



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

Mayor Crissy Stile

Vice-Mayor Marc Crail
District 4

Councilmember John Cataldo
District 1

Councilmember Cal Rolfson
District 2

Councilmember Austin Guenther
District 3

Councilmember Nate Walker
District 5

Councilmember Doug Bryant
At-Large

MOUNT DORA CITY COUNCIL
March 1, 2022, 6:00 PM
City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

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.
- 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

BOARD APPOINTMENTS

CONSENT AGENDA

- | | |
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| Request acceptance of the Warranty Deed from Cottages on 11th, LLC | 4 |
| 2 Request approval of Resolution No. 2022-16, related to the Lakeside at Waterman Village - Waiver of Security Deposit for City Utilities | 12 |
| Request Approval of Meeting Minutes
February 14, 2022 City Council Work session Minutes
5 2022
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ACTION ITEMS

- | | |
|---|-----|
| 1. Request for Approval of Amendment 2 to the Agreement between the City of Mount Dora and CPH related to the WWTP#1 Project | 30 |
| 2. Request Approval of of Amendment 2 to the Professional Services Agreement between the City of Mount Dora and ADG for Public Works Facility Phase 2 Design and Engineering Services | 42 |
| 3. Request Approval to Seek Private Contributions/Funding to Construct up to Six (6) Pickleball Courts at Summerview Park | 107 |
| 4. City Attorney report related to Sunshine Law matter involving James Homich | |

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

- | | |
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| 1. Request approval of First Reading of Ordinance No. 2022-04, Annexation for 6.96 Acres at US 441 and Bristol Lakes Road. | 124 |
| 2. Request approval of Single Reading (Final) Ordinance No. 2022-05, Small-Scale Future Land Use Map Amendment for 6.96 Acres parcel of US 441 and Bristol Lakes Road. | 159 |
| 3. Request approval of First Reading of Ordinance No. 2022-06, Change in Zoning for Mount Dora Self Storage Final PUD | 204 |

CITY MANAGER

- | | |
|--------------------------|-----|
| 1. City Manager's Report | 242 |
| 2. Lobbyist Update | 249 |

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Council Member John Cataldo
- Council Member Austin Guenther
- Council Member Cal Rolfson
- Council Member Nate Walker

- Council Member Doug Bryant
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- March 7, 2022, 10:30 AM, City Council Work Session
- March 15, 2022 6:00 PM, Regular Session
- April 5, 2022 6:00 PM, Regular Session
- April 19, 2022, 6:00 PM, Regular Session

ADJOURNMENT

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

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT 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: March 1, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request acceptance of the Warranty Deed from Cottages on 11th, LLC

Introduction:

Request acceptance of the Warranty Deed from Cottages on 11th, LLC granting that property on the lakeside of Old Highway 441 to the City of Mount Dora as part of the Cottages on 11th project and authorization for the Mayor to execute the Deed on behalf of the City.

Discussion:

The Cottages on 11th residential master planned community project was approved in December 2019 and site work is currently under construction with completion in Spring 2022. The developer/owner for the Cottages on 11th made a commitment to deed the 1.05 acre lakefront parcel to the City (shown on Attachment "1" - Area Map and Attachment "2" - Boundary Survey). The City currently owns the stormwater area adjacent to the east with access via Lake Dora Road (boathouse row). The City maintains the stormwater parcel in its natural state. The parcel fronts Lake Dora. The City has stipulated it will routinely remove weeds and vines to keep the parcel in natural condition and ensure visibility is not obstructed for the residents at the Cottages on 11th. There are no immediate plans for the site and the trees and natural vegetation will remain, except for occasional clearing of weeds and overgrowth. Access to this parcel is limited due to the adjacent railroad. The main aspect of this parcel being deeded to the City is to ensure the lands along Lake Dora shoreline are for the benefit of the community. Lake Dora shoreline lands deeded to the City have occurred previously and this is a common practice for development like the Cottages on 11th.

Budget Impact:

The additional land will require minimal maintenance and routine removal of weeds, etc as needed and under normal budget operations.

Strategic Impact:

GOAL 2: Infrastructure

Recommendation City Council to accept the Warranty Deed from Cottages on 11th, LLC granting that property on the lakeside of Old Highway 441 to the City of Mount Dora as part of the Cottages on 11th project and authorization for Mayor to execute the Deed on behalf of the City.

Attachment(s):

1. Attachment 1 Lake Front Parcel Area Map
2. Attachment 2 Boundary Survey
3. Warranty Deed.Seller signed (Rev2-20-22 VS)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: John McKinney, Finance Director

Josef Grusauskas, Utilities & Plant Operations Director

Amy Jewell, Leisure Services Director

Sherry Sutphen , City Attorney

Jessica Burnham, City Clerk

Patrick Comiskey, City Manager

Approved - 2/22/2022

Approved - 2/22/2022

Approved - 2/22/2022

Approved - 2/22/2022

Approved - 2/23/2022

Final Approval - 2/24/2022



1 inch = 227 feet

AREA MAP

Map Date: 8/22/2019



Prepared by and return to:
Alton L. Lightsey, Esq.
Lightsey & Associates, P.A.
2105 Park Avenue North
Winter Park FL 32789

WARRANTY DEED

THIS WARRANTY DEED, made and executed as of the ____ day of _____, 2022, by COTTAGES ON 11TH, LLC, a Florida limited liability company (“Grantor”), whose address is 2105 Park Avenue North, Winter Park, FL 32789 to and in favor of CITY OF MOUNT DORA, a Florida municipal corporation (“Grantee”), whose address is 510 N. Baker Street, Mount Dora, Florida 32757.

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents, does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in Lake County, Florida, more particularly described on Exhibit “A” attached hereto (the “Real Property”);

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the Real Property in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Real Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Real Property; and that the Grantor fully warrants the title to the Real Property and will defend the same against the lawful claims of all persons whatsoever.

THE conveyance made herein, however, is expressly made to ad valorem real property taxes and assessments for the year 2022 and thereafter, and subject to easements, covenants and restrictions of record, the reference to which herein shall not operate to reimpose the same of record.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Print name: Marcy B. Kast

Print name: Virginia L. Manning

COTTAGES ON 11TH, LLC, a Florida limited liability company

By: John T. Lightsey, Jr.

John T. Lightsey, Jr., Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1ST day of February, 2022 by John T. Lightsey, Jr., as Manager of Cottages on 11th, LLC, on behalf of the company, by means of ☒ physical presence or ☐ online notarization, and who is ☐ personally known to me, or ☐ who has produced _____ as identification.

(Notary Seal)



Notary Public Marcy B. Kast

Print name: Marcy B. Kast

Commission No. HH 151206

My Commission expires: 7/14/25

The real property granted by this instrument is hereby accepted by the City of Mount Dora, Florida this ____ day of _____, 2022.

Crissy Stile, Mayor

EXHIBIT A

Legal Description

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4109, PAGES 167-168, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA LYING SOUTHERLY OF OLD HIGHWAY 441 LOCATED IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 22 OF SAID OFFICIAL MAP OF MOUNT DORA; THENCE RUN SOUTH 89°40'31" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF ELEVENTH AVENUE FOR A DISTANCE OF 305.00 FEET TO THE CENTERLINE OF THE NOW VACATED ANNIE STREET PER DEED BOOK 288, PAGE 511, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND AS SHOWN ON SAID OFFICIAL MAP OF MOUNT DORA, THENCE DEPARTING AFORESAID SOUTH RIGHT OF WAY LINE RUN SOUTH 00°19'34" EAST ALONG THE FORMER CENTERLINE OF SAID ANNIE STREET FOR A DISTANCE OF 149.98 FEET; THENCE DEPARTING SAID FORMER CENTERLINE OF ANNIE STREET RUN SOUTH 89°40'31" WEST ALONG THE NORTH LINE OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1272, PAGE 1658 AND OFFICIAL RECORDS BOOK 4617, PAGE 990, INCLUSIVELY, FOR A DISTANCE OF 160.22 FEET TO THE NORTHWEST CORNER OF SAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 4617, PAGE 990; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°19'34" EAST ALONG THE WESTERLY LINE OF SAID PARCEL RECORDED IN OFFICIAL RECORDS BOOK 4617, PAGE 990, FOR A DISTANCE OF 103.00 FEET; THENCE CONTINUING SOUTH 34°19'36" WEST ALONG SAID WESTERLY LINE, SAID LINE ALSO BEING THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4109, PAGE 167, FOR A DISTANCE OF 660.91 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OLD HIGHWAY 441 ACCORDING TO LAKE COUNTY RIGHT OF WAY MAINTENANCE MAP BOOK 2, PAGES 2 THROUGH 11, SAID POINT LYING 10.00 FEET MORE OR LESS, NORTHERLY OF THE NORTH EDGE OF PAVEMENT; THENCE CONTINUE SOUTH 34°19'36" WEST ALONG THE SOUTHWESTERLY EXTENSION OF SAID EASTERLY LINE, A DISTANCE OF 96.47 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CSX RAILROAD, ACCORDING TO LAKE COUNTY RIGHT OF WAY MAINTENANCE MAP BOOK 2, PAGES 2 THROUGH 11, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 34°19'36" WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 76.06 FEET TO A 5/8 INCH, IRON ROD AND CAP STAMPED LB 6676, SAID POINT BEARS SOUTH 71°17'46" EAST A DISTANCE OF 361.72 FEET AS A TIE LINE FOR GEOMETRIC CLOSURE, THENCE CONTINUE SOUTH 34°19'36" WEST FOR A DISTANCE OF 34.5 FEET MORE OR LESS TO THE WATERS OF LAKE DORA; THENCE RUN NORTHWESTERLY ALONG THE WATERS OF LAKE DORA FOR 363 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE WESTERLY LINE OF BLOCKS 24, 25 AND 40, OFFICIAL MAP OF MT. DORA, SECOND ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 39, PUBLIC RECORDS OF LAKE

COUNTY, FLORIDA; THENCE DEPARTING SAID WATERS OF LAKE DORA, NORTH 19°31'34" EAST, ALONG SAID SOUTHWESTERLY EXTENSION, 40.8 FEET MORE OR LESS TO A 5/8 INCH IRON ROD AND CAP STAMPED LB 7514 WITNESS, SAID POINT BEARS NORTH 71°17'46" WEST, A DISTANCE OF 361.72 FEET AS A TIE LINE FOR GEOMETRIC CLOSURE; THENCE CONTINUE NORTH 19°31'34" EAST ALONG SAID SOUTHWESTERLY EXTENSION OF THE WESTERLY LINE, A DISTANCE OF 99.77 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CSX RAILROAD, ACCORDING TO LAKE COUNTY RIGHT OF WAY MAINTENANCE MAP BOOK 2, PAGES 2 THROUGH 11; THENCE RUN SOUTH 67°18'51" EAST ALONG SAID SOUTHERLY CSX RAILROAD RIGHT OF WAY LINE, A DISTANCE OF 381.69 FEET TO THE POINT OF BEGINNING.



CITY OF MOUNT DORA

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

DATE: March 1, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Resolution No. 2022-16, related to the Lakeside at Waterman Village - Waiver of Security Deposit for City Utilities

Introduction:

Lakeside at Waterman Village - Waiver of Security

Discussion:

Lakeside at Waterman Village has requested all utility deposits be waived. They have been customers of the City for approximately thirty years as Waterman Village. We have supplied Waterman Village with water, sewer, stormwater and sanitation with an outstanding payment history. Lakeside at Waterman Village will have all of the same utilities with the addition of electricity.

The estimated deposit is expected to be roughly \$30,000 but could be higher. Our deposits are governed by Article IV of our Code of Ordinances under Section 44-250 that requires all Non-Residential customers to have deposits on file. Waterman Village does not have a deposit on file as this requirement was not in effect when that development was built.

The waiver of utilities would set a precedent for all future non-residential and residential customers.

Budget Impact:

None at this time

Strategic Impact:

Fiscal Sustainability

Recommendation Dependent on Council Action

Attachment(s):

1. Attachment #1 -Letter to Mount Dora regrading Lakeside waiver request-utilities (1)
2. Resolution 2022-16.Lakeside at Waterman Waiver of Secuirty Deposit.SGS

Prepared by: John McKinney, Finance Director

Reviewed by: Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 2/24/2022

Approved - 2/24/2022

Final Approval - 2/24/2022



ADMINISTRATION & FINANCE
250 Brookfield Avenue
Mount Dora, Florida 32757
(352) 383-0051 – Fax: (352) 383-4693
www.watermanvillage.com

February 3, 2022

City of Mount Dora
Utilities Department
510 North Baker Street
Mount Dora, FL 32757

To whom it may concern:

Lakeside at Waterman Village is requesting a waiver of the security deposit for electric, garbage, water, and sewer.

Waterman Village has been a partner with the City of Mount Dora for over 30 years, keeping current with all our utility payments and continuously providing financial support via sponsorships and contributions to many events. As one of Mount Dora's largest employers and taxpayers, we remain committed to supporting the city and its residents.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Murdock", is written over a faint, larger blue ink signature.

Heardley Murdock, MBA
Vice President & Chief Financial Officer

RESOLUTION 2022-16

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE REQUEST FOR WAIVER OF CITY UTILITY SECURITY DEPOSITS FOR LAKESIDE AT WATERMAN VILLAGE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REQUEST FOR WAIVER OF SECURITY DEPOSIT; 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, City of Mount Dora Code of Ordinances, Chapter 44, Article IV, Section 44-250, governs City Utility security deposits (Code); and

WHEREAS, the City's Code only provides for a security deposit waiver policy for residential customers; and

WHEREAS, Lakeside at Waterman Village is in the process of being constructed and will be a new commercial customer utilizing multiple City Utilities; and

WHEREAS, on February 3, 2022, Lakeside at Waterman Village filed a request for a waiver of the security deposit with the City; and

WHEREAS, because the City Code does not contain a waiver of security deposit policy for commercial customers, only the City Council is authorized to make such a decision; and

WHEREAS, having considered the request of Lakeside at Waterman Village for waiver of City Utility security deposit, having considered all of the information presented related to the request and having determined that such a request can only be considered on a case by case basis, the City hereby finds as set forth hereinafter.

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. Request for Waiver of Security Deposit. The City of Mount Dora hereby **GRANTS/DENIES** the Lakeside at Waterman Village request for waiver of City Utility security deposit.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action 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 waiver of the City Utility security deposits for Lakeside at Waterman Village, as well as any 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 _____, 2022.

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



CITY OF MOUNT DORA

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

DATE: March 1, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Meeting Minutes
- February 14, 2022 City Council Worksession Minutes
- February 15, 2022 Regular City Council Minutes
- February 15, 2022 Northeast CRA Governing Board Minutes

Introduction:

This is a request for City Council to approve meeting minutes.

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation City Council to Approve Meeting Minutes.

Attachment(s):

1. February 14, 2022 City Council Worksession Minutes
2. February 15, 2022 Regular City Council Minutes
3. February 15, 2022 Northeast CRA Governing Board Minutes

Prepared by: Jessica Burnham, City Clerk

Reviewed by: Merry Lovern, Executive Assistant

Final Approval - 2/23/2022

CITY OF MOUNT DORA, FLORIDA
WORK SESSION MINUTES



February 14, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called the Work Session of City Council to order at 10:30 A.M. in the Mount Dora Council Chambers.

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Austin Guenther, District 3
Nate Walker, District 5
Doug Bryant, At Large

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

DISCUSSION ITEMS

1. Northeast Community Resource Center

Adam Sumner, CRA Administer, provided the Council with the history of the discussion item.

Discussion took place about settling the location of the Resource Center, the history of the item, staffing the center, and cost associated with the project.

2. Community Tree Canopy

Joe Grusauskas, Public Works & Utilities Director, spoke on the item and stated the city operates and follows the code.

Robert Harper, Public Works Manager, discussed the definition of a dangerous tree, the cause of a diseased tree, and the tree program.

Discussion ensued on assessing trees, trimming/ pruning trees, and what trees are considered for replacement trees.

Discussion then continued on the possibility of having a third party arborist, the possibility of having a tree committee/board, tree inventory, and the neighborhood tree program.

3. Recycling

Mr. Grusauskas spoke about the item and briefly gave the council the history of the item,

Discussion ensued on the contract with waste management, possibly re-educating the public on the current program, and increasing the drop off sites within the city.

4. Parking

** This item was moved to the next City Council Workshop on March 7, 2022.*

FUTURE MEETING DATES

1. February 15, 2022, 6:00 PM, Regular Session
2. March 1, 2022, 6:00 PM, Regular Session
3. March 7, 2022, 10:30 AM, City Council Work Session
4. March 15, 2022, 6:00 PM, Regular Session

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 12:34 p.m.

**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES**



**February 15, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called the Regular Session of City Council to order at 6:00 P.M. in the Mount Dora Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

Councilmember Cataldo led a Moment of Silence and Pledge of Allegiance to the Flag.

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Austin Guenther, District 3
Nate Walker, District 5
Doug Bryant, At Large

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

PRESENTATIONS

1. Certificate of Recognition for Irene O'Malley

Mayor Stile presented Irene O'Malley with a Certificate of Recognition.

Irene O'Malley thanked the council for this wonderful honor and stated that the need to feed the hungry is still out there.

2. Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year Ended September 30, 2020

Ken Burke, Pinellas County Clerk of the Court, presented the Finance department with the certificate of achievement for excellence in financial reporting for the fiscal year ended September 30, 2020.

PUBLIC COMMENTS

Mayor Stile opened public comment

Jim Wentz, 1977 Weymouth Court, inquired about the potential Florida Sunshine Law violation of a board member and inquired about the Scottish highland festival and why there is a cost

associated for residents.

Mayor Stile mentioned that there would be an update on the possible Florida Sunshine Law violation at the next meeting.

Amy Jewell, Lesuire Services Director, stated the decision was made to have a fee for this festival so those who do not attend the tax payers do not pay for it.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO THE APPROVAL OF AGENDA; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request approval of the Irrevocable Standby Letter of Credit dated December 10, 2021, and Amendment to Irrevocable Standby Letter of Credit dated February 3, 2022, to secure the completion of infrastructure associated with the Lakeside at Waterman Village Project.

****This item was moved to action item number one.***

2. Request approval of the Piggyback Agreement with George Gideon Auctioneers, Inc., for auction services
3. Request Approval of Meeting Minutes
 - January 18, 2022 Regular City Council Session Minutes
 - February 1, 2022 Regular City Council Session Minutes
 - February 1, 2022 NECRA Governing Board Session Minutes
 - February 1, 2022 CRA Governing Board Session Minutes

COUNCILMEMBER ROLFSON MOTION TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF ITEM ONE AND PLACING IT UNDER ACTION ITEM ONE FOR FURTHER DISCUSSION; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request approval of the Irrevocable Standby Letter of Credit dated December 10, 2021, and Amendment to Irrevocable Standby Letter of Credit dated February 3, 2022, to secure the completion of infrastructure associated with the Lakeside at Waterman Village Project.

****This item was moved off of consent***

Sherry Sutphen, City Attorney, spoke on the agenda item and stated when there is a letter of credit presented, per the code, that item has to be approved by the City Council.

Discussion took place on the letter of credit and how it is used.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE IRREVOCABLE STANDBY LETTER OF CREDIT DATED DECEMBER 10, 2021, AND AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT DATED FEBRUARY 3, 2022, TO SECURE THE COMPLETION OF INFRASTRUCTURE ASSOCIATED WITH THE LAKESIDE AT WATERMAN VILLAGE PROJECT.; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Councilmember Rolfson
Councilmember Guenther
Councilmember Walker
Councilmember Bryant
Councilmember Cataldo
Vice-Mayor Crai
Mayor Stile

NO None

2. Request approval of Boundary Line Agreement between the Mount Dora Center for the Arts, Inc., and the City of Mount Dora and authorization for the Mayor to execute the Agreement.

Councilmember Guenther voiced a voting conflict and will file with the City Clerk form 8b.

Ms. Sutphen gave the council an overview of the agenda item and stated the agreement that is before council is to establish where the boundary line is for the Center of the Arts building.

Discussion ensued on the boundary line and the footage difference.

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE BOUNDARY LINE AGREEMENT BETWEEN THE MOUNT DORA CENTER FOR THE ARTS, INC., AND THE CITY OF MOUNT DORA AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Vice-Mayor Crail
Councilmember Walker

Councilmember Bryant
Councilmember Cataldo
Councilmember Rolfson
Mayor Stile

NO None

3. Request adoption of Resolution No. 2022-14, Key to the City Policy

Ms Sutphen read Resolution No. 2022-14, Key to the City Policy, by title only.

RESOLUTION NO. 2022-14

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO KEY TO THE CITY POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF THE POLICY; PROVIDING THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Patrick Comiskey, City Manager, spoke about the policy and provided council with background on how this item was brought up.

Councilmember Rolfson inquired about the possibility of adding a number six to the recipient list in regards to a resident who has shown significant and extensive years of volunteerism.

Discussion ensued on the suggestion made.

MOTION BY COUNCILMEMBER WALKER TO APPROVE RESOLUTION NO. 2022-14, KEY TO THE CITY POLICY; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Councilmember Walker
 Councilmember Guenther
 Councilmember Bryant
 Councilmember Cataldo
 Councilmember Rolfson
 Vice-Mayor Crail
 Mayor Stile

NO None

4. Request adoption of Resolution 2022-12 Selection of Location for the Resource and Recreation Center

Ms Sutphen read Resolution No. 2022-12 , Selection of Location for the Resource and Recreation Center, by title only.

RESOLUTION NO. 2022-12

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE COMMUNITY RESOURCE AND RECREATION CENTER IN THE NORTHEAST CRA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE SELECTION OF SITE FOR COMMUNITY RESOURCE AND RECREATION CENTER IN THE NORTHEAST CRA; 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

Councilmember Bryant inquired about the parking spaces.

Adam Sumner, CRA Administrator, answered there is a ratio that dictates how many parking spaces are needed based on the square footage of the building.

Discussion took place about the location and the parking spaces.

MOTION BY COUNCILMEMBER WALKER TO APPROVE RESOLUTION 2022-12 SELECTION OF LOCATION FOR THE RESOURCE AND RECREATION CENTER; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Walker Councilmember Rolfson Councilmember Guenther Councilmember Bryant Councilmember Cataldo Vice-Mayor Crail Mayor Stile
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NO	None
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PUBLIC HEARINGS - RESOLUTION/ORDINANCES

BOARD APPOINTMENTS

CITY MANAGER

1. City Manager's Report

Mr. Comiskey asked Steve Langley, Electric Utility Director, to present council with an update on the Royellou underground conversation project.

Mr. Langley provided council with a presentation on the project and gave a timeline of the project.

Discussion ensued on the cost of the project and how long it would take to finish the project.

2. Lobbyist Update

Councilmember Rolfson spoke about the past week's legislative days in Tallahsee and spoke on a few of the current bills in session.

CITY ATTORNEY'S REPORT

1. Building Height Petition Matter

Ms. Sutphen stated a letter was submitted to the mayor requesting that the building height committee be permitted to finalize their recommendation before Ms. Sutphen provides City Council with her opinion and council makes any kind of determination with respect to the petition. Ms. Sutphen stated that at this time there is nothing to report other than a request had been made to allow the building height committee to be allowed to make their recommendation.

Discussion took place on the building height advisory committee timeline.

COMMUNICATIONS AND REPORTS

1. Council Member John Cataldo

No report

2. Council Member Austin Guenther

No report

3. Council Member Cal Rolfson

Provided Irene O'malley with his personal thanks.

Recommend the City look into becoming a member of the National League of Cities.

4. Council Member Nate Walker

No report

5. Council Member Doug Bryant

No report

6. Vice-Mayor Marc Crail

Spoke on a provision that the state had in place for parking spaces in regards to buildings that mostly serve children.

7. Mayor Crissy Stile

Thanked Pastor Rowe for putting together the Unity bike ride and the UCAN leaders for the African American Heritage festival.

FUTURE MEETING DATES

1. March 1, 2022, 6:00 PM, Regular Session
2. March 7, 2022, 10:30 AM, City Council Work Session
3. March 15, 2022 6:00 PM, Regular Session
4. April 5, 2022 6:00 PM, Regular Session
5. April 19, 2022, 6:00 PM, Regular Session

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 6:59 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JESSICA BURNHAM
City Clerk

**CITY OF MOUNT DORA, FLORIDA
NORTHEAST CRA BOARD
MINUTES**



February 15, 2022

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called the Northeast CRA Governing Board to order at 7:03 p.m. in the Mount Dora Council Chambers.

PUBLIC COMMENTS

Chairperson Stile opened public comment

No one spoke

Chairperson Stile closed public comment

CONSENT AGENDA

ACTION ITEMS

1. Request adoption of Resolution No. 2022-11 Northeast CRA, FY 2021-2022 Budgeting of Additional Revenue

Ms Sutphen read Resolution No. 2022-11 ,Northeast CRA, FY 2021-2022 Budgeting of Additional Revenue, by title only.

RESOLUTION NO. 2022-11

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE FISCAL YEAR 2021-22 BUDGET; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; 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

Adam Sumner, CRA Administrator, stated there was a bump in revenue when the final tax rolls were adopted, which provided us with an additional \$38,992 and staff is recommending adding these additional funds to the line item for the Community Resource and Recreation Center Design.

Discussion took place on the request for quotation (RFQ) requirements.

MOTION BY COUNCILMEMBER WALKER TO APPROVE RESOLUTION NO. 2022-11 NORTHEAST CRA, FY 2021-2022 BUDGETING OF ADDITIONAL REVENUE; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Councilmember Walker
 Councilmember Rolfson
 Councilmember Guenther
 Councilmember Bryant
 Councilmember Cataldo
 Vice-Mayor Crail
 Mayor Stile

NO None

DISCUSSION ITEMS

OTHER BUSINESS

ADJOURNMENT

MOTION BY COUNCILMEMBER GUENTHER TO ADJOURN; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 7:08 p.m.



CITY OF MOUNT DORA

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

DATE: March 1, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request for Approval of Amendment 2 to the Agreement between the City of Mount Dora and CPH related to the WWTP#1 Project

Introduction:

This is a request for approval of amendment #2 to CPH's Professional Design Services Task Authorization for the Rehab of WWTP#1

Discussion:

The project has evolved since its inception in 2018. CPH's first task was to evaluate the plant to determine the design for the 40-year-old Wastewater Treatment Plant # 1 Rehabilitation project. The evaluation revealed the treatment process needed to be made more resilient as well as upgraded to meet new permitting criteria. However, due to a sharp increase in the utility construction costs post-Covid-19, the original project is no longer cost effective. As a result, CPH along with the City selected Construction management Contractor, Wharton-Smith, have teamed together to value engineering the rehabilitation and resiliency requirements in a more cost-effective manner. The task order outlines technical engineering activities to shave over \$10,000,000 from the original project. A summary of the revised effort was presented to the Council on February 1, 2022.

CPH previously permitted and designed improvements to the Plant that included a new BNR structure along with expansion capacity to 2.0 MGD. During pricing coordination with the Construction Manager at Risk (CMAR), it was determined that due to rising construction prices, the project as designed was no longer within the City's budget. Also, the recently revised City Wastewater Master Plan indicates the Western sewer service area only requires a total future capacity of 1.8 MGD to meet flow demands. Based on those factors, CPH and their subcontractors will be required to perform additional engineering work. The engineering work will include revised design elements, updated permitting and additional support for modification of the FDEP SRF Funding to allow the project to move forward. The detailed scope of services and schedule are provided in the attached proposal. Services shall be for a lump sum fee of \$506,000.00 made to amend the existing Task Authorization.

To keep the project on track, CPH is coordinating all the activities with input from Warton-Smith. The CPH and Warton-Smith team have been very creative with the redesign effort, as presented to the Council in the February update. For example, the new proposed temporary treatment basin will be reused as a new clarifier when the existing treatment basin is retooled to save money. Additionally, all of the temporary air systems, controls and blowers that are used in the temporary treatment basin will be reused in the refurbished treatment system. Therefore, the improvements will not only be cost effective, but they will also significantly extend the life of the 40-year-old facility and benefit our environment with improved treatment for years to come.

Budget Impact:

The following funds are available in the 425 utility construction fund. The engineering for this facility improvement project is funded by impact fees.

Strategic Impact:

Provide sustainable utility services that maintain and protect the environment.

Recommendation City Council approve amendment 2 to the Agreement between the City of Mount Dora and CPH related to the WWTP#1 Project

Attachment(s):

1. CPH Amendment 2 to Agreement 19-PW-023. SGS

Prepared by: Ethan Hand

Reviewed by: Josef Grusauskas, Utilities & Plant Operations Director
John McKinney, Finance Director
Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 2/22/2022

Approved - 2/24/2022

Approved - 2/24/2022

Approved - 2/24/2022

Final Approval - 2/24/2022

**AMENDMENT 2 TO AGREEMENT
BETWEEN THE CITY OF MOUNT DORA
AND CPH, INC., PURSUANT TO RFQ-19-PW-023**

THIS AMENDMENT is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 hereinafter referred to as the “CITY” and CPH, Inc., 1117 East Robinson Street, Orlando, Florida 32801, hereinafter referred to as the “CONTRACTOR”.

WHEREAS, on August 20, 2019, the City adopted Resolution 2019-110, which authorized the Agreement between the CITY and the CONTRACTOR related to RFQ-19-PW-023 (Agreement); and

WHEREAS, on April 21, 2020, the City adopted Resolution 2020-21, which authorized Amendment 1 to the Agreement; and

WHEREAS, the Agreement and RFQ-19-PW-023, contemplated that the CONTRACTOR would provide engineering services for design, for permitting, for securing FDEP SRF funding and to assist the CITY with coordination of the Construction Manager at Risk approach to constructing the improvements to WWTP #1; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement to allow for the engineering services needed for completion of the improvements to WWTP #1.

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

1. Section 3, Scope of Services, of the Agreement is hereby amended to include **Exhibit “A”** attached hereto. **Exhibit “A”** is in no way intended to alter any other term or condition of the Agreement, and is only intended to expand the Scope of Services set forth in the Agreement.
2. Section 7, Compensation, of the Agreement is hereby amended to include **Exhibit “B”** attached hereto. **Exhibit “B”** is in no way intended to alter any other term or condition of the Agreement, and is only intended to provide compensation to the CONTRACTOR for the expansion of the Scope of Services set forth in the Agreement.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment 2 effective this ____ day of _____, 2022.

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: 

Print: Scott A. Breitenstein

Title: Vice President/Associate

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Scott A. Breitenstein, as Vice President/Asst. of CPH, 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 22nd day of February, 2022.



JILL A. ALWINE
Commission # HH 199808
Expires February 11, 2026


NOTARY PUBLIC, State of Florida

Exhibit “A”
Scope of Services

SCOPE OF SERVICES

In accordance with the revaluation of utilizing a BNR system with the existing oxidation ditch, CPH offers the following scope of service for design, FDEP SRF Funding Assistance, permitting, and CMAR assistance for the Advanced Wastewater Treatment (AWT) and Capacity Expansion improvements at Mount Dora WWTF No. 1. The first phase of the improvements project will replace/restore aging infrastructure, provide AWT treatment capacity of 1.50 MGD AADF and produce effluent standards as follows:

- | | |
|---------------------------------------|--------------------------|
| → CBOD₅ < 5 mg/L | → TSS < 5 mg/L |
| → TN < 3 mg/L | → TP < 1 mg/L |

The redesign will allow for a future Phase II expansion of the facility to an increased capacity of 1.80 MGD AADF.

CPH, Inc. will provide the following professional engineering services:

- Coordinate engineers and sub-consultants during the design phase.
- Prepare detailed engineering calculations and contract documents for the alternate proposed improvements at Mount Dora WWTF No.1.
- Master planning and layout of the Phase II improvements (expanded facility treatment capacity to 1.8 MGD).
- Preparation of an Opinion of Probable Construction Cost (OPCC) for the proposed improvements at Mount Dora WWTF No. 1 (Provided at 60%, and 90% Levels).
- Design of the following facility improvements (phased project construction):
 - A new raw wastewater flow metering system.
- Equalization (EQ) Basin and associated appurtenances (anaerobic/anoxic operation) within the existing oxidation ditch.
- Equalization (EQ) Basin pump station and associated appurtenances.
- A new 4-Stage BNR treatment system with two trains and an integrated EQ Basin (anaerobic/anoxic operation). The BNR system shall consist of the following treatment basins: primary anoxic, aerobic, secondary anoxic and reaeration with in the existing oxidation ditch.
- Addition of a facility lift station and associated piping, valving and appurtenances.
- A new disc filtration system and associated infrastructure.
- New aerobic digestion system PD blowers and associated air piping, valving and appurtenances.
- Addition of a third secondary clarifier, new RAS/WAS pumping system, piping, valving and appurtenances.
- Design for temporary treatment at the proposed third secondary clarifier along with plans for conversion. The temporary treatment is necessary to keep the plant operating during conversion of the oxidation ditch to BNR.
- Yard piping, sidewalks, fencing, facility security, stormwater management, roadway improvements, sodding, signage and miscellaneous improvements.
- Electrical, controls, instrumentation and SCADA system improvements.

- Prepare all FDEP permitting modification documentation (Preliminary Design Report, permit applications, Requests for Additional Information, etc.) for the proposed facility improvements.
- Assistance with updating all FDEP SRF funding (forms, reports, graphics, documentation, loan documents, etc.) for the proposed WWTP improvements

PROJECT SERVICES

1. **CMAR:** CPH will continue to assist the City with the CMAR delivery method, and as directed by the City and FDEP SRF. CPH will produce the construction documents for the project in full cooperation with the City and its contracted CMAR contractor. CPH will attend meeting(s) as requested by the City.
2. **FDEP SRF:** CPH will respond to and resubmit necessary documents to obtain the requested loan outlined in the previously submitted RFI and Wastewater Facility Plan.

The FDEP SRF may request additional information on the following sections listed in the Wastewater Facility Plan:

- Planning Document
- Executive Summary
- Project Cost
- Environmental Effects
- Selected Alternative
- Public Participation Process
- Financial Feasibility
- Schedule
- Adopting Resolution

CPH to assist the City will the Loan Application and Loan Execution Schedule, and attendance of the City Council meeting(s) on the loan execution.

3. **SJRWMD Grant Support:** CPH will assist the City with responses and questions resulting from the SJRWMD review of the Grant Application package. This includes answering requests for additional information and submitting additional supporting documents if requested by SJRWMD.
4. CPH will prepare the final Engineering Design of the proposed AWT and Capacity Expansion improvements at Mount Dora WWTF No. 1. CPH will prepare construction level plans for City's final review. All disciplines will be included, i.e., survey, structural, electrical, instrumentation, SCADA, processes, mechanical, stormwater, and all ancillary design aspects and details for the described improvements.
5. Preparation of the updated Technical Specifications for the proposed improvements at Mount Dora WWTF No. 1.
6. Coordinate with the electrical engineering firm employed by CPH, Inc. (Bailey Engineering Consultants) to provide the electrical/controls/instrumentation/SCADA redesign for the proposed AWT and Capacity Expansion improvements at Mount Dora



WWTF No. 1 to meet Class I Reliability Standards, including on-site generator evaluation and improvements.

7. Coordinate with the structural engineering firm employed by CPH, Inc. (Wekiva Engineering) to provide the structural plans for the modifications to the existing oxidation ditch, new secondary clarifier and various electrical and equipment pads.
8. Attend weekly coordination meetings with the City and CMAR and continue to value engineer the alternate design.
9. Preparation of final OPCC for the proposed improvements at Mount Dora WWTF No.
10. **FDEP Permit Modification:** The modification permitting effort will include preparing FDEP Wastewater Permit Application Form 1 and Form 2A and all accompanying documentation for the City's review, comment, and signature. The FDEP submittal package will include the revised facility site plan for the proposed improvements at the plant, flow diagram, hydraulic grade line, process description, process design calculations and other supporting documentation in accordance with the permit requirements and Chapters 62-620 and 62-640, F.A.C. After submittal to FDEP, CPH will respond to request of additional information (RAI) letter(s) to obtain the Permit. The City shall pay for the FDEP application fee.
11. *Environmental Resource Permit* – Contact FDEP to discuss permitting requirements, and then prepare application forms to obtain stormwater permit as it relates to the improvements for the Mount Dora WWTF No. 1.
12. Wetland line flagging and survey – CPH Environmental will visit the site to flag the existing wetland line so a setback can be established. CPH Survey will visit the site to pick up the wetland flags and incorporate the established wetland line into the existing survey.

ITEMS NOT INCLUDED IN THIS SCOPE OF SERVICES:

This Scope of Services **does not include** the following professional engineering services:

- Asset Management Plan (AMP) for Mount Dora WWTF No. 1 (generation of this plan reduces the SRF Construction Loan's interest rate). This service can be included as part of the technical services during construction as necessary.
- Vulnerability Assessment (VA) of Mount Dora WWTF No. 1.
- FDEP permitting fees. All permitting fees shall be the responsibility of the City.
- Construction Services and Inspection and Management (CEIM) Services associated with the construction of the "**proposed**" AWT and Capacity Expansion improvements at Mount Dora WWTF No. 1. A separate scope will be provided to the City, in accordance with the RFQ, during the Final Design project phase, **when the final scope of improvements to be constructed is known and this project task assignment can be properly quantified and priced**. The SRF loan will cover technical services during construction.



PROJECT SCHEDULE:

Upon issuance of the Notice to Proceed (NTP), CPH will complete the work as shown in schedule below:

Design and Permitting – February 2022 to August 2022
Executed Loan – February 2022 to March 2022
SJRWMD Grant Application - February 2022 to April 2022
Bidding/CMAR – February 2022 to October 2022

Exhibit “B”
Compensation

CITY OF MOUNT DORA - RFQ# 19-PW-023 Improvements to Wastewater Treatment Plant No.1 Amendment #2								
Phase	Task Description	Principal	Sr. Project Manager	Project Engineer	Sr. Design Tech	Clerical	CPH Survey & Sub-Consultants	Misc. Expenses
1.0	PROJECT SERVICES							
1	CPH will continue to assist the City with the CMAR delivery method, including providing construction documents. CPH will attend meeting(s) as requested by the City	16	30	40	12	10		\$650.00
2	CPH will respond to and resubmit necessary documents to obtain the requested loan outlined in the previously submitted RFI and Wastewater Facility Plan. CPH to assist the City with the Loan Application and Loan Execution Schedule, and attendance of the City Council meeting(s) on the loan execution.	4	8	6				\$50.00
3	CPH will assist the City in preparation of the SJRWMD Grant application package.	4	8	6				\$50.00
4	Prepare final plans for City's review. All disciplines will be included, i.e., geotechnical, structural, electrical, instrumentation, SCADA, processes, mechanical, stormwater, and all ancillary design aspects and details for the described improvements.	146	400	400	1220	2		\$500.00
5	Preparation of the Technical Specifications for use in bidding or CMAR approach.	18	32	32		6		\$150.00
6	Coordination with the electrical engineering firm (Bailey Engineering Consultants) to provide electrical/controls/instrumentation/SCADA redesign for the proposed AWT improvements.	18	30	30	6	8	\$ 95,000.00	
7	Coordinate with the structural engineering firm employed by CPH, Inc. (Wekiva Engineering) to provide the structural plans for the modifications to the existing oxidation ditch, new secondary clarifier and various electrical and equipment pads.	18	30	30	6	8	\$ 33,800.00	
8	Attend weekly coordination meetings with the City and CMAR	28	28	28				
9	Prepare final OPCC for the proposed improvements at Mount Dora WWTF No. 1.	4	8	8				
10	The construction permitting effort will include preparing FDEP Wastewater Permit Application Form 1 and Form 2A and all accompanying documentation for the City's review, comment, and signature. The FDEP submittal package will include the revised facility site plan for the proposed improvements at the plant	4	8	6				\$100.00
11	Environmental Resource Permit – Contact FDEP to discuss permitting requirements, and then prepare application forms to obtain stormwater permit as it relates to the improvements for the Mount Dora WWTF No. 1	4	8	6				
12	Wetland line flagging and survey – CPH Environmental will visit the site to flag the existing wetland line so a setback can be established. CPH Survey will visit the site to pick up the wetland flags and incorporate the established wetland line into the existing survey	4	4	4			\$13,680.00	
	SUBTOTAL DIRECT LABOR	268	594	596	1244	34		
	SUBTOTAL FEE	\$50,920.00	\$106,920.00	\$71,520.00	\$130,620.00	\$2,040.00	\$ 142,480.00	\$1,500.00
	TOTAL PHASE 2 FEE=							\$506,000.00
		Rate	Total Hours	Total Man-HR	Total Sub Fee	Total Expenses		Total Fee
	Principal	\$190.00	268	\$50,920.00				
	Senior Project Manager	\$180.00	594	\$106,920.00				
	Project Engineer	\$120.00	596	\$71,520.00				
	Senior Design Tech	\$105.00	1244	\$130,620.00				
	Clerical	\$60.00	34	\$2,040.00				
	TOTAL PROJECT FEES=			\$362,020.00	\$ 142,480.00	\$1,500.00	=	\$506,000.00



CITY OF MOUNT DORA

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

DATE: March 1, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of of Amendment 2 to the Professional Services Agreement between the City of Mount Dora and ADG for Public Works Facility Phase 2 Design and Engineering Services

Introduction:

This is a request for City Council to approve Amendment 2 to the Professional Services Agreement between the City of Mount Dora and ADG for Phase 2 Engineering and Design Services of the Public Works Facility.

Discussion:

On February 4, 2020, City Council approved Resolution No. 2020-17, authorizing the architectural design services agreement for providing professional design services related to the construction of a public works facility within the City of Mount Dora. The pricing reflected in the agreement represented Phase I only of the multiple design phases. (See **Attachment 1.**)

In developing the warehouse layout, design and square footage, ADG and staff determined it necessary to engage a subconsultant, Storage Solutions, to perform a future state storage and manual slotting analysis. Accordingly, on March 2, 2021, City Council approved Resolution No. 2021-29, Amendment 2 of the contract with ADG to include this additional scope. (See **Attachment 2.**)

Phase 1 Design of the facility is complete and the proposed Public Works Facility consists of a 23,900 square foot Operations and Inventory Warehouse; a 14,400 square foot covered, open-air Materials Storage Building; a 29,400 square foot covered, open-air Rolling Asset Storage Building, with the infrastructure and space for future fueling and truck wash station. The facility encompasses 8.13 acres of the City's 17-acre Limit Avenue site, where it will be co-located with Fire Station 34, Fire Administration, and Emergency Operations Center. (See **Attachment 3.**)

Amendment 2 to the Professional Services Agreement includes Phase 2 design and engineering

costs for the Public Works Facility in the amount of \$1,020,668. It is important to note that the civil engineering firm subcontracted by ADG, AVCON Engineers, will perform a stormwater master plan for the full Limit Avenue site with phasing to achieve optimal stormwater treatment and handling on site in coordination with St. Johns River Water Management District permitting.

Budget Impact:

This project is funded by the general revenue bond and will use the following GL account: 310-5555-563.00-00-DE1901

Strategic Impact:

This addresses the City's strategic goal to sustain City infrastructure in the Updated 2021 Strategic Plan.

Recommendation City Council approve Amendment 2 to the Professional Services Agreement between the City of Mount Dora and ADG.

Attachment(s):

1. Attachment 1 - Reso No. 2020-17 Professional Architectural Design Services for City Public Works Facility
2. Attachment 2 - Reso No. 2021-29 Public Works Facility Architectural Design
3. Attachment 3 - Limit Avenue Site Plan
4. Amendment 2 to the Professional Services -signed by ADG -Public Works Design Services.SGS

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Chet Cramer, Project Manager
John McKinney, Finance Director
Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 2/22/2022

Approved - 2/24/2022

Approved - 2/24/2022

Approved - 2/24/2022

Final Approval - 2/24/2022

ATTACHMENT #1

RESOLUTION NO. 2020-17

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR CITY PUBLIC WORKS FACILITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; 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 has competitively solicited for architectural design services for its new Public Works Facility, pursuant to the City's Purchasing Policy and RFQ-19-PW-027; and,

WHEREAS, the evaluation committee ranked the proposals during the selection process and Architects Design Group/ADG, Inc., was deemed to be the most responsive, responsible and qualified firm to provide professional architectural design services for the City's new Public Works Facility as contemplated by RFQ-19-PW-027; and,

WHEREAS, negotiations with Architects Design Group/ADG, Inc., were authorized through City of Mount Dora Resolution 2019-98; and

WHEREAS, the City has determined that it is in its best interest to enter into a professional services Agreement with Architects Design Group/ADG, Inc., to provide professional architectural design services for the City's new Public Works Facility as contemplated by RFQ-19-PW-027, under the terms and conditions so negotiated.

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

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

SECTION 2. Approval of Agreement and Authorization to Execute. The Agreement with Architects Design Group/ADG, Inc., attached hereto as **Exhibit "A"**, for architectural design services related to the City's new Public Works Facility is hereby approved. The Mayor is hereby authorized to execute the Agreement on behalf of the City.

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 pertaining to the Agreement with Architects Design Group/ADG, Inc., for architectural design services related to the City's new Public Works Facility and RFQ-19-PW-027, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

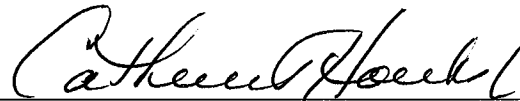
SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

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.

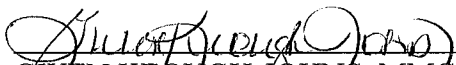
PASSED AND ADOPTED this 11 day of February, 2020.



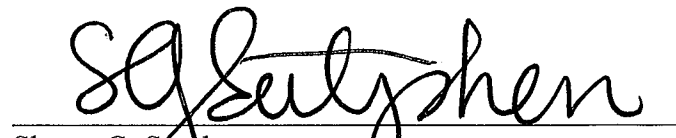
CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

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



GWEN KEOUGH-JOHNS, MMC
CITY CLERK



Sherry G. Sutphen
City Attorney

Exhibit “A”
Agreement with Architects Design Group/ADG, Inc.,
for architectural design services related to the City’s
new Public Works Facility

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MOUNT DORA, FLORIDA
AND
ARCHITECTS DESIGN GROUP/ADG, INC.
FOR
DESIGN OF PUBLIC WORKS FACILITY
PURSUANT TO
RFQ-19-PW-027

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 hereinafter referred to as the "CITY" and Architects Design Group/ADG, Inc., 333 N. Knowles Avenue, Winter Park, Florida 32789, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the CITY competitively solicited for professional architectural design services for City of Mount Dora Public Works Facility pursuant to the CITY's Purchasing Policy and RFQ-19-PW-027; and

WHEREAS, the CONSULTANT submitted the most responsible and advantageous response to RFQ-19-PW-027; and,

WHEREAS, the CITY authorized negotiations with the CONSULTANT through City of Mount Dora Resolution 2019-98; and

WHEREAS, the CONSULTANT has certified to the CITY that it has been granted and possesses all necessary, valid and current licenses to do business in the State of Florida and in Lake County, Florida, issued by the respective government agencies responsible for regulating and licensing the services to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth.

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

ARTICLE 1.0 - DEFINITIONS

The following are definitions for the terms as associated with this Agreement, whether capitalized or uncapitalized herein, and are provided to establish a common understanding between the parties regarding the intended usage, application and interpretation of same.

1.01 "ADDITIONAL SERVICES" - Additional services shall mean any professional services which are not included within the scope of services set forth in Article 2.00, which are included within the additional services set forth in Article 4.00 or which may from time to time be requested by the CITY.

1.02 "AGREEMENT" - As it relates to the requirement of the work contemplated herein, this Agreement shall include Exhibits "A", "B", "C", "D", "E", any other documentation by specific reference and any Amendment hereto and shall constitute the entire Agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements

entered into by the parties hereto for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this Agreement. To the extent of any conflict between the terms and conditions of this Agreement or any Exhibit, attachment or other referenced documentation, the terms and conditions of this Agreement shall prevail.

1.03 "AMENDMENTS" - Amendments shall mean any additions, modifications, or alterations made to this Agreement. All Amendments shall be made in writing.

1.04 "CITY" - CITY means the CITY OF MOUNT DORA, a Municipal Corporation of the State of Florida, and any official and/or employee thereof who is duly authorized to act on the CITY's behalf, relative to this Agreement.

1.05 "CONSULTANT" - Consultant shall mean the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services required under the covenants, terms, and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONSULTANT shall also include any employees of the CONSULTANT, as well as any sub-consultants, sub-contractors or employees thereof, who are engaged by the CONSULTANT for the purpose of performing professional services pursuant to this Agreement.

1.06 "PARTIES" - Reference to the "parties" shall collectively include the CITY and the CONSULTANT.

1.07 "PROFESSIONAL SERVICES" - Professional Services (with or without capitalization) include all services, work, materials and other professional, technical and administrative activities as set forth herein, which are necessary to be provided and performed by the CONSULTANT, its employees, any and all sub-consultants, and any and all sub-contractors the CONSULTANT may engage to provide, perform, and complete the services required pursuant to the covenants, terms, and provisions contained herein.

1.08 "PROJECT MANAGER" - The CITY PROJECT MANAGER shall mean the City Manager, or a designee thereof. The CITY PROJECT MANAGER shall be responsible for acting on behalf of the CITY to administer, coordinate, interpret, and otherwise manage the contractual provisions and requirements as set forth in this Agreement and/or any Amendment(s) hereto. The CITY PROJECT MANAGER shall also serve and act on behalf of the CITY to provide direct contact and communication between the CITY and the CONSULTANT, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT, pursuant to this Agreement and/or any Amendment(s) hereto. The CITY PROJECT MANAGER shall also review and approve any and all requests submitted by the CONSULTANT for payment of services performed pursuant to this Agreement.

1.09 "NOTICE OF ACCEPTANCE" - Notice of Acceptance shall mean the written document issued by the CITY PROJECT MANAGER to the CONSULTANT verifying the Professional Services have been completed and accepted. This Notice shall be provided to the CONSULTANT by Certified Mail.

1.10 "NOTICE TO PROCEED" - A written Notice to Proceed (NTP) will be issued by the CITY PROJECT MANAGER following the execution of this Agreement and upon receipt of the CONSULTANT's insurance certificates and other required documentation. The CONSULTANT shall only be authorized to commence work after issuance of the NTP.

1.11 "SECOND COST" - Second cost shall mean the cost of building something once correctly subtracted from the cost of doing it incorrectly, due to a design error, omission or lack of required direction. This includes any cost necessary to correct the construction done incorrectly, including but, not limited to all labor materials needed to remove the incorrect construction and execute the correct design.

ARTICLE 2.00 – SCOPE OF PROFESSIONAL SERVICES

The CONSULTANT hereby agrees to provide and perform the professional services, to the satisfaction of the CITY, as set forth in the PROJECT DESCRIPTION AND SCOPE OF PROFESSIONAL SERVICES attached hereto as Exhibit "A", as the same may be amended from time to time.

ARTICLE 3.00 - TERM

The term shall begin on the date of execution by the CITY and shall expire upon completion and acceptance of the tasks set forth in Exhibit "A" as evidenced by a written Notice of Acceptance issued by the CITY PROJECT MANAGER to the CONSULTANT.

ARTICLE 4.00 – OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT, with respect to the services provided herein, shall include, but are not limited to, the following:

4.01 LICENSES

The CONSULTANT agrees to obtain and maintain, throughout the term of this Agreement, and/or any Amendment(s) hereto, all licenses required to do business in the State of Florida and the Lake County, including, but not limited to, licenses required by any state boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

4.02 PERSONNEL

(1) Qualified Personnel - The CONSULTANT agrees to employ and/or retain only qualified personnel where Florida law requires a license, certificate of authorization or other form of legal entitlement to practice such services.

(2) CONSULTANT's Project Manager - The CONSULTANT agrees to employ and designate a qualified professional to serve as its Project Manager. The CONSULTANT's Project Manager shall be authorized to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed pursuant to this Agreement and/or any Amendment(s) hereto. The CONSULTANT's Project Manager shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement, and/or any Amendment(s) hereto. The CONSULTANT agrees that

its Project Manager shall devote whatever time is required to satisfactorily manage the professional services of the CONSULTANT throughout the entire term of this Agreement, and/or any Amendment(s) hereto. The person or individual selected by the CONSULTANT to serve as its Project Manager is subject to prior approval and acceptance by the CITY.

(3) Removal of Personnel - The CONSULTANT agrees to promptly remove and replace the CONSULTANT's Project Manager or any other individual in its employ, including sub-consultant(s) or employees thereof, who are engaged by the CONSULTANT to perform professional services pursuant to this Agreement, and/or any Amendment(s) hereto, if the CITY requests, with or without cause, that any such individual cease performance of any work under this Agreement.

(4) Consistency - CONSULTANT's personnel assigned to the CITY's project shall remain assigned to the CITY's project, so long as employed by the CONSULTANT, in the capacity necessary to fulfill the scope of this Agreement. Any changes in personnel must be approved in writing by the CITY, in the sole discretion of the CITY.

4.03 STANDARDS OF PROFESSIONAL SERVICE

The CONSULTANT agrees to provide and perform the professional services set forth in this Agreement, or any Amendment(s) hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the CONSULTANT pursuant to this Agreement.

4.04 INDEMNIFICATION

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

4.05 NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter, the CONSULTANT agrees not to divulge, furnish, or make available to any third party, without the express written permission of the CITY, any non-public information where such information has not been properly subpoenaed concerning the services rendered by the CONSULTANT. All public information request shall be coordinated by the CITY.

4.06 ADDITIONAL SERVICES

The CITY may request that CONSULTANT provide and perform additional professional services related to the CITY's project, which were either not contemplated by the parties and provided for in Exhibit "A" or which are set forth in the ADDITIONAL SERVICES document attached hereto as **Exhibit "B"**. Said additional services may be added at a later date, upon written Amendment to this Agreement executed by both parties hereto. Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, provisions and professional standards set forth herein.

4.07 INDEPENDENT CONSULTANT

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

4.08 USE OF SUB-CONSULTANTS

Sub-consultants and/or sub-contractors shall mean any individual or firm who offers professional services to the CONSULTANT, so as to assist in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement and/or any Amendment(s) hereto. The CITY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any other agreement entered into by the CONSULTANT and any and all sub-consultants and/or sub-contractors. In providing and performing the services and work required under this Agreement, the CONSULTANT agrees to obtain assistance from only those sub-consultants, as set forth in **Exhibit "C"**.

4.09 CONSTRUCTION DOCUMENTS

(1) CONSULTANT agrees to issue conformed documents as necessary to provide clear and concise documents to the CITY for constructability at no additional cost.

(2) All revisions to construction documents shall be tracked on the documents by the CONSULTANT, providing, at a minimum, the last 5 revisions, the date of revision and a brief description of the revision.

4.10 SECOND COST FROM ERRORS OR OMISSIONS

CONSULTANT agrees to be both financially and professionally responsible for all cost and efforts associated with Second Cost expenses to the CITY as a result of services provided under this Agreement.

ARTICLE 5.00 - OBLIGATIONS OF THE CITY

The obligations of the CITY, with respect to the services provided herein, shall include the following:

5.01 AVAILABILITY OF CITY INFORMATION

At the CONSULTANT's request to the CITY PROJECT MANAGER, the CITY agrees to make available all pertinent information, known by the CITY to be available, so as to assist the CONSULTANT in providing and performing the professional services required hereunder. Such information may include, but not be limited to, the following: previous reports, plans, drawings, specifications, maps or other related data, and any documents prepared by others for the CITY. The CONSULTANT shall be entitled to reasonably rely on the accuracy and completeness of such information; however, the CITY shall not be required to hire additional consultants for professional evaluation or to draw conclusions on information provided.

5.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The CITY agrees that its PROJECT MANAGER shall be available within a reasonable period of time, with prior reasonable notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the professional services to be provided hereunder. The CITY further agrees that its PROJECT MANAGER shall respond, within a reasonable period of time, to written requests submitted by the CONSULTANT.

5.03 ACCESS TO CITY PROPERTY

The CITY agrees, upon request by the CONSULTANT to the CITY's PROJECT MANAGER, to provide access to CITY property, facilities, buildings and structures, within a reasonable amount of time after such request, in order to enable the CONSULTANT to provide and perform the required professional services under this Agreement. Such rights of access shall not be exercised in such a manner, or to such an extent, as to impede or interfere with CITY operations, or the operations carried on by others under a lease, or other contractual arrangement with the CITY, or in such a manner as to adversely affect the health and safety of the public. Such access is not required to be within the CONSULTANT's normal office work days and/ or work hours.

ARTICLE 6.00 - COMPENSATION AND METHOD OF PAYMENT

6.01 COMPENSATION AND METHOD OF PAYMENT

For the professional services performed by the CONSULTANT pursuant to this Agreement, the CITY hereby agrees to pay the CONSULTANT in accordance with the provisions set forth by Florida Statutes, Section 218.70, Florida's Prompt Payment Act, and the schedule and provisions as set forth in PROFESSIONAL FEE ALLOCATION, attached hereto as **Exhibit "D"**

6.02 PAYMENT WHEN SERVICES ARE TERMINATED

(1) In the event of termination of this Agreement by the CITY and not due to the fault of the CONSULTANT, the CITY shall compensate the CONSULTANT for all services performed prior to the effective date of termination and the permitted costs related to the performance of such services.

(2) In the event of termination of this Agreement due to the fault of the CONSULTANT or at the written request of the CONSULTANT, the CITY shall compensate the CONSULTANT for all services completed prior to the effective date of termination which have resulted in a usable product or otherwise tangible benefit to the CITY and the permitted costs related to the performance of such services. Any such payments shall be subject to a set-off for any damages incurred by the CITY resulting from delays occasioned by the termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONSULTANT.

6.03 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the CITY suspends the professional services required to be performed by the CONSULTANT pursuant to this Agreement, the CITY shall compensate the CONSULTANT for all services performed prior to the effective date of suspension and shall pay the permitted costs related to the performance of such services.

6.04 NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, eliminated, canceled or decreased due to (a) termination; (b) suspension, in whole or in part; or (c) modification by the subsequent issuance of an Amendment, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and/or administrative overhead expenses or for any other anticipated income or expenses.

ARTICLE 7.00 - FUND AVAILABILITY

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego the use of the CONSULTANT for any work which may fall within the scope of services listed herein.

ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE

8.01 TIME IS OF THE ESSENCE

Upon receipt of the Notice to Proceed from the CITY Project Manager, the CONSULTANT shall commence work promptly and shall carry on all such services as may be required hereunder in a continuous, diligent and forthright manner. In providing the professional services contemplated by this Agreement, the CONSULTANT shall follow the PROJECT SCHEDULE attached hereto as Exhibit "E" as the same may be amended from time to time. The timely performance and completion of the professional services is vitally important to the CITY. Time is of the essence for all of the duties and obligations contained in this Agreement, and/or any Amendment(s) hereto.

8.02 TIMELY ACCOMPLISHMENT OF SERVICES

The timely and expeditious completion by the CONSULTANT of all professional services provided under this Agreement, and/or any Amendment(s) hereto, is expected. The CONSULTANT agrees to employ an adequate number of personnel throughout the term of this Agreement, and/or any Amendment(s) hereto, so that all professional services can be provided, performed and completed in a timely and expeditious manner in accordance with the PROJECT SCHEDULE. Should the CONSULTANT not be able to complete the professional services in accordance with Exhibit "E", the CONSULTANT shall provide the CITY PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The CITY PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the CITY PROJECT MANAGER, it shall then become the schedule for the project as referenced in this ARTICLE 8.00. Requests for changes to Exhibit "E" that are denied by the CITY PROJECT MANAGER may be proposed as an Amendment to the Agreement and shall become effective if approved and executed as such by both of the parties.

8.03 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONSULTANT fail to commence, provide and/or perform any of the professional services required pursuant to this Agreement in a timely, continuous, diligent, professional and expeditious manner, the CITY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder. If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the CITY's attention in writing. The CITY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONSULTANT accepts such a representation without obtaining the CITY's prior written consent, and if the CITY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the CITY, as provided herein, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 10.00 – ASSIGNMENT OR TRANSFER

Any assignments or transfers of rights, benefits, or obligations hereunder shall only be allowed if approved as an Amendment to this Agreement executed by both parties.

ARTICLE 11.00 - APPLICABLE LAW, VENUE AND JURY TRIAL

This Agreement shall be governed by the ordinances of the City of Mount Dora and Lake County, as applicable, and the laws of the State of Florida. 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.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by the CITY of a breach of any provision of this Agreement by the CONSULTANT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - INSURANCE COVERAGE

13.01 GENERAL REQUIREMENTS

(1) The CONSULTANT shall not commence any work in connection with this Agreement until it has obtained the types of insurance, as specified hereunder, and such insurance has been approved by the CITY's Risk Management Department.

(2) The CONSULTANT shall ensure that any sub-contractor(s), hired to perform any of the work under this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

(3) All insurance policies shall be with insurers qualified and licensed to conduct business in the State of Florida.

(4) The CONSULTANT shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

A. **AUTOMOBILE:**

i. Combined Single Limit: \$300,000 per accident,

OR

ii. Bodily Injury: \$300,000 per person,

AND

Property Damage: \$100,000 per accident;

- B. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
- C. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
- D. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
- E. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The CONSULTANT shall maintain all such insurance certificates and related documentation as required under this Agreement. Failure of the CONSULTANT to maintain such certificates and documents and submit proof of same to the COUNTY within fifteen (15) calendar days from the date of execution of this Agreement, shall be considered cause for the COUNTY to cancel this Agreement and rescind its action to engage the CONSULTANT. Before the COUNTY shall provide the CONSULTANT with written Notice to Proceed, and before the CONSULTANT shall commence any service or work under this Agreement, the CONSULTANT shall obtain and maintain insurance coverage of the types stated in this Article 13.00.

(2) For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

- A. The name of the insured CONTRACTOR,
- B. The specified job by name and job number,
- C. List the "CITY OF MOUNT DORA" as a Certificate Holder,
- D. Recognizes the Indemnification requirements of this Agreement.
- E. The name of the insurer,
- F. The number of the policy,
- G. The effective date,
- H. The termination date,
- I. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

(3) Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the CITY, establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company, underwriting the insurance coverage, as indicated on each Certificate of Insurance.

(4) If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the

CITY, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the CITY with such renewal certificate(s) shall be considered justification for the CITY to terminate this Agreement.

(5) Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the CONSULTANT's obligation to fulfill the insurance requirements specified herein.

(6) The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy secured by CONSULTANT for any of its sub-contractors. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or its sub-contractors providing such insurance.

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed on the CONSULTANT and the rights and remedies available hereunder, shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

ARTICLE 15.00 - REPRESENTATION OF THE CITY

The CONSULTANT, in performing the professional services required pursuant to this Agreement, and/or any Amendment(s) hereto shall only represent the CITY in the manner, and to the extent, as specifically set forth in this Agreement, and/or any Amendment(s) hereto. The CITY will neither assume or accept any obligation, commitment, responsibility or liability which may result from a representation by the CONSULTANT which is not specifically provided for and or authorized by this Agreement and/or any Amendment(s) hereto.

ARTICLE 16.00 - USE OF CITY NAME, LOGO, SEAL AND/OR LETTERHEAD

The CONTRACTOR may only use the CITY'S name, logo and/or seal 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 for issuing any correspondence for any purpose related to this Agreement without the express written permission of the CITY.

ARTICLE 17.00 - HEADINGS

The headings of any Articles, Sections and/ or Attachments to this Agreement, are for convenience only and shall not be deemed to expand, limit, or change any of the provisions contained herein.

ARTICLE 18.00 - OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and any other records or data specifically prepared for and developed by the CONSULTANT pursuant to this Agreement, shall be the property of the CONSULTANT until the CONSULTANT has been paid for performing such services as required to produce such documents. The CONSULTANT shall submit reports and other documents, to the extent directed by the CITY, in the format as specified in Exhibit "A". Upon the natural expiration or termination of this Agreement, all such documents shall be promptly delivered to and become the property of the CITY. The CONSULTANT, at its expense, may

retain copies of all documents generated pursuant to this Agreement, which have been delivered to the CITY, for reference and internal use. The CONSULTANT shall not use any documents, data and/or information generated by virtue of this Agreement on any other project or for any other client without the express written permission of the CITY.

ARTICLE 19.00 - NOTICE AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO CITY

All notices to the CITY pursuant this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

CITY OF MOUNT DORA
510 N. Baker Street
Mount Dora, Florida 32757
ATTENTION: Chett Cramer, Project Manager

19.02 NOTICES BY CITY TO CONSULTANT

All notices to the CONSULTANT pursuant to this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Architects Design Group/ADG, Inc.
333 N. Knowles Avenue
Winter Park, Florida 32789

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in this Article 19.00.

ARTICLE 20.00 - TERMINATION

20.01 GENERAL PROVISIONS

This Agreement may be terminated by the CITY or the CONSULTANT, with or without cause, by giving thirty (30) days written notice to the other party.

20.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY

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

20.03 CONSULTANT TO DELIVER MATERIAL

Upon termination for any reason, the CONSULTANT shall promptly deliver to the CITY all documents, papers, drawings, models or any other materials to which the CITY has exclusive rights by virtue of this Agreement.

ARTICLE 21.00 - AMENDMENTS

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.

ARTICLE 22.00 - DOCUMENTATION CONFLICT

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

ARTICLE 23.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated.

ARTICLE 24.00 - PUBLIC ENTITY CRIMES

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

ARTICLE 25.00 - EQUAL-OPPORTUNITY EMPLOYER

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

ARTICLE 26.00 - 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.

ARTICLE 27.00 - 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.

ARTICLE 28.00 - AUDITING, RECORDS AND INSPECTION

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

ARTICLE 29.00 - PUBLIC RECORDS

- (1) 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: GWEN JOHNS
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
JOHNSG@CITYOFMOUNTDORA.COM**

- (2) CONSULTANT agrees to comply with public records laws, specifically to:
- A. Keep and maintain public records required by the CITY to perform the services set forth herein.
 - B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed

the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

- C. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.
- D. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

ARTICLE 30.00 - PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE 31.00 - SOVEREIGN IMMUNITY

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

ARTICLE 32.00 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order U-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48

CFR52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: [http: //www.dhs.gov IE-Verify](http://www.dhs.gov IE-Verify).

ARTICLE 33.00 - SCRUTINIZED COMPANIES

By execution of this Agreement, CONSULTANT hereby certifies that it is not on the scrutinized companies list. This Agreement may be terminated by the CITY, without penalty to the CITY: i) in the event that the CONSULTANT is put on the scrutinized companies list prohibited by Florida Statutes, Section 287.135, or ii) if the CITY determines that the CONSULTANT falsely certified to the CITY that the CONSULTANT is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Florida Statutes, Section 287.135.

ARTICLE 34.00 - TRUTH IN NEGOTIATION CLAUSE

By execution of the Agreement, CONSULTANT hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the CITY may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the CITY determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within 1 year following the end of the Agreement.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective this 4th day of February, ~~2019~~ 2020

CITY OF MOUNT DORA

Catherine T. Hoechst
CATHERINE T. HOECHST
MAYOR, City of Mount Dora, Florida

ATTEST:

Gwen Keough-Johns
Gwen Keough-Johns, MMC
City Clerk

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

Sherry G. Sutphen
Sherry G. Sutphen
City Attorney

CONSULTANT

IAN A. REEVES, AIA
Print: IAN A. REEVES, AIA
Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was executed before me this 28th day of January,
2020, by Ian A. Reeves, as President of Architects
Design Group/ADG, 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 has
produced _____ as identification.

(stamp)

Nicole M. Hevia
NOTARY PUBLIC

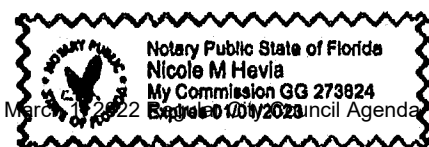


Exhibit "A"
Project Description and Scope of Professional Services

General Description:

The project, and related Scope of Services, is generally described as a Spatial Needs Assessment, Site Analysis, Master Planning, Conceptual Building Design, Community Outreach Program Implementation (if requested), Design/Engineering for the following Mount Dora entities:

- **Public Works Facility**
- **Warehouse**
- **Associated Outbuildings**

The Phases of Services are herein identified as follows:

1. Project Kick-Off:

- 1.1 The Consultant shall participate in an initial meeting, with Public Works personnel and the City's Project Management Team, or any other stakeholders identified by the City, to review the proposed project and to establish project schedules for specific tasks.

2. Phase I-A: Detailed Spatial Needs Assessment:

- 2.1 The Consultant shall conduct an analysis of the routine operations of the identified entities in order to fully understand their function, operations and the respective interaction, relationship, adjacency priorities, and potential of joint use facilities.
- 2.2 A Spatial Needs Assessment shall then be conducted, providing documentation as to current and future needs; future need being defined as those anticipated for the years 2030 and 2040, and the current need being defined as the year 2020. The process for obtaining this information shall consist of a two-part effort; a detailed questionnaire and on-site interviews with the staff of the various entities, as noted above.

The questionnaire shall relate to such information as:

- 2.2.1 Historical, Current and Projections for Future Staffing Levels.
- 2.2.2 A Detailed Mission Statement.
- 2.2.3 Departmental Organizational Charts.
- 2.2.4 An Assessment of Requested Spaces.
- 2.2.5 A Definition of Functional Inter-Relationships.
- 2.2.6 Documentation of Specialized Equipment.
- 2.2.7 Documentation as to relationship to other Departments.

- 2.3 The Consultant, as a part of this phase, shall consider and provide documentation to the extent possible, current and future staffing level projections and their spatial need impact upon future needs of facilities.
- 2.4 Based upon the recommendations related to facility size(s), the Consultant shall identify the land area needed for the building, associated parking and related site requirements, such as stormwater retention, parking areas, landscape requirements, infrastructure improvements, secure storage for City vehicles, equipment and apparatus, and building setback requirements.
- 2.5 The Consultant shall research and provide information relative to identifying potential supplemental grant funding sources, noting entities which provide funds for projects of the type envisioned for the City.
- 2.6 The Consultant will provide a Preliminary Spatial Needs Assessment at the conclusion of this Phase.

3. Phase I-B: Site(s) Analysis and Master Planning:

- 3.1 The City shall submit to the consultant, any existing documentation relative to the proposed site that has been previously identified and investigated. Based upon the site size determined to be necessary, as identified within the Spatial Needs Assessment, and with the direct input of the City, the Consultant shall assist in the development of outlining the site characteristics of site.
- 3.2 The Consultant shall then conduct an evaluation of the City's parcel(s) utilizing nationally recognized criteria. The Consultant shall prepare, and distribute to the appropriate City personnel, a detailed form for evaluation by the City as well as the Consultants/Consultants.
- 3.3 Items to be considered will include:
 - 3.3.1 Ability of the site to accommodate appropriate public and staff parking.
 - 3.3.2 Evaluation of property relative to a 100-year storm.
 - 3.3.3 Identification of potential hazards.
 - 3.3.4 Ability and estimated cost to acquire adjacent parcels if deemed necessary and/or appropriate.
 - 3.3.5 Guidelines for the abandonment of right-of-way and/or roadways which may become internal to the site, or the establishment of an emergency vehicle ingress/egress easement through the adjacent properties to allow for a second means of access to a larger, more substantially constructed roadway.
 - 3.3.6 Appropriateness (capacity) of existing utilities, such as power, gas, water, sewer, fiber optics, etc.

- 3.3.7 The ability of the site to accommodate the space needs of the Public Works, Emergency Operations Center, and other facilities located on the site, both in terms of current needs (year 2020) and future needs (year 2030 and 2040).
- 3.4 Obtain, to the extent possible, historical and current aerial photographs of the properties, the purpose being to illustrate previous site utilization.
- 3.5 Based upon the information assembled and documented, the Consultant shall prepare a written report noting the information herein contained and make a specific recommendation as to the appropriateness of the property. Eight (8) copies of this report shall be provided to the City. The Consultant shall make one (1) in-person presentation of this report to the City Council or City Manager.
- 3.6 Based upon the information obtained during development of the Spatial Needs Assessment, the Consultant shall participate in a meeting(s) with representatives of the Client to initiate the Master Planning effort. The premise of this meeting shall be to obtain consensus as to the appropriate land utilization of the designated property and the proposed facility, as well as future expansion requirements.
- 3.7 Based upon the adopted Development Alternative, the Consultant shall prepare a Master Plan Document of the selected site, illustrating:
 - 3.7.1 Proposed land utilization of the selected site.
 - 3.7.2 Location and general configuration of "current need" facilities.
 - 3.7.3 Areas of potential expansion for future need.
 - 3.7.4 Location of vehicles access and egress, both staff and public.
 - 3.7.5 Pedestrian areas and site circulation.
 - 3.7.6 Vehicle Parking Areas (Staff, Public).
 - 3.7.7 Area(s) designated for stormwater detention.
 - 3.7.8 Required Standoff Distances
- 3.8 The Consultant shall then prepare a final Master Planning Drawing illustrative of the proposed recommended solution and present same to the staff of the City. These documents may then, upon direction by the City Administration, be the focal point of a public outreach program with the purpose of explaining the importance of the project to the local landowners and the community at large.
- 3.9 If requested, the design team will procure, on behalf of the City, a boundary and topographic survey of the City-owned property(s) for the use of site engineering for the proposed facilities. This service is provided to the City with the understanding and agreement that the Architect shall have no liability for said services.
- 3.10 This phase shall result in a detailed report, which shall contain the following components:
 - 3.10.1 Public Works Requirements.

- 3.10.2 Exterior Facilities (If Requested).
- 3.10.3 Joint-use / Shared Facility Opportunities.
- 3.10.4 Development Options.
- 3.10.5 Estimates of Probable Development Costs.
- 3.10.6 Phasing Plan(s).
- 3.10.7 Analysis and Identification of all pertinent regulatory requirements; including design standards and requirements stipulated by grant agreements.
- 3.10.8 Analysis and Identification of recommended green building elements.
- 3.11 The final report shall contain recommendations relative to potential solutions and shall include up to three (3) alternative development options as to the size and associated potential costs of each such alternative. This report shall be issued to the City's Project Management Team for review and consideration, and subsequently, upon the City's direction, to the Mount Dora City Council at a public meeting and/or Council Workshop.

4. Phase I-C: Conceptual Building Design:

The Consultant will prepare conceptual design documents consisting of preliminary elevations and illustrating the following items:

- 4.1 Confirm the site development layout illustrating parking areas, vehicular/pedestrian circulation, public/private zones, site utility considerations, future expansion, etc.
- 4.2 Provide block diagram of major programmed spaces showing functional relationship.
- 4.3 Provide building size/shape configuration showing major entry points.
- 4.4 Provide graphic representation of proposed exterior building envelope components.
- 4.5 Provide list of proposed energy efficient systems/building components.
- 4.6 Provide optional solutions if necessary, to address identified constraints.
- 4.7 Design concepts / components driven by required design criteria (FEMA 361, wind speed, wave height / impact, etc.

5. Phase I-D: Community Outreach Program (If Requested):

- 5.1 If requested, the design team, in association with the City, shall participate in up to three (3) community outreach meetings or workshops, in an effort to present the proposed project to the citizens of Mt. Dora. The meetings/presentations shall be conducted by a minimum of two (2) design team members.

6. Phase I-E: Estimate of Probable Development Costs:

- 6.1 The Consultant shall prepare an Estimate of Probable Development Costs that will identify site development costs, building construction costs, preliminary

technology needs costs, and project-specific “soft costs” for the City’s budgetary considerations.

7. Phase II: Basic Architectural and Engineering Services:

- 7.1 The Consultant shall provide services for the standard phases, as defined in the Owner/Consultant agreement, for the proposed facility. These shall include schematic design at 20% of the basic services fee, design development at 30%, construction documents at 25%, bidding or GMP coordination at 5%, and construction administration at 20%, respectively. Building Commissioning will follow the completed construction period.
- 7.2 The Consultant and the Client recognize that the requested services are of significant magnitude, scheduling and complexity, which include the facility being developed in terms of “survivability” as may be required by the City in accordance with FEMA 361 guidelines. It is our assumption that this facility shall meet design protocols associated with a hurricane resistant structure, the category of which has not been defined at this point in time.

Exhibit "B"
Additional Services

1. Additional Services:

The Architect, or his consultants, shall provide the following additional services if requested:

1.1 Interior Design:

1.1.1 Interior design services related to the programming, conceptual design, bidding and supervision of installation of furnishings. The Fee for this service is identified in Exhibit "D".

1.1.2 Services related to the inventory of existing furnishings and equipment shall be provided billable on an hourly basis, utilizing the rate schedule identified in Exhibit "D", or at an agreed upon fixed fee amount. Said services are to be provided only when specifically requested by the Client in writing.

1.2 Off-Site Civil Engineering:

Upon acceptance of the Conceptual Site Plan, if off-site civil engineering services are required, a scope of work shall be established. Work typically identified as the Scope of Services for Civil Engineering is construction falling outside the property lines or within on-site easements and/or the relocation of existing utilities. The Professional fee shall be agreed upon by the Client, the Architect and Civil Engineer based upon a defined Scope of Services.

1.3 Landscape Architectural Services:

Landscape Architectural Services shall be provided by a registered Landscape Architect, selected by the Architect, to provide the Scope of Services to be defined by the accepted Master Site Plan. The Professional Compensation Fees for these services shall be as noted in Exhibit "D".

1.4 Site and Building Identification/Graphic Design:

Provide graphic design services associated with the design and construction administration of building identification, graphics and signage.

1.5 Professional Liability Insurance:

The Design Team shall maintain, during the term of this agreement, Professional Liability Insurance providing coverage for errors and omissions in the amount of \$2,000,000.00. The Architect shall provide the Client with a certificate showing such coverage and providing that the insurance will not lapse or be canceled except upon thirty (30) days written notice to the Client. As compensation for the cost of such insurance, the Client will pay the Architect a value equating to 4% of the total Architectural and Engineering fee, excluding fees for the Building Program Verification, Master Planning, Preliminary Site Analysis, and Reimbursable

Expense Allowance. The Professional Compensation Fees for these services shall be as noted in Exhibit "D".

1.6 Permitting Coordination Services:

The Architect shall provide permitting coordination services as follows:

- 1.6.1 Define all permits and/or review agency requirements and provide a graphic chronological assessment.
- 1.6.2 Prepare and/or coordinate the permitting applications and make the submittals in a timely manner and in accordance with the schedule to be submitted by the Architect upon execution of this agreement by the Client.
- 1.6.3 Monitor the permitting process and provide written progress reports to the Client.
- 1.6.4 The Professional Fee for permitting associated with site and facilities shall be as noted in Exhibit "D".

1.7 Facility Energy Analysis:

The Architect shall so prepare Supplementary Design Documents as to permit the accomplishment of a detailed energy analysis, to be conducted by an appropriate entity with expertise in providing this service. The purpose of the analysis shall be to maximize energy efficient systems, including insulation, fenestration and similar passive energy applications, to the extent allowable by the project construction budget. This service will be required if the Client elects to pursue LEED certification for the proposed project. Services Fee shall be as noted in Exhibit "D". This is also a newly required service to meet the updated State of Florida Energy Code Permitting Requirements.

1.8 Facility or Site Model Computer Renderings:

The Architect shall develop up to 3 computer rendering(s) of the facilities or the overall Master Plan, illustrating site utilization, building massing, access and egress roadways, parking areas, pedestrian walkways and stormwater retention areas. The Professional Services Fee shall be as noted in Exhibit "D".

1.9 Special Engineering:

Special Structural Engineering services will be provided by the Architect/Engineer, when authorized by the Client, if unusual site soil or geographical conditions are found to exist. An additional fee in an amount to be determined shall be established based upon the conditions discovered and the complexity of services necessary to correct said conditions.

1.10 Extended Construction Observation:

The Architect shall provide standard construction observation services during the construction phase. As also noted in this agreement, these services constitute twenty percent (20%) of the value of Basic Services. The Construction Documents will stipulate the period allowed the Construction Manager (CM) for construction, which is anticipated to be fourteen (14) months. The Architect shall be entitled to

Additional Fees if the CM exceeds this stipulated period which shall be negotiated with the input of the Client, said fees being a pro-rata monthly fee of the fee allocated for this phase. These fees shall be documented in the contract specifications as the responsibility of the Construction Manager and shall be payable to the Client to reimburse the Client for payments to the Architect.

1.11 Post Occupancy/Warranty Inspection:

Eleven months after occupancy of the building the Architect and M/E/P Engineers shall conduct a warranty inspection of the building and shall document all systems and elements that are in need of corrective action on the part of the CM. The Architect shall subsequently re-inspect the facility(s) to establish that noted items have been satisfactorily resolved or if additional work is required on the part of the CM. The Professional Services Fee shall be as noted in Exhibit "D". Note that the fee for this service shall be due at the time such services are rendered.

1.12 Community Outreach Program:

If desired, the Architect and its team shall participate in up to 3 public presentations in a collective effort of engaging the local community at large. The Architect will assist with the development of the necessary presentation materials and format and will provide one copy, both digital and hard copy version, to the Client for its records. A minimum of two (2) representatives of the Architect's team shall participate in each of the requested presentations. The professional fee is as noted in Exhibit "D".

This service, if requested, will be included as a part of Phase II services.

1.13 Site Surveying Allowance:

The Architect shall obtain the services of a Registered Land Surveyor, acceptable to the Client, for a site boundary and topographic survey for the subject property. This service is provided to the Client with the understanding and agreement that the Architect shall have no liability for said services. The professional fee shall be established based upon a defined Scope of Services. This survey will be completed upon final determination / acceptance of the site by the Client.

1.14 Geotechnical Engineering Allowance:

The Architect shall obtain the services of a Professional Geotechnical Engineering firm for purposes of sub-surface soils investigation, percolation testing, and foundation recommendations. This service is provided to the Client with the understanding and agreement that the Architect shall have no liability for said services. The professional fee shall be established based upon a defined Scope of Services. These services will be completed upon final determination / acceptance of the site by the Client.

1.15 Building Commissioning:

The Architect and its Engineers, if so desired by the Client, shall provide complete building commissioning services of the Mechanical, Electrical, and low-voltage

systems facility wide including creating a commissioning plan, integrating the commission requirements into project specifications, creating functional test procedures, perform a test and balance verification, and create a training plan. The professional fee shall be as noted in Exhibit "D". This service is provided, upon the Client's request, at the conclusion of the construction period, and shall include integration testing of building information & communications (ICT) systems with external systems (e.g. commercial telecomm services and/or agency owned services).

1.16 Grants Coordination Assistance:

The Architect and its subconsultants will work directly with the Client's designated Grant Coordinator to assist with the documentation needed to process the grant. The professional fee shall be as noted in Exhibit "D".

1.17 Grants Application:

The Architect, if so desired by the Client, shall provide grant preparation services. The professional fee(s) shall be established after identification of a potential grant and/or grants, and is noted in Exhibit "D".

1.18 Additional Construction Observation Services:

The Client may elect to have the Architect provide additional on-site construction observation services beyond the bi-weekly standard services noted in this Agreement. Such representation, if desired, will be based upon the selection of an option, as provided for in Exhibit "D".

1.19 Record/Conformance Drawings:

This service is typically provided by the CM, but in the event that the Client desires the Architect to develop a record or "as-built" set of construction documents, provided at the conclusion of construction, then the Architect shall be entitled to a professional fee as noted in Attachment "D".

1.20 Audio-Visual Consultant:

The Architect shall obtain the services of an individual/Firm with expertise in audio-visual systems and, based upon a defined Scope, shall provide the Client with a proposed professional fee, as noted in Exhibit "D".

1.21 Computer Cable System Design Coordination:

The Architect shall meet with the Client's Project Manager and the Office of Information Technology staff and establish the basic guide lines for a computer cable system for the facility and shall subsequently prepare a cable plan with appropriate distribution spaces in the facility. The professional fee shall be as noted in Exhibit "D".

1.22 Security Consultant:

The Architect shall obtain the services of a qualified Security Consultant for services related to site and building security systems, including C.C.T.V.,

access/egress controls, locking devices, and site security systems. The professional fee shall be established based upon a defined Scope of Services as noted in Exhibit "D".

1.23 **Acoustical Engineering:**

The Architect shall obtain the services of a qualified Acoustical Engineer for enhancing performance in acoustically demanding environments related to the primary large-scale operational spaces. These services include controlling, isolating, and mitigating structure-borne, equipment-generated, and environmental noise and vibration, if required. The professional fee shall be established based upon a defined Scope of Services as noted in Exhibit "D".

Exhibit "C"
List of Sub-Consultants

MEP Engineer:

SGM Engineering, Inc.
935 Lake Baldwin Lane,
Orlando, FL 32814

Structural Engineer:

BBM Structural Engineers
1912 Boothe Circle
#100
Longwood, FL 32750

Civil Engineer:

AVCON Engineers, Inc.
5555 E. Michigan Street, Suite 200
Orlando, FL 32822

Security & Technology Consultant:

TLC Engineering Solutions
255 South Orange Ave
Suite 1600
Orlando, FL 32801

Landscape Architecture:

Castlebay
134 Riberia Street, Suite 102
St. Augustine, FL 32084

Exhibit "D"
Compensation, Method of Payment and Invoicing

Fee Allocation:

The following is the professional fee allocation for the various services defined in Exhibits "A" and "C".

1. Summary:

1.1	Phase I-A: Detailed Spatial Needs Assessment:	\$ 17,800.00
1.2	Phase I-B: Site Analysis & Master Planning:	\$ 20,000.00
1.3	Phase I-B: Site Surveying Allowance:	By Owner
1.4	Phase I-B: Site Geotechnical Engineering Allowance.....	By Owner
1.5	Phase I-B: Preliminary Site Environmental Assessment Allowance	By Owner
1.6	Phase I-C: Conceptual Building Design:	\$ 22,400.00
1.7	Phase I-D: Community Outreach Program (3 Presentations):	\$ 7,500.00
1.8	Phase I-E: Estimate of Probable Development Costs:	\$ 6,800.00
1.9	Phase I Subtotal:	\$ 74,500.00
1.10	Phase I Reimbursable Expenses:	\$ 1,200.00
1.11	Phase I: Total:	\$ 75,700.00

ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
Effective 11/01/2019 through 10/31/2020

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals.....	205.00/hr.
Studio Department Principals/Project Architects	182.00/hr.
Associates	152.00/hr.
Project Managers	145.00/hr.
Designers.....	87.00/hr.
Computer Draftsperson I.....	65.00/hr.
Computer Draftsperson II	65.00/hr.
Computer Supervisor	95.00/hr.
Threshold Inspector (Certified).....	83.00/hr.
Construction Administrators.....	102.00/hr.
Specification Writer	98.00/hr.
Senior Draftsperson	87.00/hr.
Draftsperson I.....	73.00/hr.
Draftsperson II	65.00/hr.
Accounting Services	83.00/hr.
Staff (Word Processor I)	50.00/hr.
Graphic Designer	72.00/hr.
Interior Design Principal.....	105.00/hr.
Interior Design Designer.....	77.00/hr.
Interior Design Specification Writer.....	76.00/hr.
Interior Design Draftsperson I	66.00/hr.

Note: Any changes in the above noted hourly rates, after October 1, 2020 shall be provided to the Owner thirty (30) days prior to said date.

Exhibit "E"
Project Schedule

Schedule:

1. Phase I: Pre- Design Planning Phases.....4 months
 - a. Spatial Needs Assessment
 - b. Site Analysis and Master Planning
 - c. Conceptual Building Design
2. Phase II: Basic Architectural and Engineering TBD months
 - a. Schematic Design
 - Owner Review & Comment.....TBD months
 - b. Design Development
 - Owner Review & Comment..... TBD months
 - c. 90% Construction Documents
 - Owner Review & Comment..... TBD months
 - d. Owner Review & Comment..... TBD month
3. Contract Award and Permitting Services.....TBD months
4. Construction ServicesTBD months
5. TotalTBD months

ATTACHMENT #2

RESOLUTION NO. 2021-29

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE CITY'S NEW PUBLIC WORKS FACILITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AMENDMENT 1 AND AUTHORIZATION TO EXECUTE; 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 competitively solicited for architectural design services related to the City's new Public Works Facility, pursuant to the City's Purchasing Policy and RFQ-19-PW-027; and

WHEREAS, on February 4, 2020, the City adopted Resolution 2020-17, which approved the Professional Services Agreement with Architects Design Group/ADG, Inc. for architectural design services for the City's new Public Works Facility as contemplated by RFQ-19-PW-027; and

WHEREAS, the City has determined that it is in its best interest to amend its Professional Services Agreement with Architects Design Group/ADG, Inc. to include needed storage solutions services.

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

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

SECTION 2. Approval of Amendment 1 and Authorization to Execute. Amendment 1 to the Agreement with Architects Design Group/ADG, Inc., attached hereto as **Exhibit A**, is hereby approved. The Mayor is hereby authorized to execute the Agreement on behalf of the City.

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 pertaining to Amendment 1 to the Agreement with Architects Design Group/ADG, Inc., related to the City's new Public Works Facility, 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.

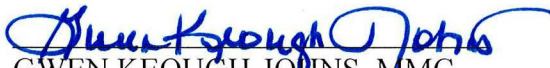
SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of March, 2021.



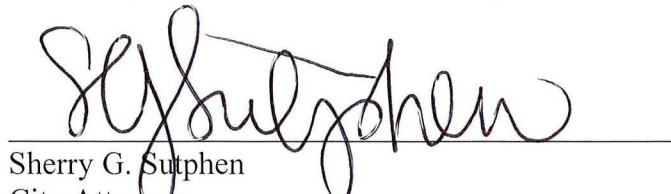
CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHN, MMC
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”

Amendment 1 to Agreement with
Architects Design Group/ADG, Inc.,
for architectural design services related
to the City’s new Public Works Facility

**AMENDMENT 1 TO PROFESSIONAL SERVICES
AGREEMENT BETWEEN CITY OF MOUNT DORA AND ADG, INC.**

THIS AMENDMENT 1 is made by and between City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757 (City), and Architects Design Group/ADG Inc., 333 N. Knowles Avenue, Winter Park, Florida 32789 (Consultant) and shall modify the terms and conditions of that Professional Services Agreement between the parties, executed on the 4th day of February, 2020 (Agreement).

WHEREAS, in accordance with the Agreement, the Consultant is providing architectural design services to the City stemming from RFQ-19-PW-027, as approved through Resolution 2020-17; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement.

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

1. Article 2.00 of the Agreement is hereby amended as follows:

ARTICLE 2.00. – SCOPE OF PROFESSIONAL SERVICES

*PROJECT DESCRIPTION AND SCOPE OF PROFESSIONAL SERVICES attached to the Agreement as Exhibit “A” is hereby amended to include the services set forth in **Exhibit “A”** attached hereto.*

2. Article 4.00 of the Agreement is hereby amended as follows:

ARTICLE 4.00 – OBLIGATIONS OF THE CONSULTANT.

4.08 USE OF SUB-CONSULTANTS

*The list of sub-consultants attached to the Agreement as Exhibit “C” is hereby amended to include the sub-consultant listed **Exhibit “B”** attached hereto.*

3. Article 6.00 of the Agreement is hereby amended as follows:

ARTICLE 6.00 – COMPENSATION AND METHOD OF PAYMENT

6.01 COMPENSATION AND METHOD OF PAYMENT

*PROFESSIONAL FEE ALLOCATION attached to the Agreement as Exhibit “D” is hereby amended to include the fees set forth in **Exhibit “C”** attached hereto. Such fees represent compensation due to the Consultant for the sub-contractor services set forth in Exhibit “A” attached to this Amendment 1.*

5. All of the terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment 1 and the Agreement between the parties, this Amendment 1 shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 2nd day of March, 2021.

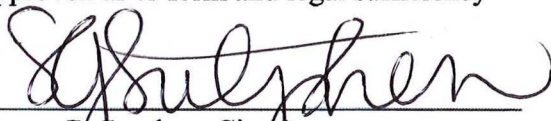
CITY OF MOUNT DORA


CATHERINE T. HOECHST, MAYOR

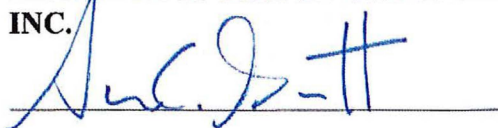
ATTEST:


GWEN KEOUGH-JOHNS, MMC
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

**ARCHITECTS DESIGN GROUP/ADG,
INC.**



Print: SUSAN C. GANTT

Title: SENIOR VICE PRESIDENT

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Susan C. Gantt, as _____, of ADG, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 22nd day of February, 2021.

(stamp)

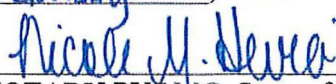

NOTARY PUBLIC, State of Florida



Exhibit “A”

SUMMARY:

Architects Design Group has requested a proposal for a future state storage and a manual slotting analysis to increase their future state utilization within the new facility for the city of Mount Dora. The future state storage plan will assign items to storage media types NOT the individual location to allow for flexibility of inventory handling.

PROJECT OBJECTIVE:

Develop and recommend the most cost-effective and efficient storage media for the city of Mount Dora's water and electrical inventory for their new warehouse. The design will include future state storage plan showcasing an improvement from existing to future storage utilization.

DELIVERABLES:

For the Design Solution:

We will use the information provided by Architects Design Group and the city of Mount Dora to develop cost, planning, and design estimates. The following deliverables are in scope and should be accounted for in the contracted response:

- Provide one minimum design plus any alternative designs into current facility layout.
 - Recommended design plus any alternative designs (if necessary)
 - Storage Systems
 - Each design should include a drawing package
 - Each design should include:
 - Budgetary costs
- Detailed Project Plans:
 - Final engineering design into actual building
 - Plan to transition from current design to future design
 - Turn over to Architects Design Group
- Comparison of current and future state designs in relation to capacity,

DATA TO BE PROVIDED TO SSI:

SSI will use the information provided by Architects Design Group and the city of Mount Dora to develop cost, planning, and design estimates, assuming:

- Enhancements from the current operation should be incorporated into the proposed redesign to reduce the overall cost of operation.
- SSI has the ability to visit and assess current operation as necessary.

** If detail data is lacking it will be the responsibility of Architects Design Group to provide summary design data to be used in determining design requirements.*

Confidential information between Storage Solutions and Architects Design Group
for the sole use of the intended recipient

Exhibit “B”
Sub-Consultants

Storage Solutions, Inc.
910 East 169th Street
Westfield, IN 46074

Exhibit “C”



Architects Design Group

AAC001197

Architects and Planners

Ian A. Reeves, AIA

President, Principal

I.S.K. Reeves V, FAIA

CEO, Principal

Susan C. Ganit, AIA, LEED AP

Senior Vice President

Rodney McManus, LEED AP

Vice President of Operations

Fred Rambo, RA

Vice President of Production

Winter Park, Florida

333 North Knowles Avenue

Winter Park, FL 32789

Phone: 407.647.1706

Dallas, Texas

325 N. St. Paul Street

Suite 4250

Dallas, TX 75201

Phone: 469.501.5540

www.adgusa.org

marketing@adgusa.org

February 16, 2021

Mr. Chet Cramer, Project Manager
Ms. Merry Lovern, Co- Project Manager
City of Mount Dora
1300 N. Donnelly Street
Mount Dora, Florida 32757

Re: Mount Dora Municipal Services Complex – Inventory Warehouse
Additional Service Fee Proposal for Storage Solutions Study
ADG Project No. 1037-19/1.21

Dear Chet & Merry,

Per direction from the City of Mount Dora, please consider this letter as ADG's scope and fee proposal for a storage study of the storage system needs for the Inventory Warehouse at Limit Avenue. The study and recommendations will focus on efficient storage solutions for the warehouse, so that the building size may be reduced to the area needed for storage and access only, without wasted space.

The study will be conducted by Storage Solutions (see attached proposal). ADG will provide CAD backgrounds as needed for Storage Solutions to make recommendations, and will coordinate information gathering & information distribution to the design team and yourselves. We will also make building floor plan adjustments as necessary to implement any city accepted recommendations. Below is our fee proposal.

Professional Fee:

The professional fees, based on the services and deliverables outlined and defined above, are as follows:

1. ADG (Architecture & Coordination)	\$ 1,200
2. Storage Solutions Consultant	\$ 7,800
Total Fee:	\$ 9,000

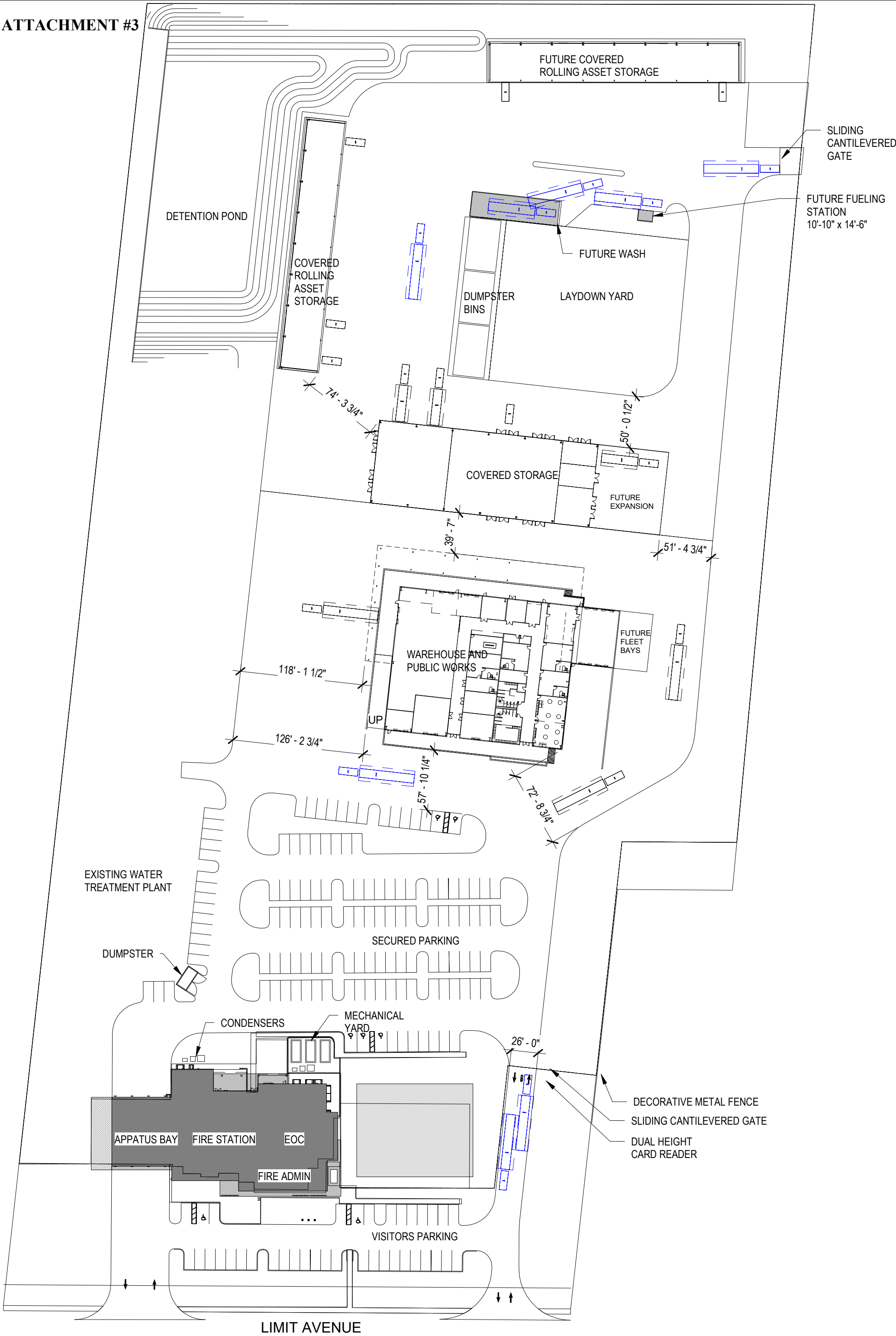
Please review the above information and let us know if you have any questions or comments. All other terms of the agreement between ADG, Inc. and the City of Mount Dora shall remain as previously agreed. If the information outlined meets with your approval, please provide an Amendment to our current contract. This will be Amendment No. 1.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. C. Gantt", with a stylized flourish at the end.

Susan C. Gantt, AIA, LEED AP
Sr. Vice President, Architects Design Group

Attachments: Storage Solutions Proposal, dated February 10, 2021



**AMENDMENT 2 TO PROFESSIONAL SERVICES
AGREEMENT BETWEEN CITY OF MOUNT DORA AND ADG, INC.**

THIS AMENDMENT 2 is made by and between City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757 (City), and Architects Design Group/ADG Inc., 333 N. Knowles Avenue, Winter Park, Florida 32789 (Consultant) and shall modify the terms and conditions of that Professional Services Agreement between the parties, executed on the 4th day of February, 2020 (Agreement).

WHEREAS, in accordance with the Agreement, the Consultant is providing architectural design services to the City stemming from RFQ-19-PW-027, as approved through Resolution 2020-17; and

WHEREAS, on March 2, 2021, the City adopted Resolution 2021-29, authorizing Amendment 1 to the Agreement; and

WHEREAS, the parties have determined that it is in their mutual best interest to once again amend the Agreement.

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

1. Article 2.00 of the Agreement is hereby amended as follows:

ARTICLE 2.00. – SCOPE OF PROFESSIONAL SERVICES

PROJECT DESCRIPTION AND SCOPE OF PROFESSIONAL SERVICES attached to the Agreement as Exhibit “A” is hereby further amended to include the services set forth in Exhibit “A” attached hereto.

2. Article 4.00 of the Agreement is hereby amended as follows:

ARTICLE 4.00 – OBLIGATIONS OF THE CONSULTANT.

4.06 ADDITIONAL SERVICES

ADDITIONAL SERVICES attached to the Agreement as Exhibit “B” is hereby amended to include the additional services set forth in Exhibit “B” attached hereto.

4.08 USE OF SUB-CONSULTANTS

The list of sub-consultants attached to the Agreement as Exhibit “C” is hereby amended to include the sub-consultant listed Exhibit “C” attached hereto.

3. Article 6.00 of the Agreement is hereby amended as follows:

ARTICLE 6.00 – COMPENSATION AND METHOD OF PAYMENT

6.01 COMPENSATION AND METHOD OF PAYMENT

*PROFESSIONAL FEE ALLOCATION attached to the Agreement as Exhibit “D” is hereby amended to include and update the fees set forth in **Exhibit “D”** attached hereto.*

5. All of the terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment 1 and the Agreement between the parties, this Amendment 1 shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2022.

CITY OF MOUNT DORA

CRISSY STILE, MAYOR

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

ARCHITECTS DESIGN GROUP/ADG,
INC.

Susan C. Gantt

Print: SUSAN C. GANTT

Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization of Susan Gantt, as
Senior Vice President, of ADG, Inc., who personally swore or affirmed that he/she is
authorized to execute this Agreement and thereby bind the Corporation, and who is personally
known to me or who produced _____ as identification,
and who did/did not take an oath this 22nd day of February, 2022.

(stamp)

Nicole M. Hevia
NOTARY PUBLIC, State of Florida



General Description:

The project, and related Scope of Services, is generally described as Design / Engineering for the following project:

- **Mount Dora Public Works Operations and Inventory Warehouse**
- **Materials Storage Building**
- **Rolling Asset Storage Building**
- **Related Site Improvements, including future Fueling Station & Wash Station**

The design will be based on the approved Phase I concept design of a single story, 23,900 square foot, pre-engineered metal building Operations and Inventory Warehouse, a 14,400 square foot open air Materials Storage Building, a 29,400 square foot open air Rolling Asset Storage Building, on approximately 8.13 acres of a 17 acre site. The site shall be developed to be divided between a public access & parking area and a secure areas for staff parking and apparatus return to the station. This Phase of Services are herein identified as follows:

1. Project Kick-Off:

- 1.1 The Architect and Consultant Engineering team shall participate in an initial meeting for Phase II activities, with city's Project Management Team, and any other stakeholders identified by the City, to review the proposed project and to establish project schedules for the remaining design, engineering and construction administration tasks.

2. Phase II: Basic Architectural and Engineering Services:

The Architect's Basic Services consist of those described in this phase and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this phase are Supplemental or Additional Services.

2.1. Schematic Design Phase:

- Based on the Project requirements agreed upon with the Owner under Phase I conceptual design & programming activities, the Architect shall prepare and present, for the Owner's approval, Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, updated building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

EXHIBIT “A”

Scope of Services – Phase II

Mount Dora Public Works Facility & Complex

Mount Dora, Florida

ADG Project No. 1037-19

February 17, 2022

Page 2

- The Architect shall submit the Schematic Design Documents in PDF electronic format to the Owner, and request the Owner’s review and approval.
- The Architect shall assist the Owner’s Construction Manager at Risk in preparing a Schematic Design Estimate of Probable Development Cost that will identify site development costs, building construction costs, preliminary technology needs costs, and project-specific “soft costs” for the County’s budgetary consideration. The ADG team will assist in providing estimating packages so that the CMAR can confirm that the project remains in compliance with the County's budget.
- Should the cost of the design exceed the Owner’s approved construction budget (based upon Ajax Building Company’s Concept Design cost estimate, dated January 19, 2022), the ADG Design Team shall adjust the design of the project to conform to the project construction budget.

2.2. Design Development Phase:

- Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- The Construction Manager shall update the estimate of probable development costs, based on the architect’s design documentation.
- The Architect shall submit the Design Development Documents in PDF electronic format to the Owner, and request the Construction Manager at Risk to advise the Owner of any adjustments to the estimate of the Cost of the Work, including the necessary adjustments to bring the project within budget, and request the Owner’s approval.

2.3. Construction Documents Phase:

- Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the

EXHIBIT "A"

Scope of Services – Phase II

Mount Dora Public Works Facility & Complex

Mount Dora, Florida

ADG Project No. 1037-19

February 17, 2022

Page 3

construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review.

- The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- During the development of the Construction Documents, the Architect shall assist the Owner and CMAR in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding to sub-contractors and suppliers, including bidding or proposal forms. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications.
- The Architect shall assist the CMAR in updating the estimate for the Cost of the Work.
- The Architect shall submit the Construction Documents in PDF electronic format to the Owner and request the Owner's approval.
- The Architect will prepare and distribute meeting notes and incorporate the Owner's comments into the final submittal package. A comment/response letter to the Owner's comments will be submitted to ensure the Owner's comments from the review have been addressed. The final submittal package will be prepared and submitted to the Owner. The submittal will include signed and sealed drawings and technical specifications and other information necessary for permitting purposes. Hard copy submittal packages and/or electronic submittals will be provided, which will be used by the Construction Manager at Risk for permitting purposes. The Construction Manager at Risk shall provide for distribution of documents to all sub-contractors.

2.4. Guaranteed Maximum Price (GMP) Coordination

- Following the Owner's approval of the Construction Documents, the Architect shall assist the Construction Manager at Risk, Wharton Smith, Inc. with any Request for Information (RFI) or document clarifications as they obtain bids from sub-contractors and prepare their final Guaranteed Maximum Price (GMP) for the construction of the project.
- The design criteria for the Operations and Inventory Warehouse, as well as for the covered buildings in the project, shall be the current Florida Building Code at the time of permitting, Chapter 16, Structural Design, Risk Category II for typical office and warehouse building facilities, ASCE 7-16, and local ordinances adopted for Mount Dora, Florida.

2.5. Construction Administration Services

- The Architect shall assist the City with the coordination of the construction process, working closely with the County's selected Construction Manager at Risk. Services shall include reviews of the proposed construction schedule, providing responses to submitted RFI's (requests for information), reviewing submittals for compliance with the contract documents, reviewing pay applications, and providing a complete facility review to develop a punch list of items to be addressed prior to the issuance of a substantial completion certificate, followed by a final facility review and final completions report.

Project Schedule:

Activities will be initiated upon receipt of executed contract or contract amendment and Notice To Proceed.

1. Pre- Design Planning Phases (completed under Phase I)
 - a. Space Need programming, Site Analysis, Master Planning and Concept Design
2. Standard Architectural and Engineering 33 weeks
 - a. Schematic Design
 - Includes Owner/CM Review & Comment..... 6 weeks
 - b. Design Development
 - Includes Owner/CM Review & Comment..... 8 weeks
 - c. 60% Construction Documents
 - Includes Owner/CM Review & Comment..... 8 weeks
 - d. 90% Construction Documents 8 weeks
 - e. Final 100% Construction Documents 3 weeks
3. GMP Approval and Permitting Services..... 8 Weeks
4. Construction Services..... 13.5 Months
5. Total 23 Months

Note: Time Durations noted will require the agreement and timely performance of all involved entities participating in the process, including, but not limited to the following:

- Architectural and Engineering Team
- Construction Manager at Risk
- City of Mount Dora Permitting & Zoning Authorities
- City review and administrative staff

EXHIBIT "B"

Additional Services – Phase II

Mount Dora Public Works Facility & Complex

Mount Dora, Florida

ADG Project No. 1037-19

February 17, 2022

Page 1

1. Additional Services:

The list below indicates professional services that are recommended to be added to the contract in order to have a complete design of the project. These services are in addition to basic services.

1.1. Civil Engineering:

On site Civil engineering services shall be provided by a Florida registered engineer. Services include stormwater design, grading & paving, utility distribution, etc. Engineering design shall be based upon the accepted Master Site Plan. The fees for these engineering services shall be as noted in Exhibit "D", and as indicated in the attached consultant proposal of from AVCON, Inc.

1.2. Landscape Architectural Services:

Landscape Architectural Services shall be provided by a registered Landscape Architect, selected by the Architect, to provide the Scope of Services to be defined by the accepted Master Site Plan and City landscape regulations. The fees for these design services shall be as noted in Exhibit "D", and indicated in the attached consultant proposal from Kimley Horn.

1.3. Geotechnical Testing and Engineering Services:

To be provided by the City's Geotechnical Consultant. The purposes of sub-surface soils investigation, percolation testing, and foundation recommendations. These services will be completed based upon the accepted site plan layout, and the testing locations recommended by the civil engineer, landscape architect, structural engineer and architect.

1.4. Voice/Data & Audio-Visual Consultant:

The Architect has obtained the services of a firm with expertise in audio-visual & communications systems. The fee and Scope are as noted in Exhibit "D", and as indicated in the attached consultant proposal from TLC Engineering Solutions.

1.5. Security Consultant:

The Architect has obtained the services of a qualified Security Consultant for services related to site and building security systems, including C.C.T.V., access/egress controls, locking devices, and site security systems. The professional fee and scope are as noted in Exhibit "D", and as indicated in the attached consultant proposal from TLC Engineering Solutions.

1.6. Site Element Structural Engineering:

The Architect has obtained the services of a qualified Structural Engineer for services related to miscellaneous site elements, such as dumpster enclosures, flag pole foundations, retaining walls, covered walkways and central utility plant enclosures. The professional fee and scope are as noted in Exhibit "D".

1.7. Site Electrical Lighting & Engineering Design:

The Architect has obtained the services of a qualified Electrical Engineer for services related to miscellaneous site lighting and electrical support for site security elements, such as access

controlled gates, power pedestals, general site pole or building mounted lighting, etc. The professional fee and scope are as noted in Exhibit "D".

1.8. **Interior Designer:**

The Architect has obtained the services of a qualified Interior Design Professional to direct and coordinate the design of finishes & fixtures for the project. This includes creating finish schedules, floor plans, interior elevations & details indicating placement of materials, fixtures and equipment for the Operations and Inventory Warehouse Building. The professional fee and scope are as noted in Exhibit "D".

1.9. **Professional Liability Insurance:**

The Design Team shall maintain, during the term of this agreement, Professional Liability Insurance providing coverage for errors and omissions in the amount of \$2,000,000.00. The Architect shall provide the Client with a certificate showing such coverage and providing that the insurance will not lapse or be canceled except upon thirty (30) days written notice to the Client. As compensation for the cost of such insurance, the Client will pay the Architect a value equating to .6% of the total Architectural and Engineering fee, excluding fees for the Master Planning, Preliminary Site Analysis, and Reimbursable Expense Allowance. The Professional Compensation Fees for these services shall be as noted in Exhibit "D".

2. **Excluded Services:**

- 2.1. Off-Site Civil Engineering, beyond that indicated under the Civil Engineer's Proposal:
- 2.2. Facility Energy Analysis, beyond Florida Energy Code required analysis.
- 2.3. Facility or Site Model Computer Renderings.
- 2.4. Special Engineering for unusual site soil or geographical conditions.
- 2.5. Extended Construction Observation, beyond the construction period stipulated in the project schedule, Exhibit E.
- 2.6. Additional Construction Observation Services, in addition to on-site construction observation services beyond the bi-weekly standard services noted in this Agreement.
- 2.7. Record/Conformance Drawings.
- 2.8. Sustainable Design Concept Implementation / LEED Design.
- 2.9. Environmental Engineering.

**EXHIBIT “C”
Sub-Consultants**

1. Civil Engineering: AVCON, Inc.
2. Landscape Architectural Services: Castle Bay Design + StudioInc.
3. Voice/Data & Audio-Visual Consultant: TLC Engineering Solutions
4. Security Consultant: TLC Engineering Solutions.
5. Structural Engineering – Site Elements: BBM Structural Engineers
6. Electrical Site Lighting: SGM Engineering

EXHIBIT “D”

Professional Fee Allocation – Phase II

Mount Dora Public Works Facility & Complex

Mount Dora, Florida

ADG Project No. 1037-19

February 17, 2022

Page 1

Fee Allocation:

The following is the professional fee allocation for the various services defined in Exhibits “A” and “C”.

1. **Summary:**

1.1	Phase II: Basic A/E Services:	\$ 849,540
1.2	Phase II: Required Additional Services:	\$ 151,128
1.3	Phase II Subtotal:.....	\$ 1,000,668
1.4	Phase II: Reimbursable Expenses (A/E Team – Not To Exceed):.....	\$ 20,000
1.5	Total Phase II Fees & Reimbursable Expense:	\$ 1,020,668

2. **Phase II: Basic Architectural and Engineering Services:**

The Architectural and Engineering services for the referenced project are based upon a stated total estimated construction budget of \$16,527,625, which includes approximately \$14,027,625 for building cost. Should this value change, the standard A/E services will be modified accordingly:

2.1 Basis of Fee:

Estimated Construction Value of: \$16,527,625

Less \$2,500,000 for sitework = \$14,027,625

Fees for Architecture, Structural Engineering, Mechanical, Electrical,
Plumbing and Fire Protection Engineering:

\$ 14,027,625 @ 6.06% Fee.....\$ 849,540

Schematic Design (20%).....\$ 169,908

Design Development (30%).....\$ 254,862

Construction Documents (25%).....\$ 212,385

GMP Bidding & Permitting Support to CMAR (5%) ...\$ 42,477

Construction Administration (20%).....\$ 169,908

2.2 Reimbursable Expenses Allowance (Not To Exceed).....\$ 20,000

2.3 **Subtotal**\$ **869,540**

3. **Phase II: Additional Services:**

Additional Services, consisting of a variety of tasks, are itemized and described in Exhibit “C” of this Agreement. The following is a summary of these services and their related professional fee allocation. Please note that service line items that are listed as required additional services are needed to complete the project but fall outside of the “standard A/E services” above, per the Florida Department of Management Services Professional Services Fee Calculator.

EXHIBIT "D"

Professional Fee Allocation – Phase II

Mount Dora Public Works Facility & Complex

Mount Dora, Florida

ADG Project No. 1037-19

February 17, 2022

Page 2

TASK	TOTAL FEE:
<u>Additional Services:</u>	
1.1. Civil Engineering	\$ 74,065
1.2. Landscape Architecture	\$ 15,500
1.3. Security / Audio Visual / Data Distribution Consultant	\$ 5,700
1.4. Structural Engineering for Site Elements	\$ 4,500
1.5. Electrical Site Lighting	\$ 4,500
1.6. Interior Design	\$ 33,982
1.7. ADG Consultant Coordination for Additional Service items	\$ 6,913
Sub-Total.....	\$ 145,160
1.8. Professional Liability Insurance:	
\$ 994,700 @ .6%.....	\$ 5,968
Sub-Total – Additional Service Fees	\$ 151,128

ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
 Effective 02/01/2022 through 02/01/2024

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals.....	205.00/hr.
Studio Department Principals/Project Architects	182.00/hr.
Associates	152.00/hr.
Project Managers	145.00/hr.
Designers.....	87.00/hr.
Computer Draftsperson I.....	65.00/hr.
Computer Draftsperson II	65.00/hr.
Computer Supervisor	95.00/hr.
Threshold Inspector (Certified).....	83.00/hr.
Construction Administrators.....	102.00/hr.
Specification Writer	98.00/hr.
Senior Draftsperson	87.00/hr.
Draftsperson I.....	73.00/hr.
Draftsperson II	65.00/hr.
Accounting Services	83.00/hr.
Staff (Word Processor I)	50.00/hr.
Graphic Designer	72.00/hr.
Interior Design Principal.....	105.00/hr.
Interior Design Designer.....	77.00/hr.
Interior Design Specification Writer.....	76.00/hr.
Interior Design Draftsperson I	66.00/hr.

Note: Any changes in the above noted hourly rates, after February 1, 2024 shall be provided to the Owner thirty (30) days prior to said date.



CITY OF MOUNT DORA

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

DATE: March 1, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval to Seek Private Contributions/Funding to Construct up to Six (6) Pickleball Courts at Summerview Park

Introduction:

This is an opportunity for City Council to approve City staff to seek contributions/funding for the construction of up to six (6) pickleball courts at Summerview Park.

Discussion:

The City has recently opened a new park at Summerview. The facility has parking, a restroom and an open field where pickleball courts could be constructed.

The City has been working to identify a new site for pickleball courts. The sport has a sizable following in Mount Dora. City staff worked with CMAR contractor Evergreen Construction to develop a pre-construction proposal and conceptual cost estimate for the construction of up to six (6) pickleball courts. Pre-construction services are estimated at \$7,100 and Evergreen estimated the cost of construction at \$307,500 in August. (See **Attachment #1.**)

The City's Leisure Services Director has identified a prospect who has a serious interest in supporting the project with a sizable contribution. Staff is requesting approval to solicit a sizable donation for the purpose of providing the funds necessary to construct up to six (6) pickleball courts at Summerview Park.

Budget Impact:

Not applicable at this time. City staff is requesting authorization to solicit contributions/funding for the construction of up to six (6) pickleball courts at Summerview Park. Donation agreements, budget amendments, and authorization to proceed will be brought back to City Council for approval.

Strategic Impact:

Addition of pickleball courts meets the City's strategic goal of infrastructure and development of parks and recreation services for all ages and activity levels.

Recommendation City Council is asked to authorize City staff to solicit a sizeable donation for the purpose of providing the funds necessary to construct up to six (6) pickleball courts at Summerview Park.

Attachment(s):

1. Attachment 1 - Evergreen Proposal Summerview Pickleball

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 2/24/2022



ATTACHMENT #1

August 18, 2021

Mr. Chet Cramer
City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

RE: **Continuing Services Contract - Summerview Park Pickleball Courts
Mount Dora, Florida**

Dear Chet,

Thank you for the opportunity to submit our initial proposal for the addition of six-(6) pickleball courts at Summerview Park.

Pre-Construction Services:

Civil design by Germana Engineering		\$2,650.00
Evergreen Pre-construction	24 hours @ \$90	2,160.00
Topographical Survey	16 hours @ \$80	1,280.00
Printing Costs		210.00
Contractor's Fee		<u>500.00</u>
Total		\$7,100.00

A copy of the civil engineer's proposal is attached. Please note Germana Engineering has assumed we will prepare a submittal package only to St. Johns River Management District for an exemption. No additional engineering is included.

Depending on the configuration of the courts, the existing five feet (5') of fall across the site from east to west could be handled with tie-in slopes or a short retaining wall. Sloping the site is the least expensive option; however, if a retaining wall is required, the design for that would be an added cost of approximately \$1,500.

We have also included a rough order-of-magnitude estimate of the construction costs for your information. It assumes the design of the site lighting and landscaping will be performed by those respective trades (design/build).

30941 Suneagle Drive, Mt. Dora, Florida 32757

If you should have any questions regarding this pricing, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard Charleson".

Richard Charleson
Pre-Construction Director

cc: Mark Starcher – Evergreen
Chris Sadowski - Evergreen

CONCEPTUAL ESTIMATE OF CONSTRUCTION COST

Division	Description	Amount
01	General Conditions - Staffing (2 months) - Temp Facilities - Toilets / Dumpster - Office Supplies / Telephone - Pickup Truck - Safety	39,000 500 1,500 1,400 1,500 1,000
	Design (Construction Administration)	1,050
	Third Party Testing & Inspection	1,550
02	Sitework - Survey - Erosion Control Fencing - Mass Earthwork - Retaining Wall - Storm Drainage - Concrete Sidewalks	1,500 4,000 15,000 10,000 4,000 2,000
02	Landscaping - Design - Plantings - Rework Irrigation - Sod	500 2,000 1,500 2,000
13	Pickleball Court Construction - Site Prep - Concrete Curb - Pavement & Markings - Pickleball Equipment - Fencing	133,000
16	Electrical - Design - Site Lighting	1,200 35,000
	Subtotal	259,200
	Other - General Liability Insurance - Contractor's Fee - Contingency at 5% - Performance & Payment Bond - Building Permit	3,400 21,000 14,200 6,400 3,300
	Total	\$ 307,500

Note: If drinking fountain(s) is desired out at the pickleball courts, figure on an additional \$5,000 to run an underground line and install fountain(s).

Richard Charleson

From: cgermana@germanaengineering.com
Sent: Thursday, August 19, 2021 7:26 AM
To: Richard Charleson
Subject: RE: Summerview Park, Mount Dora

Richard,

For design grading purpose and permitting a topo survey would be required. As-builts would probable contain underground utilities unless an as-built topo survey was conducted by the developers surveyor.

Depending on the configuration of the courts the 5' fall could be handled with tie-in slope or a short retaining wall. My initial though is that we can use tie-in slope but that is unknown until we start the design. The overall park is big so if the project limits for grading can expand past the court area that would help in avoiding the small retaining wall. If walls are required we would identify the location and height, but the design and permitting of the walls would be by others.

Regards,

Christopher Germana, PE (FL)

GERMANA ENGINEERING & ASSOCIATES

1120 W. Minneola Avenue, Clermont, Florida 34711
Phone #: (352) 242-9329, Ext 101
Cell #: (352) 516-4303
web: www.germanaengineering.com
e-mail: cgermana@germanaengineering.com
FL Certificate of Authorization # 29279

----- Original Message -----

Subject: RE: Summerview Park, Mount Dora
From: Richard Charleson <rcharleson@evergreencm.net>
Date: Thu, August 19, 2021 7:02 am
To: "cgermana@germanaengineering.com" <cgermana@germanaengineering.com>

Christopher,

A couple of questions:

1. Will we need to have a survey done or can we get by with the as-built drawings from the previous developer?
2. There is approximately 5' of fall across the site from east to west. Will we need a small retaining wall along the west side and/or some type of storm water catchment?

Richard Charleson, Pre-Construction Director
EVERGREEN CONSTRUCTION

Mobile: 904-477-2586
Phone: 352-227-1460
Email: rcharleson@evergreencm.net
Web: www.evergreencm.net
30941 Suneagle Drive
Mount Dora, FL 32757



1120 W. Minneola Avenue
Clermont, Florida 34711
Certificate of Authorization # 29279

August 16, 2021

Evergreen Construction
Mr. Richard Charleson
30941 Suneagle Drive
Mount Dora, Florida 34757

**Re: Summer View Park, Pickle Ball Court – City of Mount Dora, Florida
Proposal for Civil Engineering Services**

Dear Mr. Richard Charleson:

Germana Engineering and Associates, LLC (the Consultant) is pleased to submit this letter of agreement to Evergreen Construction (the Client) to provide site Civil Engineering support on proposed park improvements. Our Project description, proposed scope of services, and fees are discussed below.

PROJECT DESCRIPTION

We understand the Client would like the Consultant to assist with preparing Civil Engineering Plans for improvements at an existing park located on a developed property within the City of Mount Dora, Florida. The project is referred to as the (the "Site", "Property" "Park", or "Court") throughout this document.

- A. The subject site is located on the following parcel which is shown in Exhibit A and B:
 - 1) ALT Key # 1124298 = 19.95 Acres
- B. We understand that the project will consist of a proposed Pickle Ball Court within the existing Summer View Park. The location of the proposed court is identified in the Client provided sketch as shown in Exhibit C.
- C. The Pickle Ball Court will be designed in accordance with industry standards. The initial court layout will be coordinated with the Client and City during the concept plan portion of the project (Task 1). Once the initial concept plan layout is accepted by the Client and/or City, the Consultant will then proceed to the Site Engineering Plans (Task 2).
- D. It was observed that an existing stormwater pond is located on the park property, west of the proposed Pickle Ball Court location. It is assumed that the existing stormwater pond has capacity to accommodate the additional impervious area associated with the proposed pickle ball court. Therefore stormwater pond design/permitting is not anticipated for the project. If required this can be provided as additional services under a separate scope and fee.
- E. A letter modification and/or exemption determination will be submitted to St. Johns River Water Management District demonstrating compliance with the existing on-site stormwater management system.

- F. Utility improvements are not anticipated for the project, with the exception of a single water service for hose bibs or drinking fountain. Utility services (if proposed) will connect to existing on-site utility infrastructure. An as-built and/or utility locate will be needed by the Consultant to prepare the Civil Engineering utility design and coordination with existing utilities.
- G. It is understood that the following services will be provided under a separate agreement with the Client:
 - a) Boundary and Topographic Survey
 - b) Geotechnical Investigation
 - c) Environmental Investigation
 - d) Underground utility locate of the project area
 - e) Landscape and Irrigation Design and Permitting. This includes hardscape design for the court.
 - f) Traffic Study/Impact Analysis (if required)
 - g) Building Design and Permitting (if required)
 - h) Structural Engineering Design and Permitting

SCOPE OF SERVICES

Task 1 – Concept Plan and Client/City Coordination

- 1. The Consultant will prepare concept plan options of the court and present to the Client for coordination with the City of Mount Dora. Based on Client and City comments the Consultant will revise the concept plan. Requested meeting are included in this task.

Task 2 – Site Engineering Plans

Based on the items described in the Project Description, Germana Engineering and Associates, LLC will prepare site engineering plans that will consist of the following:

- A. Title Sheet with Project Notes
- B. Demolition Plan
- C. Site and Geometry Plan
- D. Grading and Drainage Plan Sheets
- E. Utility Plan
- F. Construction Details
- G. Sediment and Erosion Control Plan

The Site Engineering Plans will incorporate details and specifications needed for construction, but will only be limited to site related items. It is assumed that detail and specifications for the building, geotechnical, environment, etc. will be provided by others. Local meetings associated with this task are included in the Consultants scope of services. Requested meetings are included in this task.

Task 3– Agency Permitting Submittals

Germana Engineering and Associates, LLC will prepare Civil Engineering submittal packages for the Regulatory Agencies listed below:

1. City of Mount Dora

- a) Germana Engineering and Associates, LLC will prepare a submittal package to the City of Mount Dora for review.
- b) Germana Engineering and Associates, LLC will respond to requests for additional information from the City of Mount Dora regarding the site engineering plan submittal.

2. St. Johns River Water Management District (SJRWMD)

- a) Germana Engineering and Associates, LLC will prepare a submittal package to SJRWMD for a Letter Modification or Exemption Determination.
- b) Germana Engineering and Associates, LLC will respond to requests for additional information regarding the site engineering plan submittal.

Task 4– Construction Administration (if requested)

1. The Consultant will conduct Client/City requested site visits throughout the duration of the project construction to observe the Civil related construction items.
2. Under this task the Consultant will also review Civil Related Shop Drawings and Request for Additional Information (RFI's) submitted by the Contractor.
3. The Consultant will prepare final certifications and close out of the project for site related items.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Improvements not described in the scope of services
2. Permitting not identified in the scope of services
3. Stormwater Pond design and permitting
4. Off-site water and sanitary sewer design/permitting
5. Sanitary lift station design/permitting
6. Roadway or parking improvements located on-site or off-site

INFORMATION PROVIDED BY CLIENT AND/OR OWNER

Germana Engineering and Associates, LLC will utilize the following information which will be provided by the Client or Representative:

1. Agency permitting fees and Signature on permit applications
2. Existing Condition Survey including boundary, and topographic survey (in AutoCadd)
3. Geotechnical Evaluation/Report
4. Environmental Report (Phase 1 and Ecological Assessment)
5. Underground utility locates and as-builts of the park

SERVICES NOT INCLUDED

1. Boundary and Topographic Survey, Preliminary and/or Final Plat
2. Environmental (Phase 1 and Ecological Assessment)
3. Geotechnical Engineering
4. Landscape/Irrigation Design and Permitting
5. Structural Engineering, Retaining Wall/Entrance wall design
6. Traffic Engineering/Traffic studies
7. Design/Permitting of hardscape features associated with the Pickle Ball Court
8. Site Lighting Design and Permitting
9. Underground utility locates

FEE AND BILLING

Germana Engineering and Associates, LLC will provide the services described above for the labor fees below:

TASK	FEE
1 – Concept Plan and Client/City Coordination	\$ 300
2 – Site Engineering Plans	\$ 1,975
3 – Agency Permitting Submittals	\$ 375
4 – Construction Administration (if requested)	\$ 1,050

Germana Engineering and Associates, LLC will perform the services as described in Task 1 through Task 4 of the Scope of Services for a lump sum labor fee range of **\$3,700**.

Direct reimbursable expenses such as rush express delivery services and reprographic printing are included in the Consultants scope. Other direct expenses will be billed at 1.10 times cost. Permitting, application, and other project fees will be paid directly by the Client and/or City.

If Additional Services are needed and requested by the Client, Germana Engineering and Associates, LLC will provide the services on a labor fee plus expense basis according to our current hourly rate schedule.

Fees and expenses will be invoiced based upon the percentage of services performed or actual services performed and expenses incurred, as of the invoice date. Payment will be due within 30 days of receipt of the invoice.

CLOSURE

If you concur with the above and wish to direct Germana Engineering and Associates, LLC to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below and return a signed hard copy or electronic copy to us.

We appreciate the opportunity to provide these services and look forward to working with you. Please contact us if you have any questions.

Regards,

GERMANA ENGINEERING AND ASSOCIATES, LLC.



Christopher M. Germana, P.E.
Manager

Attachments:
Standard Provisions
Exhibit A, B, & C

Agreed to this _____ day of _____, 2021
Evergreen Construction

By: _____

(Print Name)

Title: _____



EXHIBIT A
Source: Lake County GIS

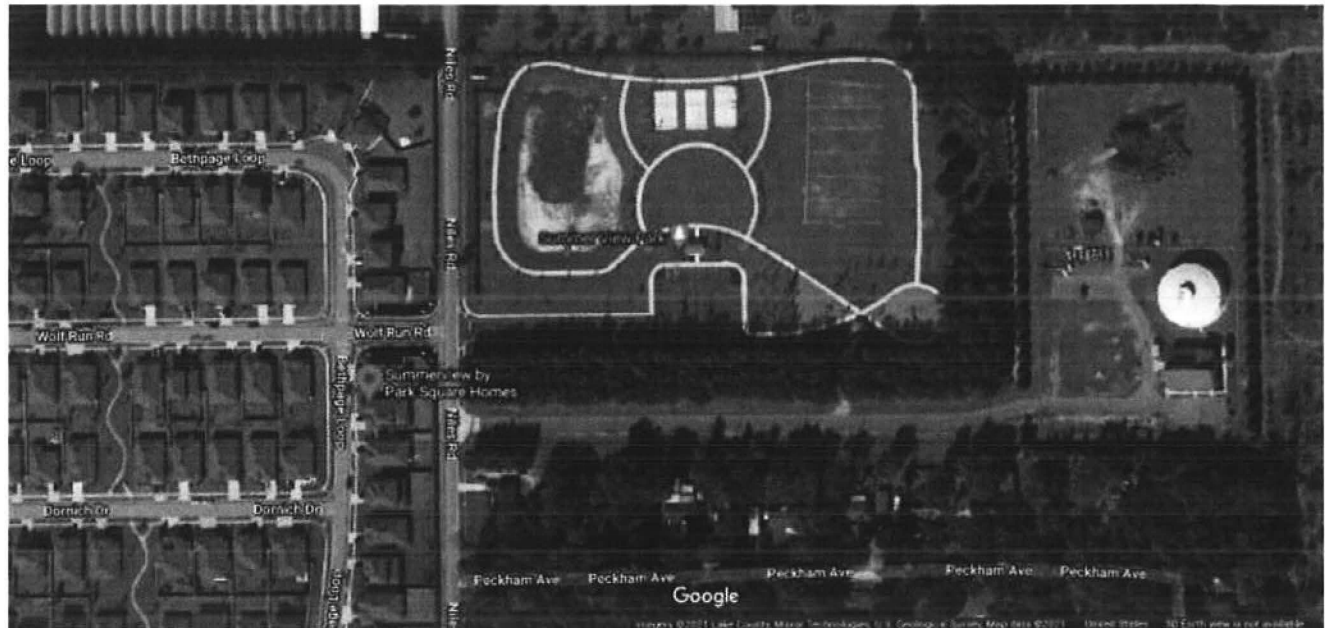


EXHIBIT B
Source: Google Maps

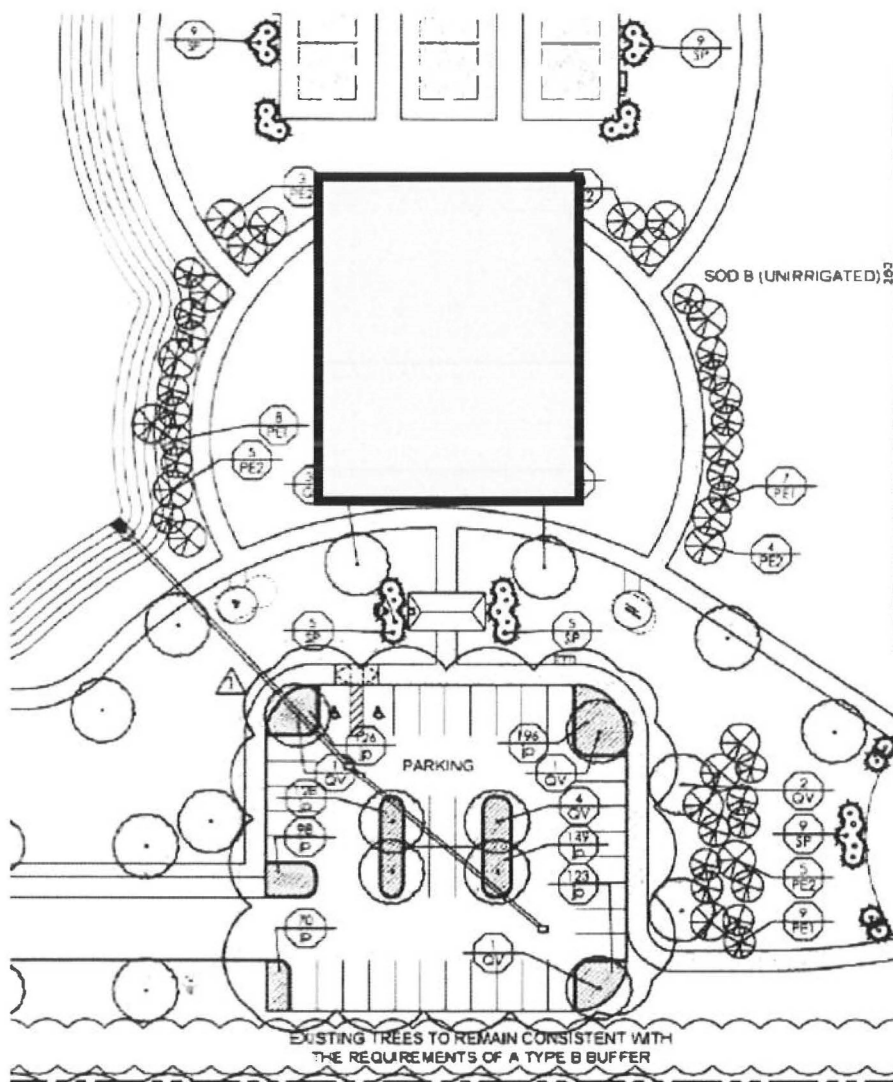


EXHIBIT C

Source: Site Plan provided by Client

GERMANA ENGINEERING AND ASSOCIATES, LLC.
STANDARD PROVISIONS
Date: 06/01/14

(1) **Consultant's Scope of Services.** The Consultant professional services extend only to the services described in this Agreement.

(2) **Consultant's Additional Services.** If requested by the Client and agreed to by the Consultant, the Consultant will perform additional services, which will be governed by these standard provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of Additional Services based upon the Consultant's current hourly rates.

(3) **Use of Prepared Documents.** All documents prepared by the Consultant are related to the services described in this Agreement, and may only be used if the Client has satisfied all obligations under this Agreement. The documents are not intended to be suitable for use or partial use by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to the Consultant's documents, or any use or partial use of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting there from. Any authorization will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant.

(4) **Insurance.** The Consultant carries general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out additional insurance, if obtainable, at the Client's expense.

(5) **Limitation of liability.** The Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and sub-consultants, shall not exceed twice the total compensation received by the Consultant under this Agreement of \$5,000 or the amount of the coverage amount shown in the Consultants policy whichever is greater. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions or for costs related to the failure of contractors to perform work in accordance with the plans and specifications.

The Client and Consultant agree that neither will be liable to the other for consequential damages incurred due to the fault of the other. Said damages include, but are not limited to, loss of use and lost profits.

All claims, whether based upon contract, tort, breach of warranty, professional negligence (including errors, omissions or other professional acts), or otherwise, shall be deemed waived unless made by the Client in writing and received by the Consultant within one (1) year after Client reasonably knew or should have known of its existence, but in no event, shall such claim be asserted by Client later than two (2) years after the Consultant's completion of services with respect to which the claim is made.

(6) **Dispute Resolution.** All claims by the Client arising out of this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(7) **Payment.** Invoices will be submitted periodically by regular mail or email for services performed and expenses incurred. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. For all amounts unpaid after ninety (90) days of the invoice date Client agrees to pay the Consultant a finance charge of one and one-half percent (1 1/2%) per month, eighteen percent (18%) annually, or the legal maximum rate if it is less.

(8) **Force Majeure.** If, during the term of the agreement or any Project related hereto a force of majeure arises or occurs, including, but not limited to any strike, labor restriction, riot, flood, inclement weather, terrorism, or any act whatsoever that is not within the Consultants control or reasonable ability to prevent (Force Majeure), then the time for the Consultant to complete its performance under this Agreement (Time) shall be excused for the duration of such Force Majeure, or, in the alternative, the Time shall be renegotiated by the parties, and such that the Consultants performance and completion of its responsibilities shall be due and accomplished within a reasonable time thereafter.

(9) **Attorney Fees.** *In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.*

(10) **Termination.** Obligation to provide further services under this Agreement may be terminated by either party upon seven (7) day written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party.

In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(11) **Consultants Responsibility.** Pursuant to Section 558.0035 Florida Statutes, the Consultants Corporation is the responsible party for the professional services it agrees to provide under this agreement. No individual professional employee, agent, director, officer or principal may be individually liable for negligence arising out of this contract.



CITY OF MOUNT DORA

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

DATE: March 1, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of First Reading of Ordinance No. 2022-04, Annexation for 6.96 Acres at US 441 and Bristol Lakes Road.

Introduction:

This is a request for City Council to approve first reading of Ordinance No. 2022-04 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 publication of legal advertisements contained in Attachment #2. The applicant has petitioned the City for annexation for a parcel (6.96 acres) located on the south side of US Highway 441 and east of Bristol Lakes Road. This application is in accompaniment with a Future Land Use Map (FLUM) amendment and rezoning application for a Planned Unit Development. The FLUM and planned unit development applications are being processed in concert under separate requests. This action is for annexation only.

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

The Development Review Committee (DRC) on January 26, 2022, 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. 2022-03 on January 18, 2022, waiving fees as an annexation incentive program. 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; Objective 1.3. Attract new commercial businesses/residential development.

Recommendation City Council approve First Reading of Ordinance No. 2022-04 and the hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 Annexation Summary Report (ADA)

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

Patrick Comiskey, City Manager

Approved - 1/31/2022

Approved - 2/22/2022

Approved - 2/23/2022

Approved - 2/23/2022

Final Approval - 2/24/2022



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 Simpson Family Partnership, LTD

Report Date:

March 1, 2022

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Site Summary:

Owner: Simpson Family Partnership, LTD
Applicant: The Huber Group, LLC
Existing Use: Vacant Land
JPA: Yes
Proposed Use: Self-Storage and Retail/Offices
Future Land Use: County Regional Office
Proposed FLU: City Commercial/Office/Conservation
Current Zoning: County C-1
Proposed Zoning: City PUD
City Council District: District 5
Site Area: 6.96 +/- acres

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County/City	Comm/Low Den Res	C-1/PUD	Orange Groves/ Country Club
South	City	High Den Res	R-3	Bristol Lakes
East	City	Commercial	C-3	Seven Waters/ Hampton Inn Hotel
West	County	Regional Office	Ag	Orange Groves

Analysis:

The applicant has petitioned the City for annexation for a parcel located on the south side of US Highway 441 and east of Bristol Lakes Road. This application is in accompaniment with a Future Land Use Map (FLUM) amendment and rezoning application for a Planned Unit Development. The FLUM and planned unit development applications are being processed in concert under separate requests. This action is for annexation only.

The site directly borders the City limits on all sides. The annexation will complete the existing jurisdiction enclave. The site is located in the City's Joint Planning Area (JPA) and eligible for annexation.

Public Hearing Schedule:

JPA Notice to Lake County: January 5, 2022

Notice to Lake County BCC [Ch. 171.044(3) F.S]: February 14, 2022

Non-Legal Ad (1): February 25, 2022

Non-Legal Ad (2): March 4, 2022

Ordinance Enactment Legal Ad: March 4, 2022

Notice after adoption per 171.044(3) F.S.: Date to be scheduled

Public Hearing Schedule:

DRC: January 26, 2022

City Council 1st Reading: March 1, 2022

City Council 2nd Reading/Adoption: March 15, 2022

Vicinity Map

Legend

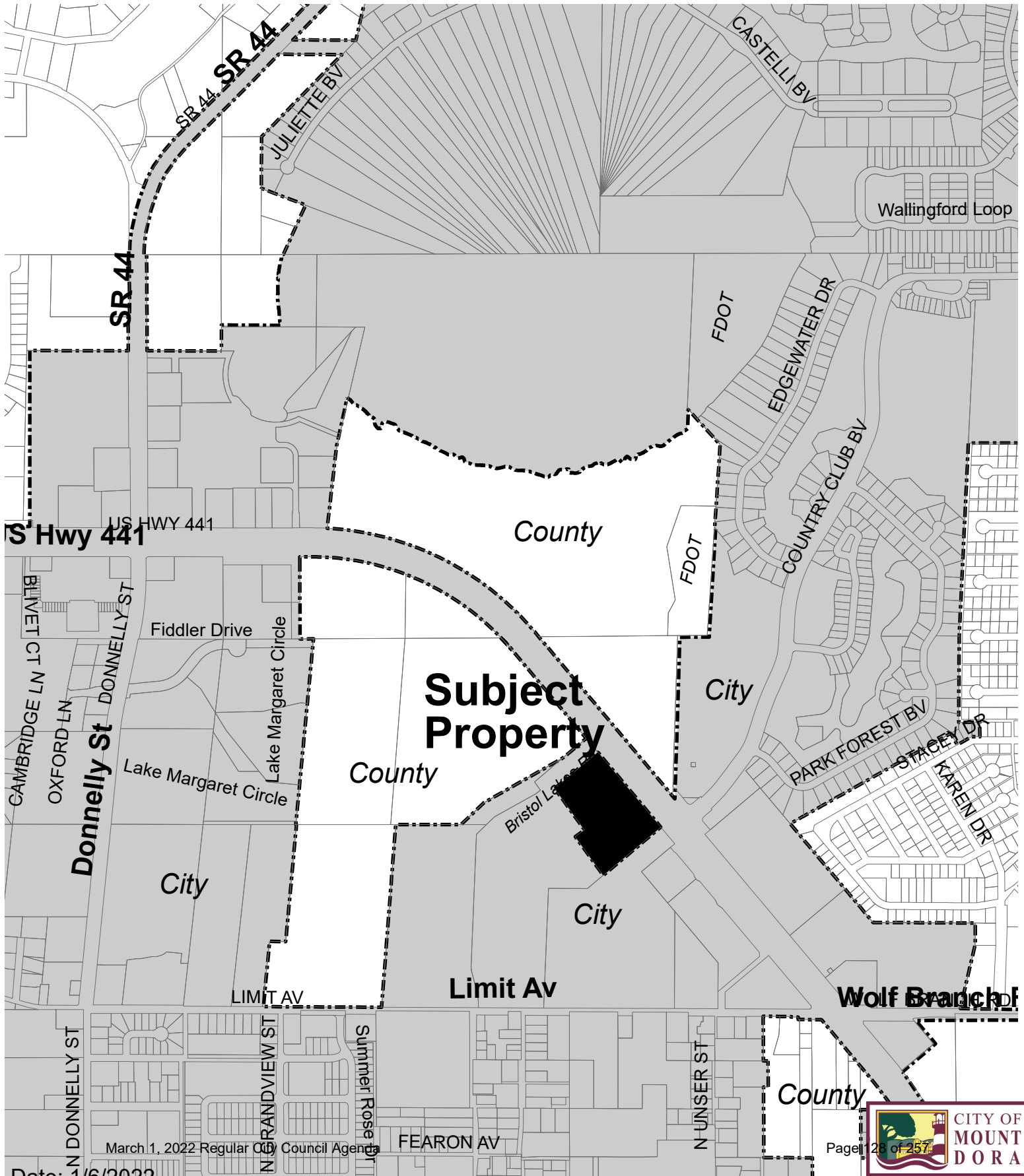
 Subject Property

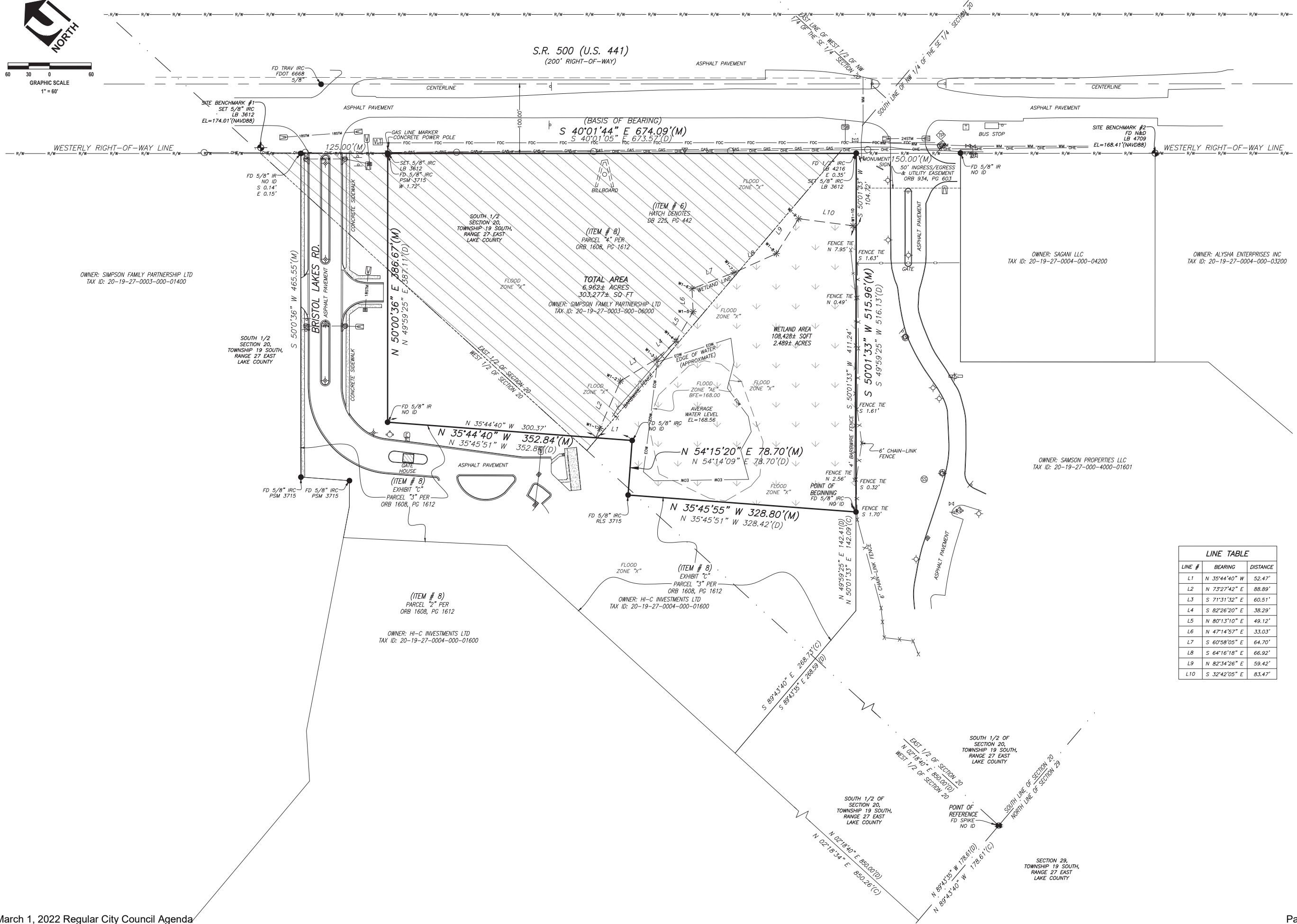
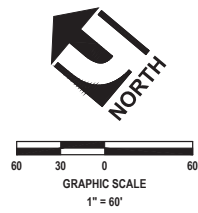
 City Limits

N



N.T.S.





LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 35°44'40" W	52.47'
L2	N 73°27'42" E	88.89'
L3	S 71°31'32" E	60.51'
L4	S 82°26'20" E	38.29'
L5	N 80°13'10" E	49.12'
L6	N 47°14'57" E	33.03'
L7	S 60°58'05" E	64.70'
L8	S 64°16'18" E	66.92'
L9	N 82°34'26" E	59.42'
L10	S 32°42'05" E	83.47'



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THIS MAP IS INTENDED TO BE DRAWN AT A SCALE OF 1" = 40' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED SHALL BE AT THE USER'S OWN RISK.

SEE CERTIFICATION FOR
SURVEYOR SIGNATURE

SURVEY
MAP

THIS MAP IS NEITHER FULL NOR
COMPLETE WITHOUT THE REPORT

TYPE OF SURVEY: ALTA / NSPS LAND TITLE, TOPO & TREE SURVEY	MAP SUBJECT:	PARCEL ID# 20-19-27-0003-000-06000
	ADDRESS:	BRISTOL LAKES RD MOUNT DORA, FLORIDA
	LOCATION No:	19-27-20
PROJECT No:		210706
FIELD WORK BY:		JAE
DATE:		08/17/2021
OFFICE WORK BY:		--
DATE:		10/25/2021
FIELD BOOK & PG:		## - ##
SCALE:		1" = 60'
SHEET NUMBER:		129

ABBREVIATIONS / LEGEND

#	MORE OR LESS	CM...	4"x4" CONCRETE MONUMENT (AS NOTED)	▽	GAS LINE MARKER	⚬	BENCHMARK
A/C	AIR CONDITIONING	IRC...	IRON ROD & CAP (AS NOTED)	⊗	GAS METER	W1	WETLAND FLAG
ALTA	AMERICAN LAND TITLE ASSOCIATION	IR...	IRON ROD (NO ID)	⊗	GAS VALVE	B	BORING ID NUMBER
ADA	AMERICAN DISABILITY ACT	N&D...	NAIL & DISK (AS NOTED)	⊗	REUSE BACKFLOW PREVENTER	±	BORING ELEVATION
BFE	BASE FLOOD ELEVATION	N&W...	NAIL & WASHER (AS NOTED)	⊗	REUSE SERVICE STUB	±	EXISTING SOFT ELEVATION
BLDG	BUILDING	IPC...	IRON PIPE & CAP (AS NOTED)	⊗	REUSE WATER METER	±	EXISTING HARD ELEVATION
BTM	BOTTOM	IP...	IRON PIPE (NO ID)	⊗	REUSE WATER VALVE	±	
(C)	CALCULATED	MP...	METAL PIPE (AS NOTED)	⊗	GREASE TRAP MANHOLE	±	
CA	CENTRAL ANGLE	PKD...	PARKER-KALON MAGNETIC NAIL & DISK (AS NOTED)	⊗	LIFT STATION	±	
CHORD LENGTH	CHORD BEARING	SPK...	RAILROAD SPIKE (NO ID)	⊗	CLEANOUT	±	
CHB	CORRUGATED METAL PIPE	NAIL...	NAIL IN PAVEMENT (NO ID)	⊗	SANITARY SEWER MANHOLE	±	
CMP	CORRUGATED PLASTIC PIPE	X-CUT...	SURVEYOR'S X-CUT	⊗	SANITARY SEWER VALVE	±	
CONC	CONCRETE	ADA / HANDICAP SYMBOL		⊗	FIBER OPTIC CABLE MARKER	±	
CR	COUNTY ROAD	BICYCLE LANE SYMBOL		⊗	FIBER OPTIC PEDESTAL	±	
(D)	DESCRIPTION OR DEED	THRU LANE ARROW		⊗	TELECOM BOX	±	
DP	DUCTILE IRON PIPE	TURN LANE ARROW		⊗	TELECOM MANHOLE	±	
FD	FOUND			⊗	TELECOM LINE MARKER	±	
EL	ELEVATION			⊗	TELECOM PEDESTAL	±	
EDP	EDGE OF PAVEMENT			⊗	CABLE TV PEDESTAL	±	
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE			⊗	BACTERIOLOGICAL SAMPLE POINT	±	
ESMT	EASEMENT			⊗	END-CAP	±	
FAC	FLORIDA ADMINISTRATIVE CODE			⊗	TEL	±	
FOEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION			⊗	FOC	±	
FONR	FLORIDA DEPARTMENT OF NATURAL RESOURCES			⊗	WM	±	
FOOT	FLORIDA DEPARTMENT OF TRANSPORTATION			⊗	R/W	±	
FFE	FINISH FLOOR ELEVATION			⊗	UNK	±	
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY			⊗	OHF	±	
FRM	FLOOD INSURANCE RATE MAP			⊗		±	
FL	FLORIDA			⊗		±	
FPBL	FLORIDA POWER & LIGHT			⊗		±	
GNSS	GLOBAL NAVIGATION SATELLITE SYSTEM			⊗		±	
HOPE	HIGH DENSITY POLYETHYLENE PIPE			⊗		±	
ID	IDENTIFICATION			⊗		±	
INV	INVERT ELEVATION			⊗		±	
L	LENGTH			⊗		±	
LB	LICENSED BUSINESS			⊗		±	
LC	LICENSED CORPORATION			⊗		±	
LF	LINEAL FEET			⊗		±	
LLC	LIMITED LIABILITY COMPANY			⊗		±	
LS	LICENSED SURVEYOR			⊗		±	
(M)	FIELD MEASURED			⊗		±	
MB	MAP BOOK			⊗		±	
MES	MITERED-END SECTIO			⊗		±	
MPH	MILES PER HOUR			⊗		±	
NAD83	NORTH AMERICAN DATUM OF 1983			⊗		±	
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988			⊗		±	
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929			⊗		±	
No.	NUMBER			⊗		±	
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS			⊗		±	
ORB	OFFICIAL RECORD BOOK			⊗		±	
(P)	REFERS TO PLAT OF RECORD			⊗		±	
PC	POINT OF CURVE			⊗		±	
PCC	POINT OF COMPOUND CURVE			⊗		±	
PCP	PERMANENT CONTROL POINT			⊗		±	
PG(S)	PAGES			⊗		±	
PCC	POINT ON CURVE			⊗		±	
PRC	POINT OF REVERSE CURVE			⊗		±	
PRM	PERMANENT REFERENCE MONUMENT			⊗		±	
PSM	PROFESSIONAL SURVEYOR AND MAPPER			⊗		±	
PT	POINT OF TANGENCY			⊗		±	
PVC	POLYVINYL CHLORIDE			⊗		±	
R	RADIUS			⊗		±	
RCP	REINFORCED CONCRETE PIPE			⊗		±	
RLS	REGISTERED LAND SURVEYOR			⊗		±	
R/W	RIGHT-OF-WAY			⊗		±	
SF	SQUARE FEET			⊗		±	
SURWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT			⊗		±	
SR	STATE ROAD			⊗		±	
STY	STATE PLANE			⊗		±	
SP	STATE PLANE			⊗		±	
TELECOM	TELECOMMUNICATIONS			⊗		±	
TYP	TYPICAL			⊗		±	
US	UNITED STATES			⊗		±	
USACOE	UNITED STATES ARMY CORP OF ENGINEERS			⊗		±	
VCP	VITRIFIED CLAY PIPE			⊗		±	

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

COMMITMENT No. 1093444 COMMITMENT DATE: MAY 31, 2021 @ 11:00 PM

EXCEPTIONS OF SCHEDULE B - SECTION 2			
ITEM #	GENERAL DESCRIPTION	RECORD DOCUMENT PROVIDED	COMMENTS (SEE GENERAL NOTES 10.H)
1-5	STANDARD EXCEPTIONS	--	INTENTIONALLY OMITTED (H-4)
6	RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN DEED	DEED BOOK 225, PG 442	INCLUDES SUBJECT PROPERTY PLOTTED AS SHOWN (H-1) HATCH DENOTES AFFECTED AREAS
7	INTERLOCAL AGREEMENT	ORB 1115, PG 2012	INCLUDES SUBJECT BUT IS NOT PLOTTABLE (H-2)
8	DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENT	ORB 1608, PG 1612	INCLUDES SUBJECT PROPERTY PLOTTED AS SHOWN (H-1) PROPERTY IS REFERENCED AS PARCEL "4" WITHIN THIS DOCUMENT (PLOTTED AS SHOWN) INGRESS AND EGRESS EASEMENTS REFER TO EXHIBIT "C" (PLOTTED AS SHOW) STORM WATER AND DRAINAGE EASEMENT REFERS TO EXHIBIT "D" AND IS AMBIGUOUS (UNABLE TO PLOT)
9	APPARENT UNRECORDED BILLBOARD LEASE	--	INTENTIONALLY OMITTED (H-5)

TREE LEGEND

SIZE DENOTED IN SYMBOL

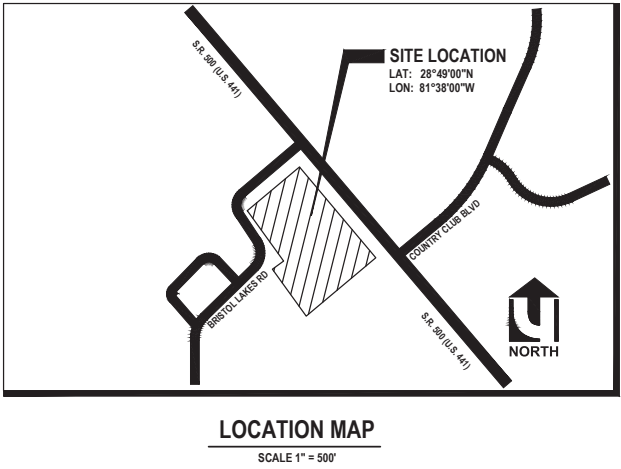
	ASH
	BAY
	CAMPBORN
	CEDAR
	CHINABERRY
	CHERRY
	CITRUS
	CYPRESS
	ELM
	SWEETGUM
	HACKBERRY
	HICKORY
	HOLLY
	JUNIPER
	MAGNOLIA
	MAPLE
	MYRTLE
	OAK
	LAUREL OAK
	LIVE OAK
	PALM
	PINE
	SYCAMORE
	MISC. 1
	MISC. 2
	MISC. 3
	UNKNOWN

⚬ DENOTES SIZE

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'35" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'40" E ALONG SAID LINE, 850.00 FEET; THENCE S 89°43'35" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 268.59 FEET; THENCE N 49°59'25" E, 142.41 FEET TO THE POINT OF BEGINNING; THENCE N 35°45'51" W, 328.42 FEET; THENCE N 54°14'09" E, 78.70 FEET; THENCE N 35°45'51" W, 352.84 FEET; THENCE N 49°59'25" E, 387.11 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 441; THENCE S 40°01'05" E, 673.57 FEET ALONG SAID RIGHT-OF-WAY TO A POINT THAT LIES N 49°59'25" E OF THE POINT OF BEGINNING; THENCE S 49°59'25" W, 516.13 FEET TO THE POINT OF BEGINNING.



ALTA / NSPS SPECIFICATIONS:

MINIMUM REQUIREMENTS AS REQUESTED BY CLIENT

TABLE A	
ITEM #	SURVEYOR'S COMMENTS
1	MONUMENTS SHOWN ON MAP
2	SEE TITLE BLOCK FOR CURRENT ADDRESS
3	FLOOD ZONE INFORMATION (SEE GENERAL NOTE 4)
4	PROJECT AREAS SHOWN ON MAP
5	AS SHOWN ON MAP (SEE NOTE 6 FOR BENCHMARK REFERENCE)
7(e)	NO EXISTING BUILDING ON SUBJECT PROPERTY
8	SUBSTANTIAL FEATURE OBSERVED AS SHOWN ON MAP
9	NO STRIPING EXISTS ON-SITE
11	VISIBLE UTILITIES AS SHOWN ON MAP (SEE NOTE 9.F.1)
13	TAX PARCEL INFORMATION AS SHOWN ON MAP (SEE NOTE 9.D)
16	NO OBSERVED EVIDENCE OF RECENT EARTHWORK ON-SITE

GENERAL NOTES AND SURVEY REPORT:

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE GRID, NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK, A TOPCON GNSS NETWORK. AS A REFERENCE FOR THIS SURVEY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 500 (U.S. 441) HAS A BEARING OF (S 40°01'44" E).

2. LEGAL DESCRIPTION PER TITLE COMMITMENT.

3. MEASURED DIMENSIONS ARE DENOTED (M), WHEN DIFFERS FROM RECORDED/DESCRIBED DIMENSIONS. DIMENSIONS INDICATED HEREON ARE IN U.S. STANDARD FEET AND DECIMAL PART THEREOF, UNLESS OTHERWISE NOTED HEREON.

4. FLOOD PLAIN CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), MAP NUMBER 12068C0359E. COMMUNITY: CITY OF MT. DORA, DATED: DECEMBER 18, 2012. THE PROPERTY IS IN FLOOD ZONE "X" AND ZONE "AE" WITH A BASE FLOOD ELEVATION OF 168 FT.

5. ACCURACY STATEMENT: THE EXPECTED ACCURACY OF THE CONTROL TO ESTABLISH THE BOUNDARY OF THE SUBJECT PROPERTY IS COMMERCIAL. THE CLOSURE OF THE TRAVERSE FOR THIS PROJECT EXCEEDS 1:10,000.

6. DATA SOURCES: VERTICAL DATA PER FOUND FDOT BENCHMARK MONUMENT DESIGNATED BM-320 PUBLISHED ELEVATION 167.13 FEET NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).

7. MEASUREMENT METHODS: HORIZONTAL AND VERTICAL MEASURES MADE BY ONE OR MORE OF THE FOLLOWING INSTRUMENTS: TOPCON INSTRUMENTS GPT-3003W, SOKKIA GRX-1 GPS INSTRUMENTS, TOPCON FC500 DATA COLLECTOR USING MAGNET SOFTWARE, PAL-2 LUFKIN STEEL TAPE, CST STEEL TAPE, STEEL HIGHWAY CHAIN, CST & LUFKIN FIBERGLASS TAPE FOR DIMENSIONS FOR BUILDINGS.

8. LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.
A. FDOT RIGHT-OF-WAY MAP - PROJECT: 4293561 - 11010, DATED: MAY 20, 2016

9. THE SUBJECT PROPERTY APPEARS TO BE AT LEAST 100.00 FEET, AS MEASURED PERPENDICULARLY FROM THE CENTERLINE OF OF THE RIGHT-OF-WAY FOR STATE ROAD No. 500 (A 200 FOOT RIGHT-OF-WAY).

10. LIMITATIONS:
A) ALL INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR PER TITLE COMMITMENT AS SHOWN HEREON. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.

B) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

C) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. ADDITIONAL SEALED ORIGINALS MAY BE PURCHASED UP TO SIX MONTHS AFTER THE DATE OF THE INVOICE. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE WILL BE A SURCHARGE FOR THEM. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY.

D) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAMES AND ADDRESS WHEN SHOWN SHOWN IS EITHER SUPPLIED BY CLIENT AND/OR TAKEN FROM COUNTY APPRAISER'S INTERNET WEB PAGE AND MAY NOT BE THE MOST CURRENT.

E) SPECIAL PURPOSE SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:
1) WHEN TREES AS SHOWN ON THE SURVEY IT IS FOR THE LOCATION OF THE TREES 6" INCHES DIAMETER AND ABOVE TREES TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL TREE IDENTIFICATION OTHER THAN LOCATION AND SIZE. SEE AN ARBORIST.
2) JURISDICTIONAL WETLANDS WHEN SHOWN WERE LOCATED FROM FLAGS/MARKS BY BIOLOGIST / ENVIRONMENTALIST. AND THE DETERMINATION OF WETLANDS ARE OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
3) ARCHAEOLOGICAL FEATURES WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A ARCHAEOLOGICAL FEATURES IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
4) WILDLIFE CORRIDORS OR HABITATS WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY WHAT CONSTITUTES A WILDLIFE CORRIDORS OR HABITATS IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER
5) GEOTECHNICAL BORINGS SHOWN AS MARKED AND FIELD LOCATED.

F) AS-BUILT / RECORD SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:
1) WHEN UNDERGROUND UTILITIES, SUCH AS UNDERGROUND CABLES, GAS MAINS, WATER MAINS, SANITARY SEWER SYSTEMS AND STORM COLLECTIONS SYSTEMS ARE SHOWN. THE LIMITS OF THIS SURVEY INCLUDE VISIBLE STRUCTURES / IMPROVEMENTS IN COMBINATION WITH AS-BUILT / RECORD DRAWINGS SUPPLIED BY OTHERS.
2) WHEN THE PERCENTAGE OF SLOPES ARE SHOWN IT IS BASED ON THE INVERTS BETWEEN VISIBLE STRUCTURES. THIS SURVEY DOES NOT INCLUDE VIDEO PIPELINE INSPECTIONS. VERIFICATION OF LINE OF SITE HAS NOT BEEN VERIFIED. THIS SURVEYOR SUGGESTS VIDEO PIPELINE INSPECTION BY A PROFESSIONALS PROVIDING SERVICE OF THAT SPECIALTY.
3) THIS SURVEYOR SUGGESTS VIDEO PIPELINE INSPECTION BY A PROFESSIONAL PROVIDING SERVICE OF THAT SPECIALTY.

G) TOPOGRAPHIC SURVEY:
1) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN 100 FOOT GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENT'S AGENT, BEING AN ARCHITECT OR ENGINEER.

H.) "AFFECT" AS USED HEREON REFERS TO AN ITEM BEING LOCATED ON OR INCLUDES THE SUBJECT PARCEL. "DOES NOT AFFECT" AS USED HEREON REFERS TO THE ITEM BEING LOCATED OFF THE SUBJECT PARCEL. ANY OTHER USE OF THE ABOVE TERMINOLOGY IS A MATTER OF LAW AND OUTSIDE THE EXPERTISE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

1.) AFFECTS THE PROPERTY AND IS DEPICTED ON THE SURVEY
2.) AFFECTS THE PROPERTY BUT IS NOT PLOTTABLE
3.) DOES NOT AFFECT THE PROPERTY
4.) IS NOT A SURVEY MATTER
5.) DOCUMENTATION NOT PROVIDED TO SURVEYOR

SURVEYOR'S CERTIFICATION:

CERTIFIED FOR THE EXCLUSIVE USE OF AS FOLLOWS:

Huber Group, LLC
Old Republic National Title Insurance Company
Icardi & Icardi, PA

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7a, 8, 9, 11, 13 AND 16 OF TABLE "A" THEREOF.

DATE OF FIELD WORK: 08/17/2021

THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER; FLORIDA ADMINISTRATIVE CODE 5J-17.062

Digitally signed by MICHAEL E AWAD
Date: 2021.10.27 17:04:53 -04'00'
BY: MICHAEL E. AWAD, PSM No. 5574 DATE: 10/25/2021

UPHAM INC.
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB# 0003612 LC# 0000357

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SEE CERTIFICATION FOR SURVEYOR SIGNATURE

SURVEY REPORT

THIS REPORT IS NEITHER FULL NOR COMPLETE WITHOUT THE MAP

TYPE OF SURVEY: ALTA / NSPS LAND TITLE, TOPO & TREE SURVEY
MAP SUBJECT: PARCEL ID# 20-19-27-0005-000-06000
ADDRESS: BRISTOL LAKES RD MOUNT DORA, FLORIDA

LOCATION No: 19-27-20
PROJECT No: 210706
FIELD WORK BY: JAE
DATE: 08/17/2021
OFFICE WORK BY: --
DATE: 10/25/2021
FIELD BOOK & PG: ## - ##
SCALE: AS SHOWN
SHEET NUMBER:



CITY OF
MOUNT
DORA

ANNX22-01
19630 US HWY 441

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

VOLUNTARY ANNEXATION APPLICATION

Date : 12/30/21

1. Applicant's Name: Donald Huber
Company's Name: The Huber Group, LLC
Address: PO Box 730
City, State & Zip: Windermere, FL. 34786
Phone: 407-909-0600 E-mail: dhuber@cfl.rr.com
2. Owner's Name: Robert Simpson
Company's Name: Simpson Family Partnership, LTD
Address: 445 Limit Ave
City, State & Zip: Mt. Dora, FL. 32757
Phone: _____ E-mail: Bob@rsimpson.co
3. The property generally located (list adjacent streets): US 441 S. Bristol Lakes Rd.
and Country Club Blvd
4. The address(s) of the property: N/A
5. Alt Key(s): 3884342
6. Size of property in Acres: 6.962 Square Feet: 303,277
7. Does property have, or will it have City Water and Sewer?
Yes

8. Does property have, or will it have Well or Septic Tank?

Well for irrigation

9. Current Zoning District (County): C-1

10. Future Land Use Category (County): Regional Office

11. Requested Zoning District (City): PUD - Commercial, Office, Conservation

12. Requested Future Land Use Category (City): _____

13. Present use and structures on the property (list number of residential dwelling units):

Vacant Land with Billboard

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.

Rafael L. Dominguez
Owner(s) of Record Signature(s)

12/30/2021
Date

OWNER AUTHORIZATION FORM

FOR THE MT. DORA SELF STORAGE PROJECT LOCATED AT US-441 AND BRISTOL LAKES RD, CITY OF MOUNT DORA, FL:

I/WE, SIMPSON FAMILY PARTNERSHIP LTD, AS THE LEGAL AUTHORITY OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, LAKE COUNTY PARCEL No. 20-19-27-003-000-06000 (ALT. KEY: 3884342), DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT(S) DONALD HUBER AND/OR ALLAN BRADLEY OF HUBER GROUP, LLC, TO EXECUTE AND/OR SUBMIT ANY APPLICATIONS, PETITIONS, OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS: CITY OF MOUNT DORA ANNEXATION, CITY OF MOUNT DORA FUTURE LAND USE AMENDMENT SMALL SCALE, CITY OF MOUNT DORA PLANNED UNIT DEVELOPMENT (PUD) APPLICATION(S), AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Robert L. Simpson
Signature of Property Owner

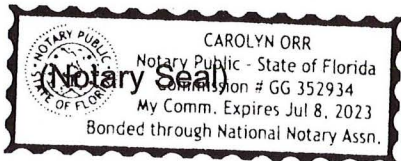
Date: 1/13/2022

Simpson Family Partnership LTD
Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this 13th day of January 2022 by Robert L. Simpson. He/she is personally known to me or has produced as identification and ~~did~~ did not take an oath.

Witness my hand and official seal in the county and state stated above on the 13th day of January 2022, in the year 2022.



[Signature]
Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: July 8, 2023

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 1093444	Revision Number: None	Issuing Office File Number: 2021-12	Issuing Office: 152501
Property Address: Bristol Lakes Road Mount Dora, FL 32757	Loan ID Number: N/A	ALTA Universal ID: None	Issuing Agent: Icardi & Icardi, P.A.

1. Commitment Date: **May 31, 2021 at 11:00 PM**
2. Policy to be Issued:
OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications)
Proposed Insured: The Huber Group
MORTGAGEE:
Proposed Insured:
MORTGAGEE:
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Simpson Family Partnership, LTD, a Florida limited partnership
5. The Land is described as follows:
See Exhibit A

Old Republic National Title Insurance Company
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111



AUTHORIZED SIGNATORY

Icardi & Icardi, P.A.
152501

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: 2021-12

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Simpson Family Partnership, LTD, a Florida limited partnership to the proposed insured purchaser(s).
5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
6. Satisfactory evidence must be furnished establishing that The Huber Group is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
7. Satisfactory evidence must be furnished establishing that Simpson Family Partnership, LTD, a Florida limited partnership is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
8. Confirm compliance with the partnership agreement concerning the alienation of real property. Record an affidavit from one or more of the general partners stating: (1) that the general partner(s) executing the instrument(s) to be insured is/are authorized to do so under the partnership agreement or that all partners have consented to the instruments to be insured; (2) the names of the existing general partners; (3) that any partners that are legal or commercial entities have not been dissolved; (4) that neither the partnership nor any partners has been a debtor in bankruptcy; and (5) that the partnership has been in full force and effect under a valid partnership agreement during the entire time that the partnership has held title to the real property.
9. If any general partner(s) is a legal or commercial entity, require a good standing certificate from the date of purchase through to the present time.
10. Confirm that the sale of the subject property does not constitute a sale, lease, exchange or other disposition of all or substantially all of the assets of the partnership other than in the usual and regular course of the partnership activities. If it does, then all of the general partners and at least a majority of limited partners must approve the transaction as provided in

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: 2021-12

Sec. 620.1406(1)(i), F.S., and Sec. 620.1406(5), F.S. If the partnership is organized other than under Florida law, satisfactory evidence must be provided showing compliance with the laws of the state or country of origin.

11. A survey meeting the requirements of Fund TN 25.03.06 describing the subject property and accurately depicting its legal description, must be provided. Upon review of the Survey, Schedule A of this Commitment may be revised to include the accurate legal description. The Company reserves the right to make further revisions with reference hereto.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: 2021-12

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2021 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Rights of the lessees under unrecorded leases.
6. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 225, Page 442, Public Records of Lake County, Florida.
7. Interlocal Agreement recorded in O.R. Book 1115, Page 2012, Public Records of Lake County, Florida.
8. Declaration of Restrictions and Grant of Easements recorded in O.R. Book 1608, Page 1612, Public Records of Lake County, Florida.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: 2021-12

9. Apparent unrecorded billboard lease as shown in the Property Appraiser's Website of Lake County, Florida. (Note: No recorded lease was found)

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT
Exhibit A

Commitment Number:

1093444

Issuing Office File Number:

2021-12

That part of the South 1/2 of Section 20, Township 19 South, Range 27 East, Lake County, Florida, described as follows: From the Southwest corner of the Southeast 1/4 of said Section 20; run thence N 89°43'35" W along the South line of the Southwest 1/4 of said Section 20, a distance of 178.61 feet to a line, said line being 178.50 feet from and parallel with the West line of the Southeast 1/4 of said Section 20; thence N 02°18'40" E along said line, 850.00 feet; thence S 89°43'35" E, parallel with the South line of the said Southeast 1/4 a distance of 268.59 feet; thence N 49°59'25" E, 142.41 feet to the Point of Beginning; thence N 35°45'51" W, 328.42 feet; thence N 54°14'09" E, 78.70 feet; thence N 35°45'51" W, 352.84 feet; thence N 49°59'25" E, 387.11 feet to the Southwesterly line of the Right-of-Way of U.S. Highway No. 441; thence S 40°01'05" E, 673.57 feet along said Right-of-Way to a point that lies N 49°59'25" E of the Point of Beginning; thence S 49°59'25" W, 516.13 feet to the Point of Beginning.

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AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE
POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of

Authorized Signatory



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C. Monroe President

Attest David Wald Secretary

Commitment Conditions

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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PROPERTY RECORD CARD

General Information

Name:	SIMPSON FAMILY PARTNERSHIP LTD	Alternate Key:	3884342
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number:	20-19-27-0003-000-06000
		Millage Group and City:	0002 (UNINCORPORATED)
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	BRISTOL LAKES RD MOUNT DORA FL 32757 Update Property Location	Property Name:	-- Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	FROM SW COR OF SE 1/4 RUN N 89-43-35 W 178.61 FT, N 02-18-40 E 850 FT, S 89-43-35 E 268.59 FT, N 49-59-25 E 142.41 FT FOR POB, CONT N 49-59-25 E 516.03 FT TO SW'LY R/W LINE OF US HWY 441 & PT A, RETURN TO POB, RUN N 35-45-51 W 328.42 FT, N 54-14-09 E 78.70 FT, N 35-45-51 W 352.84 FT, N 49-59-25 E 387.11 FT TO SW'LY R/W LINE OF US HWY 441, S 40-01-05 E ALONG SAID SW'LY R/W LINE TO PT A ORB 1205 PGS 646 651		
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		7.15	AC	\$0.00	\$1,036,750.00
2	BILLBOARD SITE (1020)	0	0	HAY	1	LT	\$0.00	\$20,000.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.	
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Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2022 WORKING VALUES that are subject to change until certified.

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	\$1,056,750	\$1,056,750	\$1,056,750	5.05290	\$5,339.65
LAKE COUNTY MSTU AMBULANCE	\$1,056,750	\$1,056,750	\$1,056,750	0.46290	\$489.17
LAKE COUNTY MSTU FIRE	\$1,056,750	\$1,056,750	\$1,056,750	0.51380	\$542.96
SCHOOL BOARD STATE	\$1,056,750	\$1,056,750	\$1,056,750	3.59400	\$3,797.96
SCHOOL BOARD LOCAL	\$1,056,750	\$1,056,750	\$1,056,750	2.99800	\$3,168.14
LAKE COUNTY MSTU	\$1,056,750	\$1,056,750	\$1,056,750	0.49570	\$523.83

STORMWATER

ST JOHNS RIVER FL WATER MGMT DIST	\$1,056,750	\$1,056,750	\$1,056,750	0.21890	\$231.32
LAKE COUNTY VOTED DEBT SERVICE	\$1,056,750	\$1,056,750	\$1,056,750	0.09180	\$97.01
LAKE COUNTY WATER AUTHORITY	\$1,056,750	\$1,056,750	\$1,056,750	0.32290	\$341.22
NORTH LAKE HOSPITAL DIST	\$1,056,750	\$1,056,750	\$1,056,750	0.00000	\$0.00
				Total: 13.7509	Total: \$14,531.26

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 October 4, 2021.

Site Notice

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This Instrument Prepared By:
STANLEY A. GRAVENMIER, ESQ.
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

93 1703

REC-2100 RECEIVED FOR
TF-300 EXCISE TAXES
DOC-70 JAMES C. WATKINS
INT-6 CLERK LAKE CO FL
BY-33 D.C.

TAX PARCEL IDENTIFICATION NOS.:

BOOK 1205 PAGE 0646

20-19-27-0002-000-007	20-19-27-0002-000-010
20-19-27-0002-000-006	20-19-27-0004-000-016
20-19-27-0001-000-005	19-19-27-0600-00J-000
20-19-27-0001-000-004	19-19-27-0600-00I-000
20-19-27-0001-000-003	29-19-27-0002-000-084
20-19-27-0003-000-014	29-19-27-0002-000-078
20-19-27-0004-000-015	29-17-27-0002-000-080

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 30th day of December, 1992, by HOWARD JAMES SIMPSON, SR., whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 (hereinafter referred to as the "Grantor"), to ROBERT L. SIMPSON, whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 and whose social security number is [REDACTED] as to an undivided .45% interest, and to HOWARD J. SIMPSON, JR., whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 and whose social security number is [REDACTED] as to an undivided .45% interest (hereinafter collectively referred to as the "Grantees").

(wherever used herein the terms "Grantor" and "Grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto each of the Grantees, an undivided .45% interest in and to that certain real property situate, lying and being in Lake County, Florida (hereinafter referred to as the "Property"), and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with an equal undivided percentage interest in and to all of 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 Grantees that Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the above described undivided percentage interests in and to the Property, and hereby warrants the title to such undivided percentage interests in and to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against no others. This conveyance is subject to taxes accruing subsequent to December 31, 1992, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

Grantor certifies that on the date of execution, delivery and recordation of this instrument, neither Grantor nor any member of Grantor's family resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor.

JAN 12 12 53 PM '93

The scrivener of this instrument has not examined title to the Property, has utilized legal descriptions provided by Grantor, and has relied upon the representations of the Grantor that he is the holder of title to the Property. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of the Grantor to hold such title in the manner represented.

IN WITNESS WHEREOF, the person named herein as "Grantor" has executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of;

BOOK 1205 PAGE 0647

Print Name: Charles H. Egerton

Howard James Simpson Sr.
HOWARD JAMES SIMPSON, SR.

Print Name: Barbara L. Hutchins

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by HOWARD JAMES SIMPSON, SR., who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

F:\RE\SAG\SIMPSON.10A

EXHIBIT A

BOOK 1205 PAGE 0648

PARCEL #1

Parcel #1 is that portion of Section 20, Township 19 South, Range 27 East described as follows:

From the intersection of the West line of the East ½ of the Southwest ¼ of the Northwest ¼ of Section 20, Township 19 South, Range 27 East, and the Northerly right of way line of Highway 441, run Easterly along the Northerly right of way of said Highway 87 feet to the Point of Beginning (P.O.B.); thence run North 6°29' East 568.5 feet; thence run North 12°19' East 860 feet; thence run West parallel with the North line of Section 20 to a point on the West line of the East ½ of the Northwest ¼ of the Northwest ¼ of Section 20; thence run North along said West line 495 feet, more or less, to the North line of Section 20; thence run Easterly along the North line of Section 20 to a point on the East line of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 20; thence run Southerly along said East line of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 20 to the point where said East line intersects with the Westerly extension of the Southerly line of Lot 93 of The Country Club of Mount Dora Unit II recorded in Lake County in Plat Book 32, pages 42 to 44; thence South 42°36'45" East along the Westerly extension of and the Southerly line of said Lot 93, 336.37 feet; thence South 3°21' West 1319.06 feet to the South line of the Northeast ¼ of Section 20, thence run Westerly along said South line 202 feet, more or less, to the Southwest corner of the East ½ of the Southwest ¼ of the Northeast ¼ of Section 20, thence run Southerly along the West line of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 20 to the Northeasterly right of way line of Highway 441; thence run Northwesterly along said Northeasterly right of way to the P.O.B.

PARCEL #2

"Begin at the intersection of the West line of the Northwest ¼ of Section 20, Township 19 South, Range 27 East and the Southerly right of way line of Highway 441, thence run Southerly along said West line of the Northwest ¼ of Section 20 to the Southwest corner of the Northwest ¼ of Section 20, thence run Easterly along the South line of the Northwest ¼ of Section 20 to the Southeast corner of the West ½ of the Northwest ¼ of Section 20; thence run Southerly along the West line of the Northeast ¼ of the Southwest ¼ to the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 20; thence run Easterly along the South line of the Northeast ¼ of the Southwest ¼ of Section 20 to a point on said South line that is 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run Southerly parallel with said East line of the Southwest ¼ of Section 20 to a point that is 850 feet North of the South line of Section 20 and 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run North 89°54' East a distance of 268.59 feet; thence run North 49°37' East 658.44 feet, more or less, to the Southwesterly right of way line of Highway 441; thence run Northwesterly and Westerly along said Southerly right of way to the Point of Beginning (P.O.B.).

Subject to cross easement for ingress and egress, utilities and drainage purposes recorded in ORB 1183 page 1550, Public Records of Lake County, Florida, described as follows:

"Commence at the Southeast corner of the Northeast ¼ of Section 19, Township 19 South, Range 27 East, run North 02°55'30" West along the East line of the Northeast ¼ of Section 19 a distance of 492.89 feet to the P.O.B.; thence run North 02°55'30" West along said East line 75 feet to a point on the Southerly right of way of Highway 441; thence run North 87°22'00" East along said Southerly right of way a distance of 389.87 feet; thence departing said Southerly right of way for Highway 441, run South 02°38'00" East 75 feet; thence run South 87°22'00" West 389.49 feet to the P.O.B."

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PARCEL #3

"Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 20, Township 19 South, Range 27 East, thence run South $89^{\circ}55'15''$ West along the South line of said Southwest $\frac{1}{4}$ of Section 20 a distance of 178.61 feet; thence run North $01^{\circ}56'15''$ East along the West line of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 850 feet; thence run North $89^{\circ}54'$ East a distance of 268.59 feet; thence run North $49^{\circ}37'$ East 658.44 feet to the Southerly right of way of Highway 441; thence run South $40^{\circ}23'$ East a distance of 150 feet to the Point of Beginning (P.O.B.). From the P.O.B., run South $49^{\circ}37'$ West a distance of 300 feet; thence run South $40^{\circ}23'$ East a distance of 821.24 feet; thence run South $0^{\circ}6'$ East 340.36 feet to the South line of the Southeast $\frac{1}{4}$ of Section 20, a point herein being designated as Point "A". Return to the P.O.B., thence run Southerly along the Southwesterly right of way line of Highway 441 to the South line of the Southeast $\frac{1}{4}$ of Section 20; thence run Westerly along the South line of the Southeast $\frac{1}{4}$ of Section 20 to Point "A". Less portion in right of way for Limit Street.

PARCEL #4

Known as Tract J of Sunset Heights Subdivision, Mount Dora, Florida recorded in Plat Book 3, page 34 in the Public Records of Lake County, Florida and further described as follows:

"From the East $\frac{1}{4}$ corner of Section 19, Township 19 South, Range 27 East, thence run South $06^{\circ}08'45''$ West along the East line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, a distance of 642.33 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 19 to the Point of Beginning (P.O.B.) of this description; thence run North $89^{\circ}52'46''$ West 640.86 feet to a point on the Easterly right of way line of Donnelly Street; thence run Southerly along said Easterly right of way to the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Easterly along said North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Northerly along the East line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the P.O.B.; subject to all legal highways or platted rights of way not previously vacated."

PARCEL #5

"Being a parcel of land lying in the Southeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 27 East, Lake County, Florida and being further bounded and described as follows:

"Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 19; thence run North $89^{\circ}51'15''$ West along the North line of said Southeast $\frac{1}{4}$, a distance of 688.31 feet to a concrete monument lying on the Westerly right of way line of Donnelly Street; thence South $11^{\circ}40'13''$ West along said Westerly right of way line, a distance of 453.03 feet to a Point of Curvature, said curve being concave to the East, having a radius of 1960.08 feet, a central angle of $5^{\circ}47'00''$, a chord of 197.76 and a chord bearing of South $8^{\circ}46'43''$ West; thence along said curve an arc distance of 197.85 feet to the Point of Beginning (P.O.B.); thence continuing along said curve, said curve having a central angle of $00^{\circ}21'00''$, a chord of 11.97 feet, a chord bearing of South $05^{\circ}41'16''$ West, thence along said curve an arc distance of 11.97 feet to the Point of Tangency; thence continuing along said right of way line South $05^{\circ}30'46''$ West a distance of 630.08 feet; thence North $89^{\circ}59'50''$ West along the Southerly boundary line of the Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of said Section 19 a distance of 620.09 feet. Thence run North $04^{\circ}21'56''$ East a distance of 642.22 feet to a Point on the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence run South $89^{\circ}53'01''$ East 632.92 feet to the P.O.B."

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PARCEL #6

Commence at the Northwest corner of Section 29, Township 19 South, Range 27 East, run Southerly along the West line of Section 29 a distance of 330 feet to the Point of Beginning (P.O.B.); thence continue Southerly along the West section line of Section 29 a distance of 965 feet, more or less, to the Northerly right of way line of Pine Avenue; thence run Easterly along the Northerly right of way line a distance of 635 feet, more or less, to the Westerly right of way of Grandview Street; thence run Northerly along the said Westerly right of way 965 feet, more or less, to a point that is 330 feet South of the North line of Section 29; thence run Easterly parallel with the North line of Section 29, 635 feet, more or less, to the P.O.B.

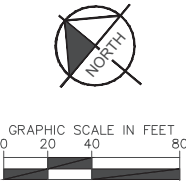
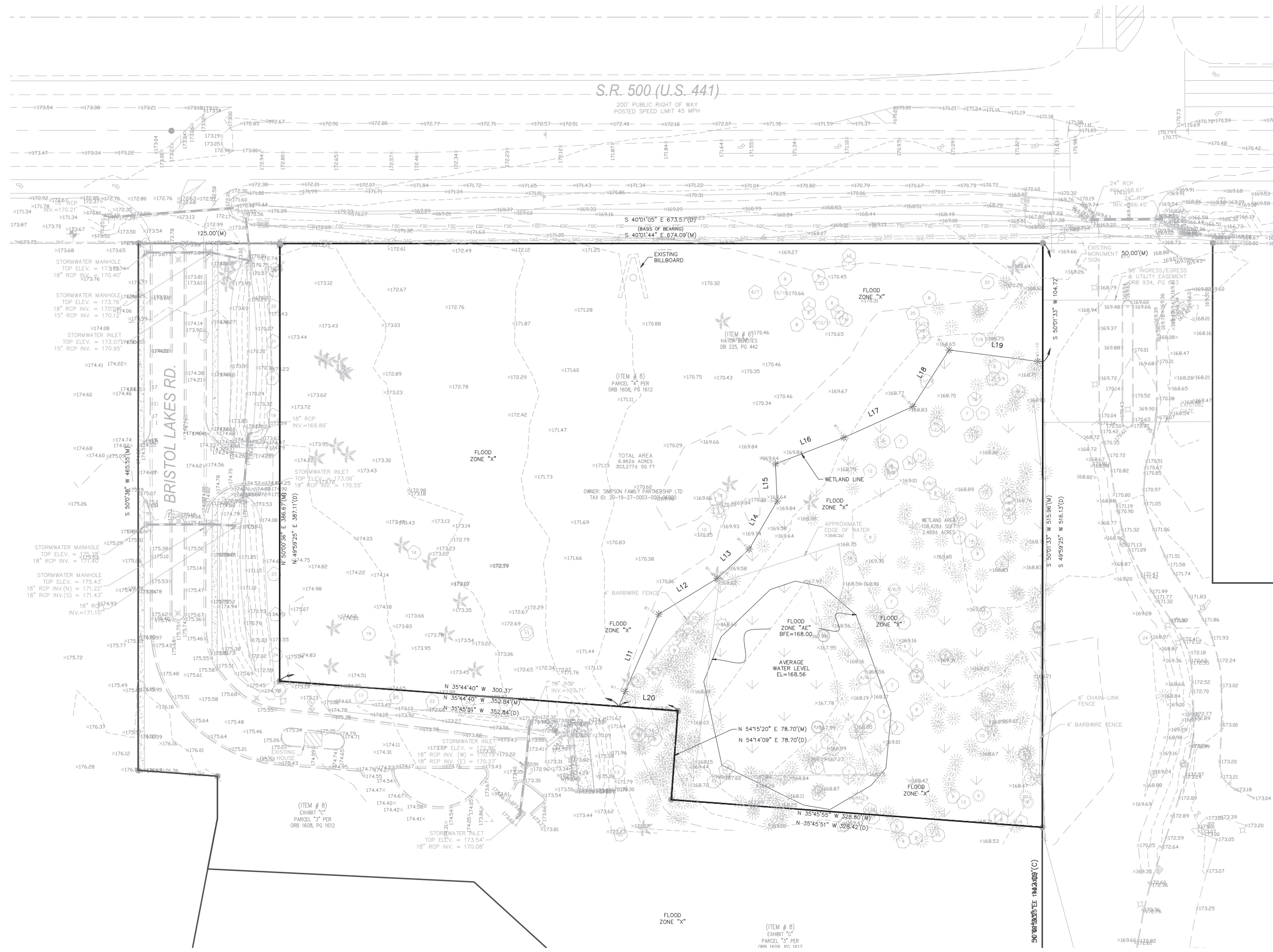
PARCEL #7

A parcel being a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East described as follows:

Begin at the intersection of the Northerly right of way of Pine Street and the Easterly right of way of Grandview Street, a Point being 25 feet North of and 25 feet East of the Southwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East; thence run Westerly along the Northerly right of way of Pine Street 635 feet, more or less, to a point on the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and 25 feet North of the Southeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29; thence run North along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, a distance of 1085 feet, more or less, to a point that is 210 feet South of the North line of Section 29; thence run Westerly parallel with said North line of Section 29 a distance of 210 feet; thence run Northerly parallel with the Easterly right of way of Grandview Street a distance of 185 feet, more or less, to the Southerly right of way of Limit Street; thence Westerly along said Southerly right of way a distance of 168.94 feet; thence run Southerly parallel to the Easterly right of way line of Grandview Street a distance of 195 feet; thence run Westerly parallel with the North line of Section 29, a distance of 135 feet, more or less, to a point being 121.06 feet East of the Westerly right of way of Grandview Street; thence run Southerly parallel to said Westerly right of way a distance of 12 feet; thence run Easterly parallel with the North Section line 153.94 feet; thence run Southerly parallel with the right of way for Grandview Street a distance of 294 feet; thence run Westerly parallel to the North line of Section, a distance of 275 feet, more or less, to the Easterly right of way of Grandview Street; thence Southerly along said Easterly right of way a distance of 769 feet, more or less, to the P.O.B.

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Plotted By: Berrios, Melissa. Sheet Set: MT DORA SELF STORAGE DP1.0 December 21, 2021 02:26:59pm. K:\VOR_Civil\049531002-MT Dora Self Storage\CADD\DEVELOPMENT\PlanSheets\DP1.0 - EXISTING CONDITIONS.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of this document without written authorization and adoption by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



2 of 257		SHEET NUMBER		DATE		BY	
MT. DORA SELF STORAGE		EXISTING CONDITIONS		KHA PROJECT 049631002		LICENSED PROFESSIONAL	
LAKE COUNTY		FLORIDA		DATE 12/16/2021		REGAN O'LAUGHIN, P.E.	
				SCALE AS SHOWN		FLORIDA LICENCE NUMBER 66432	
				DESIGNED BY RJO			
				DRAWN BY AFK			
				CHECKED BY RJO		DATE	

ORDINANCE NO: 2022-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT 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, the Simpson Family Partnership, LTD (Property Owner) is the fee simple owner of that property generally located on the west side of US Highway 441 and north of Limit 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 on the west side of US Highway 441 and north of Limit 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:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'35" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'40" E ALONG SAID LINE, 850.00 FEET; THENCE S 89°43'35" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 268.59 FEET; THENCE N 49°59'25" E, 142.41 FEET TO THE POINT OF BEGINNING; THENCE N 35°45'51" W, 328.42 FEET; THENCE N 54°14'09" E, 78.70 FEET; THENCE N 35°45'51" W, 352.84 FEET; THENCE N 49°59'25" E, 387.11 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 441; THENCE S 40°01'05" E, 673.57 FEET ALONG SAID RIGHT-OF-WAY TO A POINT THAT LIES N 49°59'25" E OF THE POINT OF BEGINNING; THENCE S 49°59'25" W, 516.13 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 6.96 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 Five (5) is hereby amended to include the Property, more particularly described as follows:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'35" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'40" E ALONG SAID LINE, 850.00 FEET; THENCE S 89°43'35" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 268.59 FEET; THENCE N 49°59'25" E, 142.41 FEET TO THE POINT OF BEGINNING; THENCE N 35°45'51" W, 328.42 FEET; THENCE N 54°14'09" E, 78.70 FEET; THENCE N 35°45'51" W, 352.84 FEET; THENCE N 49°59'25" E, 387.11 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 441; THENCE S 40°01'05" E, 673.57 FEET ALONG SAID RIGHT-OF-WAY TO A POINT THAT LIES N 49°59'25" E OF THE POINT OF BEGINNING; THENCE S 49°59'25" W, 516.13 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 6.96 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 _____ 2022.

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

 Subject Property

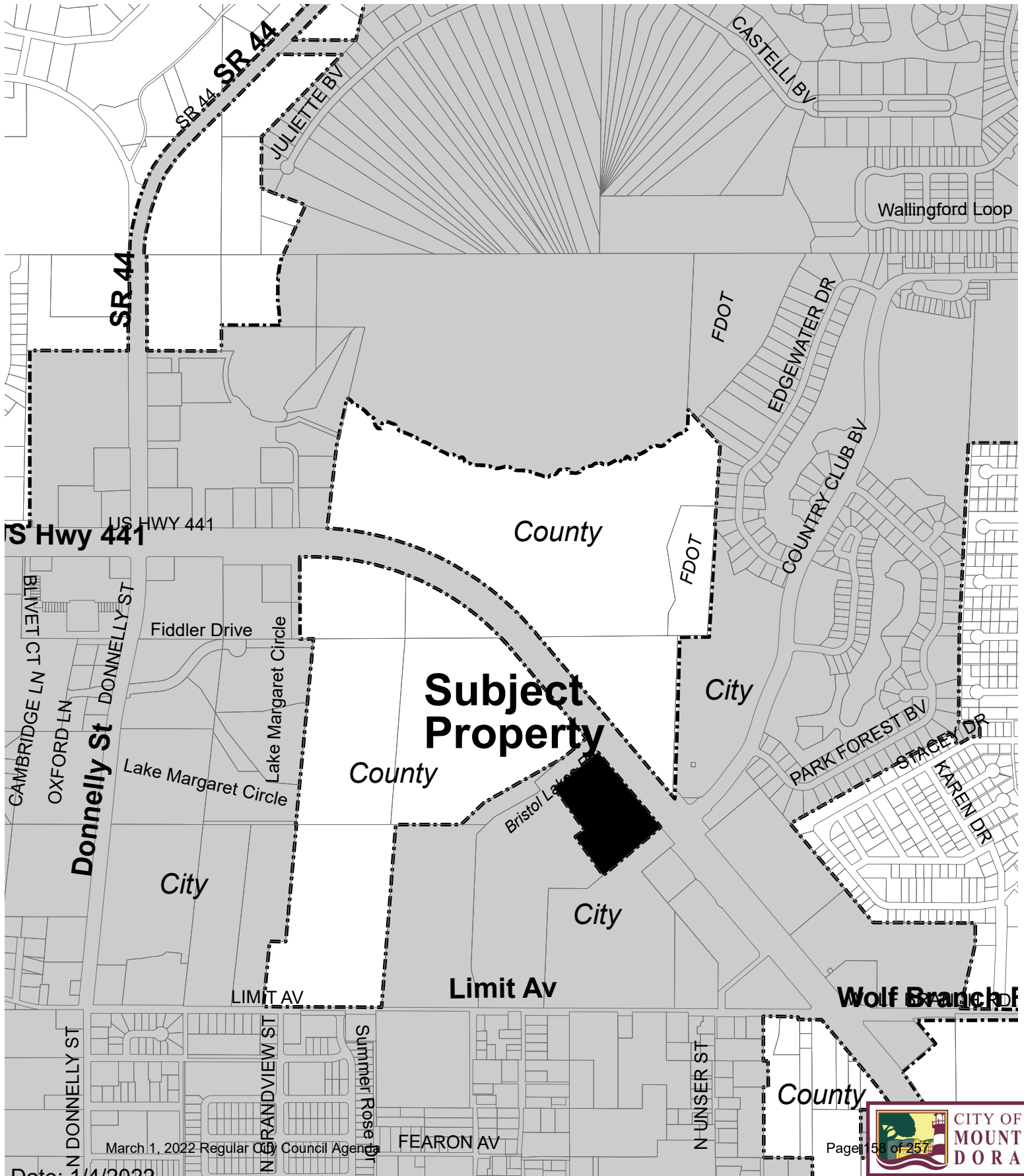
 City Limits

Simpson Family Partnership, Ltd Proposed Annexation (6.96 Acres)

N



N.T.S.





CITY OF MOUNT DORA

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

DATE: March 1, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Single Reading (Final) Ordinance No. 2022-05, Small-Scale Future Land Use Map Amendment for 6.96 Acres parcel of US 441 and Bristol Lakes Road.

Introduction:

This is a request for City Council to approve single reading and adoption of Ordinance No. 2022-05.

Call Up Item

Mayor Asks Attorney to Read Ordinance by Title Only

City Manager Background

Applicant Presentation

Testimony by others on behalf of applicant or opposition 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 6.69 acres from the County Regional Office to City Commercial, Office, and Conservation. The proposal is for future development of a self-storage, retail, and office complex being processed under a Final PUD (companion ordinance).

This Ordinance shall take effect 31 days after the adoption of the annexation Ordinance, per Florida Statutes. Annexation Ordinance No, 2022-04 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 February 16, 2022, recommended approval (vote 5-0. Two Members Absent) of the Small-Scale Future Land Use Map Amendment from the County Regional Office to City Commercial, Office, and Conservation land use designations.

The Development Review Committee (DRC) on January 26, 2022, 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. 2022-05 for the Small-Scale Future Land Use Map Amendment.

Attachment(s):

1. Attachment 1 PZC-LPA Staff Report Dated 2-16-2022 (ADA)
2. Attachment 2 Legal Ad Publications (ADA)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 2/22/2022

Approved - 2/23/2022

Final Approval - 2/24/2022



DATE: February 16, 2022

TO: Planning and Zoning Commission

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, Office, and Conservation; 6.96+/- (Site Area); located at the southeast corner of US Highway 441 and Bristol Lakes Road (Location); 19630 US HWY 441 (Site Address); Simpson Family Partnership, LTD (Owners); The Huber Group, LLC (Applicant).
Project No. FLUM22-01SM.

Recommendation:

Staff recommends approval of the above-referenced request for the Small-Scale Future Land Use Map Amendment. Approval subject to annexation.

References/Support:

City of Mount Dora Comprehensive Plan 2045
City of Mount Dora Land Development Code
Chapter 163 Florida Statutes

Background/Information:

The applicant is requesting an amendment to the City's Future Land Use Map associated with an annexation. The proposed amendment will change approximately 6.96 acres from County Regional Office to City Commercial, Office, and Conservation. The proposal is for future development of a self-storage facility along with office and retail uses with an area of wetlands being designated as conservation.

EXISTING FLU	PROPOSED FLUM	SITE AREA	MAXIMUM INTENSITY ALLOWED
County Regional Office	City Commercial	2.459 acres	37,490 square feet
County Regional Office	City Office	2.014 acres	87,748 square feet
County Regional Office	City Conservation	2.489 acres	0.00 square feet

Note: Intensity based on usable lands (less floodplain and wetland areas).

Development Summary - Maximums Intensity:

- o From: County Regional Office Maximum Square Footage (FAR 3.0 x 6.96 acres): 909,533 sf
- o To: City Commercial Maximum Square Footage (FAR 0.35 x 2.459 acres): 37,490 sf
- o To: City Office Maximum Square Footage (FAR 1.0 x 2.014 acres): 87,748 sf
- o To: City Conservation Maximum (n/a)
- o City proposed FLUM designations maximums total: 125,238 sf

Future Land Use Element Policy 4.g(5): **Office:** This category is intended to provide a transition between residential areas and other higher intensity uses. Permitted uses include insurance, real estate, attorney, medical, dental, financial and other business and professional offices, and public utilities. Educational facilities shall not be allowed in this district. Impervious surface ratio is 0.65. Maximum FAR is 1.00.

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.

Future Land Use Element Policy 4.g(9): **Conservation:** This category includes natural forest, natural communities, and environmentally sensitive areas. This land use category is intended for passive recreation activities and nature trails. Educational facilities shall not be allowed in this district. No building is permitted except for elevated boardwalks, equipment storage and restrooms. Maximum impervious surface ratio is 0.10.

Land Use Report:

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County/City	Comm/Low Den Res	C-1/PUD	Orange Groves/ Country Club
South	City	High Den Res	R-3	Bristol Lakes
East	City	Commercial	C-3	Seven Waters/ Hampton Inn Hotel
West	County	Regional Office	Ag	Orange Groves

Request Type: Small-Scale Future Land Use Map Amendment

Existing Use: Vacant Land (Billboard)

Proposed Use: Self-Storage, Office, and Retail

Proposed
Future Land Use: City Commercial (2.459 acres)
City Office (2.014 acres)
City Conservation (2.489 acres)

Current
Future Land Use: County Regional Office

Current Zoning: County Neighborhood Commercial (C-1)

Proposed Zoning:	City Planned Unit Development (PUD)
JPA:	Yes, City of Mount Dora and Lake County Joint Planning Agreement
Overlay Zones/Areas:	None
Critical State Concern:	No
Site Area:	6.96 +/- acres
Housing:	N/A. The proposed Future Land Use change not applicable related to the impacts on the projected housing population of City's Comprehensive Plan. Proposal is for non-residential designations.
Traffic:	(Based on the mini-warehouse intensity): The proposed development will result in 180 daily trips and 19 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:	<i>Infrastructure Element Policy 1.d:</i> 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 and 1.00.
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: The property has naturally transitioning fallow croplands community with the exception of the wetland area located in the southeastern portion of the property. Wetland area to remain. Soil composition includes various soil types lie within the subject property boundary: Myakka Sand, Placid and Myakka Fine Sands, St. Lucie Sand, Orsino Sand, and Tavares Sand.

Wetlands/
Environmental: The subject site development does not propose impact to any unique or ecologically significant area of vegetation or Habitat.

The property includes an area 2.489 acres of wetland are that will be designated with the City's Conservation future land use category to discourage development in this area. Wetland area to remain.

Policy 4.a(2) Conservation Element: *All development will be required to be clustered away from all wetland areas on the site and an upland buffer will be provided adjacent to the wetlands. The buffer width will be a minimum of 25 feet and shall consist of preserved or planted canopy and ground cover. An additional 25 feet will be required on previously undeveloped and unplatted parcels in order to provide sufficient habitat for wildlife.*

Note: Data analysis support documents on-file with the project application.

Notification:

JPA Notice to Lake County: January 5, 2022

Legal Ad for PZC: February 4, 2022

Notice to Lake County BCC [Ch. 171.044(3) F.S]: February 14, 2022

Ordinance Enactment Legal Ad: February 18, 2022

Non-Legal Ad: February 18, 2022

Public Hearing Schedule:

DRC: January 26, 2022

PZC: February 16, 2022

City Council (Adoption): March 1, 2022 (Single public hearing)

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

Attachments:

Vicinity Map

Composite (City & County) FLU Map

Proposed Land Use Exhibit

Proposed Future Land Use Map II-2a

Application

Trip Generation Report

Vicinity Map

Legend

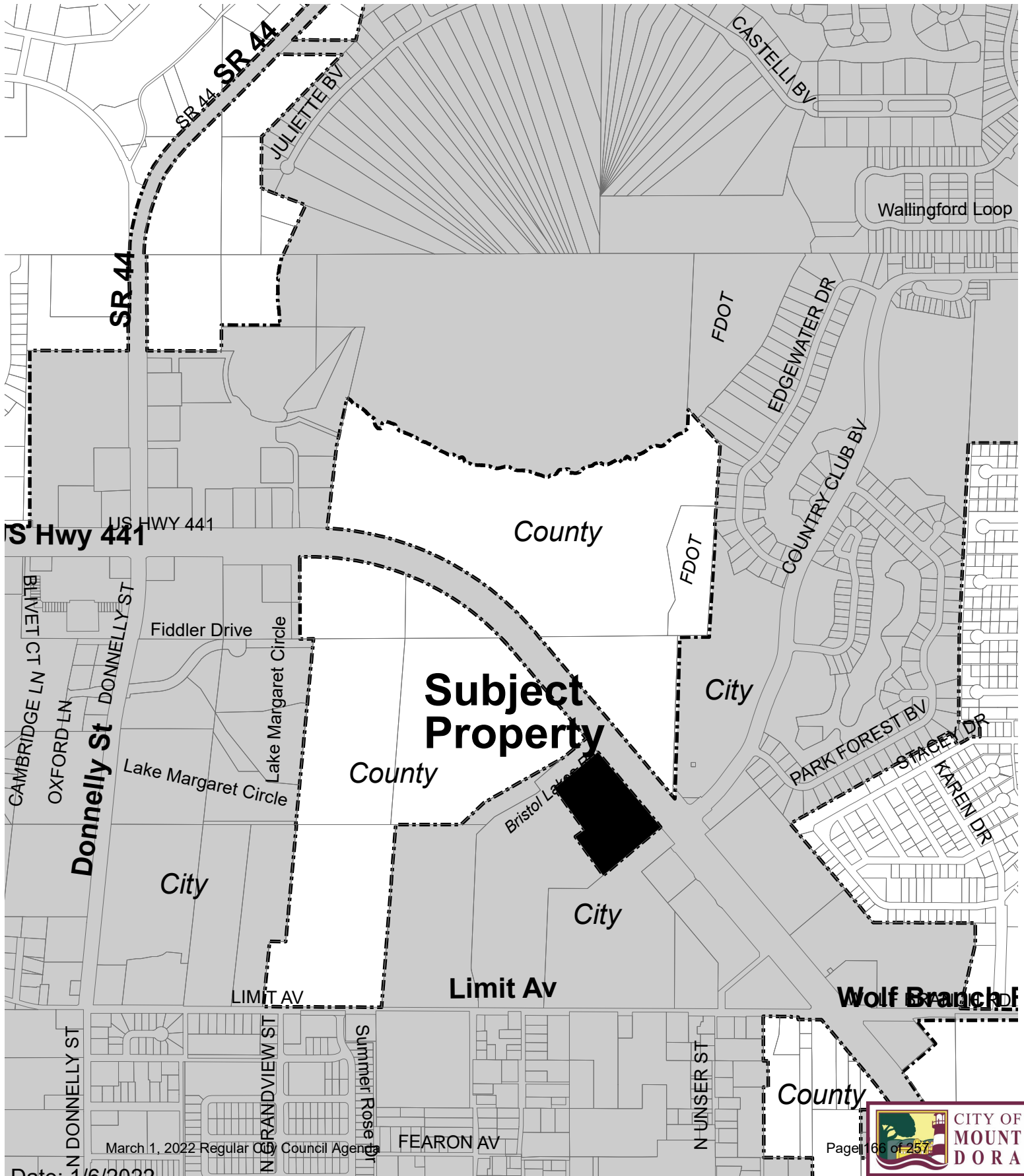
 Subject Property

 City Limits

N



N.T.S.



Legend



City Limits

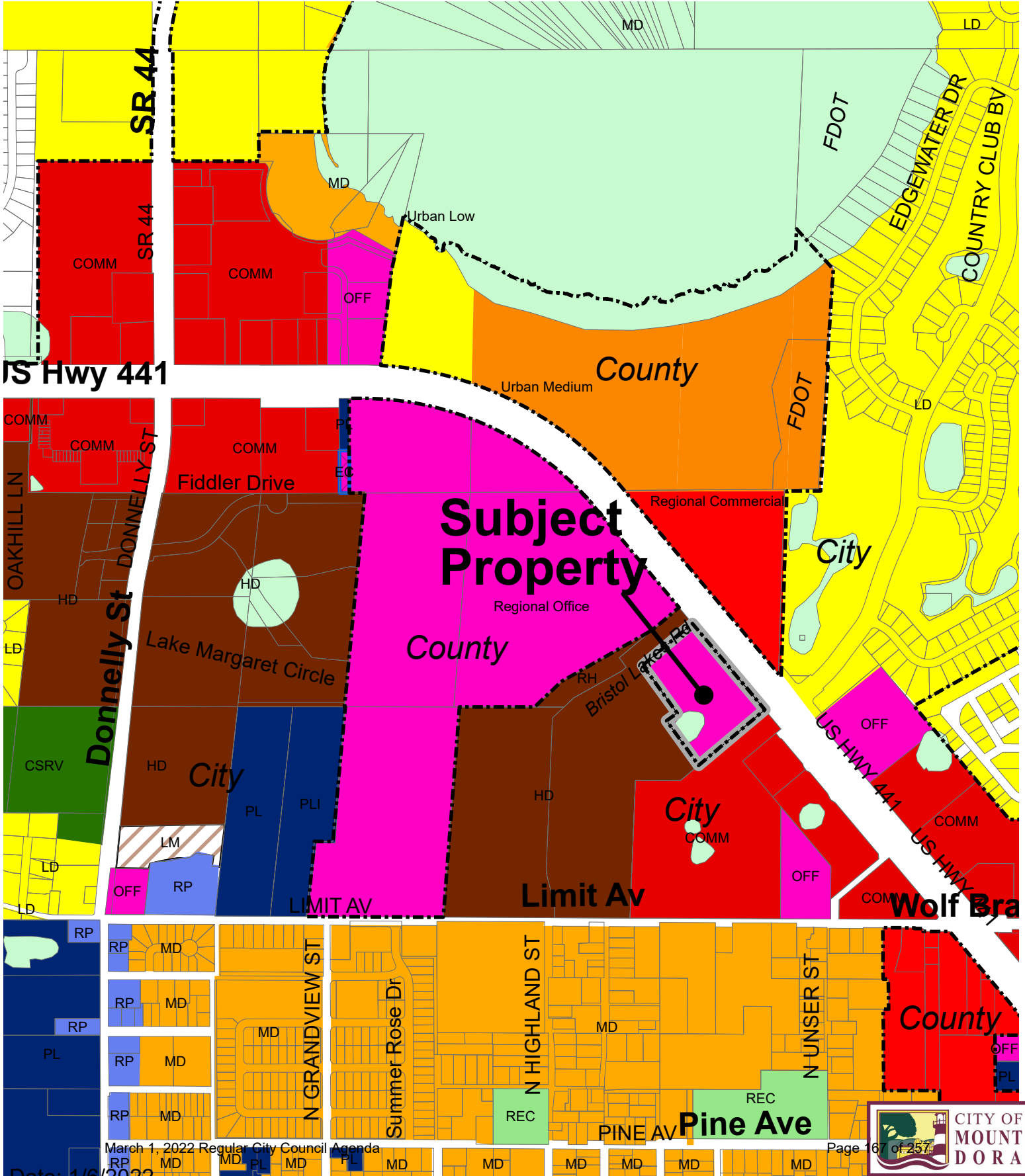
Subject Property

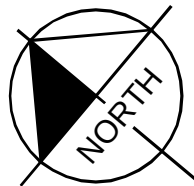
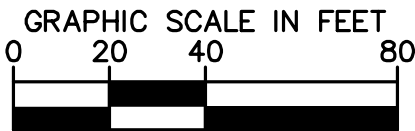
Composite Map Lake County and City Future Land Use

N



N.T.S.





PROPERTY SUMMARY		
USE	AREA	
	AC.	SQ.FT.
COMMERCIAL	2.459	107,101
OFFICE	2.014	87,748
CONSERVATION	2.489	108,428
TOTAL	6.962	303,277

F.A.R. SUMMARY						
USE	SITE DEVELOPABLE AREA (LESS WETLANDS)		ALLOWABLE		PROPOSED	
	AC.	SQ.FT.	F.A.R.	SQ.FT.	F.A.R.	SQ.FT.
COMMERCIAL	2.459	107,101	0.350	37,485		
OFFICE	2.014	87,748	1.000	87,748		
PD TOTAL	4.473	194,849	0.643	125,233	0.636	123,925

MT. DORA SELF STORAGE

FLORIDA

LAKE COUNTY

LAND USE EXHIBIT

PROJECT 049631002

DATE 12/16/2021

SCALE AS SHOWN

DESIGNED BY RJO

DRAWN BY AFE

CHECKED BY RJO

DATE:

LICENCED PROFESSIONAL

REGAN O'LAUGHLIN, P.E.

FLORIDA LICENCE NUMBER 68432

Kimley»Horn

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189 S ORANGE AVE, SUITE 1000, ORLANDO, FL 32801

PHONE: 407-898-1511

WWW.KIMLEY-HORN.COM CA 00000696

REVISIONS

DATE

BY



CITY OF
MOUNT
DORA

FLUM22-01SM
19630 US HWY 441

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 : 12/31/21 Project Name: Mt. Dora Self Storage

1. Applicant's Name: Donald Huber
Company's Name: The Huber Group, LLC
Address: PO Box 730
City, State & Zip: Windermere, FL. 34786
Phone: 407-909-0600 E-mail: dhuber@cfl.rr.com

2. Owner's Name: Robert Simpson
Company's Name: Simpson Family Partnership, LTD
Address: 445 Limit Ave
City, State & Zip: Mt. Dora FL. 32757
Phone: _____ E-mail: Bob@simpson.co

3. The property generally located and list adjacent streets: US 441 S. and Bristol Lakes Rd
and Country Club Blvd

4. The address(s) of the property: N/A

5. Size of property in Acres: 6.962 Square Feet: 303,277

6. Current Zoning District: County, C-1

7. Requested Zoning District: City, PUD - Commercial, Office, Conservation
(Separate application required for change in zoning district)

8. Future Land Use Category : County, Regional Office

9. Requested Future Land Use Category: City, PUD - Commercial, Office

10. Present use and structures on the property (list number of residential dwelling units):

Vacant Land with billboard

11. Building Size Existing: n/a Proposed: 123,925

12. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North	City	LDR	PUD	Country Club of Mount Dora
South	City	HDR	R-3	Bristol Lakes Apartments
East	City	C	C-3	Rehabilitation Facility
West	County	Reg. Office	A	Vacant

(districts/categories may be abbreviated)

13. Present use and structures on the property (list number of residential dwelling units):

Vacant Land with Billboard

14. Proposed use of property: Mixed Use commercial: Self-Storage both enclosed and covered outdoor storage,

on-site office and retail uses, wetland conservation areas

15. List the specific Comprehensive Plan Policy that allows proposed use: _____

16. State the reason for this request: In order to develop the property with adequate
intensity and establish development standards.

17. Describe changed condition justifying the amendment: The proposed use
is consistent with the Future Land Use.

18. Describe whether and how the proposed amendment is consistent with the City of Mount Dora's Comprehensive Plan: It will provide a needed commercial use to support the residential base of
the City of Mount Dora in a compatible use consistent with the Future Land Use

19. Describe the extent to which the proposed amendment is compatible with existing land uses: _____
Same height or shorter than surrounding uses, less traffic generated,
places natural buffers adjacent non-commercial uses.

20. Describe the extent to which the proposed amendment affects the capacities of public facilities and services: Minimal impact on water, sewer and traffic
21. Describe the extent of environmental impacts on the resources of proposed amendment: minimal impacts as onsite wetlands are being preserved
22. Describe the extent to which the proposed amendment will result in an orderly and logical development pattern: compatible with surrounding existing and proposed buildings

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, ROBERT SIMPSON, 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.

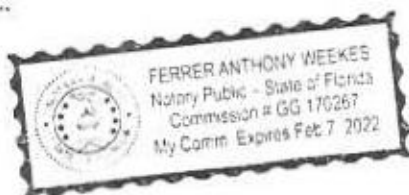
Robert L. Simpson
Signature of Applicant

RIS
Robert L. Simpson
Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 30th day of December 2021 by Robert Simpson who is personally known to me or who has produced FL D/L as identification and who did not or did not take an oath.

SEAL:



Ferrer Anthony Weekes
Notary Public

FERRER WEEKES
Print or Type Name

OWNER AUTHORIZATION FORM

FOR THE MT. DORA SELF STORAGE PROJECT LOCATED AT US-441 AND BRISTOL LAKES RD, CITY OF MOUNT DORA, FL:

I/WE, SIMPSON FAMILY PARTNERSHIP LTD, AS THE LEGAL AUTHORITY OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, LAKE COUNTY PARCEL NO. 20-19-27-003-000-06000 (ALT. KEY: 3884342), DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT(S) DONALD HUBER AND/OR ALLAN BRADLEY OF HUBER GROUP, LLC, TO EXECUTE AND/OR SUBMIT ANY APPLICATIONS, PETITIONS, OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS: CITY OF MOUNT DORA ANNEXATION, CITY OF MOUNT DORA FUTURE LAND USE AMENDMENT SMALL SCALE, CITY OF MOUNT DORA PLANNED UNIT DEVELOPMENT (PUD) APPLICATION(S), AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Robert L. Simpson
Signature of Property Owner

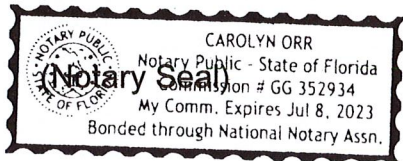
Date: 1/13/2022

Simpson Family Partnership LTD
Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF _____ :

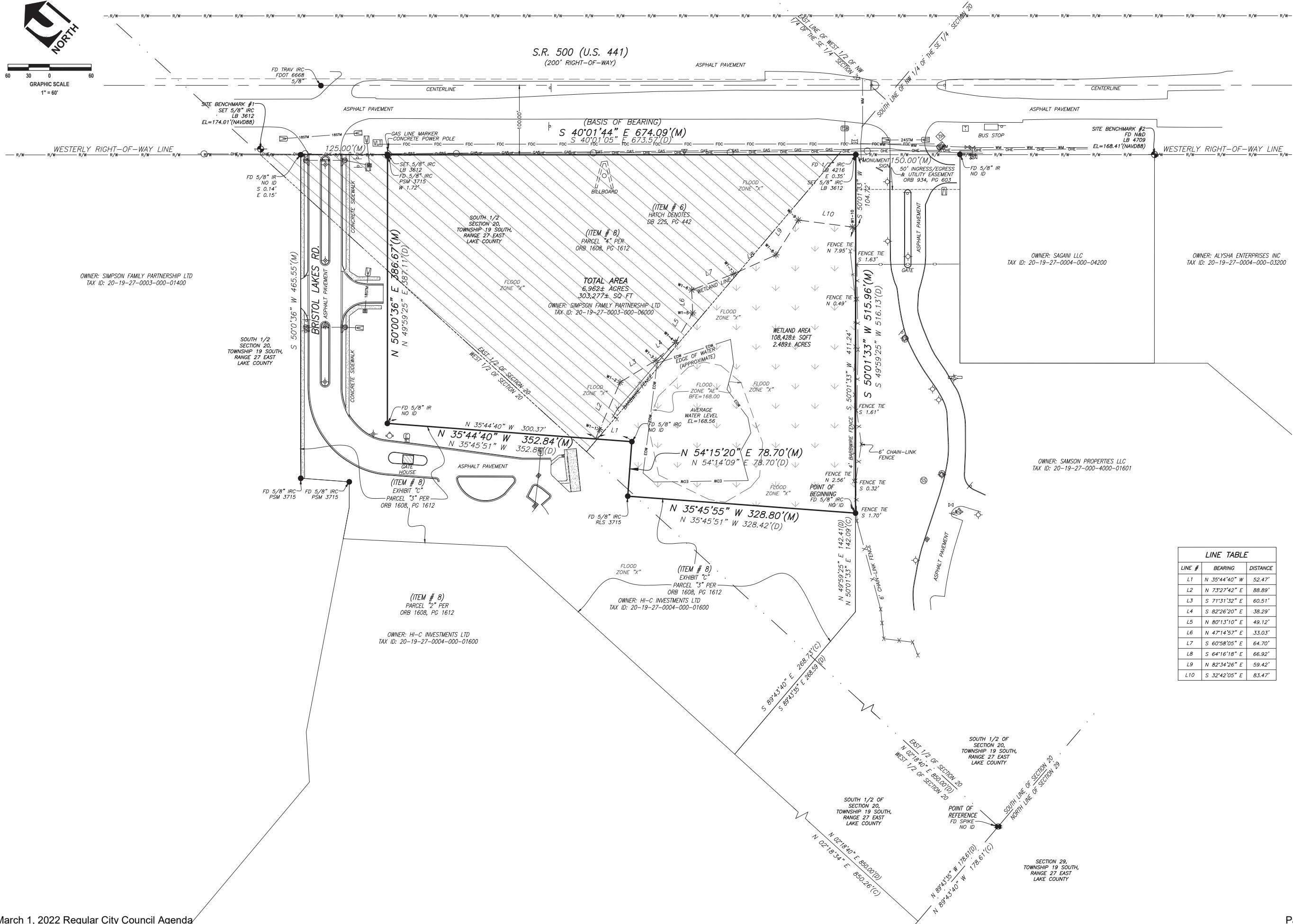
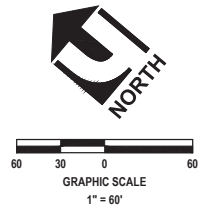
I certify that the foregoing instrument was acknowledged before me this 13th day of January 2022 by Robert L. Simpson. He/she is personally known to me or has produced as identification and ~~did~~ did not take an oath.

Witness my hand and official seal in the county and state stated above on the 13th day of January 2022, in the year 2022.



[Signature]
Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: July 8, 2023



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 35°44'40" W	52.47'
L2	N 73°27'42" E	88.89'
L3	S 71°31'32" E	60.51'
L4	S 82°26'20" E	38.29'
L5	N 80°13'10" E	49.12'
L6	N 47°14'57" E	33.03'
L7	S 60°58'05" E	64.70'
L8	S 64°16'18" E	66.92'
L9	N 82°34'26" E	59.42'
L10	S 32°42'05" E	83.47'



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SEE CERTIFICATION FOR SURVEYOR SIGNATURE

SURVEY MAP

THIS MAP IS NEITHER FULL NOR COMPLETE WITHOUT THE REPORT

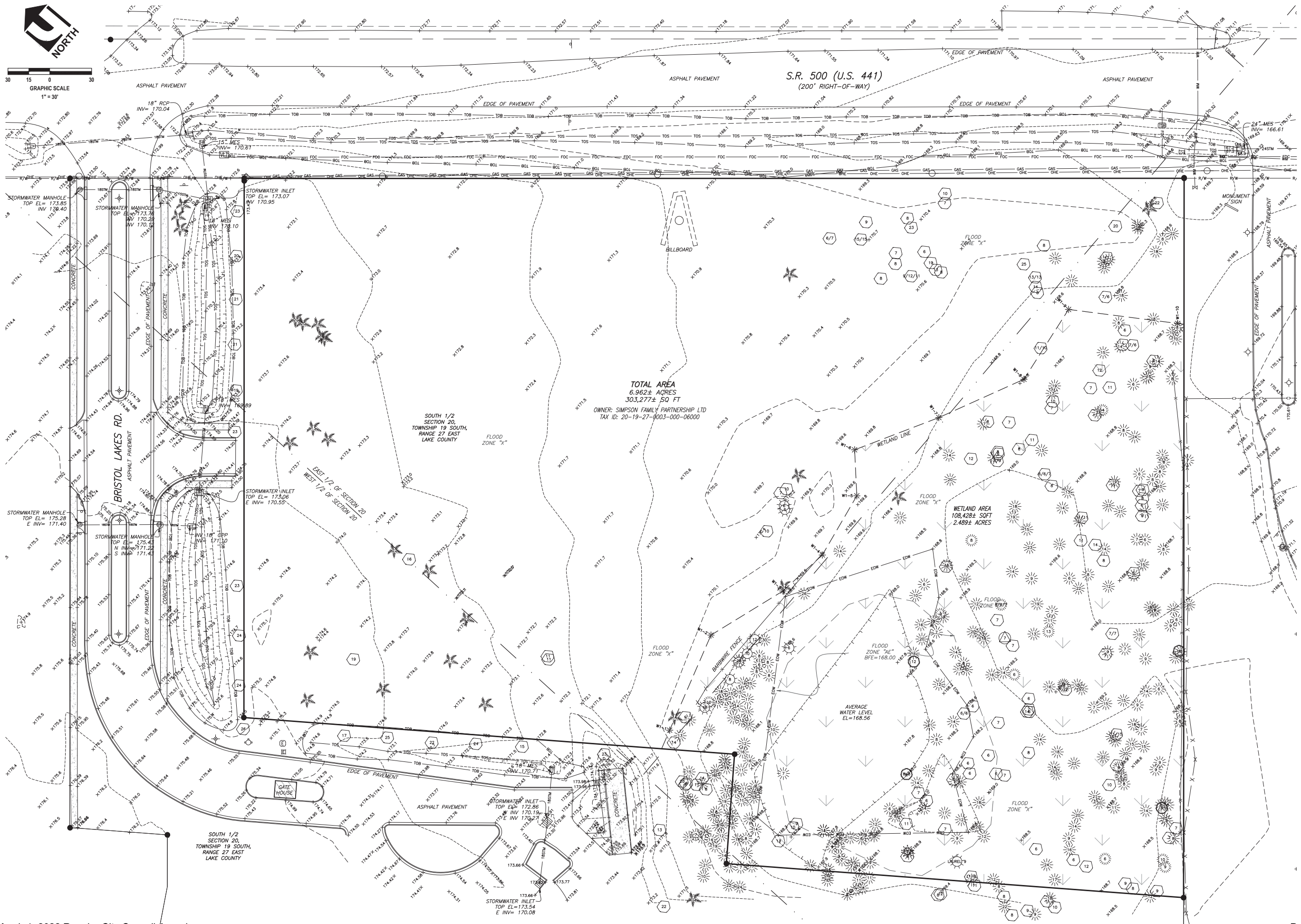
TYPE OF SURVEY: ALTA / NSPS LAND TITLE, TOPO & TREE SURVEY
MAP SUBJECT: PARCEL ID# 20-19-27-0003-000-06000
ADDRESS: BRISTOL LAKES RD, MOUNT DORA, FLORIDA

LOCATION No: 19-27-20
PROJECT No: 210706
FIELD WORK BY: JAE
DATE: 08/17/2021
OFFICE WORK BY: --
DATE: 10/25/2021
FIELD BOOK & PG: ## - ##
SCALE: 1" = 60'

SHEET NUMBER:



GRAPHIC SCALE
1" = 30'



TOTAL AREA
6.962± ACRES
303,277± SQ. FT.
OWNER: SIMPSON FAMILY PARTNERSHIP LTD
TAX ID: 20-19-27-0003-000-06000

SOUTH 1/2
SECTION 20,
TOWNSHIP 19 SOUTH,
RANGE 27 EAST
LAKE COUNTY

EAST 1/2 OF SECTION 20
WEST 1/2 OF SECTION 20

SOUTH 1/2
SECTION 20,
TOWNSHIP 19 SOUTH,
RANGE 27 EAST
LAKE COUNTY

UPHAM, INC.
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
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SEE CERTIFICATION FOR
SURVEYOR SIGNATURE

SURVEY
MAP

THIS MAP IS NEITHER FULL NOR
COMPLETE WITHOUT THE REPORT

TYPE OF SURVEY:	ALTA / NSPS LAND TITLE, TOPO & TREE SURVEY
MAP SUBJECT:	PARCEL ID# 20-19-27-0003-000-06000
LOCATION No:	19-27-20
PROJECT No:	210706
FIELD WORK BY:	JAE
DATE:	08/17/2021
OFFICE WORK BY:	-
DATE:	10/25/2021
FIELD BOOK & PG:	## - ##
SCALE:	1" = 30'
SHEET NUMBER:	

ABBREVIATIONS / LEGEND

#	MORE OR LESS	CM...	4"x4" CONCRETE MONUMENT (AS NOTED)
A/C	AIR CONDITIONING	IRC...	IRON ROD & CAP (AS NOTED)
ALTA	AMERICAN LAND TITLE ASSOCIATION	IR...	IRON ROD (NO ID)
ADA	AMERICAN DISABILITY ACT	N&D...	NAIL & DISK (AS NOTED)
BFE	BASE FLOOD ELEVATION	N&W...	NAIL & WASHER (AS NOTED)
BLDG	BUILDING	IPC...	IRON PIPE & CAP (AS NOTED)
BTM	BOTTOM	IP...	IRON PIPE (NO ID)
(C)	CALCULATED	MP...	METAL PIPE (AS NOTED)
CA	CENTRAL ANGLE	PKD...	PARKER-KALON MAGNETIC NAIL & DISK (AS NOTED)
CHORD	CHORD LENGTH	SPK...	RAILROAD SPIKE (NO ID)
CHB	CHORD BEARING	NAIL...	NAIL IN PAVEMENT (NO ID)
CMP	CORRUGATED METAL PIPE	X-CUT...	SURVEYOR'S X-CUT
CP	CORRUGATED PLASTIC PIPE	ADA / HANDICAP SYMBOL	
CONC	CONCRETE	BICYCLE LANE SYMBOL	
CR	COUNTY ROAD	THRU LANE ARROW	
(D)	DESCRIPTION OR DEED	TURN LANE ARROW	
DP	DUCTILE IRON PIPE		
FD	FOUND		
EL	ELEVATION		
EDP	EDGE OF PAVEMENT		
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE		
ESMT	EASEMENT		
FAC	FLORIDA ADMINISTRATIVE CODE		
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION		
FONR	FLORIDA DEPARTMENT OF NATURAL RESOURCES		
FOOT	FLORIDA DEPARTMENT OF TRANSPORTATION		
FFE	FINISH FLOOR ELEVATION		
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY		
FRM	FLOOD INSURANCE RATE MAP		
FL	FLORIDA		
FPBL	FLORIDA POWER & LIGHT		
GNSS	GLOBAL NAVIGATION SATELLITE SYSTEM		
HOPE	HIGH DENSITY POLYETHYLENE PIPE		
ID	IDENTIFICATION		
INV	INVERT ELEVATION		
L	LENGTH		
LB	LICENSED BUSINESS		
LC	LICENSED CORPORATION		
LF	LINEAL FEET		
LLC	LIMITED LIABILITY COMPANY		
LS	LICENSED SURVEYOR		
(M)	FIELD MEASURED		
MB	MAP BOOK		
MES	MITERED-END SECTIO		
MPH	MILES PER HOUR		
NAD83	NORTH AMERICAN DATUM OF 1983		
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988		
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929		
No.	NUMBER		
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS		
ORB	OFFICIAL RECORD BOOK		
(P)	REFERS TO PLAT OF RECORD		
PC	POINT OF CURVE		
PCD	POINT OF COMPOUND CURVE		
PCP	PERMANENT CONTROL POINT (PAGES)		
PG(S)	POINT ON CURVE		
POC	POINT OF REVERSE CURVE		
PRC	PERMANENT REFERENCE MONUMENT		
PRM	PROFESSIONAL SURVEYOR AND MAPPER		
PSM	POINT OF TANGENCY		
PT	POLYVINYL CHLORIDE		
PVC	RADIUS		
R	REGISTERED LAND SURVEYOR		
RCP	RIGHT-OF-WAY		
R/S	SQUARE FEET		
R/W	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT		
SF	STATE ROAD		
SURWMD	STATE PLANE		
SR	TELECOMMUNICATIONS		
STY	TYPICAL		
SP	UNITED STATES		
TELECOM	UNITED STATES ARMY CORP OF ENGINEERS		
TYP	VIRIFIED CLAY PIPE		
US			
USACE			
VCP			

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

COMMITMENT No. 1093444 COMMITMENT DATE: MAY 31, 2021 @ 11:00 PM

EXCEPTIONS OF SCHEDULE B - SECTION 2			
ITEM #	GENERAL DESCRIPTION	RECORD DOCUMENT PROVIDED	COMMENTS (SEE GENERAL NOTES 10.H)
1-5	STANDARD EXCEPTIONS	--	INTENTIONALLY OMITTED (H-4)
6	RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN DEED	DEED BOOK 225, PG 442	INCLUDES SUBJECT PROPERTY PLOTTED AS SHOWN (H-1) HATCH DENOTES AFFECTED AREAS
7	INTERLOCAL AGREEMENT	ORB 1115, PG 2012	INCLUDES SUBJECT BUT IS NOT PLOTTABLE (H-2)
8	DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENT	ORB 1608, PG 1612	INCLUDES SUBJECT PROPERTY PLOTTED AS SHOWN (H-1) PROPERTY IS REFERENCED AS PARCEL "4" WITHIN THIS DOCUMENT (PLOTTED AS SHOWN) INGRESS AND EGRESS EASEMENTS REFER TO EXHIBIT "C" (PLOTTED AS SHOW) STORM WATER AND DRAINAGE EASEMENT REFERS TO EXHIBIT "D" AND IS AMBIGUOUS (UNABLE TO PLOT)
9	APPARENT UNRECORDED BILLBOARD LEASE	--	INTENTIONALLY OMITTED (H-5)

TREE LEGEND

SIZE DENOTED IN SYMBOL

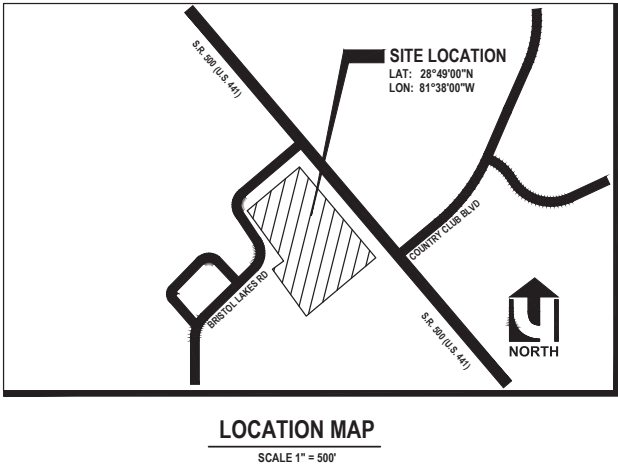
ASH	BAY	CAMPBELL	CEDAR	CHINABERRY	CHERRY	CITRUS	CYPRESS	ELM	SWEETGUM	HACKBERRY	HICKORY	HOLLY	JUNIPER	MAGNOLIA	MAPLE	MYRTLE	OAK	LAUREL OAK	LIVE OAK	PALM	PINE	SYCAMORE	MISC. 1	MISC. 2	MISC. 3	UNKNOWN
1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"	1"

1" DENOTES SIZE

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'35" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'40" E ALONG SAID LINE, 850.00 FEET; THENCE S 89°43'35" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 268.59 FEET; THENCE N 49°59'25" E, 142.41 FEET TO THE POINT OF BEGINNING; THENCE N 35°45'51" W, 328.42 FEET; THENCE N 54°14'09" E, 78.70 FEET; THENCE N 35°45'51" W, 352.84 FEET; THENCE N 49°59'25" E, 387.11 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 441; THENCE S 40°01'05" E, 673.57 FEET ALONG SAID RIGHT-OF-WAY TO A POINT THAT LIES N 49°59'25" E OF THE POINT OF BEGINNING; THENCE S 49°59'25" W, 516.13 FEET TO THE POINT OF BEGINNING.



ALTA / NSPS SPECIFICATIONS:

MINIMUM REQUIREMENTS AS REQUESTED BY CLIENT

TABLE A	
ITEM #	SURVEYOR'S COMMENTS
1	MONUMENTS SHOWN ON MAP
2	SEE TITLE BLOCK FOR CURRENT ADDRESS
3	FLOOD ZONE INFORMATION (SEE GENERAL NOTE 4)
4	PROJECT AREAS SHOWN ON MAP
5	AS SHOWN ON MAP (SEE NOTE 6 FOR BENCHMARK REFERENCE)
7(e)	NO EXISTING BUILDING ON SUBJECT PROPERTY
8	SUBSTANTIAL FEATURE OBSERVED AS SHOWN ON MAP
9	NO STRIPING EXISTS ON-SITE
11	VISIBLE UTILITIES AS SHOWN ON MAP (SEE NOTE 9.F.1)
13	TAX PARCEL INFORMATION AS SHOWN ON MAP (SEE NOTE 9.D)
16	NO OBSERVED EVIDENCE OF RECENT EARTHWORK ON-SITE

GENERAL NOTES AND SURVEY REPORT:

- BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE GRID, NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK, A TOPCON GNSS NETWORK. AS A REFERENCE FOR THIS SURVEY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 500 (U.S. 441) HAS A BEARING OF (S 40°01'44" E).
- LEGAL DESCRIPTION PER TITLE COMMITMENT.
- MEASURED DIMENSIONS ARE DENOTED (M), WHEN DIFFERS FROM RECORDED/DESCRIBED DIMENSIONS. DIMENSIONS INDICATED HEREON ARE IN U.S. STANDARD FEET AND DECIMAL PART THEREOF, UNLESS OTHERWISE NOTED HEREON.
- FLOOD PLAIN CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), MAP NUMBER 12068C0359E. COMMUNITY: CITY OF MT. DORA, DATED: DECEMBER 18, 2012. THE PROPERTY IS IN FLOOD ZONE "X" AND ZONE "AE" WITH A BASE FLOOD ELEVATION OF 168 FT.
- ACCURACY STATEMENT: THE EXPECTED ACCURACY OF THE CONTROL TO ESTABLISH THE BOUNDARY OF THE SUBJECT PROPERTY IS COMMERCIAL. THE CLOSURE OF THE TRAVERSE FOR THIS PROJECT EXCEEDS 1:10,000.
- DATA SOURCES: VERTICAL DATA PER FOUND FDOT BENCHMARK MONUMENT DESIGNATED BM-320 PUBLISHED ELEVATION 167.13 FEET NORTH AMERICAN VERTICAL DATUM 1988 (NAVD88).
- MEASUREMENT METHODS: HORIZONTAL AND VERTICAL MEASURES MADE BY ONE OR MORE OF THE FOLLOWING INSTRUMENTS: TOPCON INSTRUMENTS GPT-3003W, SOKKIA GRX-1 GPS INSTRUMENTS, TOPCON FC500 DATA COLLECTOR USING MAGNET SOFTWARE, PAL-2 LUFKIN STEEL TAPE, CST STEEL TAPE, STEEL HIGHWAY CHAIN, CST & LUFKIN FIBERGLASS TAPE FOR DIMENSIONS FOR BUILDINGS.
- LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.
 - FDOT RIGHT-OF-WAY MAP - PROJECT: 4293561 - 11010, DATED: MAY 20, 2016
- THE SUBJECT PROPERTY APPEARS TO BE AT LEAST 100.00 FEET, AS MEASURED PERPENDICULARLY FROM THE CENTERLINE OF OF THE RIGHT-OF-WAY FOR STATE ROAD No. 500 (A 200 FOOT RIGHT-OF-WAY).
- LIMITATIONS:
 - ALL INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR PER TITLE COMMITMENT AS SHOWN HEREON. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.
 - IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.
 - THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. ADDITIONAL SEALED ORIGINALS MAY BE PURCHASED UP TO SIX MONTHS AFTER THE DATE OF THE INVOICE. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE WILL BE A SURCHARGE FOR THEM. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY.
 - TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAMES AND ADDRESS WHEN SHOWN SHOWN IS EITHER SUPPLIED BY CLIENT AND/OR TAKEN FROM COUNTY APPRAISER'S INTERNET WEB PAGE AND MAY NOT BE THE MOST CURRENT.
 - SPECIAL PURPOSE SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:
 - WHEN TREES AS SHOWN ON THE SURVEY IT IS FOR THE LOCATION OF THE TREES 6" INCHES DIAMETER AND ABOVE TREES TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL TREE IDENTIFICATION OTHER THAN LOCATION AND SIZE, SEE AN ARBORIST.
 - JURISDICTIONAL WETLANDS WHEN SHOWN WERE LOCATED FROM FLAGS/MARKS BY BIOLOGIST / ENVIRONMENTALIST. AND THE DETERMINATION OF WETLANDS ARE OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
 - ARCHAEOLOGICAL FEATURES WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A ARCHAEOLOGICAL FEATURES IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.
 - WILDLIFE CORRIDORS OR HABITATS WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY WHAT CONSTITUTES A WILDLIFE CORRIDORS OR HABITATS IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER
 - GEOTECHNICAL BORINGS SHOWN AS MARKED AND FIELD LOCATED.
 - AS-BUILT / RECORD SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:
 - WHEN UNDERGROUND UTILITIES, SUCH AS UNDERGROUND CABLES, GAS MAINS, WATER MAINS, SANITARY SEWER SYSTEMS AND STORM COLLECTIONS SYSTEMS ARE SHOWN. THE LIMITS OF THIS SURVEY INCLUDE VISIBLE STRUCTURES / IMPROVEMENTS IN COMBINATION WITH AS-BUILT / RECORD DRAWINGS SUPPLIED BY OTHERS.
 - WHEN THE PERCENTAGE OF SLOPES ARE SHOWN IT IS BASED ON THE INVERTS BETWEEN VISIBLE STRUCTURES. THIS SURVEY DOES NOT INCLUDE VIDEO PIPELINE INSPECTIONS. VERIFICATION OF LINE OF SITE HAS NOT BEEN VERIFIED. THIS SURVEYOR SUGGESTS VIDEO PIPELINE INSPECTION BY A PROFESSIONALS PROVIDING SERVICE OF THAT SPECIALTY.
 - THIS SURVEYOR SUGGESTS VIDEO PIPELINE INSPECTION BY A PROFESSIONAL PROVIDING SERVICE OF THAT SPECIALTY.

SURVEYOR'S CERTIFICATION:

CERTIFIED FOR THE EXCLUSIVE USE OF AS FOLLOWS:

Huber Group, LLC
Old Republic National Title Insurance Company
Icardi & Icardi, PA

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7a, 8, 9, 11, 13 AND 16 OF TABLE "A" THEREOF.

DATE OF FIELD WORK: 08/17/2021

THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER; FLORIDA ADMINISTRATIVE CODE 5J-17.062

Digitally signed by MICHAEL E AWAD
Date: 2021.10.27 17:04:53 -04'00'
BY: MICHAEL E. AWAD, PSM No. 5574 DATE: 10/25/2021



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SEE CERTIFICATION FOR SURVEYOR SIGNATURE

SURVEY REPORT

THIS REPORT IS NEITHER FULL NOR COMPLETE WITHOUT THE MAP

TYPE OF SURVEY:	ALTA / NSPS LAND TITLE, TOPO & TREE SURVEY
MAP SUBJECT:	PARCEL ID# 20-19-27-0005-000-06000
ADDRESS:	BRISTOL LAKES RD MOUNT DORA, FLORIDA
LOCATION No:	19-27-20
PROJECT No:	210706
FIELD WORK BY:	JAE
DATE:	08/17/2021
OFFICE WORK BY:	--
DATE:	10/25/2021
FIELD BOOK & PG:	## - ##
SCALE:	AS SHOWN
SHEET NUMBER:	

BRISTOL LAKES ROAD (WETLAND CONSERVATION PARCEL)

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'40" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'34" E ALONG SAID LINE FOR A DISTANCE OF 850.26 FEET; THENCE S 89°43'40" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 FOR A DISTANCE OF 268.73 FEET; THENCE N 50°01'33" E FOR A DISTANCE OF 142.09 FEET FOR A POINT OF BEGINNING; THENCE N 35°45'55" W FOR A DISTANCE OF 328.80 FEET; THENCE N 54°15'20" E FOR A DISTANCE OF 78.70 FEET; THENCE N 35°44'40" W FOR A DISTANCE OF 52.47 FEET; THENCE N 73°27'42" E FOR A DISTANCE OF 88.89 FEET; THENCE S 71°31'32" E FOR A DISTANCE OF 60.51 FEET; THENCE S 82°26'20" E FOR A DISTANCE OF 38.29 FEET; THENCE N 80°13'10" E FOR A DISTANCE OF 49.13 FEET; THENCE N 47°14'57" E FOR A DISTANCE OF 33.03 FEET; THENCE S 60°58'05" E FOR A DISTANCE OF 64.70 FEET; THENCE S 64°16'18" E FOR A DISTANCE OF 66.92 FEET; THENCE N 82°34'26" E FOR A DISTANCE OF 59.42 FEET; THENCE S 32°42'05" E FOR A DISTANCE OF 83.47 FEET; THENCE S 50°01'33" W FOR A DISTANCE OF 411.24 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 2.489 ACRES MORE OR LESS.

Prepared by:
Upham, Inc.
265 Kenilworth Avenue
Ormond Beach, FL 32174
January 12, 2022

BRISTOL LAKES ROAD (COMMERCIAL PARCEL)

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'40" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 FOR A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'34" E ALONG SAID LINE FOR A DISTANCE OF 850.26 FEET; THENCE S 89°43'40" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 268.73 FEET; THENCE N 50°01'33" E FOR A DISTANCE OF 142.09 FEET; THENCE N 35°45'55" W FOR A DISTANCE OF 328.80 FEET; THENCE N 54°15'20" E FOR A DISTANCE OF 78.70 FEET; THENCE N 35°44'40" W FOR A DISTANCE OF 52.47 FEET FOR A POINT OF BEGINNING; THENCE N 35°44'40" W FOR A DISTANCE OF 300.37 FEET; THENCE N 50°00'36" E FOR A DISTANCE OF 386.67 FEET; THENCE S 40°01'44" E FOR A DISTANCE OF 334.92 FEET; THENCE S 50°00'36" W FOR A DISTANCE OF 327.59 FEET; THENCE S 73°27'42" W FOR A DISTANCE OF 88.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 3.035 ACRES MORE OR LESS.

Prepared by:
Upham, Inc.
265 Kenilworth Avenue
Ormond Beach, FL 32174
January 12, 2022

BRISTOL LAKES ROAD (OFFICE PARCEL)

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'40" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20 FOR A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'34" E ALONG SAID LINE FOR A DISTANCE OF 850.26 FEET; THENCE S 89°43'40" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 268.73 FEET; THENCE N 50°01'33" E, A DISTANCE OF 553.33 FEET FOR A POINT OF BEGINNING; THENCE N 32°42'05" W FOR A DISTANCE OF 83.47 FEET; THENCE S 82°34'26" W FOR A DISTANCE OF 59.42 FEET; THENCE N 64°16'18" W FOR A DISTANCE OF 66.92 FEET; THENCE N 60°58'05" W FOR A DISTANCE OF 64.70 FEET; THENCE S 47°14'57" W FOR A DISTANCE OF 33.03 FEET; THENCE S 80°13'10" W FOR A DISTANCE OF 49.13 FEET; THENCE N 82°26'20" W FOR A DISTANCE OF 38.29 FEET; THENCE N 71°31'32" W FOR A DISTANCE OF 60.51 FEET; THENCE N 50°00'36" E FOR A DISTANCE OF 327.59 FEET; THENCE S 40°01'44" E FOR A DISTANCE OF 339.17 FEET; THENCE S 50°01'33" W FOR A DISTANCE OF 104.72 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 1.438 ACRES MORE OR LESS.

Prepared by:
Upham, Inc.
265 Kenilworth Avenue
Ormond Beach, FL 32174
January 12, 2022

26
This Instrument Prepared By:
STANLEY A. GRAVENMIER, ESQ.
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

93 1703

REC-2100 RECEIVED FOR
TF-300 EXCISE TAXES
DOC-70 JAMES C. WATKINS
INT-6 CLERK LAKE CO FL
BY-33 D.C.

TAX PARCEL IDENTIFICATION NOS.:

BOOK 1205 PAGE 0646

20-19-27-0002-000-007	20-19-27-0002-000-010
20-19-27-0002-000-006	20-19-27-0004-000-016
20-19-27-0001-000-005	19-19-27-0600-00J-000
20-19-27-0001-000-004	19-19-27-0600-00I-000
20-19-27-0001-000-003	29-19-27-0002-000-084
20-19-27-0003-000-014	29-19-27-0002-000-078
20-19-27-0004-000-015	29-17-27-0002-000-080

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 30th day of December, 1992, by HOWARD JAMES SIMPSON, SR., whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 (hereinafter referred to as the "Grantor"), to ROBERT L. SIMPSON, whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 and whose social security number is [REDACTED] as to an undivided .45% interest, and to HOWARD J. SIMPSON, JR., whose post office address is 445 Limit Avenue, Mount Dora, Florida 32757 and whose social security number is [REDACTED] as to an undivided .45% interest (hereinafter collectively referred to as the "Grantees").

(wherever used herein the terms "Grantor" and "Grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto each of the Grantees, an undivided .45% interest in and to that certain real property situate, lying and being in Lake County, Florida (hereinafter referred to as the "Property"), and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

TOGETHER with an equal undivided percentage interest in and to all of 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 Grantees that Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the above described undivided percentage interests in and to the Property, and hereby warrants the title to such undivided percentage interests in and to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against no others. This conveyance is subject to taxes accruing subsequent to December 31, 1992, and to easements, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

Grantor certifies that on the date of execution, delivery and recordation of this instrument, neither Grantor nor any member of Grantor's family resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor.

JAN 12 12 53 PM '93

The scrivener of this instrument has not examined title to the Property, has utilized legal descriptions provided by Grantor, and has relied upon the representations of the Grantor that he is the holder of title to the Property. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of the Grantor to hold such title in the manner represented.

IN WITNESS WHEREOF, the person named herein as "Grantor" has executed and delivered this instrument and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BOOK 1205 PAGE 0647

Print Name: Charles H. Egerton

Howard James Simpson Sr.
HOWARD JAMES SIMPSON, SR.

Print Name: Barbara L. Hutchins

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of December, 1992, by HOWARD JAMES SIMPSON, SR., who (check one) ☐ is personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____, and did not take an oath.

Barbara L. Hutchins
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

BARBARA L. HUTCHINS
Notary Public, State of Florida
My Comm. expires June 2, 1993
Comm. No. AA672524

F:\RE\SAG\SIMPSON.10A

EXHIBIT A

BOOK 1205 PAGE 0648

PARCEL #1

Parcel #1 is that portion of Section 20, Township 19 South, Range 27 East described as follows:

From the intersection of the West line of the East ½ of the Southwest ¼ of the Northwest ¼ of Section 20, Township 19 South, Range 27 East, and the Northerly right of way line of Highway 441, run Easterly along the Northerly right of way of said Highway 87 feet to the Point of Beginning (P.O.B.); thence run North 6°29' East 568.5 feet; thence run North 12°19' East 860 feet; thence run West parallel with the North line of Section 20 to a point on the West line of the East ½ of the Northwest ¼ of the Northwest ¼ of Section 20; thence run North along said West line 495 feet, more or less, to the North line of Section 20; thence run Easterly along the North line of Section 20 to a point on the East line of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 20; thence run Southerly along said East line of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 20 to the point where said East line intersects with the Westerly extension of the Southerly line of Lot 93 of The Country Club of Mount Dora Unit II recorded in Lake County in Plat Book 32, pages 42 to 44; thence South 42° 36'45" East along the Westerly extension of and the Southerly line of said Lot 93, 336.37 feet; thence South 3°21' West 1319.06 feet to the South line of the Northeast ¼ of Section 20, thence run Westerly along said South line 202 feet, more or less, to the Southwest corner of the East ½ of the Southwest ¼ of the Northeast ¼ of Section 20, thence run Southerly along the West line of the East ½ of the Northwest ¼ of the Southeast ¼ of Section 20 to the Northeasterly right of way line of Highway 441; thence run Northwesterly along said Northeasterly right of way to the P.O.B.

PARCEL #2

"Begin at the intersection of the West line of the Northwest ¼ of Section 20, Township 19 South, Range 27 East and the Southerly right of way line of Highway 441, thence run Southerly along said West line of the Northwest ¼ of Section 20 to the Southwest corner of the Northwest ¼ of Section 20, thence run Easterly along the South line of the Northwest ¼ of Section 20 to the Southeast corner of the West ½ of the Northwest ¼ of Section 20; thence run Southerly along the West line of the Northeast ¼ of the Southwest ¼ to the Southwest corner of the Northeast ¼ of the Southwest ¼ of Section 20; thence run Easterly along the South line of the Northeast ¼ of the Southwest ¼ of Section 20 to a point on said South line that is 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run Southerly parallel with said East line of the Southwest ¼ of Section 20 to a point that is 850 feet North of the South line of Section 20 and 178.61 feet West of the East line of the Southwest ¼ of Section 20; thence run North 89°54' East a distance of 268.59 feet; thence run North 49°37' East 658.44 feet, more or less, to the Southwesterly right of way line of Highway 441; thence run Northwesterly and Westerly along said Southerly right of way to the Point of Beginning (P.O.B.).

Subject to cross easement for ingress and egress, utilities and drainage purposes recorded in ORB 1183 page 1550, Public Records of Lake County, Florida, described as follows:

"Commence at the Southeast corner of the Northeast ¼ of Section 19, Township 19 South, Range 27 East, run North 02°55'30" West along the East line of the Northeast ¼ of Section 19 a distance of 492.89 feet to the P.O.B.; thence run North 02°55'30" West along said East line 75 feet to a point on the Southerly right of way of Highway 441; thence run North 87°22'00" East along said Southerly right of way a distance of 389.87 feet; thence departing said Southerly right of way for Highway 441, run South 02°38'00" East 75 feet; thence run South 87°22'00" West 389.49 feet to the P.O.B."

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

PARCEL #3

"Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 20, Township 19 South, Range 27 East, thence run South $89^{\circ}55'15''$ West along the South line of said Southwest $\frac{1}{4}$ of Section 20 a distance of 178.61 feet; thence run North $01^{\circ}56'15''$ East along the West line of the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 850 feet; thence run North $89^{\circ}54'$ East a distance of 268.59 feet; thence run North $49^{\circ}37'$ East 658.44 feet to the Southerly right of way of Highway 441; thence run South $40^{\circ}23'$ East a distance of 150 feet to the Point of Beginning (P.O.B.). From the P.O.B., run South $49^{\circ}37'$ West a distance of 300 feet; thence run South $40^{\circ}23'$ East a distance of 821.24 feet; thence run South $0^{\circ}6'$ East 340.36 feet to the South line of the Southeast $\frac{1}{4}$ of Section 20, a point herein being designated as Point "A". Return to the P.O.B., thence run Southerly along the Southwesterly right of way line of Highway 441 to the South line of the Southeast $\frac{1}{4}$ of Section 20; thence run Westerly along the South line of the Southeast $\frac{1}{4}$ of Section 20 to Point "A". Less portion in right of way for Limit Street.

PARCEL #4

Known as Tract J of Sunset Heights Subdivision, Mount Dora, Florida recorded in Plat Book 3, page 34 in the Public Records of Lake County, Florida and further described as follows:

"From the East $\frac{1}{4}$ corner of Section 19, Township 19 South, Range 27 East, thence run South $06^{\circ}08'45''$ West along the East line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, a distance of 642.33 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 19 to the Point of Beginning (P.O.B.) of this description; thence run North $89^{\circ}52'46''$ West 640.86 feet to a point on the Easterly right of way line of Donnelly Street; thence run Southerly along said Easterly right of way to the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Easterly along said North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19; thence run Northerly along the East line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19 to the P.O.B.; subject to all legal highways or platted rights of way not previously vacated."

PARCEL #5

"Being a parcel of land lying in the Southeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 27 East, Lake County, Florida and being further bounded and described as follows:

"Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 19; thence run North $89^{\circ}51'15''$ West along the North line of said Southeast $\frac{1}{4}$, a distance of 688.31 feet to a concrete monument lying on the Westerly right of way line of Donnelly Street; thence South $11^{\circ}40'13''$ West along said Westerly right of way line, a distance of 453.03 feet to a Point of Curvature, said curve being concave to the East, having a radius of 1960.08 feet, a central angle of $5^{\circ}47'00''$, a chord of 197.76 and a chord bearing of South $8^{\circ}46'43''$ West; thence along said curve an arc distance of 197.85 feet to the Point of Beginning (P.O.B.); thence continuing along said curve, said curve having a central angle of $00^{\circ}21'00''$, a chord of 11.97 feet, a chord bearing of South $05^{\circ}41'16''$ West, thence along said curve an arc distance of 11.97 feet to the Point of Tangency; thence continuing along said right of way line South $05^{\circ}30'46''$ West a distance of 630.08 feet; thence North $89^{\circ}59'50''$ West along the Southerly boundary line of the Southwest $\frac{1}{4}$, Northeast $\frac{1}{4}$, Southeast $\frac{1}{4}$ of said Section 19 a distance of 620.09 feet. Thence run North $04^{\circ}21'56''$ East a distance of 642.22 feet to a Point on the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence run South $89^{\circ}53'01''$ East 632.92 feet to the P.O.B."

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

PARCEL #6

Commence at the Northwest corner of Section 29, Township 19 South, Range 27 East, run Southerly along the West line of Section 29 a distance of 330 feet to the Point of Beginning (P.O.B.); thence continue Southerly along the West section line of Section 29 a distance of 965 feet, more or less, to the Northerly right of way line of Pine Avenue; thence run Easterly along the Northerly right of way line a distance of 635 feet, more or less, to the Westerly right of way of Grandview Street; thence run Northerly along the said Westerly right of way 965 feet, more or less, to a point that is 330 feet South of the North line of Section 29; thence run Easterly parallel with the North line of Section 29, 635 feet, more or less, to the P.O.B.

PARCEL #7

A parcel being a portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East described as follows:

Begin at the intersection of the Northerly right of way of Pine Street and the Easterly right of way of Grandview Street, a Point being 25 feet North of and 25 feet East of the Southwest corner of the East $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 27 East; thence run Westerly along the Northerly right of way of Pine Street 635 feet, more or less, to a point on the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and 25 feet North of the Southeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29; thence run North along the East line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 29, a distance of 1085 feet, more or less, to a point that is 210 feet South of the North line of Section 29; thence run Westerly parallel with said North line of Section 29 a distance of 210 feet; thence run Northerly parallel with the Easterly right of way of Grandview Street a distance of 185 feet, more or less, to the Southerly right of way of Limit Street; thence Westerly along said Southerly right of way a distance of 168.94 feet; thence run Southerly parallel to the Easterly right of way line of Grandview Street a distance of 195 feet; thence run Westerly parallel with the North line of Section 29, a distance of 135 feet, more or less, to a point being 121.06 feet East of the Westerly right of way of Grandview Street; thence run Southerly parallel to said Westerly right of way a distance of 12 feet; thence run Easterly parallel with the North Section line 153.94 feet; thence run Southerly parallel with the right of way for Grandview Street a distance of 294 feet; thence run Westerly parallel to the North line of Section, a distance of 275 feet, more or less, to the Easterly right of way of Grandview Street; thence Southerly along said Easterly right of way a distance of 769 feet, more or less, to the P.O.B.

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

PROPERTY RECORD CARD

General Information

Name:	SIMPSON FAMILY PARTNERSHIP LTD	Alternate Key:	3884342
Mailing Address:	445 LIMIT AVE MOUNT DORA, FL 32757 Update Mailing Address	Parcel Number:	20-19-27-0003-000-06000
		Millage Group and City:	0002 (UNINCORPORATED)
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	BRISTOL LAKES RD MOUNT DORA FL 32757 Update Property Location	Property Name:	-- Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	FROM SW COR OF SE 1/4 RUN N 89-43-35 W 178.61 FT, N 02-18-40 E 850 FT, S 89-43-35 E 268.59 FT, N 49-59-25 E 142.41 FT FOR POB, CONT N 49-59-25 E 516.03 FT TO SW'LY R/W LINE OF US HWY 441 & PT A, RETURN TO POB, RUN N 35-45-51 W 328.42 FT, N 54-14-09 E 78.70 FT, N 35-45-51 W 352.84 FT, N 49-59-25 E 387.11 FT TO SW'LY R/W LINE OF US HWY 441, S 40-01-05 E ALONG SAID SW'LY R/W LINE TO PT A ORB 1205 PGS 646 651		
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		7.15	AC	\$0.00	\$1,036,750.00
2	BILLBOARD SITE (1020)	0	0	HAY	1	LT	\$0.00	\$20,000.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.	
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Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2022 WORKING VALUES that are subject to change until certified.

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	\$1,056,750	\$1,056,750	\$1,056,750	5.05290	\$5,339.65
LAKE COUNTY MSTU AMBULANCE	\$1,056,750	\$1,056,750	\$1,056,750	0.46290	\$489.17
LAKE COUNTY MSTU FIRE	\$1,056,750	\$1,056,750	\$1,056,750	0.51380	\$542.96
SCHOOL BOARD STATE	\$1,056,750	\$1,056,750	\$1,056,750	3.59400	\$3,797.96
SCHOOL BOARD LOCAL	\$1,056,750	\$1,056,750	\$1,056,750	2.99800	\$3,168.14
LAKE COUNTY MSTU	\$1,056,750	\$1,056,750	\$1,056,750	0.49570	\$523.83

STORMWATER

ST JOHNS RIVER FL WATER MGMT DIST	\$1,056,750	\$1,056,750	\$1,056,750	0.21890	\$231.32
LAKE COUNTY VOTED DEBT SERVICE	\$1,056,750	\$1,056,750	\$1,056,750	0.09180	\$97.01
LAKE COUNTY WATER AUTHORITY	\$1,056,750	\$1,056,750	\$1,056,750	0.32290	\$341.22
NORTH LAKE HOSPITAL DIST	\$1,056,750	\$1,056,750	\$1,056,750	0.00000	\$0.00
				Total: 13.7509	Total: \$14,531.26

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](#).

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Property data last updated on October 4, 2021.

Site Notice

**NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2022-05
CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-05. The final public hearing on the ordinance will be held on Tuesday, March 1, 2022, at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2022-05 is as follows:

ORDINANCE NO: 2022-05

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: February 18, 2022

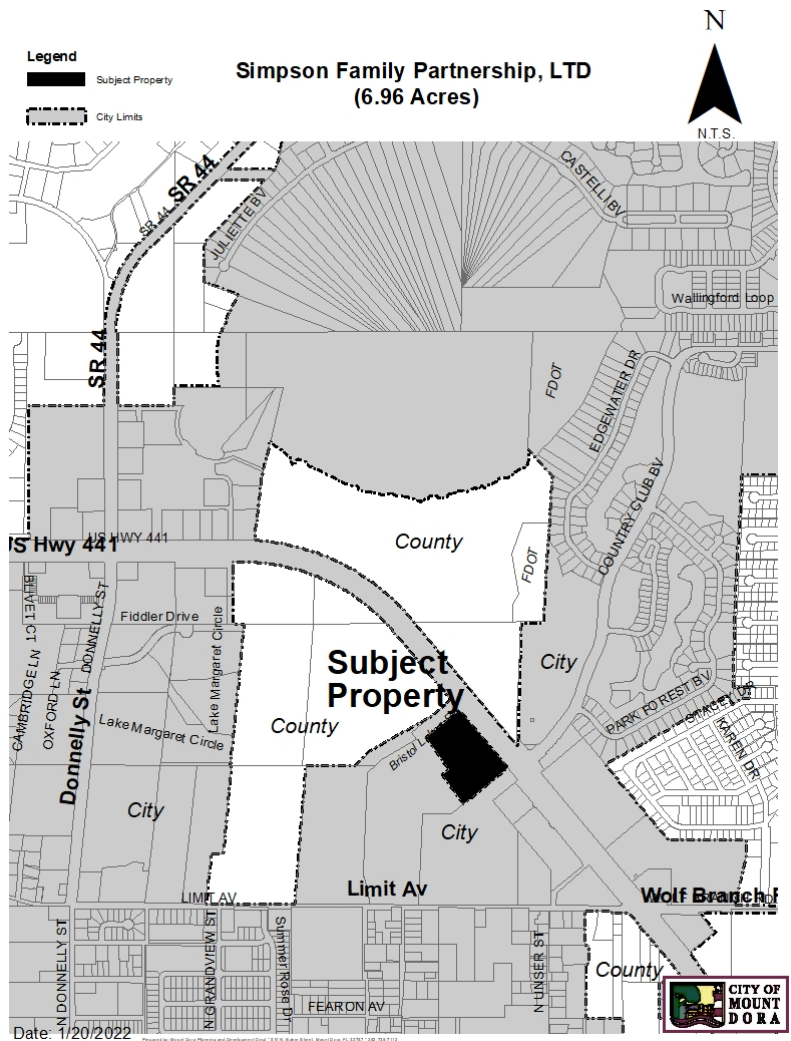
**NOTICE OF COMPREHENSIVE PLAN CHANGE
FUTURE LAND USE MAP AMENDMENT
ORDINANCE NO. 2022-05
CITY OF MOUNT DORA, FLORIDA**

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. 2022-05 for proposed changes to the City of Mount Dora Comprehensive Plan to amend the Future Land Use Map. The a single public hearing will be held on Tuesday, March 1, 2022, at 6:00 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. 2022-05

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. 2022-05 includes a Future Land Use Map Amendment changing certain lands from County Regional Office to City Commercial, Office, and Conservation as depicted on the map of this advertisement below:



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: February 18, 2022

**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, February 16, 2022, 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 CHANGE;
MOUNT DORA SELF STORAGE (PROJECT NAME); 6.96 ACRES (SIZE);
19630 US HIGHWAY 441 (SITE ADDRESS); LOCATED ON THE WEST
SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE
(LOCATION); SIMPSON FAMILY PARTNERSHIP, LTD (OWNER); THE
HUBER GROUP, LLC (APPLICANT).**

PROPOSED FUTURE LAND USE MAP AMENDMENT:

**FROM: COUNTY REGIONAL OFFICE
TO: CITY COMMERCIAL, OFFICE, AND CONSERVATION**

FURTHER, notice is hereby given City Council of the City of Mount Dora, Florida will conduct a single adoption public hearing of the proposed Small-Scale Future Land Use Map Amendment, Ordinance No. 2022-05, on **Tuesday, March 1, 2022, at 6:00 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: February 4, 2022

ORDINANCE NO: 2022-05

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, Robert L. Simpson (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 on the west side of US Highway 441 and north of Limit 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 February 16, 2022, 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) allows 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 Office, Commercial, and Conservation are hereby assigned to the Property located on the west side of US Highway 441 and north of Limit Avenue, Tax Parcel Identification Number 20-19-27-0003-000-06000 (Alt. Key 3884342) as depicted and graphically illustrated on **Exhibit “B”** (Future Land Use Map II-2a) with said Property being more particularly described in **Exhibit “C”** (Office), **Exhibit “D”** (Commercial), and **Exhibit “E”** (Conservation).

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; and as amended by City of Mount Dora Ordinance No. 2021-21, on November 16, 2021, is hereby further amended to include the Future Land Use assignments 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 adopted as of the date hereof; however, shall not become effective until after the adoption of City of Mount Dora Ordinance 2022-04 and pursuant to Florida Statutes, Section 163.3187, which states that 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 or after the adoption of City of Mount Dora Ordinance 2022-04, whichever is later.

SINGLE AND FINAL READING: March 1, 2022

PASSED AND ADOPTED this 1st day of March, 2022.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

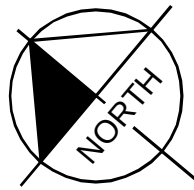
ATTEST:

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 Map



F.A.R. SUMMARY						
USE	SITE DEVELOPABLE AREA (LESS WETLANDS)		ALLOWABLE		PROPOSED	
	AC.	SQ.FT.	F.A.R.	SQ.FT.	F.A.R.	SQ.FT.
COMMERCIAL	2.459	107,101	0.350	37,485		
OFFICE	2.014	87,748	1.000	87,748		
PD TOTAL	4.473	194,849	0.643	125,233	0.636	123,925

Property Depiction

EXHIBIT “B”
Future Land Use Map Amendment
Future Land Use Map II-2a

City of Mount Dora Future Land Use Map

Planning Time Frame: 2045

LEGEND:

- Mixed Use Traditional (MU-1)
- Mixed Use Downtown (MU-2)
- Employment Center
- Residential Professional/Office
- Low Density Residential (2.5 DU/AC or Less)
- Low/Medium Density Residential (4 DU/AC or Less)
- Medium Density Residential (6 DU/AC or Less)
- High Density Residential (18 DU/AC or Less)
- Industrial
- Commercial
- Office
- Recreation
- Public Lands/Institutions
- Conservation
- Water Bodies/Lakes

Features

- City Limits
- JPA
- Rail Road

FLUM Amendment Project Name: Mount Dora Self Storage
Robert L. Simpson (6.92 Acres)

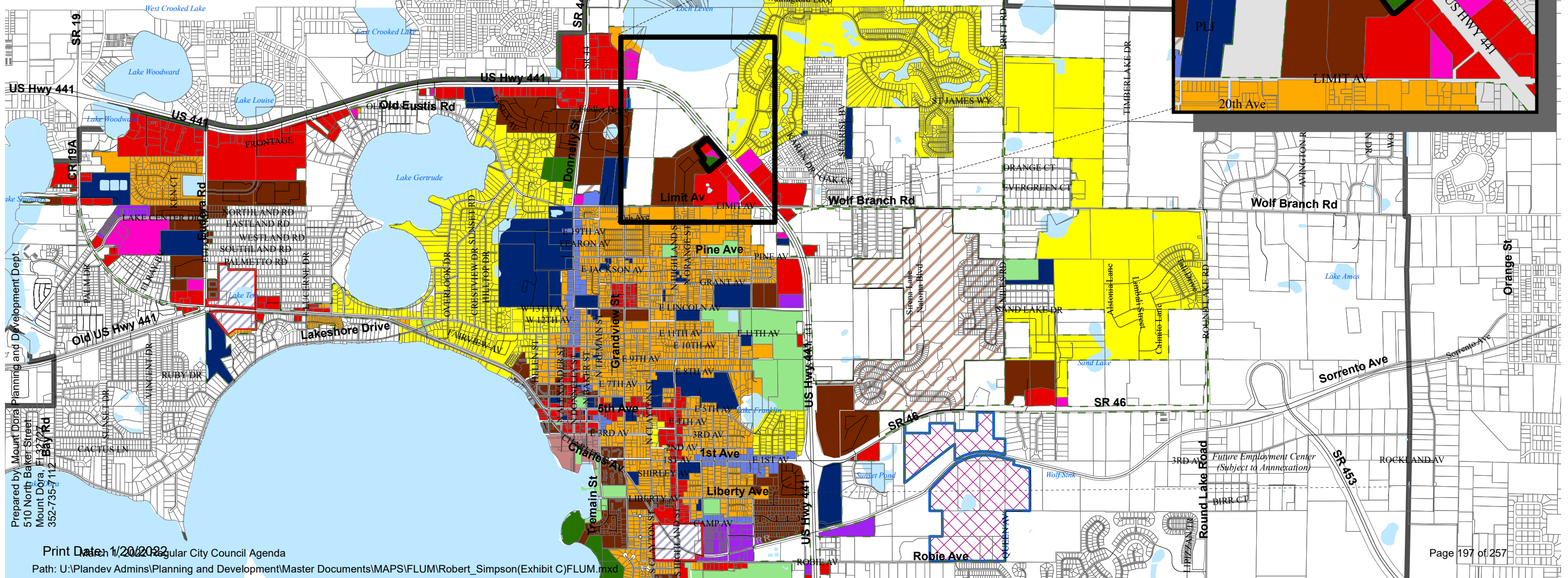
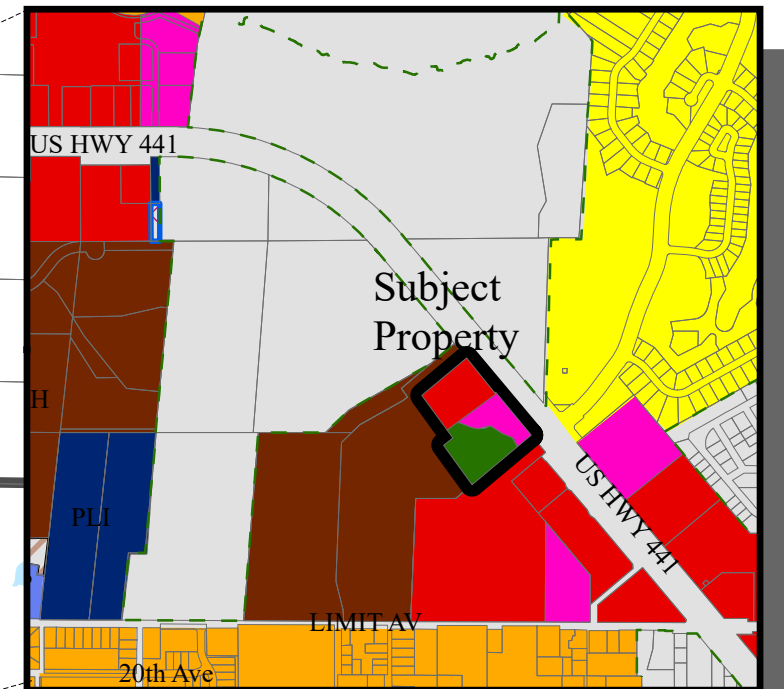
Exhibit " " Ordinance No. 2022-05



Map II-2a

Small-Scale FLUM Amendment

0 1,200 2,400 Feet



Prepared by: Mount Dora Planning and Development Dept.
510 North Baker Street
Mount Dora, FL 32727
352-735-7112

EXHIBIT “C”
Office Legal Description

BRISTOL LAKES ROAD (OFFICE PARCEL)

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'40" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'34" E ALONG SAID LINE FOR A DISTANCE OF 850.26 FEET; THENCE S 89°43'40" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 FOR A DISTANCE OF 268.73 FEET; THENCE N 50°01'33" E FOR A DISTANCE OF 553.33 FEET FOR A POINT OF BEGINNING; THENCE N 32°42'05" W FOR A DISTANCE OF 83.47 FEET; THENCE S 82°34'26" W FOR A DISTANCE OF 59.42 FEET; THENCE N 64°16'18" W FOR A DISTANCE OF 66.92 FEET; THENCE N 60°58'05" W FOR A DISTANCE OF 64.70 FEET; THENCE S 47°14'57" W FOR A DISTANCE OF 33.03 FEET; THENCE S 80°13'10" W FOR A DISTANCE OF 49.13 FEET; THENCE N 82°26'20" W FOR A DISTANCE OF 38.29 FEET; THENCE N 71°31'32" W FOR A DISTANCE OF 60.51 FEET; THENCE S 73°27'42" W FOR A DISTANCE OF 88.89 FEET; THENCE N 35°44'40" W FOR A DISTANCE OF 29.71 FEET; THENCE N 50°00'36" E FOR A DISTANCE OF 406.90 FEET; THENCE S 40°01'44" E FOR A DISTANCE OF 404.17 FEET; THENCE S 50°01'33" W FOR A DISTANCE OF 104.72 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 2.014 ACRES MORE OR LESS.

Prepared by:
Upham, Inc.
265 Kenilworth Avenue
Ormond Beach, FL 32174
January 25, 2022

EXHIBIT “D”
Commercial Legal Description

BRISTOL LAKES ROAD (COMMERCIAL PARCEL)

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'40" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'34" E ALONG SAID LINE FOR A DISTANCE OF 850.26 FEET; THENCE S 89°43'40" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 FOR A DISTANCE OF 268.73 FEET; THENCE N 50°01'33" E FOR A DISTANCE OF 142.09 FEET; THENCE N 35°45'55" W FOR A DISTANCE OF 328.80 FEET; THENCE N 54°15'20" E FOR A DISTANCE OF 78.70 FEET; THENCE N 35°44'40" W FOR A DISTANCE OF 82.17 FEET FOR A POINT OF BEGINNING; THENCE N 35°44'40" W FOR A DISTANCE OF 270.67 FEET; THENCE N 50°00'36" E FOR A DISTANCE OF 386.67 FEET; THENCE S 40°01'44" E FOR A DISTANCE OF 269.92 FEET; THENCE S 50°00'36" W FOR A DISTANCE OF 406.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 2.459 ACRES MORE OR LESS.

Prepared by:
Upham, Inc.
265 Kenilworth Avenue
Ormond Beach, FL 32174
January 25, 2022

EXHIBIT “E”
Conservation Legal Description

BRISTOL LAKES ROAD (WETLAND CONSERVATION PARCEL)

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'40" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'34" E ALONG SAID LINE FOR A DISTANCE OF 850.26 FEET; THENCE S 89°43'40" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 FOR A DISTANCE OF 268.73 FEET; THENCE N 50°01'33" E FOR A DISTANCE OF 142.09 FEET FOR A POINT OF BEGINNING; THENCE N 35°45'55" W FOR A DISTANCE OF 328.80 FEET; THENCE N 54°15'20" E FOR A DISTANCE OF 78.70 FEET; THENCE N 35°44'40" W FOR A DISTANCE OF 52.47 FEET; THENCE N 73°27'42" E FOR A DISTANCE OF 88.89 FEET; THENCE S 71°31'32" E FOR A DISTANCE OF 60.51 FEET; THENCE S 82°26'20" E FOR A DISTANCE OF 38.29 FEET; THENCE N 80°13'10" E FOR A DISTANCE OF 49.13 FEET; THENCE N 47°14'57" E FOR A DISTANCE OF 33.03 FEET; THENCE S 60°58'05" E FOR A DISTANCE OF 64.70 FEET; THENCE S 64°16'18" E FOR A DISTANCE OF 66.92 FEET; THENCE N 82°34'26" E FOR A DISTANCE OF 59.42 FEET; THENCE S 32°42'05" E FOR A DISTANCE OF 83.47 FEET; THENCE S 50°01'33" W FOR A DISTANCE OF 411.24 FEET TO THE POINT BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 2.489 ACRES MORE OR LESS.

Prepared by:
Upham, Inc.
265 Kenilworth Avenue
Ormond Beach, FL 32174
January 25, 2022



CITY OF MOUNT DORA

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

DATE: March 1, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of First Reading of Ordinance No. 2022-06, Change in Zoning for Mount Dora Self Storage Final PUD

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2022-06 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 of the PZC meeting Dated 2-16-2022). The advertisements for the public hearing are provided in Attachment #2. The applicant is requesting to change the zoning from County Neighborhood Commercial to Planned Unit Development (PUD) associated with annexation. The applicant is requesting a Final PUD of approximately 6.96 acres located on the south side of US Highway 441 and directly east of Bristol Lakes Road.

The request for a PUD is for a self-storage business that will also contain retail shops for lease and an office. The proposed master plan shows the larger building along US Highway 441 with a primary facade that will appear as an office building. The two buildings that will contain outdoor storage will be shielded by the primary building on the site.. The applicant has submitted annexation and future land use amendment applications to run concurrently with the rezoning application.

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 February 16, 2022, recommended approval (Vote 4-0. One member abstained due to specific benefit as the architect of record. Two members were absent) of the change in zoning. The members that were present also discussed the project to ensure the main building fronting US Highway 441 included enhanced architectural features and proper landscape buffering materials for visual screening of the open-covered storage areas, per the City's Land Development Code and as conditioned within the Final PUD Master Plan.

The Development Review Committee (DRC) on October 16, 2022, recommended approval with conditions of the change in zoning for the Mount Dora Self Storage Final PUD.

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. 2022-06 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 PZC Rezoning Summary Report (ADA)
2. Attachment 2 Legal Ad Publications (ADA)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 2/22/2022

Approved - 2/24/2022

Final Approval - 2/24/2022



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

DUE: February 16, 2022

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

RE: Request for Final PUD Master Plan; Mount Dora Self-Storage (Project Name); 6.96 +/- (Site Area); located on the southeast corner of US Highway 441 and Bristol Lakes Road (Location); 19630 US HWY 441 (Site Address); Simpson Family Partnership, LTD (Owner); The Huber Group, LLC (Applicant); Kimley-Horn and Associates, Inc (Engineer); Project No. PUD22-01FNL

Recommendation:

Staff recommends approval of the above-referenced for the Mount Dora Self Storage Final PUD Master Plan. 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:

Existing Use:	Vacant Land
Proposed Use:	Self-Storage, Retail, and Office
Future Land Use:	County Regional Office
Proposed FLUM:	2.459 Acres Commercial (FAR Max. 0.35) 2.014 Acres Office (FAR Max. 1.00) 2.489 Acres Conservation
Current Zoning:	County Neighborhood Commercial (C-1)
Proposed Zoning:	City Planned Unit Development (PUD)
Total Site Area:	4.46 Acres Developable Lands 2.50 Acres Wetland / Conservation Area (to remain) 6.96 Acres TOTAL
Proposed Building Height:	42 feet (65 feet building height allowed)
Proposed Building Size:	102,000 sf (3-stores) Main Building Facing US 441 8,125 sf Covered Storage Building 1 13,800 sf Cover Storage Building 2 123,925 sf TOTAL

Note: Main Building includes 3,000 sf office/retail (3 spaces)

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County/City	Comm/Low Den Res	C-1/PUD	Orange Groves/ Country Club
South	City	High Den Res	R-3	Bristol Lakes
East	City	Commercial	C-3	Seven Waters/ Hampton Inn Hotel
West	County	Regional Office	Ag	Orange Groves

The applicant is requesting to change the zoning from County Neighborhood Commercial to Planned Unit Development (PUD) associated with annexation. The applicant is requesting a Final PUD of approximately 6.96 acres located south side of US Highway 441 and directly east of Bristol Lakes Road. The request for a PUD is for a self-storage business that will also contain retail shops for lease and an office. The proposed master plan shows the larger building along US Highway 441 with a primary facade that will appear as an office building. The two buildings that will contain outdoor storage will be shielded by the primary building on the site.

The applicant has provided a traffic exemption request. They have indicated the self-storage does not trigger the same vehicle trips for a self-storage use and the retail and office tenants spaces are minimal. As of printing of this staff report, the City's traffic engineer is reviewing this request. Determination for traffic impacts to be conditioned and provided prior to submittal of the site plan.

There will be two forms of ingress/egress to the development site. One will be from Bristol Lakes Road and the other will be directly west of Seven Waters and the Hampton Inn Hotel. A frontage road will be provided and a cross access agreement will be required. There will be no direct access onto or from US Highway 441. The Master Plan shows two proposed stormwater ponds for onsite stormwater retention.

The project area includes an existing 2.50 acre wetland system. The wetlands located on the project PUD site will remain and the applicant is proposing to designate the future land use for the wetland area as "Conservation". This is heavily wooded site, and during the site plan stage the application will be required to provide a tree removal and replacement mitigation plan.

The PUD application is subject to annexation and change in Future Land Use from County Regional Office to City Residential Commercial, Office, and Conservation. The FLUM amendment is being processed in concert with the PUD petition.

The PUD Master Plan included concept building elevations. There are subject to Section 6.13.- Commercial architectural and site design requirements of the City's Land development Code. Exterior color scheme is restricted to earth-tone only.

Note: Support documents on file with Planning and Development: Department.

Notifications:

JPA Notice to Lake County: January 5, 2022

Attachments:

Vicinity Map

Composite Zoning (City & County) Map

Proposed Elevations

Final PUD Master Plan ([Included in Exhibit "B" of Final PUD Ordinance No. 2022-06 to avoid duplication](#))

Traffic Exemption

Application

Vicinity Map

Legend

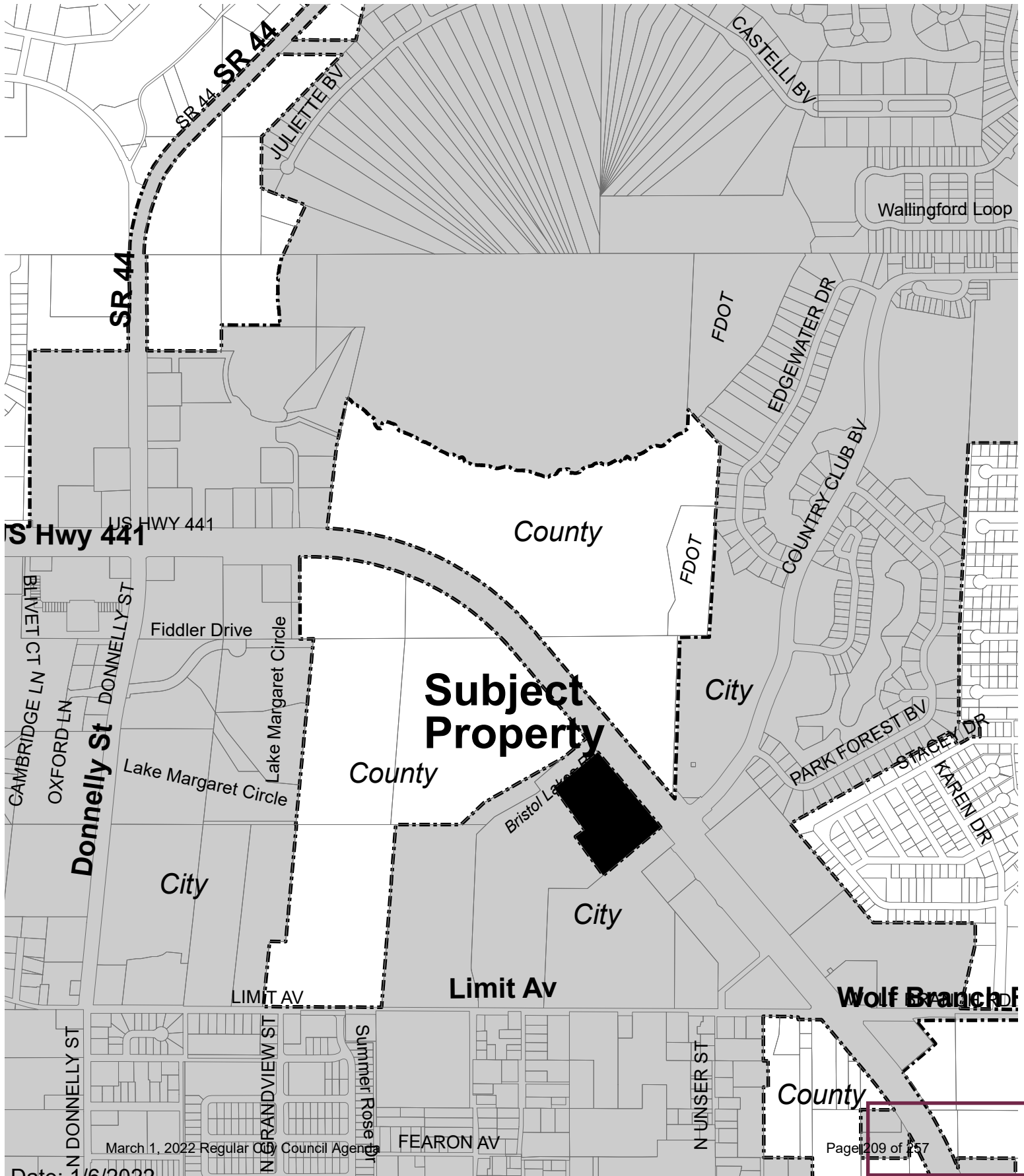
 Subject Property

 City Limits

N

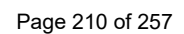


N.T.S.



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RENDERING MOUNT DORA SELF STROAGE



1-3-2022

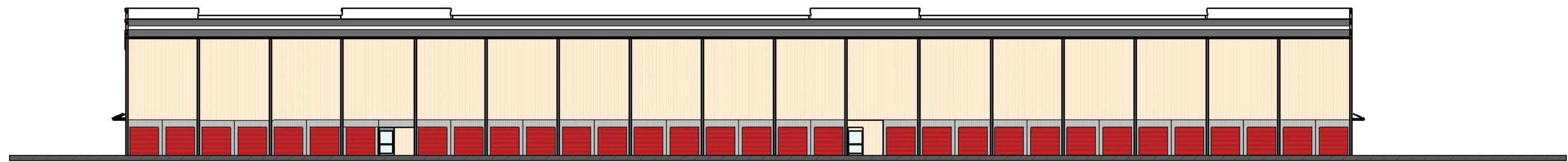
March 1, 2022 Regular City Council Agenda

Page 211 of 257

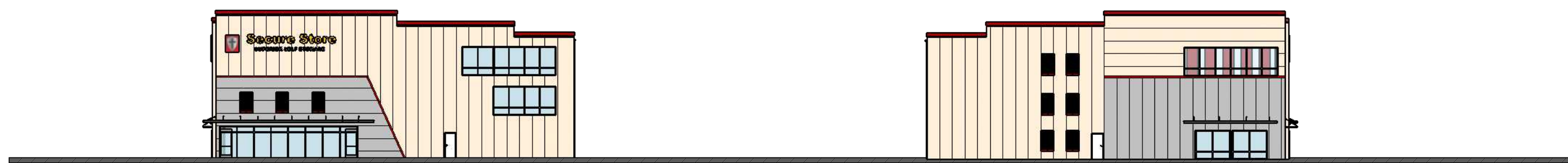
BUILDING ELEVATION DESIGN



EAST ELEVATION
Windows/Shutters Actual 40% (Required 40%)



WEST ELEVATION



NORTH ELEVATION
Windows/Shutters Actual 37% (Required 25%)

SOUTH ELEVATION
Windows/Shutters Actual 12.5%

BUILDING PERSPECTIVE DESIGN

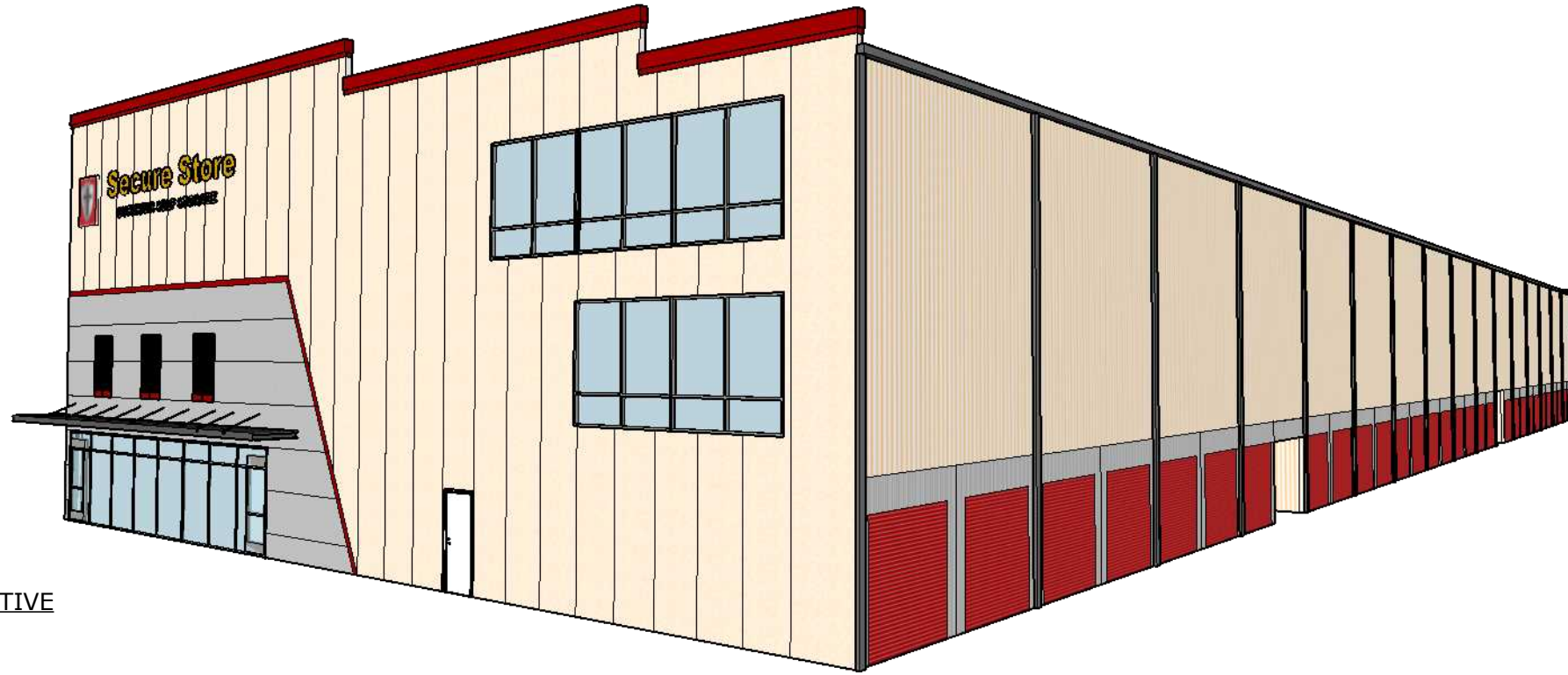


NORTHEAST PERSPECTIVE

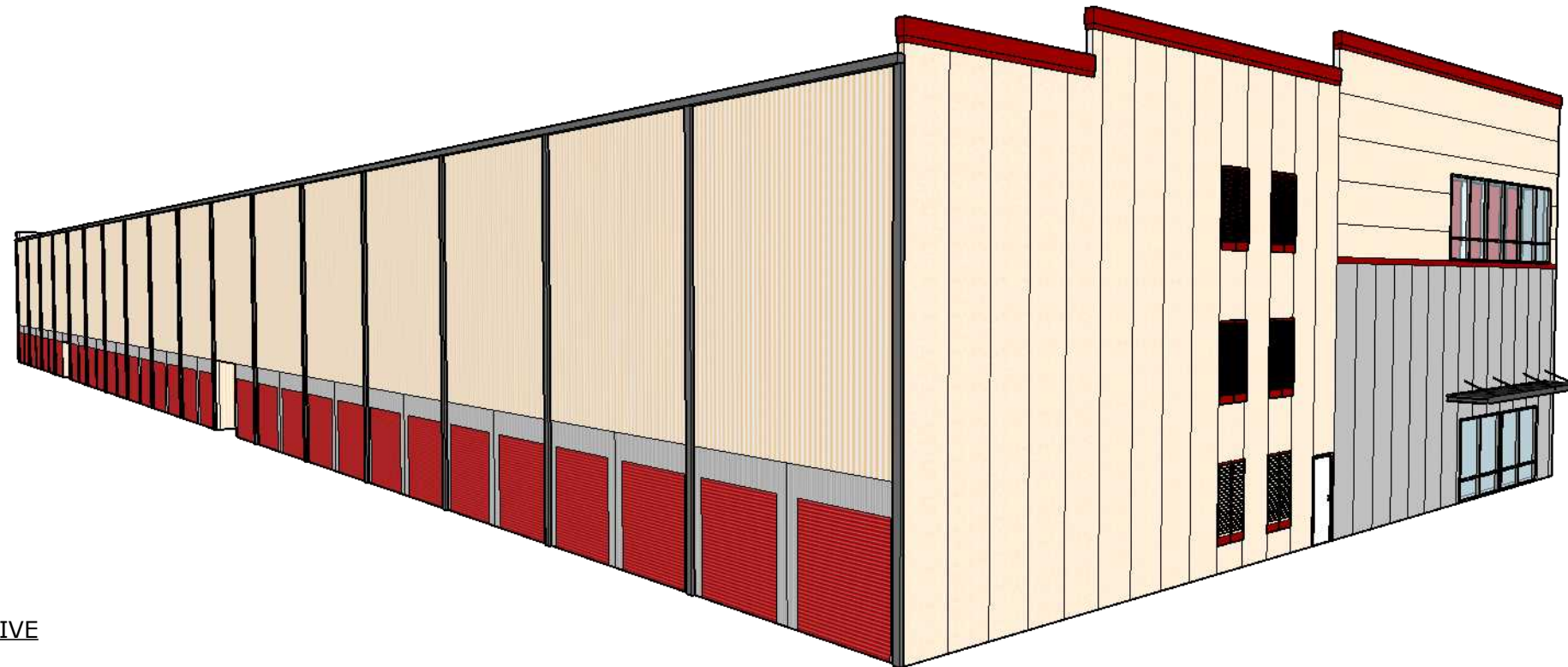


SOUTHEAST PERSPECTIVE

BUILDING PERSPECTIVE DESIGN



NORTHWEST PERSPECTIVE



SOUTHWEST PERSPECTIVE

BUILDING PERSPECTIVE DESIGN



ROOFING PERSPECTIVE





Architects
Environmental
M/E/P
Surveyors

Engineers
Landscape Architects
Planners
Transportation/Traffic

5601 Mariner Street
Suite 105
Tampa, FL 33609
Phone: 813.288.0233
Fax: 813.288.0433

Memo

Date: February 4, 2022
To: Vince Sandersfeld
Organization: City of Mount Dora
From: Sandra Gorman, PE
Re: Revised Request for Exemption – Mt. Dora Self Storage
Kimley Horn

As requested, CPH has reviewed the revised Request for Exemption for the Mt Dora Self Service project dated January 31, 2022 and acknowledge that all comments have been adequately addressed. No further traffic analysis or review is required as it relates to the requested exemption.

If you have any questions concerning the review, or would like to discuss these items in more detail, please do not hesitate to contact me.

MEMORANDUM

To: Vince Sandersfeld
Planning Director, City of Mt. Dora

From: Vincent Spahr, P.E.
Kimley-Horn and Associates, Inc.

Date: January 31, 2022

Subject: Request for Exemption
Mt. Dora Self Storage

Purpose

This Request for Exemption Letter is provided in support of development plan approval for a proposed self storage facility on the west side of U.S. 441 between Bristol Lakes Road and Country Club Boulevard in Mt. Dora. Exemption from the Traffic Impact Study (TIS) is requested because the project is anticipated to qualify as a Tier 1 development, generating fewer than 25 PM peak hour trips.

Project Description

The proposed self storage facility will be comprised of approximately 124,000 square feet of self storage units with a small allotment for office space to operate the facility. Access to the development is proposed via a connection to the north with Bristol Lakes Road and a connection to the south with Country Club Boulevard.

Site Location/Site Plan

The proposed self storage facility will be located on the west side of U.S. 441 between Bristol Lakes Road and Country Club Boulevard in Mt. Dora. The conceptual site plan for the development is provided as an attachment.

Trip Generation

The anticipated trip generation potential for the proposed development is calculated in accordance with the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. Land Use Code 151 (Mini-Warehouse) was utilized. On a typical weekday, the trip generation potential of the proposed development is approximately 180 daily trips, 11 AM peak hour trips (6 entering, 5 exiting), and 19 PM peak hour trips (9 entering, 10 exiting). Relevant excerpts from the ITE *Trip Generation Manual, 11th Edition* are provided as an attachment.

Area of Influence/Study Area

Based on Appendix A of the City of Mount Dora TIS Guidelines document, the total trip length for Land Use Code 151 (Mini-Warehouse) is 4.87 miles. The area of influence includes roadway segments within half the total trip length (2.44 miles) of the proposed development.

The following roadway segments are listed in the Lake County Congestion Management Process (CMP) Database within 2.44 miles of the proposed development:

- U.S. 441/S.R. 500 – S.R. 19 to Orange C/L
- S.R. 44 – U.S. 441 to Orange Ave
- S.R. 46 – U.S. 441 to Vista View
- C.R. 46 (Sanford Rd) – Highland St to U.S. 441
- Highland St – Limit Ave to 5th Ave
- Abrams Rd – SR 44 to Waycross Ave
- Britt Rd – Horse Ranch Rd to Wolf Branch Rd
- N Donnelly St – 5th Ave to U.S. 441
- Old Eustis Rd – Morningside Dr to N Donnelly St
- Limit Ave – N Donnelly St to U.S. 441
- Wolf Branch Rd – U.S. 441 to C.R. 437
- E Crooked Lake Rd – U.S. 441 to Broadview Ave
- Morningside Dr – U.S. 441 to C.R. 500A
- Old Mount Dora Rd – Eudora Rd to U.S. 441
- Orange Ave – Hasselton St to Abrams Rd
- Waycross Ave – Country Club Rd to S.R. 44

The area of influence is illustrated in the attached Figure 1. Project trips are not anticipated to impact all of the CMP roadways within the area of influence, since the daily and PM peak hour trip generation potential of the proposed self storage facility is expected to have *de minimis* impact, well under 1% of the service capacity of U.S. 441 (41,790 vehicles/day and 2,100 directional vehicles/hour in the PM peak), which it accesses via Bristol Lakes Road and Country Club Drive.

Trip Distribution/Assignment

The attached Figure 2 illustrates the trip distribution and the PM peak hour trip assignment on the study segments nearest the project site. Distribution of project trips is assumed based on existing traffic volumes and engineering judgment. Note that project trips are not anticipated to impact all of the CMP roadways within the area of influence.

Project Impact Calculations

Based on existing travel patterns, it is anticipated that approximately 56% of project trips will travel to and from the north/west on U.S. 441 and 44% will travel to and from the south on U.S. 441. **Table 1** summarizes the anticipated *de minimis* impacts to the immediately adjacent segment of U.S. 441. The segment capacity was obtained from the Lake Sumter MPO CMP database, which calculated service volumes based on the Florida Department of Transportation *Quality/Level of Service Handbook (2020)* with adjustments according to area and roadway characteristics.

Table 1: Project Impact Calculations

Road	From	To	Adopted LOS Standard	Daily Conditions				
				Service Volume	Existing (2020) AADT Volume	% Distribution	Project Trips	% Impact
U.S. 441	Donnelly Street/S.R. 44	Wolf Branch Road	D	41,790	25,000	56%	101	0.2%
				Peak Hour Peak Direction (PHPD) Conditions				
				Service Volume	Existing (2020) PHPD Volume	% Distribution	Project Trips	% Impact
				2,100	1,238	56%	6	0.3%

Summary and Justification for Exemption

The proposed Mt. Dora Self Storage facility is expected to generate 19 PM peak hour trips. Based on Section 4 of the City of Mt. Dora TIS Guidelines, a Request for Exemption Letter is applicable for a Tier 1 development expected to generate fewer than 25 PM peak hour trips.

The self storage facility is proposed to access U.S. 441 via Bristol Lakes Road and Country Club Boulevard. Project trips are expected to have *de minimis* impact on the CMP network roadways in the vicinity, well under the 1% service capacity of U.S. 441.

The project is anticipated to have a minimal impact on the surrounding transportation network and there is available capacity on the roadways within the area of influence. We believe that the proposed development meets all requirements for exemption from further Traffic Impact Study Requirements.

Please contact me at 352-415-1926 or vincent.spahr@kimley-horn.com if you have any questions or concerns with this analysis.

Sincerely,

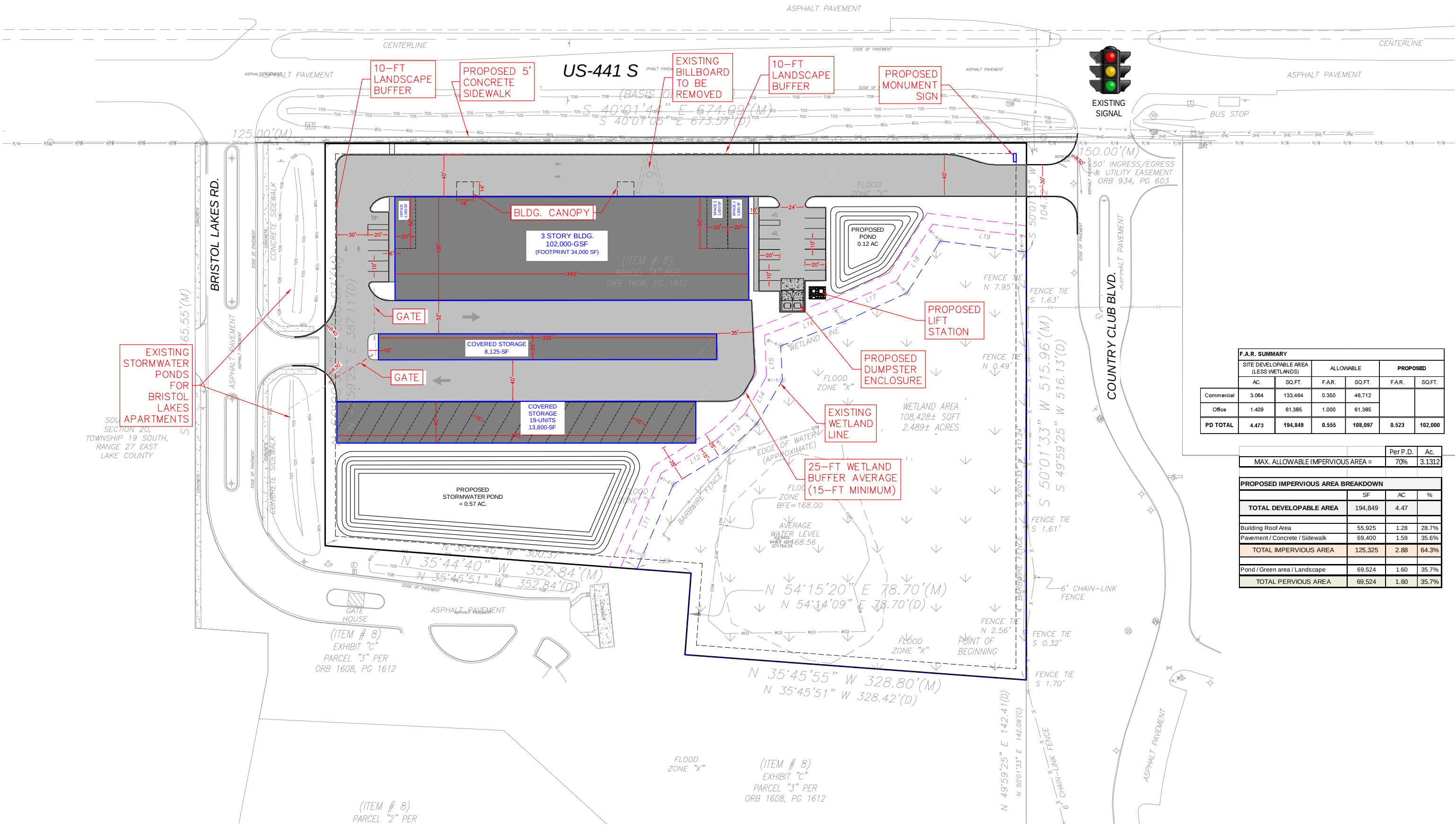


Vincent Spahr, P.E.
Kimley-Horn

Attachments: Conceptual Site Plan
Figure 1: Area of Influence
Figure 2: Trip Distribution/Assignment
Excerpts from ITE *Trip Generation Manual*, 11th Edition

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F.A.R. SUMMARY					
	SITE DEVELOPABLE AREA (LESS WETLANDS)		ALLOWABLE		PROPOSED
	AC.	SQ.FT.	F.A.R.	SQ.FT.	SQ.FT.
Commercial	3.064	133,464	0.350	46,712	
Office	1.409	61,385	1.000	61,385	
PD TOTAL	4.473	194,849	0.555	108,097	102,000

	Per P.D.	Ac.
MAX. ALLOWABLE IMPERVIOUS AREA =	70%	3.1312

PROPOSED IMPERVIOUS AREA BREAKDOWN			
	SF	AC	%
TOTAL DEVELOPABLE AREA	194,849	4.47	
Building Roof Area	55,925	1.28	28.7%
Pavement / Concrete / Sidewalk	69,400	1.59	35.6%
TOTAL IMPERVIOUS AREA	125,325	2.88	64.3%
Pond / Green area / Landscape	69,524	1.60	35.7%
TOTAL PERVIOUS AREA	69,524	1.60	35.7%

SELF STORAGE

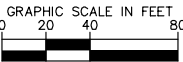
MT. DORA, LAKE COUNTY, FL
March 1, 2022 Regular City Council Agenda

PRELIMINARY SITE PLAN

11/3/2021 - CONTACT: REGAN O'LAUGHLIN, P.E. - (407) 427-1611 - REGAN.OLAUGHLIN@KIMLEY-HORN.COM

SP-5

- CONCEPT NOTES:
- THIS IS A PRELIMINARY SITE PLAN ONLY. AS SUCH, IS SUBJECT TO REGULATORY REVIEW AND PERMIT CONSIDERATION.
 - DRIVEWAY ACCESS SUBJECT TO REGULATORY REVIEW.
 - SIGNAGE NEEDS TO BE VERIFIED.
 - PARKING NEEDS TO BE VERIFIED.
 - PEDESTRIAN ACCESS NEEDS TO BE VERIFIED.
 - EXISTING UTILITIES NEED TO BE VERIFIED.



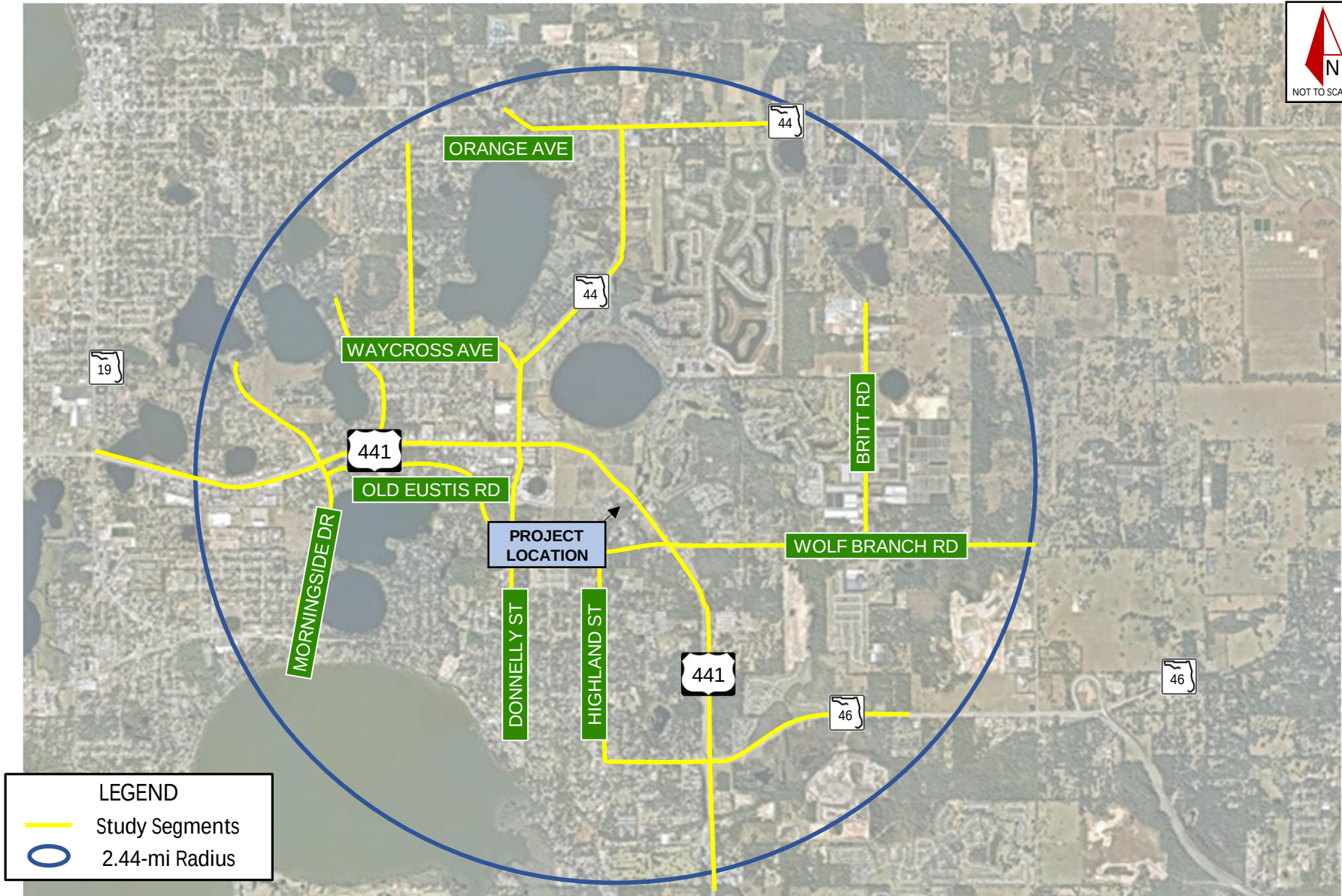


Figure 1: Area of Influence
Mt. Dora Self Storage

January 2022
Project No.: 049631002

Kimley»Horn
© 2022 Kimley-Horn and Associates, Inc.
189 S Orange Ave, Suite 1000, Orlando, FL, 32801
Phone: (407)-898-1511

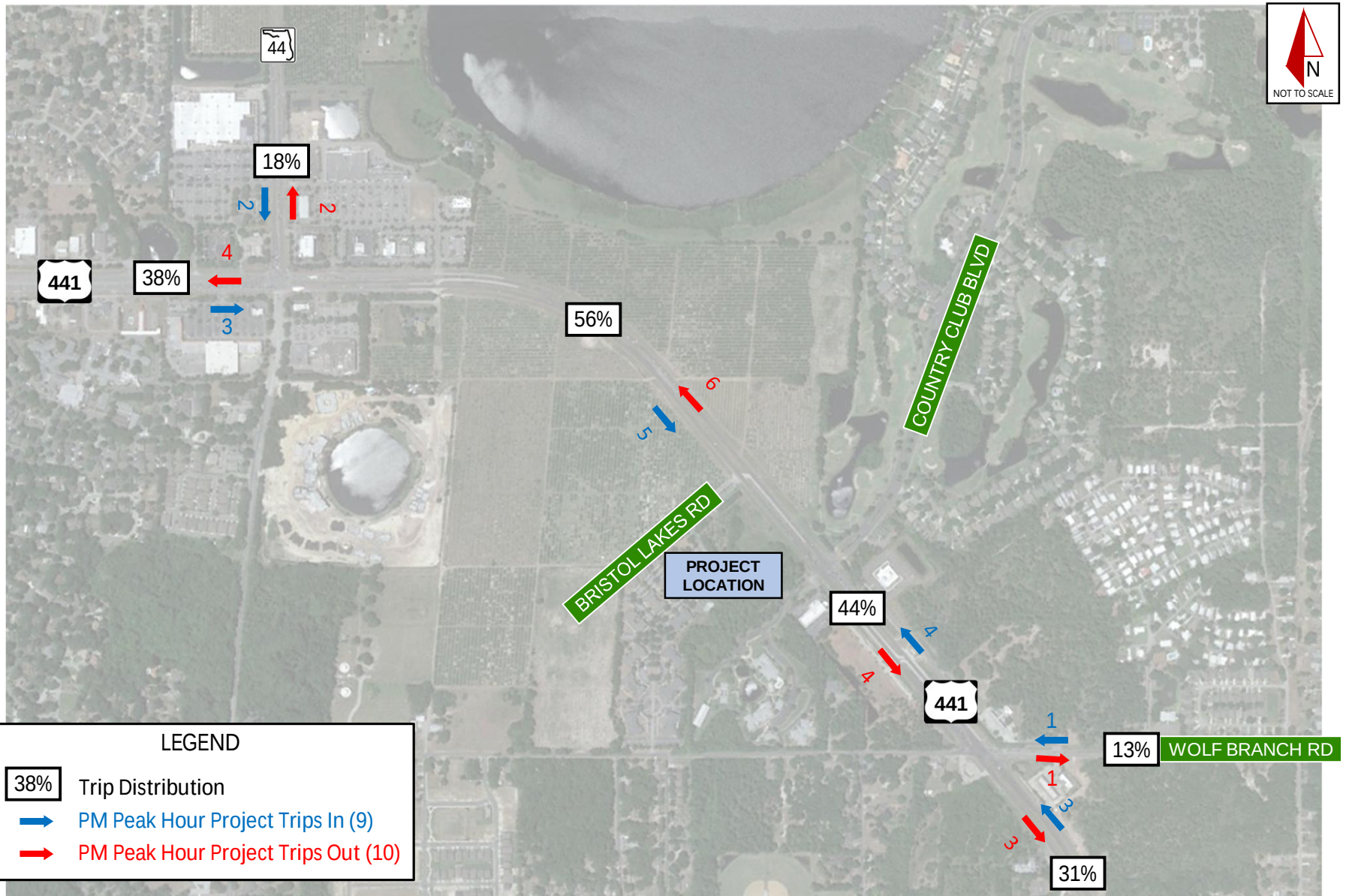


Figure 2: Trip Distribution/Assignment
Mt. Dora Self Storage

January 2022
Project No.: 049631002

Kimley»Horn
© 2022 Kimley-Horn and Associates, Inc.
189 S Orange Ave, Suite 1000, Orlando, FL, 32801
Phone: (407)-898-1511

Mini-Warehouse (151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 16

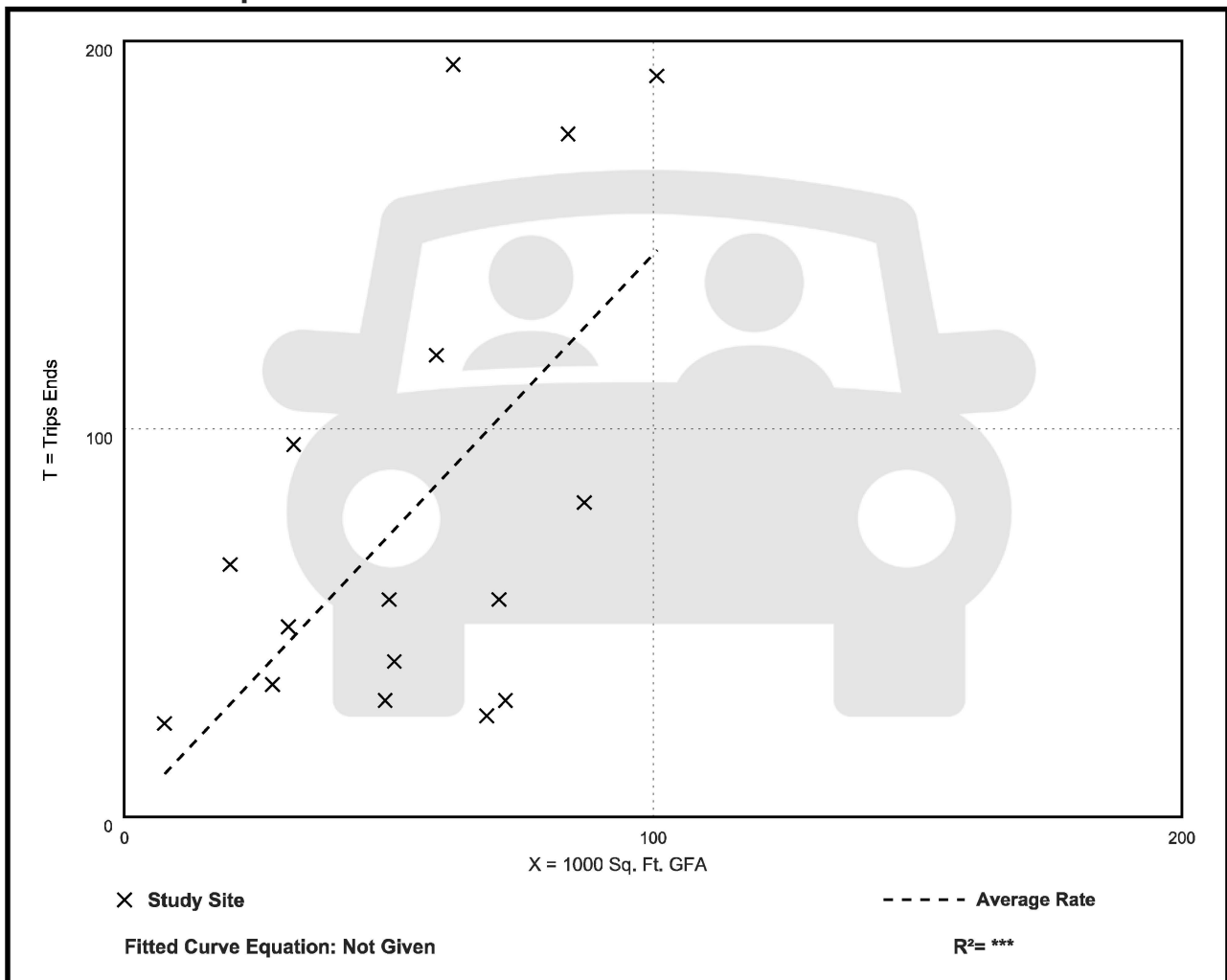
Avg. 1000 Sq. Ft. GFA: 55

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.45	0.38 - 3.25	0.92

Data Plot and Equation



Mini-Warehouse (151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 13

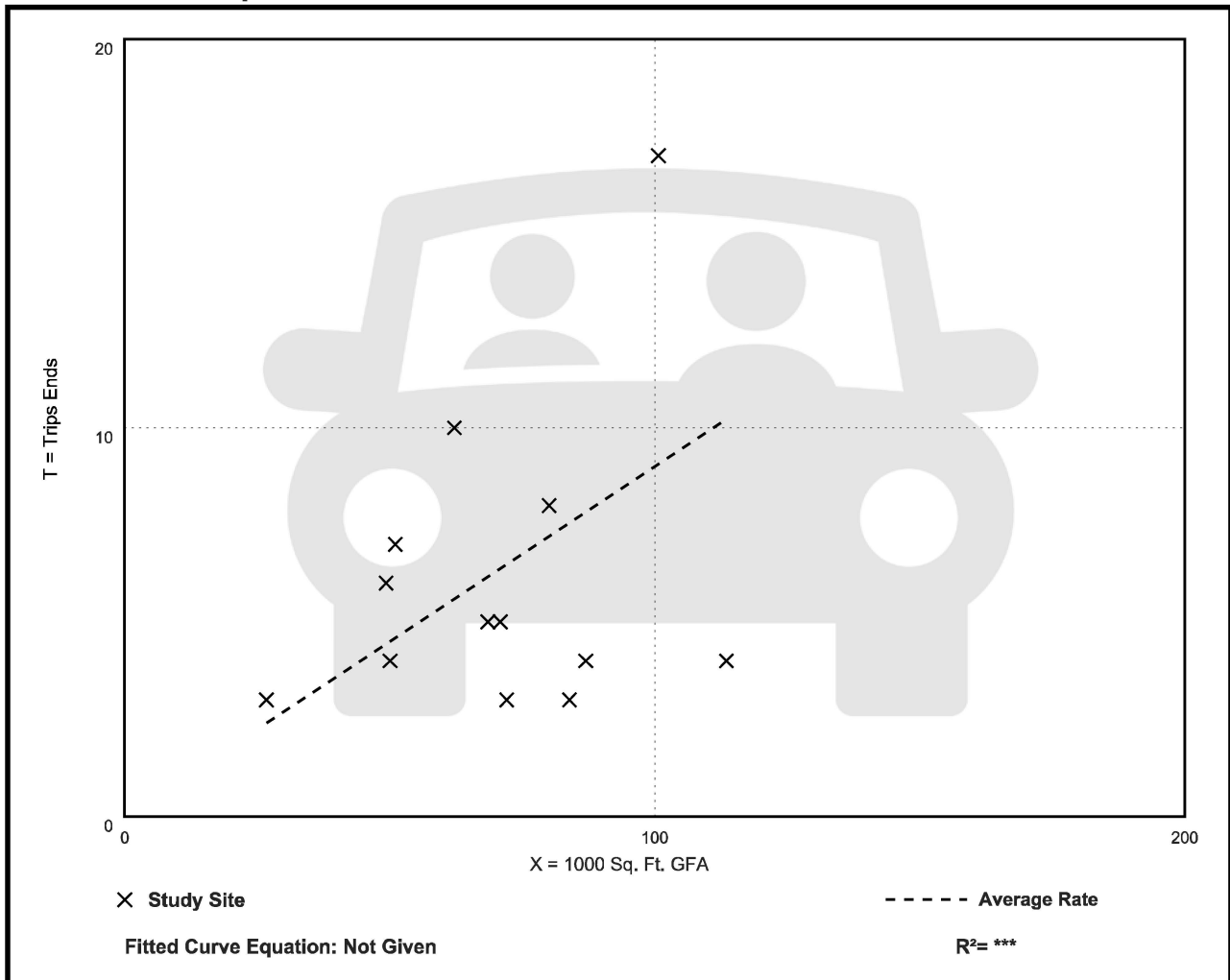
Avg. 1000 Sq. Ft. GFA: 70

Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.09	0.04 - 0.17	0.05

Data Plot and Equation



Mini-Warehouse (151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 18

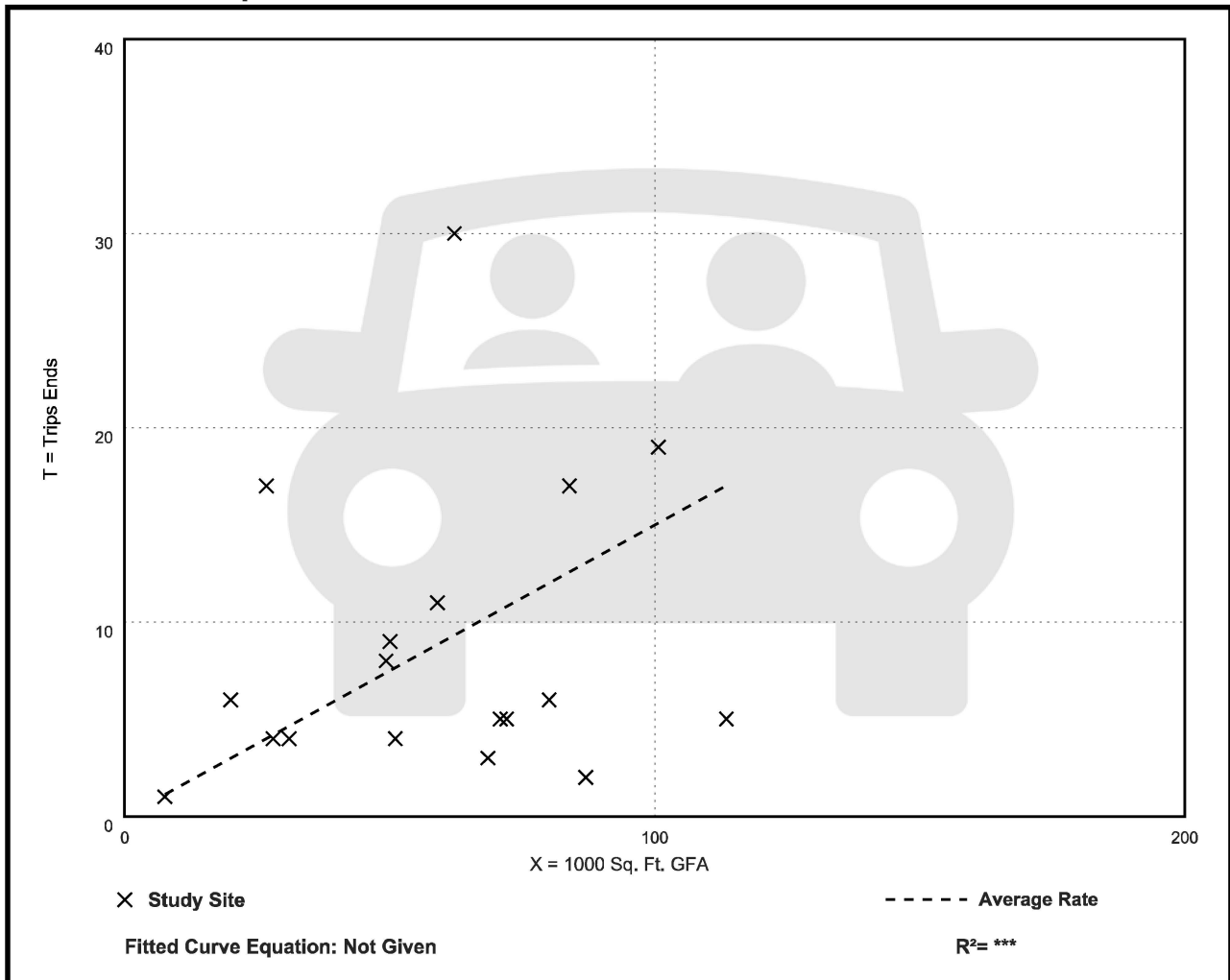
Avg. 1000 Sq. Ft. GFA: 59

Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.15	0.02 - 0.64	0.14

Data Plot and Equation





CITY OF
MOUNT
DORA

PUD22-01FNL
19630 US HWY 441

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

**FINAL PLANNED UNIT DEVELOPMENT (PUD)
APPLICATION**

Date: 12/30/21 Project Name: Mt. Dora Storage

1. Applicant's Name: Donald Huber
Company's Name: The Huber Group, LLC
Address: PO Box 730
City, State & Zip: Windermere, FL. 34786
Phone: 407-909-0600 E-mail: dhuber@cfl.rr.com

2. Property Owner's Name(s): Robert Simpson
Company's Name: Simpson Family Partnership, LTD
Address: 445 Limit Ave
City, State & Zip: Mt. Dora FL. 32757
Phone: _____ E-mail: Bob@simpson.co

3. Engineer's Name: Regan O'Laughlin
Company's Name: Kimley-Horn
Address: 189 S. Orange Ave., Suite 1000
City, State & Zip: Orlando, FL. 32801
Phone: 407-427-1611 E-mail: Regan.OLaughlin@kimley-horn.com

4. Landscape Architect: Regan O'Laughlin
Company's Name: Kimley-Horn
Address: 189 S. Orange Ave., Suite 1000
City, State & Zip: Orlando, FL. 32801
Phone: 407-427-1611 E-mail: Regan.OLaughlin@kimley-horn.com

5. The property generally located and list adjacent streets: US 441 S. and Bristol Lakes Rd
and Country Club Blvd
6. Size of property in Acres: 6.962 Square Feet: 303,277
7. Zoning District: County C-1 Future Land Use Category: County, Regional Office
8. Number of Structures and/or units to be built: 3 Buildings
9. Is the proposed use(s) permissible in requested district? Yes
10. Provide description of the proposed use: Mixed use commercial: Self-Storage,
on-site office and retail uses, wetland conservation areas
11. Provide phase breakdown and description of phases: one phase
12. State the reason for this request (attach written summary if additional space is needed):
In order to develop the property with adequate
intensity and establish development standards.
13. Has an application been filed within the last 12 months (describe, if yes)? N/A

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

12/30/2021
Date

OWNER AUTHORIZATION FORM

FOR THE MT. DORA SELF STORAGE PROJECT LOCATED AT US-441 AND BRISTOL LAKES RD, CITY OF MOUNT DORA, FL:

I/WE, SIMPSON FAMILY PARTNERSHIP LTD, AS THE LEGAL AUTHORITY OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, LAKE COUNTY PARCEL NO. 20-19-27-003-000-06000 (ALT. KEY: 3884342), DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT(S) DONALD HUBER AND/OR ALLAN BRADLEY OF HUBER GROUP, LLC, TO EXECUTE AND/OR SUBMIT ANY APPLICATIONS, PETITIONS, OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS: CITY OF MOUNT DORA ANNEXATION, CITY OF MOUNT DORA FUTURE LAND USE AMENDMENT SMALL SCALE, CITY OF MOUNT DORA PLANNED UNIT DEVELOPMENT (PUD) APPLICATION(S), AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Robert L. Simpson
Signature of Property Owner

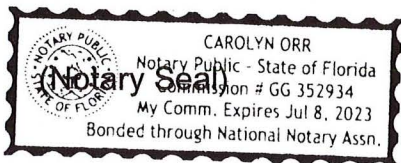
Date: 1/13/2022

Simpson Family Partnership LTD
Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this 13th day of January 2022 by Robert L. Simpson. He/she is personally known to me or has produced as identification and ~~did~~ did not take an oath.

Witness my hand and official seal in the county and state stated above on the 13th day of January 2022, in the year 2022.



[Signature]
Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: July 8, 2023

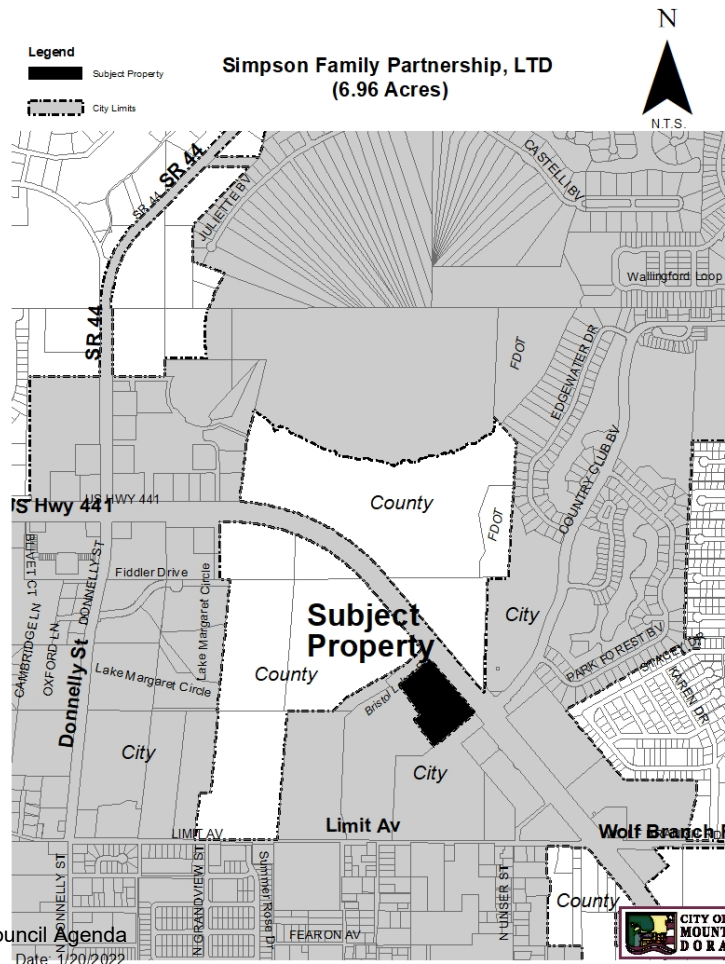
NOTICE OF ZONING CHANGE

CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes First Reading of Ordinance No. 2022-06 to rezone the lands within the area shown in the map in this advertisement. This meeting is to be held on **Tuesday, March 1, 2022 at 6:00 p.m.** or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

ORDINANCE NO: 2022-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE (MOUNT DORA SELF STORAGE); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



Interested parties may appear at the 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.

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 Date: February 18, 2022

**CITY OF MOUNT DORA, FLORIDA
NOTICE OF PUBLIC HEARING
REQUEST FOR CHANGE IN ZONING FOR THE MOUNT DORA SELF STORAGE
FINAL PLANNED UNIT DEVELOPMENT (PUD)**

NOTICE is hereby given the Planning and Zoning Commission of the City of Mount Dora, Florida will hold a public hearing on **February 16, 2022, 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 C-1 TO CITY
PLANNED UNIT DEVELOPMENT (PUD); MOUNT DORA SELF
STORAGE (PROJECT NAME); 6.96 ACRES (SITE AREA); 19630 US
HIGHWAY 441 (SITE ADDRESS); LOCATED ON THE WEST SIDE
OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE
(LOCATION); SIMPSON FAMILY PARTNERSHIP, LTD. (OWNER);
THE HUBER GROUP, LLC (APPLICANT).**

FURTHER, notice is hereby given City Council of the City of Mount Dora, Florida will hold first reading of the proposed Ordinance No. 2022-06 conducting a public hearing on **March 1, 2022, at 6:00 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: February 4, 2022

ORDINANCE NO: 2022-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE (MOUNT DORA SELF STORAGE); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Simpson Family Partnership, LTD (Property Owner) is the fee simple owner of that property generally located on the west side of US Highway 441 and north of Limit Avenue as more particularly described in **Exhibit "A"** attached hereto (Property) and Huber Group, LLC is the applicant representative (Applicant) acting on behalf of the Property Owner; and

WHEREAS, pursuant to City of Mount Dora Land Development Code, Section 3.4.5., the Property Owner/Applicant submitted a final master plan for the Property to the City for Planned Unit Development (PUD) rezoning; 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, on February 16, 2022, the City of Mount Dora Planning and Zoning Commission approved the proposed zoning district classification change and Zoning Map amendment; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to PUD, 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 Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. Zoning District Classification Change and Zoning Map Amendment.

(a) The Property is hereby rezoned from County C-1 to City PUD, subject to the conditions set forth herein.

(b) The official Zoning Map of the City of Mount Dora shall be amended to reflect the rezoning on the Property from County C-1 to City PUD.

(c) The Property as rezoned shall be subject to all conditions set forth in the City's Land Development Code, except for the conditions, zoning performance standards, site designs standards, permitted uses and other components described or graphically depicted on the final development plan for Mount Dora Self Storage attached hereto as **Exhibit "B"**, which shall be the controlling master plan for the Property.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the rezoning of the Property from C-1 to City PUD, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. Non-Codification and Scrivener's Errors. The provisions of this Ordinance shall not be codified in the, City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

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

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

SECTION 8. Effective Date. This Ordinance shall take effect immediately upon adoption; however, shall become effective only after City of Mount Dora Ordinance 2022-05, adopting a small-scale comprehensive plan amendment to change the land use designation on the Property to Office and Commercial, becomes effective.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____ 2022.

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 Legal Description

Exhibit "A"

Parcel Number 20-19-27-0003-000-06000

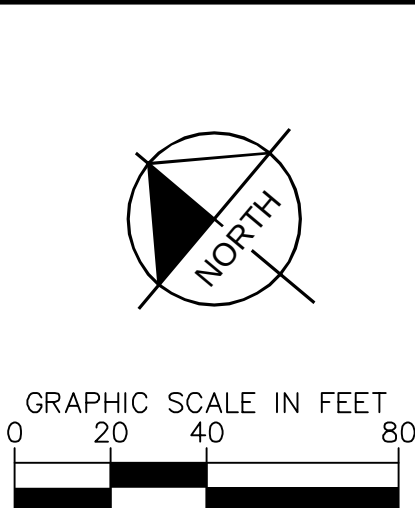
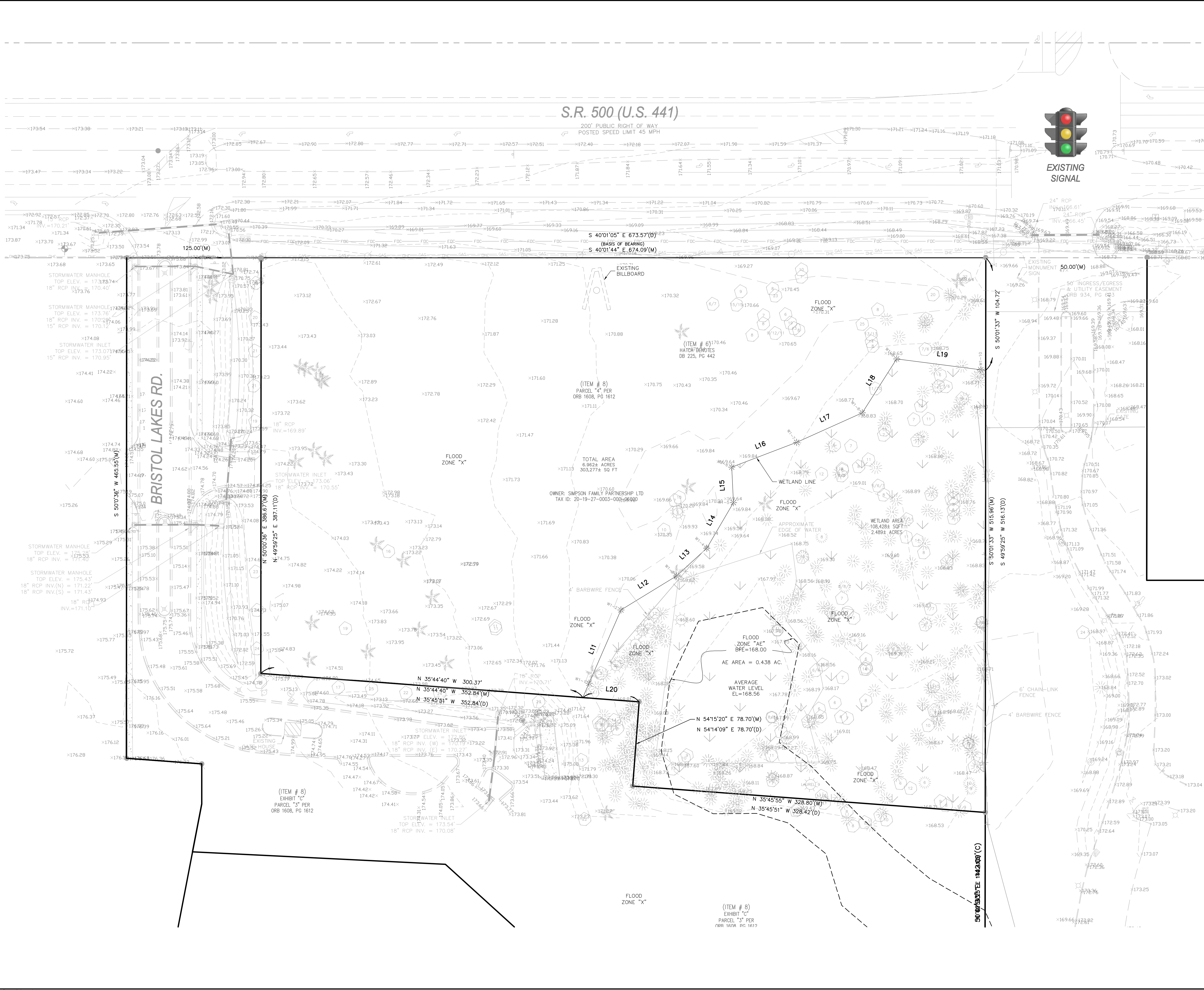
THAT PART OF THE SOUTH 1/2 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; RUN THENCE N 89°43'35" W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 178.61 FEET TO A LINE, SAID LINE BEING 178.50 FEET FROM AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE N 02°18'40" E ALONG SAID LINE, 850.00 FEET; THENCE S 89°43'35" E, PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 A DISTANCE OF 268.59 FEET; THENCE N 49°59'25" E, 142.41 FEET TO THE POINT OF BEGINNING; THENCE N 35°45'51" W, 328.42 FEET; THENCE N 54°14'09" E, 78.70 FEET; THENCE N 35°45'51" W, 352.84 FEET; THENCE N 49°59'25" E, 387.11 FEET TO THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 441; THENCE S 40°01'05" E, 673.57 FEET ALONG SAID RIGHT-OF-WAY TO A POINT THAT LIES N 49°59'25" E OF THE POINT OF BEGINNING; THENCE S 49°59'25" W, 516.13 FEET TO THE POINT OF BEGINNING.

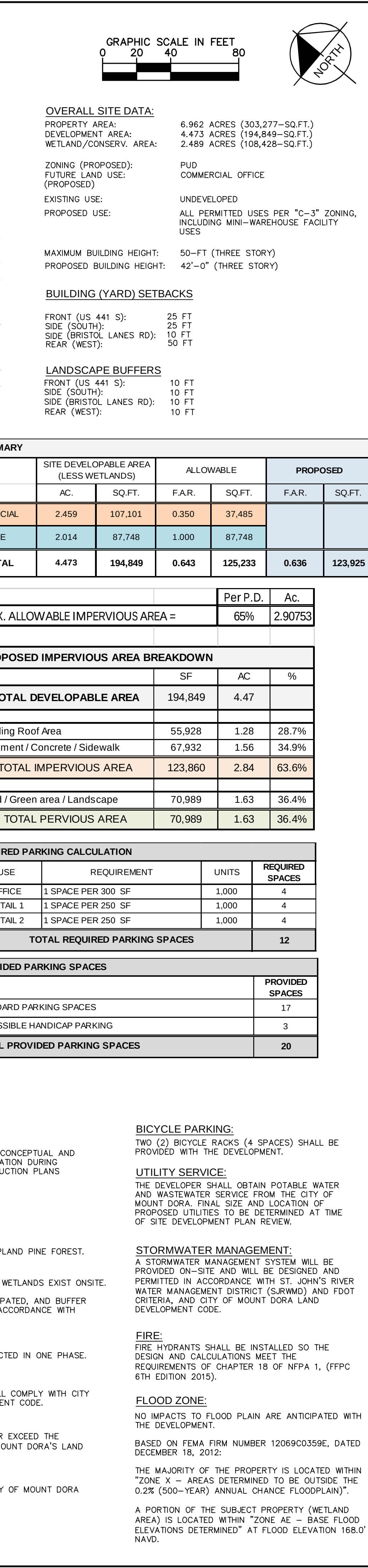
ALL THE ABOVE CONTAINING 6.96 ACRES, MORE OR LESS.

EXHIBIT “B”

Final Planned Unit Development for Mount Dora Self Storage



SHEET NUMBER DP1.0		CITY OF MOUNT DORA FLORIDA		EXISTING CONDITIONS		KHA PROJECT 049631002		LICENCED PROFESSIONAL DATE 1-24-2022		REGAN O'LAUGHLIN, P.E. FLORIDA LICENSE NUMBER 68432		Kimley»Horn		© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 189 S ORANGE AVE. SUITE 1000, ORLANDO, FL 32801 PHONE: 407-898-1511 WWW.KIMLEY-HORN.COM CA 0000696		REVISIONS		No.		DATE		BY	
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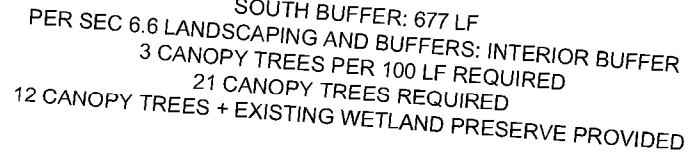


PROVIDED PARKING SPACES	
	PROVIDED SPACES
STANDARD PARKING SPACES	17
ACCESSIBLE HANDICAP PARKING	3
TOTAL PROVIDED PARKING SPACES	20

SCHOOL AGE CHILDREN:
NOT APPLICABLE

A PORTION OF THE SUBJECT PROPERTY (WETLAND AREA) IS LOCATED WITHIN "ZONE AE - BASE FLOOD ELEVATIONS DETERMINED" AT FLOOD ELEVATION 1 NAVD.

[illegible]



MT. DORA LOCH LEVEN LANDING PUD LANDSCAPE CODE REQUIREMENTS

BUILDING FOUNDATION - SEC. 6.13.4 (2)			
100 SF OF LANDSCAPE PER 1,000 SF OF BUILDING			
34,000 SF BUILDING / 1,000 = 34 X 100 SF	3,400 SF LANDSCAPE AREA	3,440 SF PROVIDED	

EAST BUFFER: 516 LF
PER SEC 6.8 LANDSCAPING AND BUFFERS: INTERIOR BUFFER
3 CANOPY TREES PER 100 LF REQUIRED
16 CANOPY TREES REQUIRED
EXISTING WETLAND PRESERVE PROVIDED

1. ALL LANDSCAPE SHALL COMPLY WITH JURISDICTIONAL LANDSCAPE CODE.
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
6. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
11. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
12. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR THE WARRANTY PERIOD. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.
16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.
17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).
18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.

<u>SHADE TREE</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>CAL</u>	<u>SIZE</u>
	BS	24	BUFFER SHADE TREE SINGLE LEADER, STRAIGHT, FL #1, 6" CLEAR TRUNK MINIMUM	BUFFER SHADE TREE	FG	3" CAL MIN	10' HT., 4" SP
	BU	55	BUFFER UNDERSTORY TREE MULTI TRUNK, 4 TRUNK MIN., FULL, FL #1,	BUFFER UNDERSTORY TREE	FG	4" CAL TOT.	10' HT., 4" SP
	VS	3	VUA SHADE TREE SINGLE LEADER, STRAIGHT, FL #1, 6" CT MIN.	VUA SHADE TREE	FG	3" CAL MIN	10' HT., 4" SP
<u>SHRUBS</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>SPACING</u>	<u>SIZE</u>
	SS	223	BUFFER SHRUB FULL	BUFFER SHRUB	7 GAL	36" OC	36" HT MIN
<u>SHRUB AREAS</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>SIZE</u>	<u>SPACING</u>
	BG	1,973 SF	SHRUBS AND GROUNDCOVER FULL, FL #1 PLANT MATERIAL, CURVILINEAR GROUNDCOVER	BUFFER LANDSCAPE	3 GAL	18" FULL	30" OC
	BL	3,006 SF	BUILDING PERIMETER LANDSCAPE FULL, FL #1 PLANT MATERIAL, >50% OF LANDSCAPE AREA TO BE PLANTED WITH SHRUB MATERIAL, REMAINING AREA TO BE PLANTED WITH GROUNDCOVERS	BUILDING PERIMETER LANDSCAPE	3 GAL	18" FULL	30" OC
	PW	96,865 SF	PRESERVE AREA	WETLAND	-	-	-
	VL	7,033 SF	SHRUBS AND GROUNDCOVER FULL, FL #1 PLANT MATERIAL, >50% OF LANDSCAPE AREA TO BE PLANTED WITH SHRUB MATERIAL, REMAINING AREA TO BE PLANTED WITH GROUNDCOVERS	VUA LANDSCAPE	3 GAL	18" FULL	30" OC
<u>GROUND COVERS</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>	<u>SIZE</u>	<u>SPACING</u>
	SOD	56,018 SF	SOD ROLLED TIGHT, 100% HYDROLYZED, 1/2" DEEP, 1/2" WIDE	SOD	SOD	-	-

LICENSED PROFESSIONAL

PRELIMINARY LANDSCAPE PLAN

MOUNT DORA SELF STORAGE

SHEET NUMBER
L1.00



CITY OF MOUNT DORA

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

DATE: March 1, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: City Manager's Report

Introduction:

The City Manager's Report contains three sections:

- City Manager Update - Updates on on-going or new activities for the City
- Discussion Items - Items to be discussed for this meeting (if any)
- Informational Items - Items included for informational purposes for this meeting (if any)

Discussion:

CITY MANAGER UPDATE

- None

DISCUSSION ITEMS

- None

INFORMATIONAL ITEMS

1. Public Works Complex.

At the outset of the Public Works Facility project, the City sought bond funding to pay for its construction, along with various parking solutions in the Historic Downtown. Total bond funding for all projects was \$12.16 million.

In late 2020, City staff completed a needs assessment, which resulted in a proposed Public Works Facility to include a 20,235 square foot Administration Building and Emergency Operations Center; 29,500 square foot Operations and Inventory Warehouse; 22,500 square foot Covered Material Storage Area; and 8,905 square foot Covered Rolling Asset Storage Building. Conceptual pricing of this facility totaled \$22,000,179.

Immediately, staff began to explore multiple options to revise and reduce the scope of the project to bring the construction estimate within budget while ensuring the facility meets the needs of the City once constructed. These options included:

- Moving Fire Administration and Emergency Operations Center to Fire Station 34
- Reserving 10,000 square feet on the site for a future Administration Building
- Engaging a storage analysis firm to provide a ensure a properly-sized warehouse and a future state storage plan, and
- Reassessing storage/space needs for the Covered Material Storage Area and Covered Rolling Asset Storage Building.

The resulting efforts greatly reduced the scope and price of the Public Works Facility. However, market conditions, supply chain issues and inflation guarantee that further efforts to reassess and reduce the scope will not realize a price reduction.

Staff brought forward this evening an item to approve Phase 2 architectural and engineering services on the Public Works Facility totaling \$1,020,668. This proposal was based upon the conceptual pricing provided by the City's Construction Manager at Risk (CMAR), Ajax Building Corporation, in the amount of \$16,527,625. This pricing is based upon the City constructing a single story, 23,900 square foot, pre-engineered metal Operations and Inventory Warehouse; 14,400 square foot open air Materials Storage Building; and 9,400 square foot open air Rolling Asset Storage Building. The project boundary encompasses approximately 8.13 acres of a 17 acre site on Limit Avenue and is co-located with Fire Station 34/Fire Administration/Emergency Operations Center.

The City undertook a \$12.16 million bond issue in 2018 to provide funds for the project. The planning, design, engineering, and construction are expected to bring the total project cost to \$17,548,293. If we estimate \$1 million in additional costs to provide building furnishings, fixtures and site amenities, then we are estimating the complete cost to be approximately \$18,548,293. City Manager Patrick C. Comiskey has proposed dedicating \$6.4 million of uncommitted reserves to the Public Works Facility to allow the City to move forward with this project without having to seek additional funding. We will allocate the costs and reimbursements by fund based on square footage of spacing. We currently have over \$8,484,891 budgeted toward the project for the current fiscal year. We will set an estimate for the amount of unreserved funds in the upcoming fiscal year budget.

2. Triangle Elementary.

Utilizing the City's Parks & Recreation Continuing Professional Services contractor, GAI, City staff investigated the potential of constructing a joint-use park and playground at Triangle Elementary. GAI's Opinion of Probable Cost in April 2020 totaled

\$1,137,369.93. The proposed park included boardwalks, walking paths, a pavilion with restrooms, playground equipment, shade structures, picnic tables, lighting, hill features, and landscaping. City staff used the cost estimate as a budget tool for this capital improvement project and budgeted a total of \$1,000,000 for the project utilizing funding from Parks and Parks Impact Fees, with the ability for staff to raise money from the community for funding over and above \$1,000,000.

After 100% construction drawings were complete, the City's CMAR contractor, Evergreen Construction, provided a proposed guaranteed maximum price of \$2,102,000. Material variations from GAI's estimate were identified with regard to playgrounds, poured-in-place playground surfacing, and electrical work for lighting. Staff worked with Evergreen to revise and reduce the scope of the project by eliminating access gates for adjacent neighborhoods, fitness area, and eight (8) light fixtures associated with the gates and fitness area. These revisions reduced the estimate to \$1,955,000.

Following a site visit and consultation with City Manager Patrick C. Comiskey, staff revised its plan to move forward with a phased approach. This reduction of scope returned a cost estimate of \$1,212,000. (See **Attachment 1 & Attachment 2**.) At this time, there is \$894,437.30 available funding for Triangle Elementary School project. The City will balance the amount with funds that are budgeted but not yet expected to be used on other park projects. We will present a budget revision with the pricing becomes more specific.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation Information only; no action requested.

Attachment(s):

1. Attachment 1 - Triangle Elementary Park Mount Dora Ph 1 Proposal
2. Attachment 2 - Phase 1 Limits

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 2/24/2022



ATTACHMENT #1

February 18, 2022

Mr. Chet Cramer
City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

RE: **Continuing Services Contract – Triangle Elementary Park
Mount Dora, Florida**

Dear Chet,

As a follow up to our telephone conference call yesterday, Wednesday February 15th, we have prepared a revised estimate of the construction cost for just the newly identified Phase 1 portion of the project as identified on marked up drawings L0.01 and L0.02 sent to us yesterday via email.

Revised Total Cost of Improvements	\$ 1,212,000
---	---------------------

We estimate approximately five-(5) months to start the submittals and procure the playground equipment and then another ten weeks of construction on-site. All other exclusions and qualifications still apply.

If you should have any questions regarding this pricing, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in blue ink that reads "Richard Charleson".

Richard Charleson
Pre-Construction Director

cc: Mark Starcher – Evergreen
Chris Sadowski – Evergreen

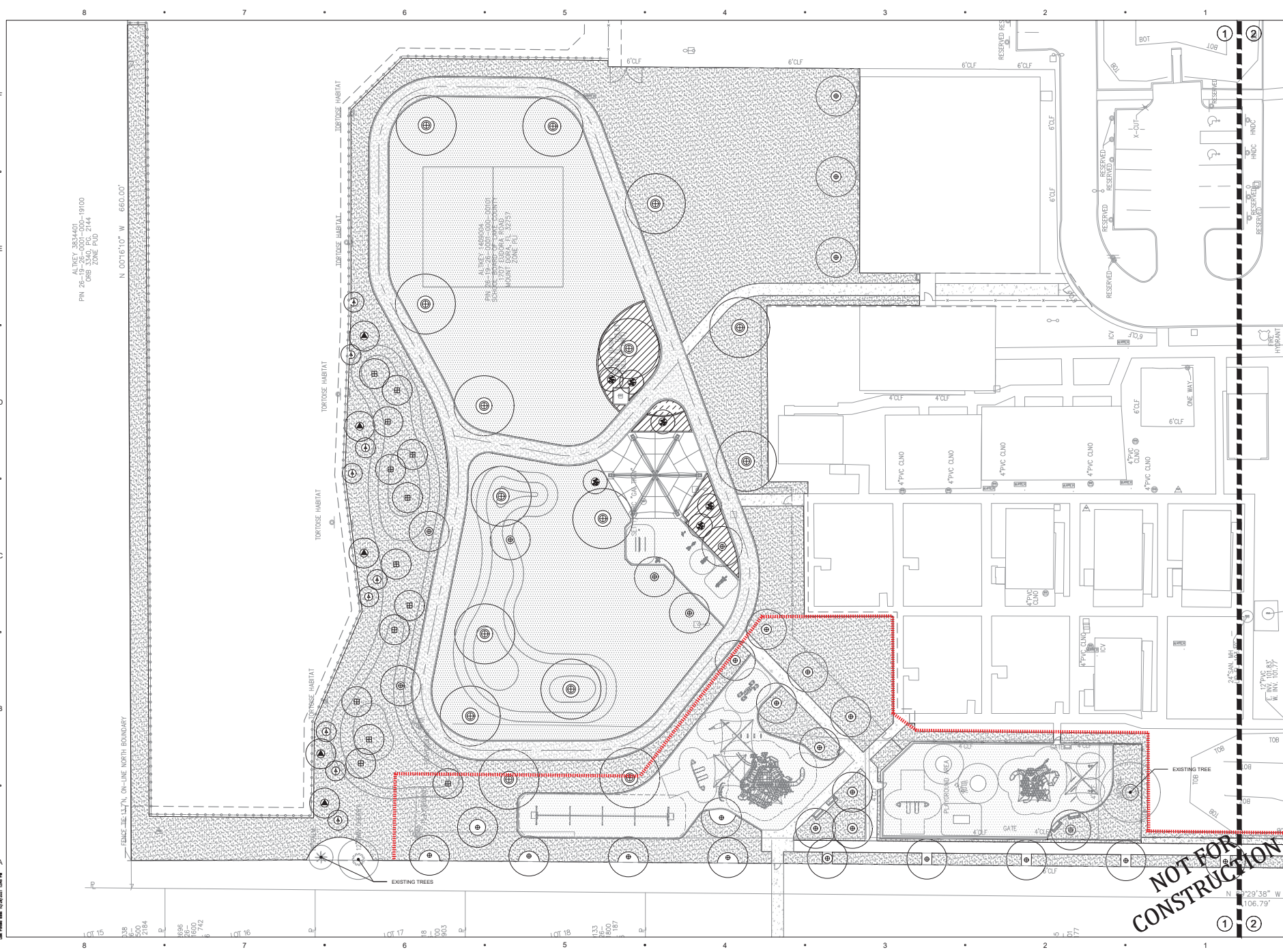
30941 Suneagle Drive, Mt. Dora, Florida 32757

REVISED CONCEPTUAL ESTIMATE OF CONSTRUCTION COST
Triangle Elementary Park – Phase 1

Division	Description	Amount
01	General Conditions - Staffing (10 weeks) - Construction Utilities / Toilets - Office Supplies / Telephone - Cleanup / Dumpsters - Safety / Vehicles/ Punchlist Survey Third Party Testing & Inspection Survey	59,200 8,700 4,000 3,100 6,200 3,800 4,400
02	Sitework - Earthwork - Asphalt Paving - Traffic Striping / Signs/ Wheel Stops - Landscaping - Fencing	62,000 1,700 1,700 44,800 46,200
03	Cast-in-Place Concrete - Sidewalks - Colored Concrete - Curbing	12,900 0 17,900
09	Finishes Poured-in-Place Playground Surfacing	205,100
10	Specialties Signage	0
11	Equipment - Playground & Fitness Equipment - Site Amenities (structures & furniture)	354,300 85,100
16	Electrical	152,800
	Subtotal	\$1,073,900
	Other - General Liability Insurance - Contingency at 5% - Contractor's Fee - Performance & Payment Bond - Permits	14,000 54,600 57,500 12,000 excluded
	TOTAL	\$ 1,212,000

ATTACHMENT #2

Project: 210000000000000000 - TRIANGLE ELEMENTARY PARK - TRIANGLE DISTRICT - 15 PARCELS
 Date: 10/29/2021 10:55:17 AM
 User: J. L. LAMAR



COMMUNITY SOLUTIONS

A GSI Consultants, Inc. Service Group

618 E. SOUTH STREET
 SUITE 700
 ORLANDO, FL 32801
 407.423.8388

CERTIFICATE OF AUTHORIZATION 889891

PROJECT

TRIANGLE
 ELEMENTARY PARK

MOUNT DORA, LAKE COUNTY, FL

CLIENT

MOUNT DORA
 LEISURE SERVICES

900 N. DONNELLY STREET
 MOUNT DORA, FL 32757
 352.763.7133 W

OWNER

LAKE COUNTY
 SCHOOLS

201 WEST BURLINGHAM BLVD
 TAVARES, FL 32780
 352.253.8500 W

CONSULTANTS

ISSUED FOR:

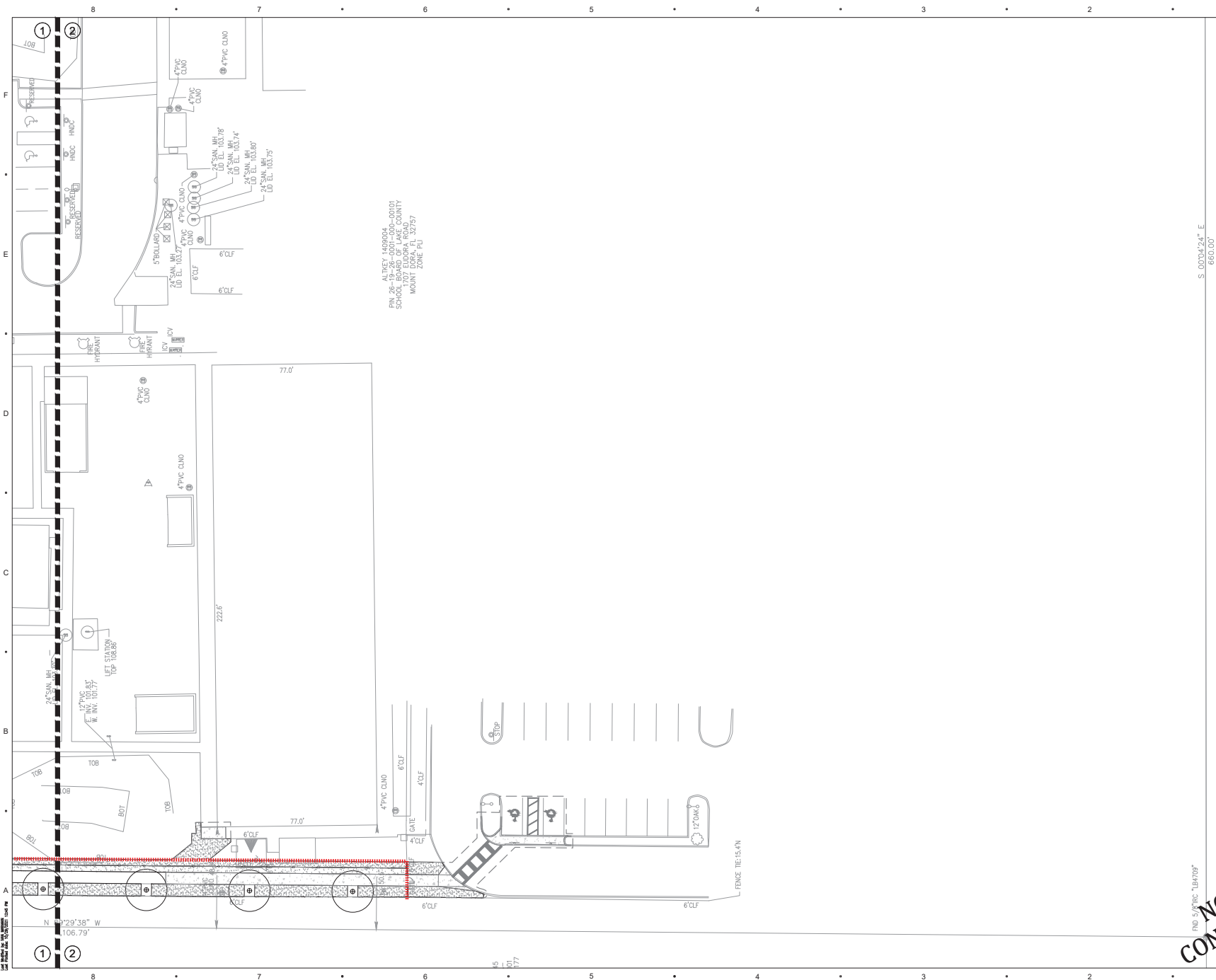
DATE	BY
10/29/2021	J. L. LAMAR

PROJECT NUMBER: A171115.09
 DATE: 10/29/2021
 SCALE: 1"=40'-0"
 DRAWN BY: J. LAMAR
 CHECKED BY: NA
 DRAWING SCALE: 1"=40'-0"
 NORTH

SHEET NUMBER
 LS.01

SHEET OF

NOT FOR
 CONSTRUCTION



COMMUNITY
SOLUTIONS

A GAI Consultants, Inc. Service Group
618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
407.423.8398
CERTIFICATE OF AUTHORIZATION: ER9901

CERTIFICATE OF AUTHORIZATION: EB925

PROJECT
TRIANGLE
ELEMENTARY PARK

MOUNT DORA, LAKE COUNTY, FL

CLIENT
MOUNT DORA
LEISURE SERVICES

900 N. DONNELLY STREET
MOUNT DORA, FL 32757
352.735.7183 fax

OWNER
LAKE COUNTY
SCHOOLS

201 WEST BURLEIGH BLVD
TAVARES, FL 32778
352.253.6600 (w)

CONSULTANTS

[illegible]

PROJECT NUMBER A171115.09

DATE: 10.29.2021

SCALE: T=27-67

DRAWN BY: Y001M

CHECKED BY: _____ KA _____

ORDERED BY: _____ PAGE: _____

DRAWING SCALE AND NORTH ARROW



LANDSCAPE PLAN

LANDSCAPE PLAN

[illegible]

SHEET NUMBER

1503

L3.02

Abstract

SHEET OF



CITY OF MOUNT DORA

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

DATE: March 1, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Lobbyist Update

Introduction:

Gray Robinson, P.A. 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:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached are the Week 5 and Week 6 Legislative Session reports.

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 Gray Robinson, P.A. 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. Newsletter 2022 Session- Week 5
2. Newsletter 2022 Session- Week 6

Prepared by: Merry Lovern, Executive Assistant
Reviewed by: Jessica Burnham, City Clerk

Approved - 2/23/2022

Patrick Comiskey, City Manager

Final Approval - 2/24/2022

2022 Legislative Session – Week 5

As is often the case, the mid-point of session brought about significant fireworks inserting a mounting political powder-keg, the result of which could have significant budget and policy implications. This year, that powder-keg centers around Lake Okeechobee. On Wednesday, the Senate Appropriations Committee introduced SB 2508, a conforming bill that inserts policy into the overall budget discussions. The bill language requires the South Florida Water Management District to certify, before the release of state funds, that its recommendations to the Corps of Engineers do not reduce the water supply available to existing legal users, who receive water from Lake Okeechobee, and are mostly agriculture and municipal interests.

The introduction of the bill resulted in a contentious committee hearing pitting Captains for Clean Water and the SFWMD against the current and future Senate leadership. In fact, the bill's passage led to a public statement by the Governor against the proposal, which prompted a written response from the Senate President. The implications of the political battle could affect current DeSantis legislative priorities and ultimately pet budget projects of the Senate President if not resolved.

Budget Update

The Senate and House on Friday, February 4th, both released proposed General Appropriations bills, (SB 2500 and HB 5001) and other budget-related bills for the upcoming fiscal year.

The proposals were heard on Wednesday, February 9th, in the Senate and House Appropriations Committees and voted out favorably. The respective budgets will be considered on the floor, most likely next week (week 6), setting the House and Senate up for budget conference in the next few weeks.

Both respective chambers' budgets slightly surpass the governor's proposed budget of \$99.7 billion. The Senate proposed \$108.6 billion while the House is proposing almost \$105.3 billion.

**February 11, 2022
2022 Legislative Session
Week 5**

Important Dates

50th Day Rule (Senate)- Last day for regularly scheduled committee meetings
March 1st, 2022

60th Day- Last Day of Regular Session
March 11th, 2022

[Link to Florida Senate Calendar](#)

[Link to Florida House Calendar](#)

Reapportionment Update

The Florida Senate voted 37-0 last week (2/3/22) to approve new state House and Senate maps that, if approved, would take effect for the 2022 elections. The House has also voted on the maps which passed, 77-39 in favor.

SB 100 is a Joint Resolution between the two bodies which means the new maps did not go to Governor DeSantis for approval, but instead have been sent to Attorney General Moody. AG Moody has petitioned the Florida Supreme Court to accept the legislative maps for state House and Senate districts. The Florida Supreme Court has 30 days to complete a review of the districts and either approve them or request changes before they go into effect.

Congressional maps have been on hold in the House since Governor DeSantis asked the Florida Supreme Court to rule on whether Rep. Al Lawson's congressional district in north Florida must be kept intact during the state's redistricting process (the Senate approved a congressional map). But the court Thursday (2/10/22) unanimously rejected DeSantis's request.

The Supreme Court stated, "This court's advisory opinions to the governor are generally limited to narrow questions. Here, the scope of the governor's request is broad and contains multiple questions that implicate complex federal and state constitutional matters and precedents interpreting the Voting Rights Act of 1965."

Sovereign Immunity

SB 974 was amended again this week and revises the statutory limits on liability for tort claims against the state and its agencies and subdivisions. With the amendment adopted, SB 974 increases the limit per person to \$1 million and per incident to \$3 million. The current limit is \$200,000 per person and \$300,000 per incident. The previous amended version increased to \$300,000/ \$400,000. In a somewhat rare maneuver, the Senate added an additional committee reference to SB 974 after it passed the Community Affairs Committee. Previously, the Senate Appropriations Committee was to be the last stop for the bill before going before the full Senate, however, on Friday a Rules Committee reference was added, which is an additional hurdle the bill must overcome to pass.

The amended version of SB 974 also states, beginning January 1, 2023, the legislation would tie the revised limit to a consumer price index (CPI) to automatically increase with inflation every 10 years.

SB 974 passed Community Affairs, 6 yeas, 3 nays.

Homestead Property Tax Exemption

HJR 1 and SB 1748 would propose an amendment to the Florida Constitution to authorize the Legislature to provide a new homestead tax exemption for classroom teachers, law enforcement officers, firefighters,

child welfare professionals, and active duty members of the United States Armed Forces, or members of the Florida National Guard.

The legislation provides an additional homestead exemption of up to \$50,000 on the assessed valuation greater than \$100,000 and up to \$150,000.

The Revenue Estimating Conference determined that, if approved, the bill will reduce local property tax revenue for all levies other than school district levies by \$83.8 million beginning in Fiscal Year 2023-2024.

SB 1748 was heard this week in the Finance and Tax Committee and passed unanimously.

Bills of Interest

SB 410 (Rodriguez (A)) & HB 189 (Duran)- Photographic Enforcement of School Speed Zone Speed Limits

SB 410 authorizes a local government to install an automated speed detection system on a street or highway to enforce speed limits in areas designated as school zones. Under the bill, a local government may appoint local traffic infraction enforcement officers to issue traffic citations to persons that are detected as exceeding a school zone speed limit by at least 10 mph.

Under the bill, a county or municipality may enforce school speed zones within 1 hour before, during the entirety of, and within 1 hour after a regularly scheduled school session. The bill authorizes a traffic infraction enforcement officer employed by a sheriff's department or municipal police department to issue a fine of \$158 or a traffic citation for unlawful speeds in areas designated as school zones as detected by a speed detection system.

SB 410 passed its last committee of reference, Appropriations, this week by a vote of 14 yeas, 5 nays. The House version, HB 189, has not been heard in its first committee of reference yet. Subcommittees in the House are expected to hold their last meetings next week, week 6 of Session.

SB 518 (Brodeur) & HB 1555 (McClain)- Private Property Rights to Prune, Trim and Remove Trees

CS/SB 518 amends s. 163.045, F.S., which prohibits a local government from requiring a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property if the property owner obtains documentation from a certified arborist or a licensed landscape architect, that the tree presents a danger to persons or property. (emphasis added).

SB 518 amends this provision to provide that a local government may not burden a property owner's rights to prune, trim, or remove trees on his or her own property if the tree "poses an unacceptable risk" to persons or property. Under the bill, a tree poses an unacceptable risk if removal is the only means of practically mitigating its risk below moderate as outlined in Best Management Practices – Tree Risk Assessment, Second Edition (2017).

SB 518 was heard this week in its second of three committees of reference and passed without opposition. HB 1555 was also heard this week in its second committee of reference and passed, 18 yeas, 0 nays.

CS/CS/SB 644 (Brodeur) - Building Permits

CS/CS/SB 644 provides that an individual may sit for building inspector or plans examiner licensure test by completing a 4-year internship with a private entity and under direct supervision of a licensed building official. Additionally, the Building Code Administration and Inspectors Board (BCAIB) must create a rule establishing the partial completion of an internship program may be transferred between local governments or private entities. The bill prohibits the BCAIB from issuing a provisional license with a special condition or requirement that such licensee be employed by a municipality, county, or other local government agency.

The bill requires local governments to provide equal access to all permitting and inspection documents to a private provider, owner, and contractor if an owner or contractor retains a private provider.

Additionally, the bill outlines that a local law, ordinance, or regulation may not prohibit or otherwise restrict the ability of a private property owner to obtain a building permit to demolish any single-family residential structure located in certain flood hazard areas according to Flood Insurance Rate Maps produced by the Federal Emergency Management Agency (FEMA) under certain circumstances.

2022 Legislative Session – Week 6

Budget Update

On Wednesday the House voted 102-14 to approve its proposed \$105.3 billion budget for FY 2022-23. Much of the debate on the House floor focused on a part of the education budget that seeks to punish school districts that defied a state order against requiring masks in schools. The provision shifts new dollars away from those districts and toward the 55 districts that did comply with the mask mandate ban.

On Thursday, the Senate unanimously approved its budget, which totaled \$108.6 billion, with little questions or fanfare.

The House and Senate budgets differ significantly (\$3.3 billion) and these differences will be negotiated during the budget conference process which is expected to begin within the next week or so.

Congressional Redistricting Update

This week, Governor DeSantis submitted a second map of Florida's 28 Congressional Districts, which still favors Republicans producing 20 congressional seats for the party. While major changes include a complete re-configuration of Florida's 11th district, the new map retains the most controversial decision to eliminate any district with a layout like Florida's 5th Congressional District, currently Congressman Al Lawson's seat.

On Friday (2/18), the House Congressional Redistricting Committee advanced a map, ignoring the Governor's proposed map, which now goes to the full House redistricting committee before a floor vote. One of the biggest issues the House and Senate will have to hash out is differences over Demings' seat, which the Senate maintains as a minority-performing seat. In both cases, the seat would remain Democratic-leaning. But the House proposal drops the Black share of the Democratic primary vote, a common measure when assessing how a seat will perform, from 49 percent to 39 percent. The Senate draft map drops it to 48 percent.

**February 18, 2022
2022 Legislative Session
Week 6**

Important Dates

50th Day Rule (Senate)- Last day for regularly scheduled committee meetings
March 1st, 2022

60th Day- Last Day of Regular Session
March 11th, 2022

[Link to Florida Senate Calendar](#)

[Link to Florida House Calendar](#)

Both chambers, though, are in agreement on the 5th Congressional District, which both chambers leave intact, setting up a potential conflict with DeSantis, who has said he will veto the congressional map if it leaves Lawson's seat intact.

Tax Package

The annual tax package was released this week in the Florida House and makes a number of tax reductions and other tax-related modifications.

Several provisions related to sales tax are included in the bill:

- A 14-day "back-to-school" tax holiday
- A 14-day "disaster preparedness" holiday
- A 7-day "Freedom Week" tax holiday in July for specified recreational items and activities
- A 7-day tax holiday in September for tools and equipment needed in skilled trades.
- Temporary exemptions including a two-year exemption for impact-resistant windows, doors, and garage doors for residential properties
- A one-year exemption for babies and children's clothing, shoes, and diapers
- A six-month exemption from for certain ENERGY STAR certified refrigerators, refrigerator/freezer combinations, water heaters, and clothes washers and dryers
- A three-month exemption for children's books.

Other provisions in the bill include:

- A reduction in the sales tax for new mobile homes from 6% to 3%.
- An exemption from the sales tax on admissions to Formula One Grand Prix races.
- An exemption for machinery and equipment used in the production of green energy.

For property taxes, the bill:

- Provides property tax relief for homestead property rendered uninhabitable for 30 days or more due to a catastrophic event in 2023 or thereafter, and provides relief from all assessments to owners affected by the sudden and unforeseen collapse of a residential building in 2021;
- Increases the value of property exempt from ad valorem taxation for residents who are widows, widowers, blind, or totally and permanently disabled from \$500 to \$5,000;
- Modifies the assessment methodology for land used in the production of aquaculture products; and

The bill also makes a number of changes to the corporate income tax code. A copy of the bill may be viewed [HERE](#).

Florida Tourism

Florida's latest tourism numbers exceed pre-pandemic levels and show the industry is rebounding. Governor DeSantis announced this week that Florida saw 30.9 million visitors between October and December 2021, marking the second consecutive quarter that overall visitation has surpassed 2019, pre-pandemic levels.

The press release also indicated that in 2021 Florida had nearly 118 million domestic visitors, the highest level in state history. From overseas, approximately 1.5 million visitors came to Florida in Q4 of 2021, which is an increase of 198% from 2020, and 43% from Q3 2021.

Other highlights:

- 359,000 Canadian travelers visited Florida between October and December of 2021, nearly three times as many as in the previous quarter.
- For the year, Latin America was the driving force of overseas visitation in 2021, with Colombia becoming the state's No. 1 international market with a record 710,000 visitors.
- Florida's total hotel revenue reached its highest ever in 2021 at \$17.3 billion, a 2 percent increase over 2019.

Bills of Interest

HB 219 (Tuck) & SB 1380 (Rodriguez (A))- Real Property Rights

The proposals prohibit a county or municipality from enacting any ordinance or regulation restricting or prohibiting a right of a private property owner or operator of a private parking facility from establishing rates and fees and issuing fines.

HB 219 was heard in its last committee or reference last week, and SB 1380 passed its last committee of reference on Tuesday (2/15) without opposition.