 930 N Donnelly.SGS

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: Vince Sandersfeld, Planning and Development Director
John McKinney, Finance Director
Sherry Sutphen, City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 12/21/2021

Approved - 12/21/2021

Approved - 12/30/2021

Approved - 12/30/2021

Approved - 12/30/2021

Final Approval - 12/30/2021

Commercial Visual Improvement Program Application
City of Mount Dora Community Redevelopment Agency

APPLICANT INFORMATION

Applicant's Name: BETTY MANNY

Applicant's Corporate Name: N/A

Applicant's Corporate Business Address: N/A

Name of Business at Project Address: HOME VIDEO STUDIO (STE. A)
HUMMINGBIRD STUDIO (STE. B)

Applicant's City of Mount Dora Business Tax Receipt #: 22-00005037

Federal Tax ID Number or Social Security Number: 265-43-8450

Applicant's Phone Numbers: 352-638-2742 Business 352-729-3722 Cell

Applicant's Email Address: bmannye@designinteriors.com

Is Applicant the property owner or a tenant proposing the façade improvements? ☒ Owner
Tenant

PROPERTY INFORMATION

Property Owner's Name: BETTY MANNY

Property Owner's Mailing Address: 734 CHACAL LOOP, MOUNT DORA, FL 32757

Property/Project Address: 930 N. DENNELLY STREET, MOUNT DORA, FL 32757

AltKey Number(s): 1464340

Name of Tenant(s): HOME VIDEO STUDIO (A) HUMMINGBIRD STUDIO (B)

Lease Expiration Date: 09/22 Option to Extend: ☒ Yes ___ No How Long: 3 Years

Property Manager: BETTY MANNY Phone: 352-638-2742 Email: bmannye@designinteriors.com

1. Is the proposed project located in the current CRA? ☒ Yes ___ No

Total Applicant Funds: 4,114.00 Total Anticipated Grant Request: 4,114.00

1. Please provide a description of Proposed Improvements. Please attach a site plan, renderings and/or elevations of the proposed improvements. (APPLICATIONS WILL NOT BE ACCEPTED WITHOUT RENDERINGS, SITE PLAN, AND/OR ELEVATIONS)

- ✓ REPAIR & REWORK HARDSCAPE, PREPARE GROUND TO RECEIVE NEW ROCK, USE & RELOCATE EXISTING FLAGSTONE IN NEW DESIGN. CUT DOWN HIGH SPOT IN WALKWAY TO PREVENT ACCIDENTS.
- ✓ REPAIR, REPOINT EXISTING BRICK FLOWERBED AND PAINT WHITE TO COMPLEMENT TRIM. CLEAN, SAND & PREP TO RECEIVE NEW PAINT MAILBOX & BACKFLOW ASSEMBLY (PAINT BLACK)
- ✓ REMOVE SICK MAPLE TREE & OLD WOODY SHRUBS, GRIND STUMP AND PREPARE GROUND FOR 33 NEW PLANTS AND RELOCATE APPROXIMATELY 30 EXISTING WIRIPE. REPLACE ^{MAPLE} AND PLANT NEW Crape MYRTLE TREE IN SIZE DESIGNATED BY CITY. MULCH NEW BEDS.
- ✓ REWORK & REDESIGN LAYOUT OF CURRENT IRRIGATION SYSTEM TO SERVE PLANTINGS IN NEW LAYOUT AND ELIMINATE DRY SPOTS AND OVER-WATERING HARDSCAPE AREAS.

2. Please describe the extent to which the existing building or on-site improvements are substantially dilapidated.

PROVIDED IMAGES WILL SHOW THAT THE GROUNDS VISIBLE TO DONNELLY STREET HAS STEADILY DETERIORATED OVER THE YEARS AND THE PROPERTY IS IN DIRE NEED OF AN AESTHETIC OVERHAUL.

3. Please describe how you propose to maximize the leveraging of Redevelopment Agency funds through the funds you intend to contribute and how there are no other reasonable means of financing available to fully fund the desired improvements.

I HAVE AVAILABLE FUNDS TO IMPROVE THE PROPERTY IN A LIMITED WAY - HOWEVER IF ADDITIONAL FUNDS ARE AVAILABLE FROM THE REDEVELOPMENT AGENCY, IT WILL ENABLE ME TO PROCEED WITH THE PROPOSED PLAN IN TOTAL, TO PROPERLY CORRECT ALL DEFICIENCIES AND IMPROVE THE PROPERTY FOR MAXIMUM IMPACT.

4. Please describe how you intend to maintain the improvements during the useful life of the improvements.

I HAVE A GROUNDS KEEPER WHO TAKES CARE OF THE PROPERTY GROUNDS ONCE A WEEK.

I PLAN TO REVIEW WITH HIM A NEW PLAN (ONCE THE WORK IS COMPLETED) FOR WEEKLY UPKEEP AND ADD A STRLY THOROUGH CHECK OF ALL ELEMENTS SO THE NEW WORK IS PROPERLY MAINTAINED

5. Current Number of Employees: Full-Time 1 Part-Time _____ Contract 2

Number of Employees (Post Project Completion): Full-Time 1 Part-Time _____

Contract 2

Number of Construction Workers for Project: 2

TOTAL PROJECT BUDGET (Estimated)

USE OF FUNDS (ACTIVITY)	SOURCE OF FUNDS	ESTIMATED COST
MATERIALS & LABOR/CRUSHED CONCRETE	OWNER/CRA GRANT	\$1898.00
MATERIALS & LABOR/RE-SET STONES & EDGING	"	\$ 1491.88
REPAIR/PAINT BRICK BED PREP/PAINT MAILBOX/BACKFLOW ASS)	"	\$ 457.60
MAKE SAFE CONCRETE SIDEWALK	"	\$104.00
REPAIR/REWORK IRRIGATION SYSTEM	"	\$ 1092.00
RELOCATE/PLANT EXISTING LIRIOPE PLANT 33 NEW PLANTS /1 TREE	"	\$1184.30
REMOVE/DISPOSE OF MAPLE TREE GRIND STUMP	"	\$ 1274.00
COST OF 33 NEW PLANTS /1 TREE	"	\$ 725.00
TOTAL PROJECT BUDGET		\$8226.78

The rest of this page is intentionally left blank.

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work, which has commenced prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started prior to the execution of the Agreement shall be the Applicant's responsibility. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. Applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP grant funds.

Applicant also acknowledges that it has received a copy of the "CRA Redevelopment Plan."



Signature of Applicant

10 Dec. 2021

Date

Notary 

Bryan J Bowerman Notary Public State of Florida My Commission Expires 10/07/2024 Commission No. HH 112490

ATTACHMENT "5"
CVIP Real Property Owner Consent

STATE OF FLORIDA }
} ss: COUNTY OF LAKE }

I, BETTY MANN, owner and/or authorized representative of AltKey#
1464340, also commonly known as 730 N. DONNELLY ST. hereby
consent to the proposed exterior improvements on the above-listed property and consent to the
participation in the Visual Improvement Program, which are to be undertaken by OWNER,
the ~~tenant and/or business~~ owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual
Improvement Program, the city of Mount Dora will record a non-exclusive façade easement and
building maintenance agreement to the above-listed property, at the completion of the pre-
qualified improvements. The documents will be recorded in the County Clerk of Courts Office of
Lake County, Florida Records for a period of five years. The property owner and/ or business
owner will have the option to repurchase the façade easement and building maintenance
agreement from the Agency during the five-year period.

DATED this 10th day of DEC., 2021. Authorized Signature: [Signature]

SIGNED AND SWORN TO before me

this 10th day of Dec., 2021, by Betty Mann.

NOTARY SEAL: [Signature]

Notary Public, State of Florida

My commission expires: 10-07-2024

Bryan J Bowerman
Notary Public
State of Florida
My Commission Expires 10/07/2024
Commission No. HH 112490



CFN 2005139692
Bk 02940 Pg 13387 (1pg)
DATE: 09/07/2005 12:38:44 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 10.00
DEED DOC 2,723.00

Prepared By: Lucinda Walker
Apple Title, Ltd.
2752 DORA AVE
Tavares, FL 32778
incidental to the issuance of a title insurance policy.
File Number: a05-530
Parcel ID #: 29-19-27-001003100008

WARRANTY DEED (CORPORATE)

This WARRANTY DEED, dated 09/02/2005 by BLUE BONNET PROPERTIES, LLC, a Florida limited liability company and MAURICE SIMPSON, a married person, whose post office address is 5 S. CENTRAL AVENUE, APOPKA, FL 32703 hereinafter called the GRANTOR, to BETTY MANRY a single person, whose post office address is 2046 TREASURE COAST PLAZA #307, VERO BEACH, FL. 32960, hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Lake County, FL, viz:

The South 50 feet of the Northwest ¼ of Block 31 in Section 30, Township 19 South, Range 27 East, in the City of Mount Dora, Florida, according to the Official Map thereof as recorded in Plat Book 3, Pages 37 through 43, inclusive, Public Records of Lake County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2005 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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

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

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

BLUE BONNET PROPERTIES, LLC

Signature: Lucinda Walker
Print Name: LUCINDA WALKER

Signature: Sandra L. Sanchez
Print Name: SANDRA L. SANCHEZ

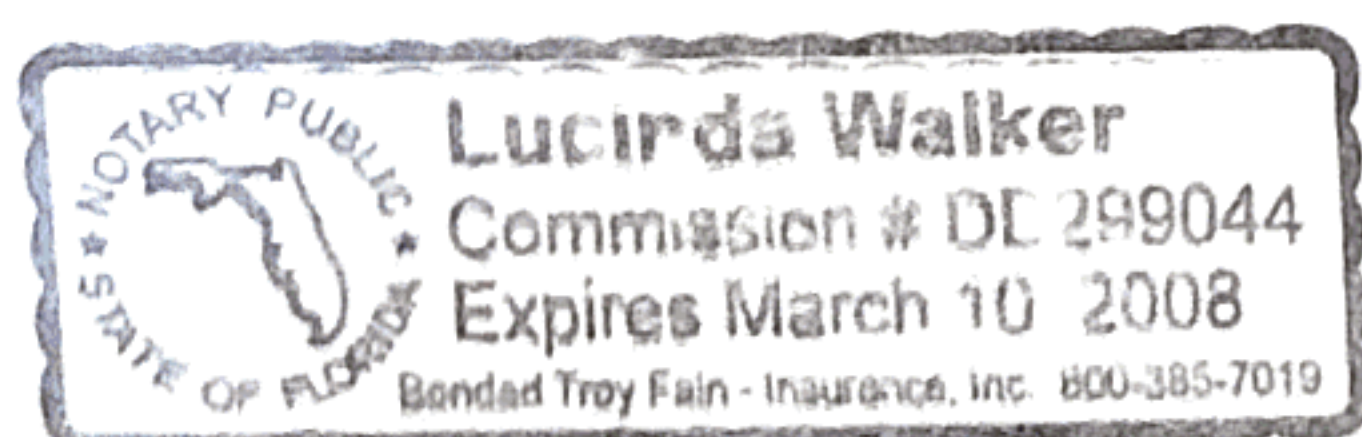
By: James M. Fluker
JAMES M. FLUKER, MANAGING MEMBER

By: Maurice Simpson
1433 HOLLY GLEN RUN
APOPKA FL 32703

STATE OF Florida
COUNTY OF Lake

THE FOREGOING INSTRUMENT was acknowledged before me this September 2, 2005 by JAMES M. FLUKER, MANAGING MEMBER of BLUE BONNET PROPERTIES, LLC, a Florida limited liability company and MAURICE SIMPSON, a married person on behalf of the corporation. He/She is personally known to me or has produced photo ID as identification.

(SEAL)



Lucinda Walker
Notary Public LUCINDA WALKER
Print Name:
My Commission Expires:



CITY OF MOUNT DORA TREE REMOVAL PERMIT

Public Works Department
900 N. Donnelly Street
(352) 735-7151 - phone
(352) 735-1539 - fax

Please allow a minimum of three (3) business days for review.

Applicant's Name: BETTY MANNY Phone No.: 352-638-2742

Applicant's Fax No. or E-mail Address: bmanny@designinteriors.com

Owner's Name: SAME AS APPLICANT Phone No.: SAME AS ABOVE

Address: 930 N. DONNELLY STREET

Exact location and type of tree(s): MAPLE TREE ON SOUTH SIDE OF
FRONT YARD NEAR OUR MAILBOX

ARE THE TREES:

Restricting the economic use of the property?	Yes ☐	No ☐
Incurably infected by disease?	Yes ☐	No ☐
In danger of falling?	Yes ☐	No ☐
Too close to existing or proposed structures?	Yes ☐	No ☐
Too close to existing utility services?	Yes ☐	No ☐

Please give a brief explanation of the reason it is necessary to remove this tree: _____

IT APPEARS TO BE SICK OR DYING

I hereby understand that the utilities or zoning official may require that a tree be planted to replace any that are permitted to be removed. I further understand that if this request is denied, I may appeal the denial by written notice filed with the City Clerk of the City of Mount Dora. This notice shall set forth all grounds for the appeal. Under the provisions of Chapter 90, Code of Ordinances, any person, firm or corporation violating this article shall be subject to a fine of up to five hundred dollars (\$500).

[Signature]
Applicant's Signature

11/30/21
Date

APPROVED: ✓

DENIED: _____

COMMENTS: Removal of one 18.75 caliper inch maple tree. One canopy tree to be
replaced at 2 1/2 caliper inches and eight feet in height within 6
months of permit issuance.

Shelby Eldridge
Inspector's Signature

12-7-2021
Date

APPROVED TREE REMOVAL PERMITS EXPIRE ONE (1) YEAR FROM APPROVAL DATE

City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757-0176
Phone: (352) 735-7112

LOCAL BUSINESS TAX

BUSINESS TAX NUMBER:

22-00004845

VALID PERIOD: October 06, 2021 TO September 30, 2022

BUSINESS CATEGORY: PHOTO STUDIO

BUSINESS LOCATED: 930 N DONNELLY ST A

ISSUED TO:

HOME VIDEO STUDIO

930 N DONNELLY ST A
MOUNT DORA, FL 32757

Tax Fee Paid: \$80.00

Amount Due: \$0.00

This is for your records - DO NOT PAY

Approved and Issued by the
City of Mount Dora
Planning and Development Office

THIS CERTIFICATE MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

Your Business Tax Receipt can now be paid

City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757-0176
Phone: (352) 735-7112

LOCAL BUSINESS TAX

BUSINESS TAX NUMBER:

22-00005037

VALID PERIOD: November 08, 2021 TO September 30, 2023

BUSINESS CATEGORY: DESIGNER

BUSINESS LOCATED: 930 N DONNELLY ST B

ISSUED TO:

**HUMMINGBIRD STUDIO (DBA)
DESIGN INTERIORS CO.**

**BETTY MANRY
930 N DONNELLY ST B
MOUNT DORA, FL 32757**

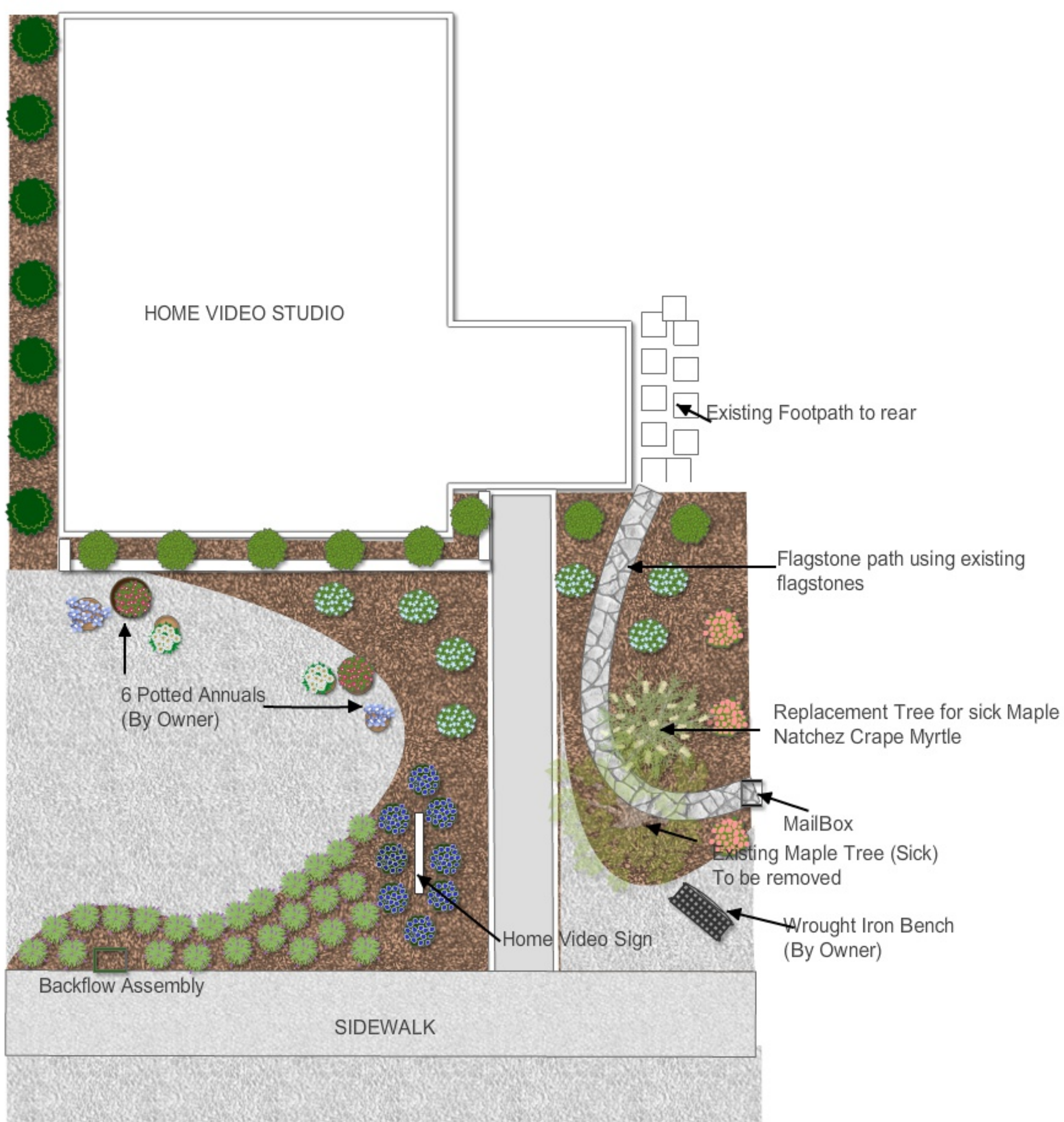


**Tax Fee Paid: \$83.00
Amount Due: \$0.00**

This is for your records - DO NOT PAY

**Approved and Issued by the
City of Mount Dora
Planning and Development Office**

THIS CERTIFICATE MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS



LEGEND



1 EA 2.5 Caliper Inch 8' Tall Natchez Crape Myrtle



7 EA 2 Gallon Japonicum Ligustrum



7 EA 2 Gallon Blue Plumbago



8 EA 2 Gallon Aboricola Schefflera



3 EA 2 Gallon Rosa Sinesis Hibiscus (Orange/Coral)



8 EA 1.5 Gallon Evolvus Blue Daze



30 EA Existing Gigantea Liriope (Relocated)

**930 NORTH DONNELLY STREET
MOUNT DORA, FL 32757**

PLAT OF BOUNDARY SURVEY

DESCRIPTION (As Furnished)

THE SOUTH 50 FEET OF THE NORTHWEST 1/4 OF BLOCK 31 IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN THE CITY OF MOUNT DORA, FLORIDA, ACCORDING TO THE OFFICIAL MAP THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 37 THROUGH 43. INCLUSIVE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SCALE: 1" = 30'

FOUND 4" ROUND
CONCRETE MONUMENT
& CAP RLS # 1571

KNOWN AS: DONNELLY ST.

PLATTED AS: DONNELLY AVE.

60' PLATTED RIGHT OF WAY

ASPHALT ROADWAY

S 00°00'00" W
50.00' (D&M)

S 00°00'00" W 89.99' (P)

SET PK NAIL
LB # 6948
WALK IS 0.7' OFF
EDGE OF PAVEMENT
IS 1.0' N

THE REMAINDER
OF BLOCK 31
(NOT INCLUDED)

S 89°37'10" E 135.17' (M)

FOUND 4 X 4 "
CONCRETE MONUMENT
NO IDENTIFICATION

A PORTION
OF BLOCK 31
(INCLUDED)

SINGLE STORY
RESIDENCE # 930

ONE STORY
BUILDING

S 00°05'01" W
49.90' (M)
50'(D)

THE REMAINDER
OF BLOCK 31
(NOT INCLUDED)

FOUND 4 X 4 "
CONCRETE MONUMENT
NO IDENTIFICATION
WALK IS 0.9' OFF

S 89°39'36" E 135.09' (M)

FOUND 4 X 4 "
CONCRETE MONUMENT
NO IDENTIFICATION

THE REMAINDER
OF BLOCK 31
(NOT INCLUDED)

PRELIMINARY SURVEY

NOTE: A TITLE COMMITMENT, WHICH MAY OR MAY NOT REFLECT ADDITIONAL DOCUMENTATION, HAS NOT BEEN FURNISHED TO THIS FIRM, THEREFORE, NO ADDITIONAL DOCUMENTATION WHICH MAY OR MAY NOT AFFECT THIS SURVEY HAS BEEN REFLECTED ON THIS SURVEY. IF ADDITIONAL DOCUMENTATION IS FURNISHED, THIS SURVEY MAY BE SUBJECT TO CHANGE.

CERTIFIED TO:

BETTY MANRY
APPLE TITLE, LTD.

Based on the FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, Lake County, Florida, Community Panel Number 120137 0367 D, last dated 7/3/02, it appears from a scaling of said map that the land described hereon is shown to be in Zone "X", (AREA OF MINIMAL FLOODING)
Said map is not a Survey and no responsibility is taken for the information contained in or the accuracy of the above referenced map.

- This Plat represents a Boundary Survey of the description as furnished Harrison Surveying and Mapping, Inc. per client's instruction and makes no claims regarding ownership or rights of possession.
- Bearings shown hereon are based on the WEST line of described parcel. Being NORTH, an ASSUMED DATUM.
- This surveyor has not searched the public records or abstracted the land shown hereon for easements, right of ways, covenants and restrictions or other pertinent documents which may be found in the public records of this county. This research was not included in the scope of services of this firm.
- The relative distance accuracy for boundary dimensions shown hereon is in excess of 1 Foot in 10,000 Feet.
- Underground improvements and utilities have not been located.
- This survey performed by Harrison Surveying and Mapping, Inc. is for the singular use by the clients named hereon for the express stated purpose listed hereon. This drawing is not legally binding without my signature and original raised embossed seal. No third party is authorized to use this drawing in any way, and this surveyor shall not be held liable for damages resulting from the unauthorized or illegal executions or attempts at circumventing prescribed laws or professional fee payments. All plats, reports, notes, plans, specifications, computer files, field notes or data, other documents and instruments prepared by this firm as instruments of survey shall remain the property of this firm. This firm shall retain all common law, statutory and other reserved rights, including the copyright thereto. The original of this drawing remains the property of Harrison Surveying and Mapping, Inc..

HARRISON SURVEYING AND MAPPING, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
Certificate of Authorization #LB 6948
32529 Okaloosa Trail
Sorrento, Florida 32776
Phone: (352) 735-1263
JOB NO. 05-3028d Sheet 1 of 1

HSM INC

REVISIONS AND ADDITIONS

LEGEND:

Δ	= Delta (Intersection Angle)	■	DENOTES CONCRETE
R	= Radius	WF	= Wood Fence
L	= Arc Length	(M)	= Measured
C.B.	= Chord Bearing	CBW	= Concrete Block Wall
Ch	= Chord Length	PI	= Point of Intersection
PC	= Point of Curvature	CNF	= Corner Not Found
PT	= Point of Tangency	OHUL	= Overhead Utility Lines
PB	= Plat Book	PGB	= Point of Beginning
PG (S)	= Page(s)	PQC	= Point of Commencement
PRC	= Point of Reverse Curvature	(D)	= Per Description
CLF	= Chain Link Fence	BSL	= Building Setback Line
A/C	= Air Conditioner	RP	= Radius Point
R/W	= Right-Of-Way	(R)	= Radial
PCC	= Point of Compound Curvature	(NR)	= Non Radial
(P)	= Per Plat	CNA	= Corner Not Accessible
⊕	= Centerline	(C)	= Calculated
□	= REC	TB	= Tangent Bearing
○	= REC	BFE	= Base Flood Elevation
⊙	= Denotes Utility Pole		

DRAWING: 05-3028d.DWG

SURVEY DATE: 08/24/05

INTENDED DISPLAY SCALE: 1" = 30'

DRAWN: RBB

EXPECTED USE OF THIS LAND: COMMERCIAL PURPOSES

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 22.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DOUGLAS S. WILLIS, Florida Registration # 5984

FOR THE FIRM:

**CITY OF MOUNT DORA
COMMUNITY REDEVELOPMENT AGENCY
COMMUNITY VISUAL IMPROVEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is made by and between the City of Mount Dora Community Redevelopment Agency, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CRA", and Betty Manry and The Revocable Living Trust of Betty N. Manry, Trustee, Betty N. Manry, 930 N. Donnelly St., Mount Dora, Florida 32757, hereinafter referred to as "GRANTEE".

WITNESSETH

WHEREAS, pursuant to CRA Resolution 2018-37, the CRA created the Commercial Visual Improvement Grant Program (Program) consistent with the CRA Redevelopment Plan of 2019; and

WHEREAS, the purpose of the Program is to revitalize the community by helping to facilitate property renovation in the area; and

WHEREAS, the GRANTEE filed an application with the CRA, as required by the Program, seeking to renovate its property that is located within the boundaries of the CRA; and

WHEREAS, the CRA has determined that the application is complete and that the GRANTEE meets the requirements of the Program; and

WHEREAS, the CRA desires to provide funding to the GRANTEE pursuant to the Program as set forth hereafter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. **RECITALS.**

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

SECTION 2. **PROPERTY.**

The GRANTEE is the owner of that property located at 930 N. Donnelly St., Mount Dora, Florida (Property). The Property is located within the City of Mount Dora Redevelopment Agency boundaries.

SECTION 3. **OBLIGATIONS OF THE PARTIES.**

A. GRANTEE

1. Within One Hundred Eighty (180) days after the execution of this Agreement, the GRANTEE must complete or cause to be completed the

construction work on its project as set forth in the application approved by the CRA and/or the City of Mount Dora or any required City of Mount Dora permits (Project). Any and all Project documents submitted to the CRA and the City of Mount Dora are incorporated herein by this reference; however, in the event of a conflict between the terms and conditions of this Agreement and the Project documents, the terms and conditions of this Agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the Project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA nor the City of Mount Dora shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the Project.
5. The GRANTEE shall ensure that the Project is completed by contractor(s) who possess the required federal, state and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the Project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders and regulations of any federal, state, county and municipal governments, as well as their respective departments, commissions, boards and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the Project, the GRANTEE shall submit its certificate of occupancy, or other notice of Project completion, photos of the completed work, all invoices issued for the Project, proof of payment in full and any and all other reasonably requested documentation to the CRA.
8. The GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of at least five (5) years unless otherwise agreed to by the CRA. If the GRANTEE fails to maintain the Project improvements for a period of five (5) years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.

9. During construction of the Project, the GRANTEE shall maintain a sign on the property indicating sponsorship by the CRA and the City of Mount Dora pursuant to the Program.
10. At times relevant to this Agreement, the GRANTEE shall maintain general liability insurance, in amounts acceptable to the CRA, to protect the Property upon which the Project is being constructed.

B. CRA

1. Upon receipt of the appropriate documentation related to completion of the Project and proof of payment in full, the CRA shall determine the amount of the grant.
2. Within thirty (30) days after the grant amount has been determined, the CRA shall remit payment to the GRANTEE in an amount not to exceed Four Thousand One Hundred Thirteen Dollars and 39/100 (\$4,113.39) for up to fifty percent (50%) of the total eligible construction costs.

SECTION 4. ERRORS IN DISBURSEMENT.

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the Program.

SECTION 5. ENTIRE AGREEMENT.

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

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 7. RELATIONSHIP OF THE PARTIES.

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of the CRA or the City

of Mount Dora for any purpose whatsoever.

SECTION 8. **INDEMNIFICATION.**

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

SECTION 9. **BINDING EFFECT.**

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

SECTION 10. **ASSIGNMENT.**

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the CRA.

SECTION 11. **SEVERABILITY.**

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

SECTION 12. **WAIVER.**

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

SECTION 13. **FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes delay in the GRANTEE's completion of the Project, the City Manager may administratively extend the 180 (one hundred eighty) day completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the CRA governing board.

SECTION 14. **NOTICE.**

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

CRA: City of Mount Dora
 Community Redevelopment Agency
 Attn: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32757

Copy to: Roper, P.A.
 Sherry G. Sutphen, Esquire
 2707 E. Jefferson Street
 Orlando, Florida 32801

GRANTEE: Betty Manry, individually and as Trustee of
 The Revocable Living Trust of Betty N. Manry
 930 N. Donnelly Street
 Mount Dora, Florida 32757

SECTION 15. **MODIFICATION.**

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

SECTION 16. **HEADINGS.**

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

SECTION 17. **JOINT AUTHORSHIP.**

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

SECTION 18. **ANTI-DISCRIMINATION.**

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by the CRA and/or the City of Mount Dora in connection with any aspect of the Program, the Project or this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2022.

**CITY OF MOUNT DORA
COMMUNITY REDEVELOPMENT
AGENCY**

Crissy Stile, Chair

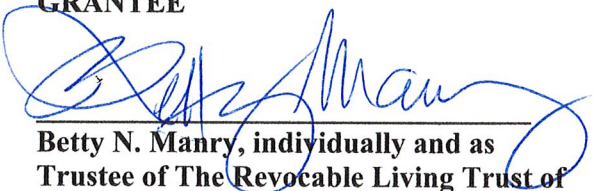
ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen
City Attorney

GRANTEE

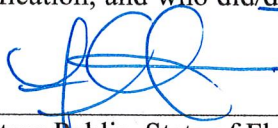

Betty N. Manry, individually and as
Trustee of The Revocable Living Trust of
Betty N. Manry

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or [] online notarization of Betty N. Manry who personally swore or affirmed that she is
authorized to execute this Agreement and who is personally known to me or who produced
FL DL M560-094-48-022-0 as identification, and who did/did not take an oath
this 30th day of December, 2021.



Faith Gibbs
Notary Public
State of Florida
Comm# HH151817
Expires 7/11/2025


Notary Public, State of Florida
Faith Gibbs

Florida DRIVER LICENSE  USA

4a ID# **M560-094-48-822-0** 9 CLASS **E**

1 NAME
2 **BETTY NAGESWARI**
3 **8734 CHACALL LOOP**
4 **MOUNT DORA, FL 32757-8708**

5 DOB **09/02/1948** 15 SEX **F**
4b EXP **09/02/2028** 16 HGT **5'-00"**
12 REST **NONE** 18 END **NONE**

SAFE DRIVER
4a ISS **07/21/2020**
5DD **X072007210089**

Operation of a motor vehicle constitutes consent to any sobriety test required by law.