



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
June 7, 2022, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

- | | |
|---|---|
| 1. Lake-Sumter Metropolitan Planning Organization Unified Planning Work Program | 4 |
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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 Mayor.
- We will try to answer your questions at the time asked; however, there may be times we will need to conduct research prior to providing an answer.

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CITY MANAGER'S REPORT

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COMMUNICATIONS AND REPORTS

- Council Member Austin Guenther

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

FUTURE MEETING DATES

- June 13, 2022, 10:00 AM, Budget Workshop
- June 21, 2022, 6:00 PM, Regular Session
- June 27, 2022, 10:00 AM, Budget Workshop
- July 5, 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.



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

DATE: June 7, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Lake-Sumter Metropolitan Planning Organization Unified Planning Work Program

Introduction:

This is an opportunity for Michael Woods, Executive Director of the Lake-Sumter Metropolitan Planning Organization (MPO), to inform City Council about the MPO's Unified Planning Work Program.

Discussion:

Lake-Sumter Metropolitan Planning Organization (MPO) is the designated agency responsible for transportation planning and programming of federal transportation funds within the two counties in the MPO's planning area.

The Unified Planning Work Program (UPWP) describes the transportation planning projects to be performed and:

- Summarizes planning tasks to be completed by the MPO
- Defines work products and timeline for major activities
- Proposes budget using federal and other funds for planning
- Estimates costs for each task

Budget Impact:

There is no budgetary impact as a result of this presentation.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.1. Develop Wolf Branch Innovation District (WBID)

1.1.1. Continue implementing Wolf Branch Master Plan

GOAL 2: Infrastructure / Public Safety

GOAL 3: Fiscal Resources / Human Resources
Objective 3.1. Identify and seek funding sources

Recommendation:

Presentation provided is informational.

Attachment(s):

Prepared by: Misty Sommer, Economic Development Manager
Reviewed by: Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 5/11/2022
Approved - 5/11/2022
Final Approval - 5/12/2022



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

DATE: June 7, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Juneteenth Proclamation

Introduction:

This is an opportunity for the reading of a Proclamation recognizing Juneteenth.

Discussion:

June 19th - Juneteenth - is celebrated nationally and internationally to recognize the end of slavery in the United States and to celebrate the culture and achievements of African Americans. On June 17, 2021, Federal legislation was enacted establishing Juneteenth as a Federal Holiday. On July 6, 2021, the Mount Dora City Council voted that Juneteenth be recognized as an official City holiday as well. A Proclamation celebrating the significance of the holiday is attached.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

The reading of the Proclamation.

Attachment(s):

1. Juneteenth Proclamation

Prepared by: Jeanann Hand, Deputy City Clerk

Reviewed by: Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 5/31/2022

Final Approval - 5/31/2022



PROCLAMATION

WHEREAS, the Emancipation Proclamation was formally issued on January 1, 1863, declaring that enslaved Africans in the Confederate States of America were to be freed; and

WHEREAS, news of the issuance of the Emancipation Proclamation was not immediately delivered to the most remote areas of the Confederate States of America; and

WHEREAS, news of the abolition of the enslavement of Africans was not delivered to all the Confederate States until after the conclusion of the American Civil War; and

WHEREAS, on June 19, 1865, nearly nine decades after our Nation's founding, and more than two years after President Lincoln signed the Emancipation Proclamation — enslaved Americans in Galveston, Texas, finally received word that they were free from bondage; and

WHEREAS, June 19th – JUNETEENTH a linguistic blend of the words June and nineteenth, was adopted to commemorate this historical and pivotal date in American history; and

WHEREAS, beginning on January 1, 1980, several states and municipal governments in the United States have declared June 19th – JUNETEENTH a legal holiday; and

WHEREAS, June 19th – JUNETEENTH, is celebrated nationally and internationally to recognize the end of the enslavement of Africans in the United States and to celebrate the culture and achievements of African Americans; and

WHEREAS, June 19th – JUNETEENTH was made an official City holiday in 2021 to provide all City residents an opportunity to learn, reflect and celebrate the rights, privileges, culture, achievements, sacrifices of African Americans in and to the City of Mount Dora and to this country; and

WHEREAS, today, millions of Americans of all races, creeds, religious and ethnic backgrounds celebrate Juneteenth, which not only celebrates freedom, but also acknowledges the achievements of African Americans; and as celebrations continue to spread, we can all be reminded of the oft-repeated maxim, "Until all are free, none are free," that highlights the manner of the end of slavery in the United States.

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, FL, together with the members of the Mount Dora City Council, hereby declare June 19th, 2022, as

JUNETEENTH

in the City of Mount Dora and urge our citizens to participate in events that celebrate freedom for all.

Crissy Stile, Mayor



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

DATE: June 7, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: LGBTQIA+ Pride Month Proclamation

Introduction:

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

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

The reading of the Proclamation.

Attachment(s):

1. Pride Month Proclamation 2022

Prepared by: Jeanann Hand, Deputy City Clerk
Reviewed by: Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 6/1/2022
Final Approval - 6/1/2022



PROCLAMATION

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

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

WHEREAS, the City of Mount Dora, Florida cherishes the value and dignity of each LGBTQIA+ person and appreciates the importance of equality and freedom; and

WHEREAS, while society at large increasingly supports LGBTQIA+ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

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

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

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, have the distinct honor of proclaiming the month of June 2022 as Pride Month in support of the LGBTQIA+ community and encourage all residents to recognize and honor the contributions made by members of the LGBTQIA+ community and to actively promote the principles of equality, liberty, and justice.

Crissy Stile, Mayor



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

DATE: June 7, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Amendment 1 to the Agreement Between the City of Mount Dora and The Davey Tree Expert Company Related to Tree Trimming Services of Electrical Lines

Introduction:

This request is for City Council to approve Amendment 1 to the agreement for Tree Trimming Services for Electrical Lines with The Davey Tree Expert Company. This Amendment provides a more frequent and detailed fuel index adjustment and a recommendation to extend the contract term with a proposed rate increase.

Discussion:

On December 17, 2019, an agreement with The Davey Tree Expert Company (Davey) was approved by City Council through Bid # ITB-20-PW-002, for an initial three-year period with an annual provision for rate adjustment on October 1st of each contract year. This request is to extend the contract term, amend the contract pricing and costs for October 2022, and provide a more detailed process for fuel index price adjustments effective immediately, due to significant increases in retail diesel fuel.

The contract term has provision for two one-year extensions, following the initial term ending December 17, 2023. Based upon favorable performance in the first three years, we recommend approval in exercising the first of two one-year extensions from December 17, 2023 to December 17, 2024.

Since contract inception, Davey Tree has not requested an increase. However, the inflationary impact measured by the Bureau of Labor Statistics in January 2022 is an increase of 9.2% in the CPI index (Attachment 1). This amendment requests approval of a proposed rate increase of 7.98% effective October 1, 2022. (See Attachment 2 for the proposed rate increase Letter from Davey.)

The Davey contract specifies time and material hourly rates that comprise personnel and

equipment. The equipment portion of the hourly rate has a fuel component which is 20% of the total equipment portion. It assumes a baseline index of \$4.00 per gallon for diesel fuel. In the past three months, the retail index for diesel fuel has increased 45%, from \$3.60 per gallon in December 2021, to \$5.24 during March of 2022 (Attachment 3). This amendment provides a more detailed monthly review to increase/decrease the time and material hourly rates depending upon the monthly AAA local fuel index.

Budget Impact:

It is projected that this will increase the Davey contract by \$851 for the remainder of FY2022. As necessary, monies will be transferred to this account from other accounts within the Electric Utility. The new rate increase beginning October 1, 2022 will be included in the FY2022-23 Budget.

Strategic Impact:

Infrastructure – This contract amendment is critical in maintaining the Mount Dora Overhead distribution system, providing reliable power to our customers.

Recommendation:

City Council approve Amendment 1 to the agreement for Tree Trimming Services for Electrical Lines with The Davey Tree Expert Company.

Attachment(s):

1. Attachment 1 CPI INDEX
2. Attachment 2 Davey Rate Escalation Letter Oct_2022 Mt. Dora
3. Attachment 3 EIA Retail Diesel Fuel Index Historical
4. The Davey Tree Expert Amendment 1 signed

Prepared by: Wayne Zimmerman, Deputy Electric Utility Director

Reviewed by: Steve Langley, Electric Utility Director
Wayne Zimmerman, Deputy Electric Utility Director
Rita Meade, Deputy Finance Director
Sherry Sutphen, City Attorney
Jeanann Hand, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 4/5/2022

Approved - 4/5/2022

Approved - 4/5/2022

Approved - 5/27/2022

Approved - 5/27/2022

Approved - 5/31/2022

Final Approval - 6/1/2022

Southeast Information Office

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Consumer Price Index Overview Table – Southeast

**Consumer Price Index for All Urban Consumers, all items, in the U.S., South, and selected metropolitan areas, not seasonally adjusted
(1982-84=100 unless otherwise noted)**

Area (Links provide news releases)	Back data	Annual average 2021	Feb 2022	Mar 2022	Percent change		
					Annual average 2020 to 2021	12 months ended	
						Feb 2022	Mar 2022
U.S. City Average		270.970	283.716	287.504	4.7	7.9	8.5
South region(1)		261.259	274.688	278.598	5.1	8.4	9.1
South City Size Class (population)							
A (over 2.5 million)		265.307	279.536	283.581	4.7	8.4	9.2
B/C (2.5 million or less)(2)		165.362	173.657	176.109	5.3	8.4	9.1
South divisions							
South Atlantic(3)(4)		110.478	116.438	117.900	5.0	8.6	9.2
East South Central(3)(5)		109.135	113.558	115.235	5.9	7.4	7.9
West South Central(3)(6)		108.050	113.607	115.566	4.9	8.5	9.5
Metropolitan areas							
Atlanta-Sandy Springs-Roswell, GA(7)		261.633	279.743		6.1	10.6	
Miami-Fort Lauderdale-West Palm Beach, FL(7)		283.969	302.920		4.4	9.8	
Tampa-St. Petersburg-Clearwater, FL(7)(8)		247.951		267.590	6.0		10.2
Footnotes (1) The South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia. (2) December 1996=100. (3) December 2017=100. (4) The South Atlantic division includes Delaware, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, and West Virginia. (5) The East South Central division includes Alabama, Kentucky, Mississippi, and Tennessee. (6) The West South Central division includes Arkansas, Louisiana, Oklahoma, and Texas. (7) Published in alternate months. (8) 1987=100							
Source: Consumer Price Index The Consumer Price Index (CPI) measures changes in prices of all goods and services purchased for consumption by urban households.							

Schedule of [Upcoming Releases for the Consumer Price Index](#)

U.S. BUREAU OF LABOR STATISTICS Southeast Information Office Suite 7T50 61 Forsyth St., S.W. Atlanta, GA 30303

Telephone: 1-404-893-4222 www.bls.gov/regions/southeast [Contact Southeast Region](#)



Mr. Wayne Zimmerman
City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

Dear Mr. Zimmerman,

Thank you for taking the time to discuss current market conditions and the impact it's having on the utility line clearance industry. Wages are being pushed due to labor availability and the costs of goods are increasing because of material costs and supply chain breakdowns. The volatility of fuel only adds to the equation. While we know rate increases are intended to take place before the end of the fiscal year, we'd like to formally request a 2022 rate increase, albeit past the intended time frame.

The above-mentioned challenges are absolutely affecting short term opportunities and results; however, we must keep an eye on our long-term strategies and relationships. We generally use the CPI from the Bureau of Labor Statistics as our guide in these situations and would propose that strategy with the City of Mt. Dora. The 12-month increase in January, according to Series ID CUURS35DSA0 was 9.24%. We, however, do not feel that number to be appropriate given that had our request come in December, the metric would not have escalated this much. The 12-month increase as of November 2021 was 7.96% and we feel that period to be more indicative of an appropriate increase given market conditions. Please consider this our formal request of a 7.96% increase on billing rates, effective in October 2022. We would also like to propose revisiting the same index in November of 2022 to establish our 2023 effective rates.

If you have any questions, or would like to discuss further, please give me a call at 407-947-0112.

Sincerely,

Marvin Hassell

Marvin Hassell
Senior Vice President, Gulf Region
The Davey Tree Expert Company

ATTACHMENT #3

U. S Energy Information Administration East Coast No 2 Diesel Retail Prices



ATTACHMENT #3

ATTACHMENT #3

**AMENDMENT 1 TO AGREEMENT
BETWEEN THE CITY OF MOUNT DORA
AND THE DAVEY TREE EXPERT COMPANY**

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 The Davey Tree Expert Company, 1500 N. Mantua Street, P.O. Box 5193, Kent, Ohio 44240-5193, hereinafter referred to as the “CONTRACTOR”.

WHEREAS, on December 17, 2019, the City adopted Resolution 2019-178, which authorized the Agreement between the CITY and the CONTRACTOR related to ITB-20-PW-002 (Agreement); and

WHEREAS, the Agreement and ITB-20-PW-002, contemplated that the CONTRACTOR would provide tree trimming services for electrical lines; 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 the CONTRACTOR agree as follows:

1. Section 2, Term, of the Agreement is hereby amended to extend the Term through December 17, 2023, with the ability to extend the Term for one additional one year period through December 17, 2024, through written instrument executed by the parties.
2. Section 7, Compensation, of the Agreement is hereby amended as follows:

The pricing schedule set forth in Exhibit “B” attached to the Agreement is hereby amended to include a fuel adjustment as set forth in **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 provide a fuel adjustment to the CONTRACTOR as contemplated by ITB-20-PW-002.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment 1 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: Thea R. Sears

Print: Thea R. Sears

Title: Vice President & Controller

OHIO

STATE OF FLORIDA

COUNTY OF Portage

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Thea R. Sears, as Vice President & Controller, of The Davey Tree Expert Company, 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 personally known as identification, and who did/did not take an oath this 26th day of April, 2022.

(stamp)



TODD CHRISTOPHER SEDIVY
Notary Public, State of Ohio
My Commission Expires:
December 15, 2025

Todd Sedivy
NOTARY PUBLIC, State of Florida
Ohio

Exhibit “A”
FUEL ADJUSTMENT
TO EXHIBIT “B” PRICING SCHEDULE

FUEL ADJUSTMENT

On the first Monday of each month of the fiscal year (the “Day”), the average price of diesel fuel will be determined from the AAA gas prices website, specific to the Orlando, FL region (<https://gasprices.aaa.com/?state=FL>). If on the Day, the average price per gallon is greater than \$4.00 per gallon, the difference between the average price per gallon and \$4.00 per gallon will be calculated as a percentage increase. The increase and/or decrease percentage will then be multiplied by the 6.29% factor of the Time and Material rate, to calculate the fuel surcharge to be added to the total invoice in that month's billing.

EXAMPLE CALCULATION:

Diesel Fuel Baseline Index: \$4.00

AAA Local Price: \$5.24

Percent Difference 31% x .0629 EQ Billing Factor = 0.0195 Fuel Surcharge

Mount Dora Invoice Weekly Invoice 40 hours - Time and Materials \$2,558.00 X 0.0195 = \$49.88

VALIDATION CHECK:

40-gallon week @ \$ 4.00 = \$160

40-gallon week @ \$ 5.24 = \$209.6

Difference of \$49.60



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

DATE: June 7, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of the Piggyback Contract for On-call Building Inspection Services between the City of Mount Dora and Joe Payne, Inc.

Introduction:

This is a request for approval of the Piggyback Contract for On-call Building Inspection Services between the City of Mount Dora and Joe Payne, Inc.

Discussion:

The City of Mount Dora Building Division of the Planning and Development Department is tasked with enforcing the provisions of the Florida Building Code, the Florida Fire Prevention Code and portions of the City of Mount Dora Code of Ordinances as well as permitting, plan review, inspections and certifying occupancy, related to new construction and additions and/or alterations to existing structures within the City limits. The Building Division has determined that it is necessary to have on-call providers to handle building inspections, plan review and building official duties on an as-needed basis to provide building services to the public in a timely manner. Currently there are a number of large scale construction projects underway in the City of Mount Dora, including Lakeside at Waterman Village, Timeberwalk, Wekiva Ridge, Summerbrooke Phase 4, Cottages on 11th, Donnelly Woods PUD, Villages of Loch Leven PUD, Culvers, Longhorn Steakhouse, Dollar Tree, Mount Dora Hotel Center, downtown commercial projects along with ongoing construction, phases in the Lakes of Mount Dora and other upcoming commercial construction. There have been recent development inquires along US Highway 441, SR 46, and inquires within the Wolf Branch Innovation District. These on-call inspections and other building permit services are intended to assist current staffing (cover vacations, sick leave, staff shortages, etc). Also, at times when there is an uptick in permitting activities, these building consultant services could be available.

Lake County competitively solicited and negotiated agreements with Joe Payne, Inc., for on-call building inspection services. The City of Mount Dora desires to enter into a contract with Joe Payne, Inc. under the same terms and applicable conditions as that agreement executed by Lake County. Florida Statutes, Chapter 287, authorizes the City to purchase goods and/or services as a

cooperative purchase based on the solicitation issued by the Lake County and agreements resulting therefrom.

Budget Impact:

The FY 2021-2022 Building Department Budget currently has a balance of \$230,880 in Professional Services GL 123-5240-531.00-00 to cover services rendered under this contract.

Strategic Impact:

Goal 1. Economic Development and Goal 3. Human Resources

Recommendation:

City Council approve the On-call Building Inspection Services between the City of Mount Dora and Joe Payne, Inc.

Attachment(s):

1. Agreement with Joe Payne Inc Signed SGS
2. Exhibit A JPI Executed Contract 21-0937C

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: Vince Sandersfeld, Planning and Development Director
Rita Meade, Deputy Finance Director
Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 5/11/2022

Approved - 5/12/2022

Approved - 5/20/2022

Approved - 5/31/2022

Approved - 5/31/2022

Final Approval - 6/1/2022

AGREEMENT

THIS AGREEMENT is made 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 JOE PAYNE, INC., a Florida for profit corporation, 9629 Gretna Green Drive, Tampa, Florida 33626, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, pursuant to the CITY’s Purchasing Manual piggyback purchases are authorized when determined to be in the best interest of the CITY; and

WHEREAS, the CITY has determined that it is in its best interest to utilize the Contract for Building Plan Review and Inspection Services between Lake County, Florida and the CONTRACTOR, dated December 21, 2021, attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract” which was competitively solicited for and negotiated by Lake County, Florida through RFP# 21-0937C; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

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

SECTION 1. TERM.

The term of this Agreement shall be for an initial period beginning on the date of execution by the CITY and ending on December 21, 2022; however, may be extended for two additional, two (2) year periods pursuant to Section 4, Term of the Cooperative Contract.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Exhibit “A”** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

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

CITY: City of Mount Dora
Attn: City Manager
510 N. Baker Street
Mount Dora, Florida 32757

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803

CONTRACTOR: Joe Payne, Inc.
9629 Gretna Green Drive
Tampa, Florida 33626

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of any CITY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors

it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

B. CONTRACTOR agrees to comply with public records laws, specifically to:

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

SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

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

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement 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

JPI
Print: Joseph Payne
Title: President

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Joseph Payne, as Mayor, of 10, 2022, 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 FL DL P500-480-73-0710 as identification, and who did/did not take an oath this 16 day of May, 2022.

(stamp)



Danielle Marlar
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG950437
Expires 1/23/2024

NOTARY PUBLIC

Exhibit “A”
Cooperative Contract between
Lake County, Florida and
Joe Payne, Inc.

EXHIBIT A

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES RFP# 21-0937C

This is a contract between Lake County, Florida, a political subdivision of the State of Florida, referred to in this contract as COUNTY, and Joe Payne, Inc. a Florida for profit corporation, its successors and assigns, referred to in this contract as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #21-0937C seeking firms or individuals qualified to provide building plan review and inspections services for COUNTY; and

WHEREAS, CONSULTANT wants to perform such services subject to the terms of this contract; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

THEREFORE, the parties agree as follows:

1. The foregoing recitals are incorporated herein.
2. The purpose of this contract is for CONSULTANT to perform building, electrical, mechanical, plumbing, and fire safety inspections and plan review services as required by Chapter 533, Florida Statutes, hereinafter referred to as the "Service."
3. Scope of Professional Services. On the terms and conditions set forth in this contract, the COUNTY hereby engages the CONSULTANT to provide plans examiner and inspection services on an as needed and ongoing basis in accordance with the Scope of Services, attached and incorporated by reference as **Exhibit A** ("Service"). It is understood that the Scope of Services may be modified by change order, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.
4. Term. This contract will be for an initial one (1) year term with the option for two (2) subsequent (2) year renewals. Renewals are contingent upon mutual written agreement. The contract will commence upon the first day of the next calendar month after Board approval. This contract remains in effect until completion of the expressed and implied warranty periods.
5. Licenses and Permits. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONSULTANT will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this contract. CONSULTANT will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.
6. E-Verify. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONSULTANT during the term of this contract. The CONSULTANT shall include in all contracts with subcontractors and subconsultants performing work pursuant to any contract arising from this contract an express requirement that the subcontractors utilize the U.S. Department of

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937C

Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of this contract.

7. **Accuracy.** The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the Services furnished under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the Services provided in this contract. All work must be performed in accordance with good commercial practice.

8. **Payment.** The COUNTY shall pay and the CONSULTANT shall accept as full and complete payment for the timely and complete performance of its obligations under this contract as provided in the Pricing Sheet contained within **Exhibit B**, and not to exceed seventy five thousand fifty five dollars and zero cents (\$75,255.00) per year.

Any hourly rate quoted will be deemed to provide full compensation to the CONSULTANT for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

The CONSULTANT shall submit progress invoices to the Lake County Office of Building Services no more than thirty (30) days after performance of Service. All invoices must contain the solicitation number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided.

Service \$25,000 and Under: The COUNTY shall provide a lump sum payment when any Service task is completed by the CONSULTANT and approved by the COUNTY. The CONSULTANT shall submit a fully documented invoice that provides the basic information set forth in the invoice before the COUNTY provides payment. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments will be at the sole discretion of the COUNTY.

Service Greater than \$25,000: The CONSULTANT may receive periodic payments on a thirty (30) day interval for Service tasks completed during that period by the CONSULTANT and approved by the COUNTY. Retention of funds will be held in accordance with Florida Prompt Payment Act. The CONSULTANT shall submit a fully documented invoice that provides the basic information set forth below before the COUNTY provides payment.

The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate County using department. The COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

9. **Funding.** In the event any part of this contract or the Service, is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONSULTANT by the COUNTY upon request.

10. **County Responsibilities.** The COUNTY shall pay in accordance with the provisions set forth in this contract. The COUNTY retains the right to inspect all work to verify compliance with this contract.

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937C

Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

11. Contract Documents.

A. Definitions: For purposes of this contract, the term "contract documents" includes all bid documents, drawings, the Scope of Services, attachments to this contract, and provisions within this contract, along with any change orders or amendments to this contract. It is the intent of the contract documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Contract Documents: The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONSULTANT will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONSULTANT will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services. CONSULTANT will give the work the attention necessary to assure the scheduled progress and will cooperate with the COUNTY and with other CONSULTANTS on the job site. All work will be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

12. Consultant Personnel. In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the vendor must be able to promptly provide a qualified replacement. In the event the vendor wishes to substitute personnel, the vendor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written COUNTY approval. In the event the requested substitute person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel the contract for cause.

13. Changes in the Scope of Services.

A. The COUNTY may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this contract. If additional work or other changes are required, an offer will be requested from the CONSULTANT. Upon

negotiation of the offer, execution and receipt of the Change Order, the CONSULTANT shall commence performance of the work as specified.

B. The CONSULTANT shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the CONSULTANT performs additional work beyond the specific requirements of this contract without an executed Change Order, it shall be at the CONSULTANT'S own risk. The COUNTY assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

14. Claims and Disputes.

A. Claims by CONSULTANT will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

B. CONSULTANT will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONSULTANT will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONSULTANT will be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. CONSULTANT will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONSULTANT expressly acknowledges and agrees that CONSULTANT will receive no damages for delay. This provision will not preclude recovery or damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT will

be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

15. Waiver of Claims. CONSULTANT'S acceptance of final payment will constitute a full waiver of any and all claims by the CONSULTANT against the COUNTY arising out of the contract or otherwise related to the Service, except those previously made in writing and identified by CONSULTANT as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONSULTANT or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

16. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONSULTANT be discovered after the final payment has been made, to claim and recover from CONSULTANT by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

17. Termination. This contract may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service, or task hereunder is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience. In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be canceled, and CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this contract.

18. Assignment of Contract. This contract will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONSULTANT of liability and obligations under this contract and all transactions with the COUNTY must be through CONSULTANT. Additionally, unless otherwise stipulated herein, CONSULTANT will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this contract for default.

19. Insurance.

A. CONSULTANT will purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937C

CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of the contract. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000
- v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of 30 days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

I. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

20. Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees to indemnify, and hold the COUNTY and its agents, officers, commissioners, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees, subconsultants, or representatives, in the performance of the CONSULTANT's duties as set forth in this contract.

21. Risk of Loss. CONSULTANT assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONSULTANT, and until delivery to and acceptance of that property to the COUNTY. CONSULTANT will immediately repair, replace, or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONSULTANT or a third party.

23. Independent CONSULTANT. The CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. Additionally, the CONSULTANT, its employees, contractors, and

subconsultants at no time will be considered as an officer, employee or agent of the State of Florida, DEO, or FDOT. The CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it 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 contract and that it 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 contract.

24. Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this contract, CONSULTANT will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONSULTANT by the COUNTY pursuant to this contract.

25. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

26. Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person will have any such interest at any time during the term of this contract unless approved by the COUNTY.

27. Retaining Other Consultants. Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this contract. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a COUNTY representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor or to acquire the items through a separate solicitation.

28. Accuracy. During this contract, CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. CONSULTANT will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in resulting from the services provided herein.

29. Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit, by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The CONSULTANT shall maintain and retain all books, records, and documents pertaining to this contract in accordance with generally accepted accounting procedures and practices and upon request make them available to the COUNTY for five (5) complete calendar years following expiration of the contract or all requirements of the DEO Agreement are satisfied, whichever is longer. The CONSULTANT agrees to

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937C

provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONSULTANT.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONSULTANT in performance of any work under this contract.

CONSULTANT understands and agrees to comply with Section 20.055(5), Florida Statutes.

30. Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

31. Public Records

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 for by law.

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

C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

32. This contract is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie in Lake County, Florida.

33. Neither party may assign any rights or obligations under this contract to any other party unless specific written permission from the other party is obtained.

34. This contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

35. This contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

36. The failure of any party hereto at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this contract.

37. During the term of this contract the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937C

for employment. The CONSULTANT understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

38. The CONSULTANT will at all times comply with all Federal, State and local laws, rules and regulations.

39. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

40. With the consent of the CONSULTANT, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this contract is specific to a County department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

41. The CONSULTANT will act as the prime CONSULTANT for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

42. The invalidity or unenforceability of any particular provision of this contract will not affect the other provisions hereof, and this contract will be construed as if such invalid or unenforceable provisions were omitted.

43. This contract is intended by the parties hereto to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or contracts to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

44. Wherever provision is made in this contract for the giving, service or delivery of any notice, statement or other instrument, such notice will be in writing and will be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Joe Payne, Inc.
Joseph Payne, President
9629 Gretna Green Drive
Tampa, FL 33626

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937C

45. Scope of Contract. This contract is intended by the parties to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

This contract contains the following attachments, all of which are incorporated in this contract:

Exhibit A	Scope of Services
Exhibit B	Pricing Sheet

[SIGNATURE PAGE FOLLOWS.]

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937C

IN WITNESS WHEREOF, the parties have signed this contract through their authorized representative on the dates under each signature:

JOE PAYNE, INC.

By: Joseph Payne
Joseph Payne, President

This 15th day of November, 2021.

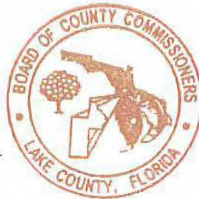
BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Sam M. Parks
Chairman

This 21st day of December, 2021

ATTEST:

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



Approved as to form and legality:

Melanie Marsh
Melanie Marsh, County Attorney

**Exhibit A
Scope of Services**

EXHIBIT A – SCOPE OF SERVICES

21-0937

Building Plan Review and Inspection Services (Not Engineering)

1. SCOPE OF SERVICES

This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended on any contracts resulting from this solicitation. Quantities are estimates only and not a guaranteed quantity to be expended under any resulting contract.

1.1. Background

The Lake County Office of Building Services is requesting proposals from qualified and experienced vendors to perform building, electrical, mechanical, plumbing, and fire safety inspections and plan review services as required by Chapter 553, Florida Statutes. The individuals performing the duties must be licensed or certified as required by Part XII, Chapter 468 Florida Statutes and Chapter 633, Florida Statutes.

1.2. Project Scope

Lake County desires to contract for Plans Examiner and Inspection services on an as needed and ongoing basis to perform commercial, residential and accessory structure plan reviews and residential and commercial building inspections (building, roofing, plumbing, gas, electric, mechanical HVAC, fire safety) for structures in which permits have been applied for or issued by the County. These services shall be utilized by developers, builders and citizens desiring or needing plan review and inspections. The County reserves the right to award to more than one vendor. The vendors will act as an as-needed independent contractor and not as an employee of the County.

1.3. Qualifications of Personnel

a. Plans Examiners

Each plans examiner must maintain a current, active Building, Electrical, Mechanical and Plumbing Plans Examiner License from the State of Florida, Department of Business and Profession Regulation, or be an Architect or Engineer that is registered with the State of Florida. The estimated annual need for these services is two hundred fifty (250) hours.

b. Inspectors

Each inspector must maintain a current, active license from the State of Florida, Department of Business and Professional Regulation in one or more of the following categories:

- 1 & 2 Family Dwelling Inspector License;
- Building Inspector License;
- Building plus One Trade (Electrical, Mechanical, or Plumbing) Inspector License;
- Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector License.

Or the inspectors may be an Architect or Engineer registered with the State of Florida.

The County will state in its request for service which type of inspector is required. Should the requested type of inspector not be available, and the vendor provides a higher licensed inspector, the County will be invoiced at the lower inspector rate. The estimated annual need for these services is one thousand (1,000) hours.

c. Fire Safety Plans Examiner and Inspector

Page 1 of 3

EXHIBIT A – SCOPE OF SERVICES

21-0937

Building Plan Review and Inspection Services (Not Engineering)

Each plans examiner and inspector must maintain current, active Fire Safety licenses certified by the Division of State Fire Marshal as required by Chapter 633, Florida Statutes.

The estimated annual need for these services is one hundred twenty-five (125) hours for fire safety plans examiner and one hundred twenty-five (125) hours for fire inspector.

1.4. Responsibilities of Vendor

- a. Review and process construction plans for issuance of building permits on an as-needed basis. Inspection and plans review services must include, but not be limited to building, roofing, mechanical (HVAC), plumbing, structural, electrical, fire safety, as well as providing all administrative documentation as required by the County.
- b. Inspect permitted construction within the County for compliance with the current Florida Building Code, National Electric Code, Florida Fire Prevention Code, County codes and ordinances and permitted plans and specifications.
- c. Prepare and deliver to Lake County written reports of inspections and investigations of complaints and other reports as may be reasonably requested by the County. High quality electronic copies are acceptable; file type must be compatible with Lake County. County inspection forms and processes must be used as well as entering information into the software used by the Building Services Division.
- d. Contact contractors, architects, engineers and citizens about construction projects, code questions and other concerns.
- e. Perform other duties related to or incidental to inspectors and plans reviewers' primary duties as described and that the County may from time to time assign. The duties and responsibilities may change from time to time. These duties may include, but not be limited to, Housing Standard Inspections.
- f. As workload expands it is expected that the workforce will be increased so that scheduled daily inspections are completed that day. As workload varies, it is expected that the vendor's workforce is adjusted in a like manner so that scheduled daily inspections are completed each day.
- g. Perform these duties during normal business hours of 7:30 AM to 5:30 PM, Monday through Friday, or as may be altered with mutual agreement.
- h. In the event of a hurricane/emergency, the vendor will provide emergency twenty-four (24) hour Building Code services to survey damage to structures.
- i. A representative of the vendor must attend one (1) monthly meeting to maintain consistency; attendance will be at no additional cost to the County.

1.5. Operational Procedures

The County will contact the vendor by email specifying the number of inspectors, plans examiners and the approximate hours or days that will be needed.

The vendor will be required to provide the requested inspection and plans review services within twenty-four (24) hours of receiving the email from the County requesting such services.

1.6. County Assistance to be Provided and Report Preparation

Page 2 of 3

EXHIBIT A – SCOPE OF SERVICES

21-0937

Building Plan Review and Inspection Services (Not Engineering)

- a. The County will provide office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier, fax machine, scanners, computers and county software during the term of contract. The individual or vendor will be responsible for its long-distance phone charges other than those related to County business, office supplies and other equipment necessary for the performance of its responsibilities.
- b. The County will provide permitting staff for the processing of applications and issuance of permits. County staff will collect all fees and maintain records associated with application, reviews, and inspections of permitted structures or activities.
- c. The County provides the zoning staff to perform plot plan review and issuance of zoning clearances.
- d. The County will retain all records and documents. The vendor is permitted to make and maintain duplicate copies of the files, record, and documents at their own expense; however, in no way will the confidentiality as permitted by applicable law be breached.
- e. Training and cost of training is the responsibility of the Vendor.

1.7. Special Conditions of Proposed Contract

a. Permits, Taxes, Licenses, Insurance

The vendor must, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to the contract.

b. Laws and Ordinances

The vendor must observe and comply with all Federal, State and Local laws, ordinances, rules, regulations and professional standards that would apply to the contract.

c. Selling, Transferring or Assigning of Contract

No contract awarded under these terms, conditions and specifications will be sold, transferred, or assigned without the written approval of the County.

d. Addition or Deletion of Services

The County may require additional services that may not be specifically listed in the RFP. The vendor agrees to provide such services and must provide the County with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this RFP. If the prices or contractual terms offered are not acceptable to the County and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items from other vendors.

e. Continuity of Inspections

For each discipline (building, plumbing, electrical, fire safety, or mechanical HVAC), there will be no more than two (2) individual inspectors providing inspections for each project.

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CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES. RFP# 21-0937C

**Exhibit B
Pricing Sheet**

ATTACHMENT 2 - REVISED PRICING SHEET

21-0937

Building Plan Review Inspection Services

ITEM #	ITEM DESCRIPTION	HOURLY RATE	DAILY RATE
1	Plans Reviewer	\$69.35	\$554.80
2	Plans Review by A/E	\$69.35	\$554.80
3	1&2 Family Dwelling Inspector	\$69.35	\$554.80
4	Building Inspector	\$69.35	\$554.80
5	Building Plus One Trade Inspector	\$69.35	\$554.80
6	Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector	\$69.35	\$554.80
7	Inspections by A/E	\$69.35	\$554.80
8	Fire Plans Reviewer Services	\$110.00	\$880.00
9	Fire Inspector	\$100.00	\$800.00

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.



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

DATE: June 7, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Meeting Minutes

- May 17, 2022 City Council Regular Session Minutes
- May 17, 2022 CRA Governing Board Minutes
- May 17, 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. May 17, 2022 City Council Regular Session Minutes_DRAFT
2. May 17, 2022 CRA Governing Board Minutes_DRAFT
3. May 17, 2022 Northeast CRA Governing Board Minutes_DRAFT

Prepared by: Jeanann Hand, Deputy City Clerk

Reviewed by: Jessica Burnham, City Clerk

Final Approval - 6/1/2022

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



**May 17, 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 Chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

Councilmember Rolfson 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
Jeanann Hand, Deputy City Clerk

PUBLIC COMMENTS

Mayor Stile opened Public Comment.

Michell Middleton, 100 East Fourth Avenue, had questions regarding the underground utility installation for Royelleu. The City Manager offered to speak with her in more detail after the meeting to provide further information.

Janet Gamache, 1004 North Rossiter Street, provided an update on the Mount Dora Center for the Arts.

Joe Lewis, 148 Charles Avenue, commented on the April 25th City Council Work Session, and expressed concern regarding the City's strategy for lakefront development.

Mayor Stile closed Public Comment.

APPROVAL OF AGENDA

Vice-mayor Crail requested Consent Item number one be moved to Action Items.

Mayor Stile requested Consent Item number eight be moved to Action Items.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH THE STATED CHANGES; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Interlocal Agreement Between Lake County, Florida, Lake County Sheriff and City of Mount Dora, Florida for Animal Control Services
**This item was moved to Action Item 3.*
2. Request Approval of Amendment 1 to the Agreement Between the City of Mount Dora and Bellmore Enterprises Incorporated Related to Underground Duct-Line Installation
3. Request Approval of Task Order #4 Authorizing Underground Conduit Installation for the Royellou Electric Conversion Project
4. Request Approval of Internal Transfers to Electric Department for Installation of Site Electrical Infrastructure at Future Fire Station 35
5. Request Approval of Second Amended Task Authorization and Construction Change Order to Add One (1) Covered Pavilion to Palm Island Park Canoe & Kayak Launch Project
6. Request Approval to Purchase Furniture for Fire Station 35
7. Request Approval of Resolution No. 2022-33, Amended Economic Development Incentive Program for Business Utility Security Deposit Waiver
8. Request Approval of Resolution No. 2022-37, Revised CDBG Application
**This item was moved to Action Item 4.*
9. Request Approval of Resolution No. 2022-38, Florida Department of State General Program Support Grant Application
10. Request Approval of Resolution No. 2022-31, Florida Department of State Historical Resources Grant Application - Archives Project Assistant
11. Request Approval of Meeting Minutes
 - a. April 25, 2022 City Council Work Session Minutes
 - b. May 3, 2022 Regular City Council Minutes

ACTION ITEMS

1. Request Approval of Resolution No. 2022-25, Mid-year Budget Amendments for Fiscal Year 2021-22

City Attorney Sutphen read Resolution 2022-25, Mid-year Budget Amendments for Fiscal Year 2021-22 by title only. City Budget Director Aneta Barton explained the purpose of the Budget Amendments.

Mayor Stile opened Public Comment.

No one spoke.

Mayor Stile closed Public Comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION NO. 2022-25, MID-YEAR BUDGET AMENDMENTS FOR FISCAL YEAR 2021-22; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION WAS APPROVED BY A ROLL CALL VOTE.

YES

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

NO

None

2. Request Approval of Resolution No. 2022-32, Urban Forestry Committee

City Attorney Sutphen read Resolution 2022-32, Urban Forestry Committee, by title only. City Manager Comiskey explained the purpose of the Committee. Councilmembers discussed the proposed requirements for consideration for membership on the committee; which City departments would be involved and how their duties would be coordinated; and the processes for permit applications, appeals, and other related procedures related to the Committee. Councilmembers made suggestions for changes they would like and requested the City Attorney bring back a revised resolution at a future meeting.

Mayor Stile opened Public Comment.

No one spoke.

Mayor Stile closed Public Comment.

Further discussion of this item will continue at a subsequent City Council meeting, as will the revisiting of additional proposed specifications for already-existing City boards and committees.

3. Request Approval of Interlocal Agreement Between Lake County, Florida, Lake County Sheriff, and City of Mount Dora, Florida for Animal Control Service.

****This item was moved from Consent Agenda item number one to Action Item three.***

Mount Dora Police Chief Brett Meade explained the reasons the City wished to enter into this agreement. Discussion took place regarding the reassignment of enforcement duties to Lake County, without the City suffering any decrease in the level of service. Chief Meade informed Council to expect a proposed ordinance to repeal current City enforcement provisions and adoption of Lake County provisions.

Mayor Stile opened Public Comment.

Faith Weaver, 1518 Jefferson Drive, inquired about the handling of pests in her neighborhood. Chief Meade explained the delay.

Mayor Stile closed Public Comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY FLORIDA, LAKE COUNTY SHERIFF, AND THE CITY OF MOUNT DORA FOR ANIMAL CONTROL SERVICES; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION WAS APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Rolfson Councilmember Cataldo Councilmember Guenther Councilmember Walker Councilmember Bryant Vice-mayor Crail Mayor Stile
NO	None

4. Request approval of Resolution No. 2022-37, Revised CDBG Application

****This item was moved from Consent Agenda item number one to Action Item four.***

City Attorney Sutphen read Resolution No. 2022-37, Revised Community Development Block Grant (CDBG) Application by title only.

Deputy Planning Director Adam Sumner described the reasons for the grant application, and stated the deadline for application is the end of May. Mr. Sumner would be attending a meeting later in the week and expected to learn further information at that time.

Mayor Stile opened Public Comment.

Faith Weaver, 1518 Jefferson Drive, asked how this would benefit East Town. She objected to the requirement that the requester hold a bank account in order to be considered for assistance. Mayor Stile explained the grant funding would help provide affordable housing for the North East. Mr. Sumner described the reasons for the requirement and made it known the City offers help to anyone who needs aid in fulfilling this or other requirements.

Mayor Stile closed Public Comment.

MOTION BY COUNCILMEMBER WALKER TO APPROVE RESOLUTION 2022-37, REVISED CDBG APPLICATION; COUNCILMEMBER BRYANT SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Walker Councilmember Bryant Councilmember Cataldo Councilmember Rolfson Councilmember Guenther Vice-mayor Crail Mayor Stile
NO	None

Mayor Stile called the meeting to recess at 7:20 P.M.

Mayor Stile called the meeting back to order at 7:30 P.M.

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval of First Reading of Ordinance No. 2022-08, Pertaining to Charter Amendment for Building Height Limitation

City Attorney Sutphen read Ordinance No. 2022-08, Pertaining to Charter Amendment for Building Height Limitation, by title only.

City Planning Director Vince Sandersfeld presented the building height survey results. The survey closed on May 13th and there were 153 respondents. The businesses participating in the survey were located in the commercial district. Opinion was nearly even on either side. The language of the attached ordinance has been updated to provide clarification of the

impact district boundaries as suggested at the May 3rd Council meeting. Discussion took place regarding appurtenances.

Mayor Stile opened Public Comment.

Joe Lewis, 148 Charles Avenue, voiced his concern that the City is rushing its examination of this issue in order to meet deadlines to place it on the November ballot. He cautioned the City to ensure all stakeholders are involved as decisions are made.

Mayor Stile closed Public Comment.

Discussion ensued regarding the appropriateness of addressing building heights in the City Charter, the pacing of this issue, the impact of including it on the November ballot, and the importance of educating voters.

MOTION BY COUNCILMEMBER BRYANT TO APPROVE THE FIRST READING OF ORDINANCE NO. 2022-08, PERTAINING TO CHARTER AMENDMENT FOR BUILDING HEIGHT LIMITATION; COUNCILMEMBER CATALDO SECONDED THE MOTION. THE MOTION WAS APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Walker Councilmember Cataldo Councilmember Bryant Vice-mayor Crail Mayor Stile
NO	Councilmember Rolfson Councilmember Guenther

CITY MANAGER'S REPORT

1. Lobbyist Update

City Manager Comiskey pointed out the May 3rd Lobbyist Report attached to this agenda.

He also provided updates on the proposed traffic signal at Lakes of Mount Dora, the reclaimed water supply, and upcoming budget workshops.

He reiterated that agenda items may be moved with no difficulty from Consent to other sections of the agenda.

Councilmember Rolfson delivered a legislative update.

CITY ATTORNEY'S REPORT

City Attorney Sutphen informed regarding the schedule for the 2022 election.

COMMUNICATIONS AND REPORTS

1. Councilmember John Cataldo
No report.
2. Councilmember Austin Guenther
Councilmember Guenther mentioned a citizen asked him about the bmx trail near Forres Park.
3. Councilmember Cal Rolfson
No report.
4. Councilmember Nate Walker
Councilmember Walker announced a Town Hall Meeting to discuss Cauley Lott Park.
5. Councilmember Doug Bryant
No report.
6. Vice-Mayor Marc Crail
Vice-mayor Crail thanked staff for their attention to the traffic signal issue.
7. Mayor Crissy Stile
Mayor Stile thanked those who attended State of the City on May 5th. She encouraged viewing the video from the event on the City website. She congratulated those graduating from Mount Dora Christian Academy and Mount Dora High School.

FUTURE MEETING DATES

1. June 7, 2022, 6:00 PM, Regular Session
2. June 21, 2022, 6:00 PM, Regular Session
3. July 5, 2022, 6:00 PM, Regular Session
4. July 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 8:14 P.M.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND
Deputy City Clerk

Building Height Impact District Survey

- Question Summaries

153

Total Responses

Date Created: Wednesday, April 20, 2022

Complete Responses: 153

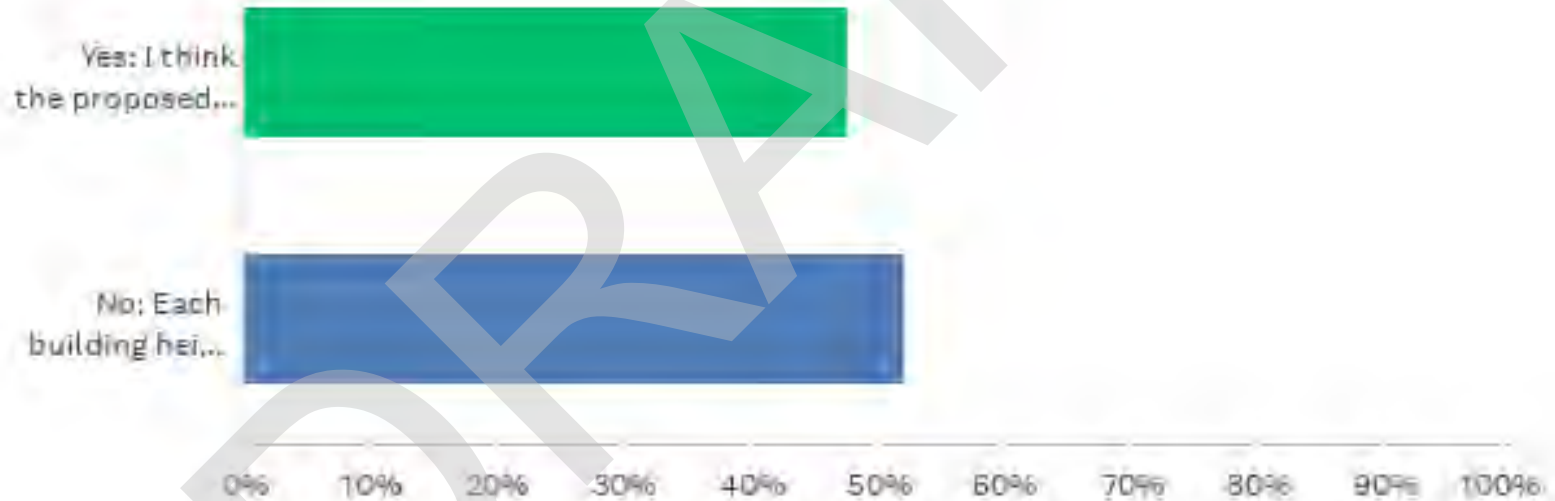
Q1: Do the proposed restrictions on building height help maintain Mount Dora’s architectural uniqueness, historic character, and protect existing neighborhoods and views?

Answered: 153 Skipped: 0

ANSWER CHOICES	RESPONSES	
Yes: I think the proposed restrictions will help protect Mount Dora's architectural uniqueness, historic character, and protect existing neighborhoods and views.	47.71%	73
No: Each building height case should be evaluated on a case-by-case basis.	52.29%	80
TOTAL		153

Q1: Do the proposed restrictions on building height help maintain Mount Dora's architectural uniqueness, historic character, and protect existing neighborhoods and views?

Answered: 153 Skipped: 0



Q2: Based on your answer above please rate from Strongly Agree (5) to Strongly Disagree (1)

Answered: 153 Skipped: 0

ANSWER CHOICES	RESPONSES	
1. Strongly Disagree	8.50%	13
2. Disagree	1.96%	3
3. Neutral	5.88%	9
4. Agree	20.26%	31
5. Strongly Agree	63.40%	97
TOTAL		153

Q2: Based on your answer above please rate from Strongly Agree (5) to Strongly Disagree (1)

Answered: 153 Skipped: 0



Q3: Do the proposed restrictions on building height allow variety and creativity of architectural design?

Answered: 153 Skipped: 0

ANSWER CHOICES	RESPONSES	
Yes	50.98%	78
No	49.02%	75
TOTAL		153

Q3: Do the proposed restrictions on building height allow variety and creativity of architectural design?

Answered: 153 Skipped: 0



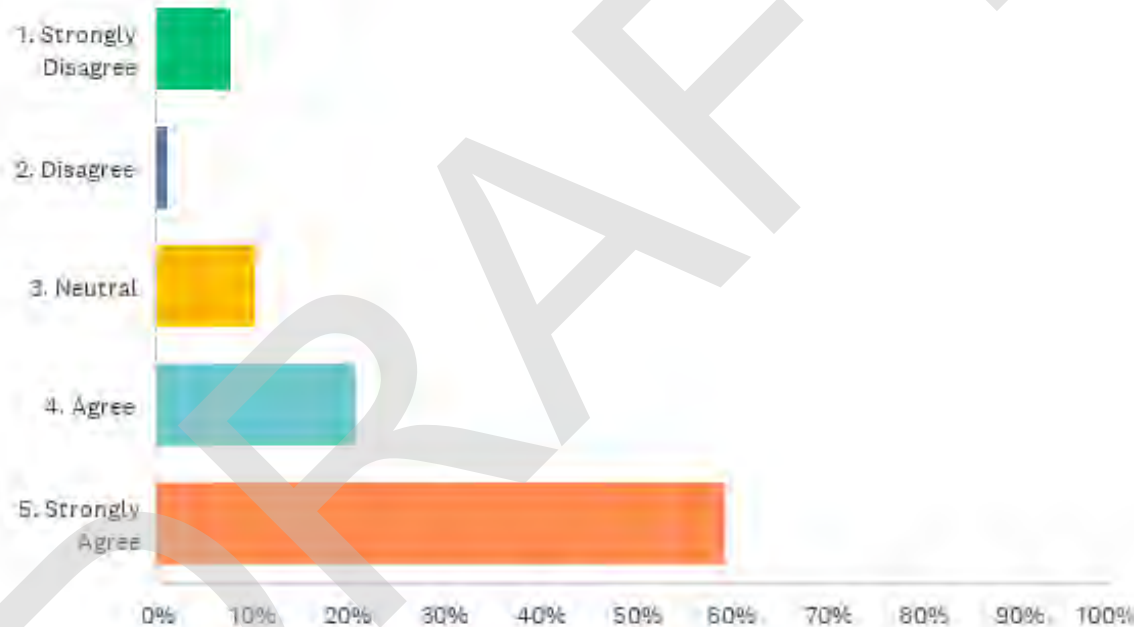
Q4: Based on your answer above please rate from Strongly Agree (5) to Strongly Disagree (1)

Answered: 153 Skipped: 0

ANSWER CHOICES	RESPONSES	
1. Strongly Disagree	7.84%	12
2. Disagree	1.31%	2
3. Neutral	10.46%	16
4. Agree	20.92%	32
5. Strongly Agree	59.48%	91
TOTAL		153

Q4: Based on your answer above please rate from Strongly Agree (5) to Strongly Disagree (1)

Answered: 153 Skipped: 0



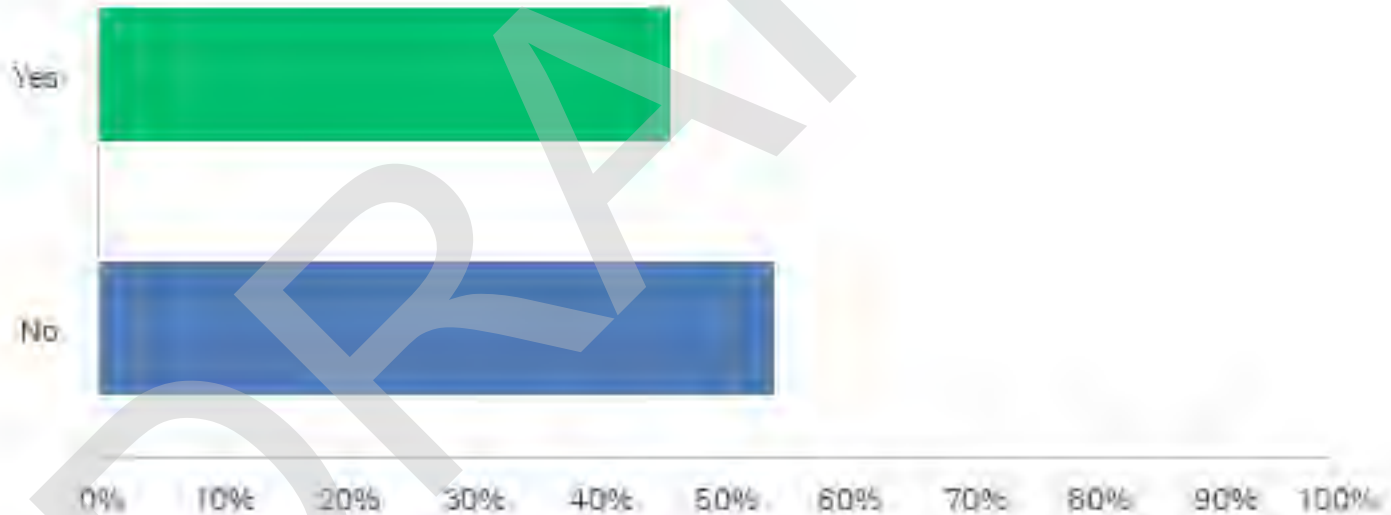
Q5: Do you believe the proposed restrictions on building height adversely impact architectural designs, land values and economic development in downtown Mount Dora?

Answered: 153 Skipped: 0

ANSWER CHOICES	RESPONSES
Yes	45.75% 70
No	54.25% 83
TOTAL	153

Q5: Do you believe the proposed restrictions on building height adversely impact architectural designs, land values and economic development in downtown Mount Dora?

Answered: 153 Skipped: 0



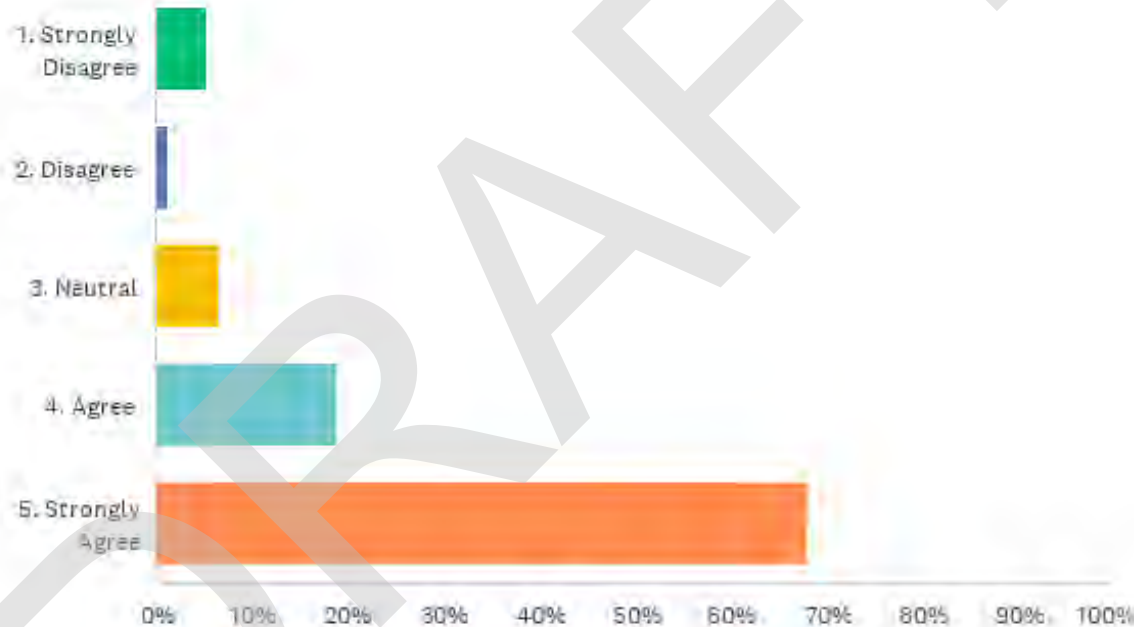
Q6: Based on your answer above please rate from Strongly Agree (5) to Strongly Disagree (1)

Answered: 153 Skipped: 0

ANSWER CHOICES	RESPONSES	
1. Strongly Disagree	5.23%	8
2. Disagree	1.31%	2
3. Neutral	6.54%	10
4. Agree	18.95%	29
5. Strongly Agree	67.97%	104
TOTAL		153

Q6: Based on your answer above please rate from Strongly Agree (5) to Strongly Disagree (1)

Answered: 153 Skipped: 0



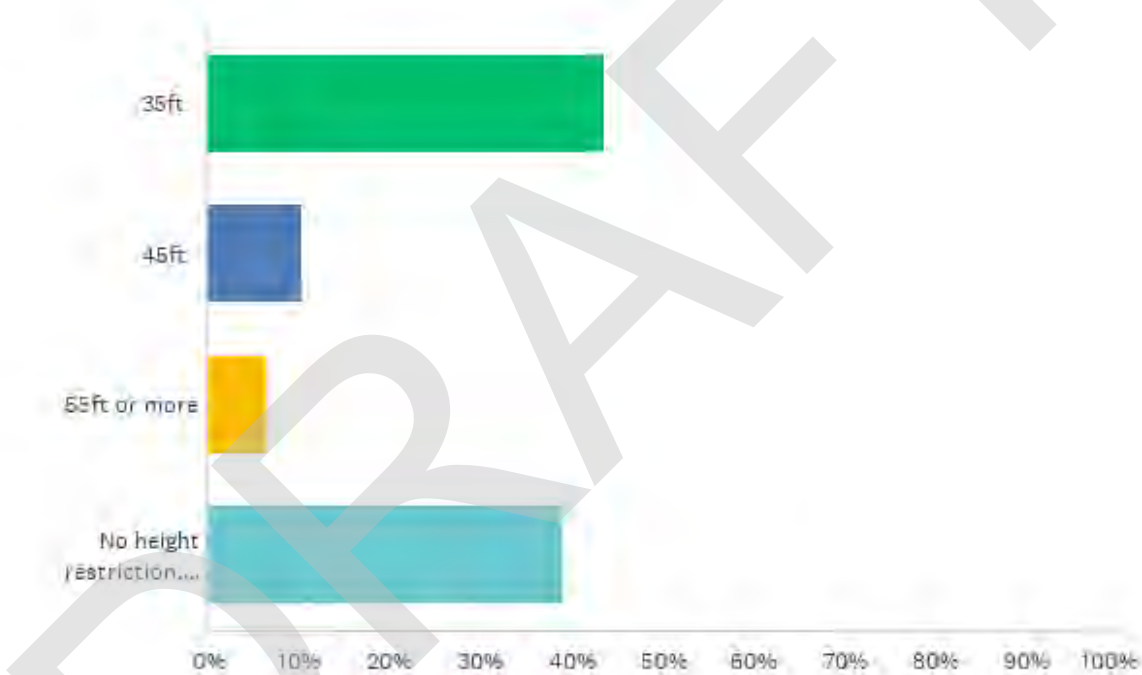
Q7: What height do you feel is appropriate for buildings in the downtown area?

Answered: 153 Skipped: 0

ANSWER CHOICES	RESPONSES	
35ft	43.79%	67
45ft	10.46%	16
55ft or more	6.54%	10
No height restriction. Evaluate on a case-by-case basis.	39.22%	60
TOTAL		153

Q7: What height do you feel is appropriate for buildings in the downtown area?

Answered: 153 Skipped: 0



Q8: Prior to this survey were you aware the City already has a land development code that limits building heights by zoning districts?

Answered: 153 Skipped: 0

ANSWER CHOICES	RESPONSES	
Yes	92.81%	142
No	7.19%	11
TOTAL		153

Q8: Prior to this survey were you aware the City already has a land development code that limits building heights by zoning districts?

Answered: 153 Skipped: 0



Q9: Are you a:

Answered: 153 Skipped: 0

ANSWER CHOICES	RESPONSES	
Resident of the Historic Preservation District of the City of Mount Dora	28.76%	44
Resident of Mount Dora living outside the Historic Preservation District	24.84%	38
Business owner of a business located in the Historic Preservation District of Mount Dora	30.07%	46
Employee of a business in the Historic Preservation District of Mount Dora	10.46%	16
Other (please specify)	5.88%	9
TOTAL		153

Q9: Are you a:

Answered: 153 Skipped: 0



NEXT STEPS



► Budget Workshops

- Fire Assessment and CIP - June 13th - 10:00 am
- Enterprise & Internal Service Funds - June 27th - 10:00 am
- Governmental Funds - July 25th - 10:00 am
- Final Budget Workshop - August 29th - 10:00 am

► Meeting for Action Items

- Set Maximum Millage - July 19th - Regular Council Meeting 6 pm

► Public Hearings

- Fire Assessment September 6th - 6:00 pm
- 1st Tuesday September 6th - 6:00 pm
- 2nd Tuesday September 20th - 6:00 pm

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



**May 17, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called the CRA Governing Board Session of City Council to order at 8:12 P.M. in the Mount Dora Council Chamber.

ACTION ITEMS

1. Request Approval of Resolution No. 2022-26, CRA Budget Amendment to Fiscal Year 2021-2022 Budget

City Attorney Sherry Sutphen read Resolution No. 2022-26, CRA Budget Amendment to Fiscal Year 2021-2022 Budget by title only. CRA Administrator Adam Sumner explained the purpose of the amendment, which accommodates the budget amendment adopted at City Council Regular Session held previously that evening.

Chairperson Stile opened public comment.

No one spoke.

Chairperson Stile closed public comment.

MOTION BY BOARDMEMBER GUENTHER TO APPROVE RESOLUTION NO. 2022-26, CRA BUDGET AMENDMENT TO FISCAL YEAR 2021-22 BUDGET; VICE-CHAIR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Boardmember Guenther Vice-chair Crail Boardmember Cataldo Boardmember Rolfson Boardmember Walker Boardmember Bryant Chairperson Stile
NO	None

ADJOURNMENT

MOTION BY BOARDMEMBER GUENTHER TO ADJOURN; BOARDMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 8:14 P.M.

CRISSY STILE
Chairperson

JEANANN HAND
Deputy City Clerk

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



**May 17, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called the Regular Session of Northeast CRA Governing Board to order at 8:14 P.M. in the Mount Dora Council Chamber.

ACTION ITEMS

1. Request Approval of Resolution No. 2022-27, Northeast CRA Budget Amendment to Fiscal Year 2021-2022 Budget

City Attorney Sherry Sutphen read Resolution No. 2022-27, Northeast CRA Budget Amendment to Fiscal Year 2021-2022 Budget by title only. Northeast CRA Administrator Adam Sumner explained the purpose of the amendment, which accommodates the budget amendment adopted at the evening's previous City Council Regular Session.

Chairperson Stile opened public comment.

Faith Weaver, 1518 Jefferson Drive, questioned the routing of checks received from homeowners.

Chairperson Stile closed public comment.

MOTION BY BOARDMEMBER GUENTHER TO APPROVE RESOLUTION NO. 2022-27, NORTHEAST CRA BUDGET AMENDMENT TO FISCAL YEAR 2021-22 BUDGET; BOARDMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Boardmember Guenther
 Boardmember Walker
 Boardmember Cataldo
 Boardmember Rolfson
 Boardmember Bryant
 Vice-chair Crail
 Chairpereson Stile

NO None

2. Request Approval of Resolution No. 2022-36, Program Modification to the Home Repair Grant Program

City Attorney Sherry Sutphen read Resolution No. 2022, Program Modification to the Home Repair Grant Program by title only.

Northeast CRA Administrator Adam Sumner explained the purpose of the modification, which would increase the City's grant match, a necessity due to rising costs.

Mr. Sumner clarified payment methods, banking requirements, and related processes.

Chairperson Stile opened public comment.

No one spoke.

Chairperson Stile closed public comment.

Mr. Sumner confirmed a bank account is a requirement in order to receive grant funds and the grant agreement for each grant is associated with the owner of each property.

MOTION BY BOARDMEMBER WALKER TO APPROVE RESOLUTION NO. 2022-36, PROGRAM MODIFICATION TO THE HOME REPAIR GRANT PROGRAM; BOARDMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Boardmember Walker Boardmember Rolfson Boardmember Cataldo Boardmember Guenther Boardmember Bryant Vice-chair Crail Chairperson Stile
NO	None

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 8:24 P.M.

CRISSY STILE, CHAIRPERSON
City of Mount Dora

JEANANN HAND
Deputy City Clerk



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

DATE: June 7, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Resolution No. 2022-34, Requesting City support for modifications to the Lake-Sumter MPO's 2022 List of Priority Projects (LOPP)

Introduction:

This is a request for City Council to approve Resolution No. 2022-34, requesting City support for modifications to the Lake-Sumter MPO's 2022 List of Priority Projects (LOPP).

Discussion:

The Lake-Sumter Metropolitan Planning Organization (MPO) annually reviews and updates the "List of Prioritized Projects" (LOPP). Each local government has the opportunity to submit candidate project(s) for consideration and placement on the combined top 20 project list. Through previous discussions, and most recently at the May 3, 2022 City Council meeting, Council Member Rolfson, 1st Vice Chair of the MPO Governing Board representing Mount Dora, discussed opportunities for the SR 44 widening project and other City roadways with regional support.

This action addresses two specific roadway projects: 1) Support for the Vista Ridge Drive/Wolf Branch Innovation Boulevard (5 miles); and 2) Support the re-assigning the priority of SR 44 roadway widening improvements (2 miles) in the upcoming LOPP.

On February 16, 2016, City Council approved Resolution No. 2016-09 (Attachment 1) for support of the Wolf Branch Innovation Boulevard (3 miles). This roadway was later discussed through several studies of Vista Ridge Drive (2 miles) to provide a full collector type roadway. Attachment 2 is a copy of Resolution No. 2021-135 approved on December 21, 2021, to designate the full corridor (5 miles). Further in 2022, Lake County also submitted a request for design funding for the western portion of Vista Ridge Drive from Niles Road to Round Lake Road.

There have been recent discussions about the need to advance the four (4) lane improvements of

SR 44 from US 441 to SR 44/CR 44B intersection due to increased traffic congestion. Both projects are included in the City's planning documents for the Wolf Branch Innovation District and the City's comprehensive plan.

The process of preparing the consolidated recommended list of projects allows for review of the draft list by the MPO committees and then the MPO governing Board for final review and approval at their June meeting. City and County staff have suggested combining the two Vista Ridge Drive/Innovation Boulevard funding requests for \$1.5 Million be placed on the project list **AND** moving up the priority of SR 44's four (4) lane improvements on the final adopted LOPP list.

With the description of the roadway corridors provided, the City believes the region would greatly benefit from the City's and County's request for the Lake-Sumter Metropolitan Planning Organization's annually adopted regional List of Priority Projects (LOPP) list to be amended to reflect the following modifications:

1. Vista Ridge Drive/Wolf Branch Innovation Boulevard – The City submitted a funding request for a preliminary engineering design report study from Round Lake Road to CR 437. Prior to this request, the County submitted a funding request for the design from Niles Road to Round Lake Road. The City is recommending these two requests be combined and funding recommended for \$1.5 M.; and
2. SR 44 – 4-lane road widening improvement from US 441 to the SR 44/CR 44B intersection. Due to this area experiencing extreme traffic congestion, the City is recommending this project and associated funding be moved up to a higher priority on the list.

Projects on the LOPP list are included in the FDOT District 5 work program, making them eligible for federal and state funding based on availability.

Budget Impact:

There is no budgetary impact on the City by making this request. The City submitted a funding request to the MPO in the amount of \$500,000 for a preliminary engineering design report study for the Vista Ridge Drive/Wolf Branch Innovation Boulevard road corridor.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.1. Develop Wolf Branch Innovation District (WBID)

1.1.1. Continue implementing Wolf Branch Master Plan

GOAL 2: Infrastructure / Public Safety

GOAL 3: Fiscal Resources / Human Resources

Objective 3.1. Identify and seek funding sources

Recommendation:

City Council approve Resolution No. 2022-34, Requesting City support for modification to the Lake Sumter MPO's 2022 List of Priority Projects (LOPP).

Attachment(s):

1. Attachment 1 Resolution 2016-09 Wolf Branch Innov Blvd Dated 2-16-2016
2. Attachment 2 Resolution 2021-135 Vista Ridge Innovation Blvd Dated 12-21-2021
3. Resolution 2022-34 - MPO.LOPP2022.SGS

Prepared by:	Misty Sommer, Economic Development Manager	
Reviewed by:	Tim Wilson, Economic Development Director	Approved - 5/18/2022
	Vince Sandersfeld, Planning and Development Director	Approved - 5/18/2022
	GEORGE MAREK,	Approved - 5/18/2022
	Rita Meade, Deputy Finance Director	Approved - 5/18/2022
	Sherry Sutphen, City Attorney	Approved - 5/20/2022
	Jessica Burnham, City Clerk	Approved - 5/31/2022
	Jeanann Hand, Deputy City Clerk	Approved - 5/31/2022
	Patrick Comiskey, City Manager	Final Approval - 6/1/2022

RESOLUTION NO. 2016-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FL EXPRESSING SUPPORT FOR THE PLANNED WOLF BRANCH INNOVATION BOULEVARD CORRIDOR OF THE WOLF BRANCH INNOVATION DISTRICT; AND PROVIDE SUPPORT FOR INCLUSION WITHIN LAKE-SUMTER METROPOLITAN ORGANIZATION (MPO) PROJECT PRIORITIZATION LIST.

WHEREAS, transportation is vital to our health, safety and welfare, and adequate and properly managed transportation corridors are essential to our economy and quality of life; and

WHEREAS, the City is committed to seek additional improvements to enhance the effectiveness of regional transportations systems consistent with the City and County adopted Comprehensive Plan; and

WHEREAS, the Florida Department of Transportation has requested a Resolution from the City of Mount Dora in support of the Wolf Branch Innovation Boulevard and include said planned corridor within the prioritization list of the Lake-Sumter Metropolitan Organization (MPO); and

WHEREAS, the City of Mount Dora supports the Wolf Branch Innovation Boulevard corridor as a planned roadway facility within the Wolf Branch Innovation District; and

WHEREAS, the Innovation Boulevard corridor will enhance trip distribution, associated capacity improvements, and provide economic development opportunities in East Lake County and the Central Florida region.

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

SECTION I. The recitals set forth above are hereby adopted as findings of the City Council of the City of Mount Dora.

SECTION II. The City of Mount Dora hereby expresses its full support of the Wolf Branch Innovation Boulevard corridor within the Wolf Branch Innovation District; and includes the planned roadway improvement within the MPO prioritization list.

SECTION III. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND RESOLVED this 16th day of February, 2016, by the City Council of the City of Mount Dora, Florida.

ATTACHMENT #1

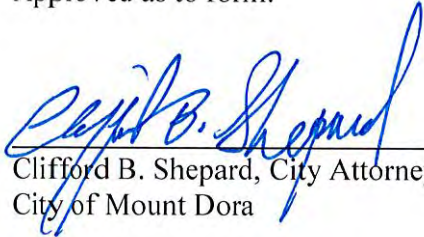
Resolution No. 2016-10

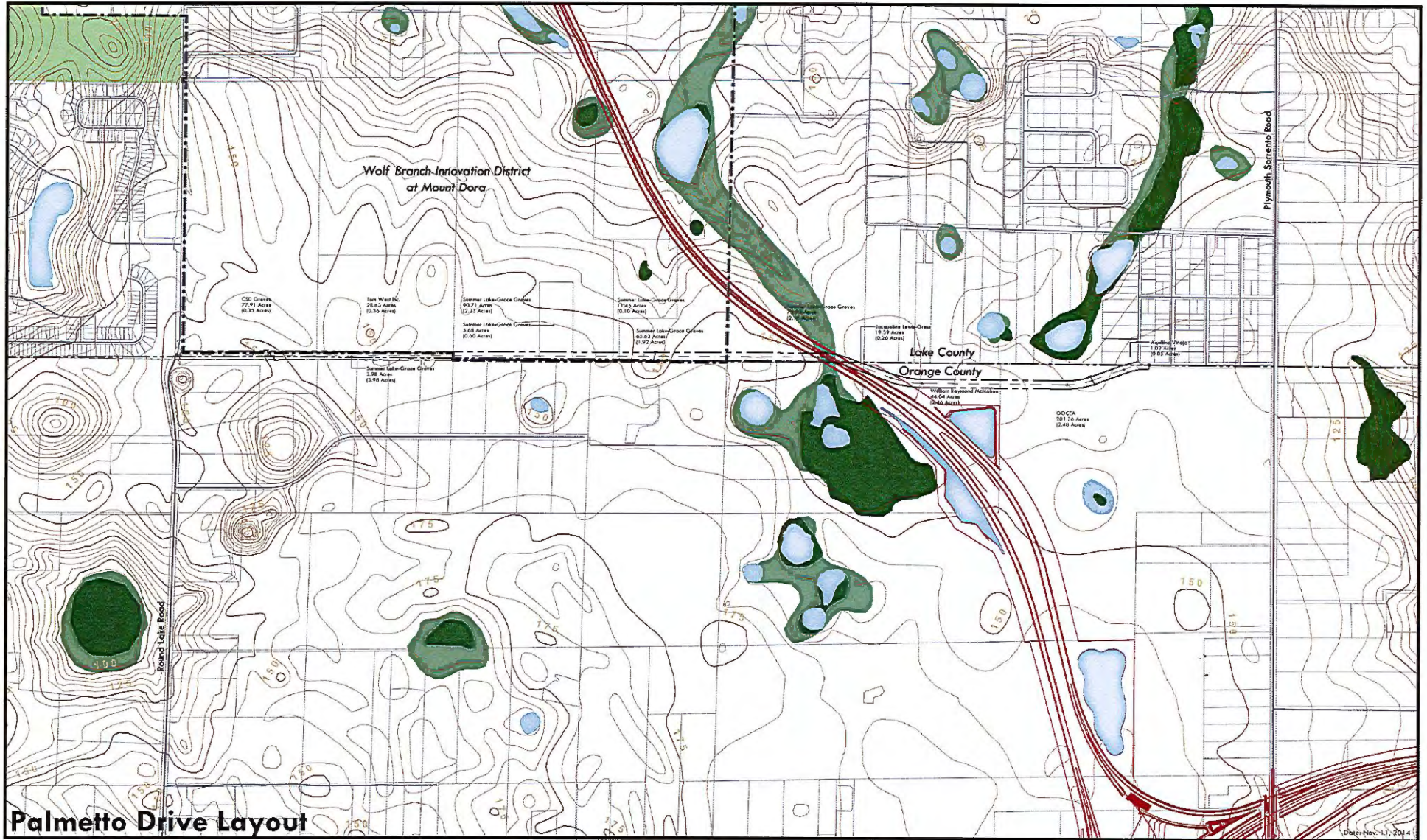
Attest:

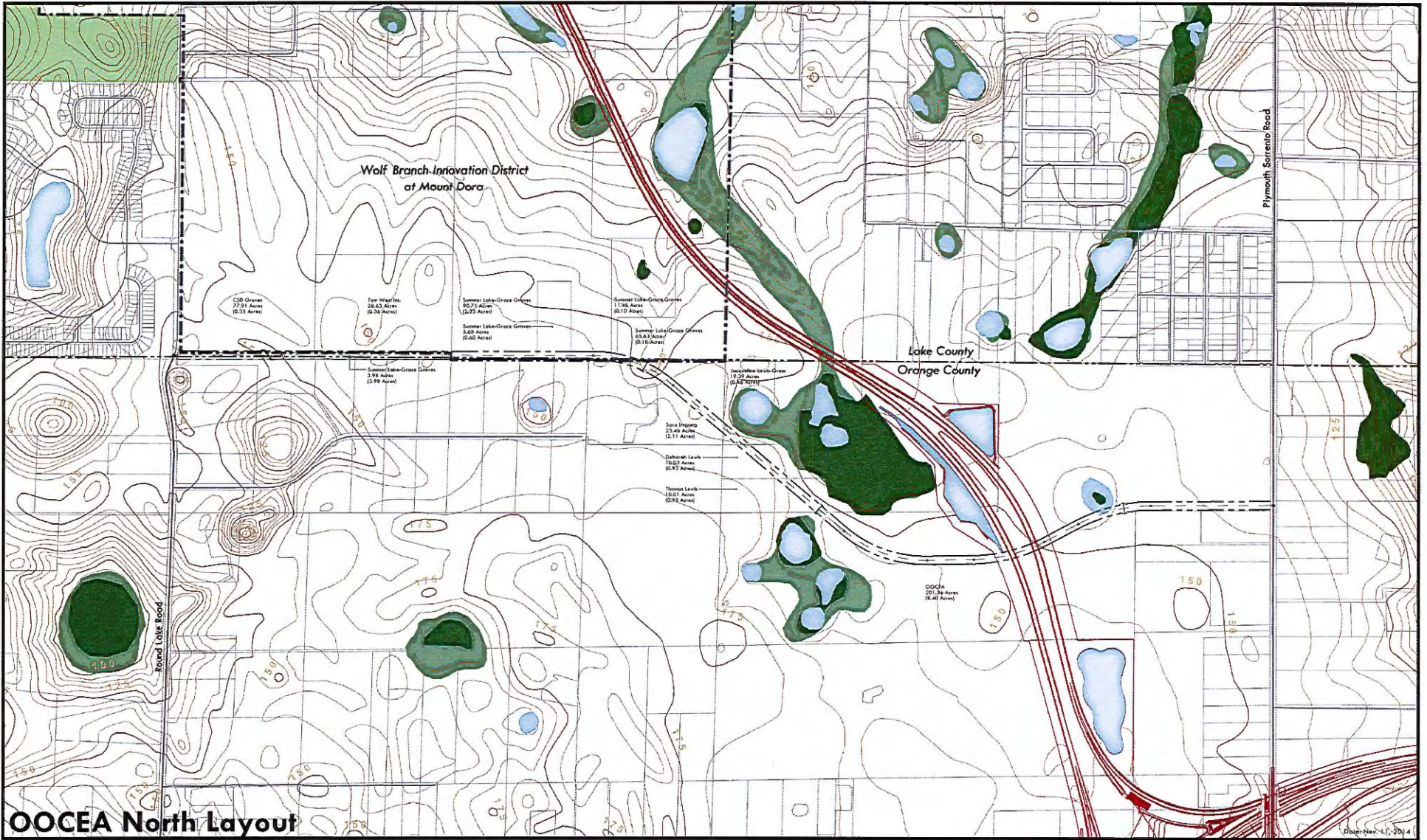

Gwen Johns, City Clerk
City of Mount Dora


Nick Girone, Mayor
City of Mount Dora

Approved as to form:

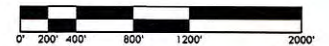

Clifford B. Shepard, City Attorney
City of Mount Dora

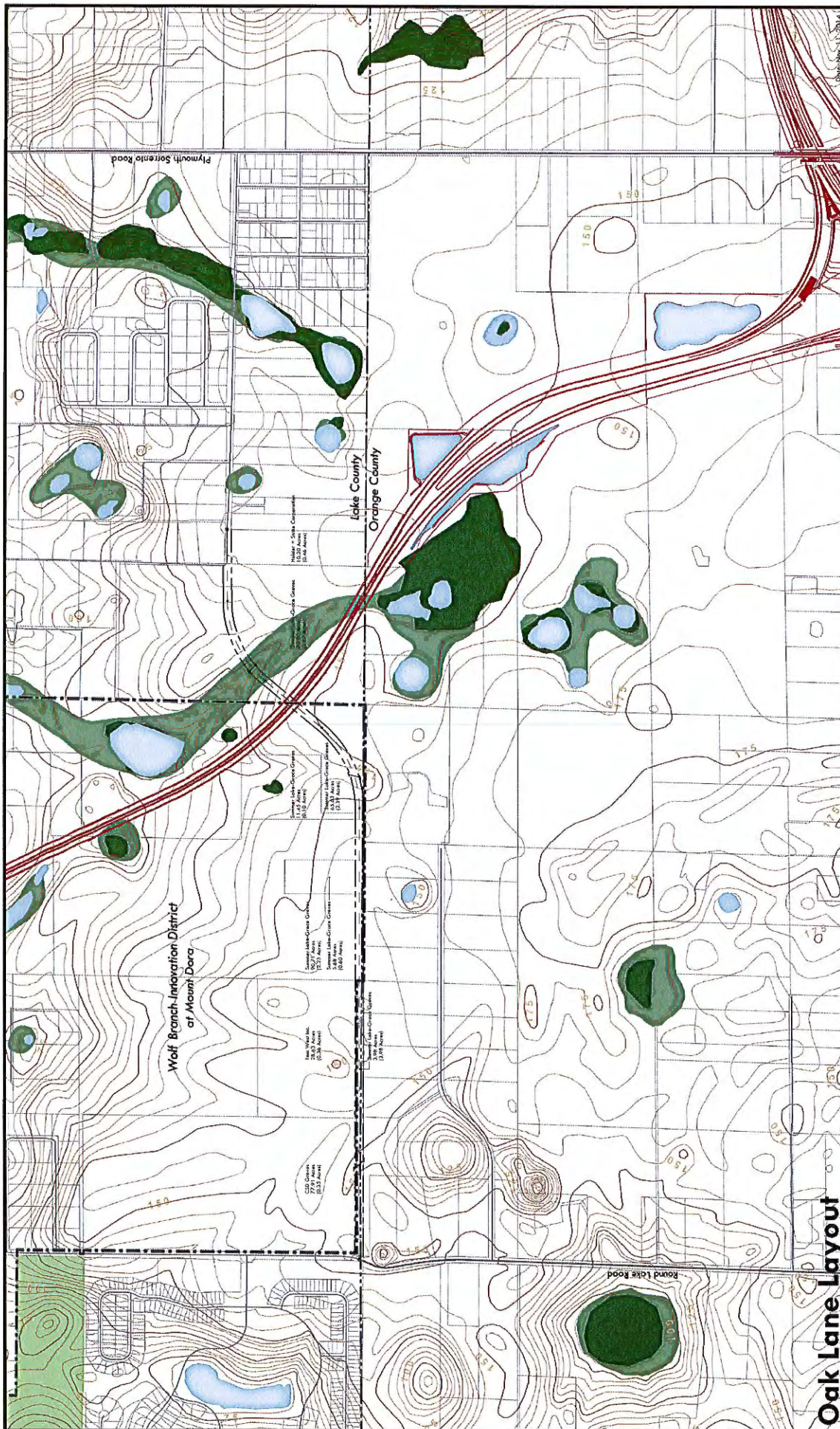




OOCEA North Layout

Wolf Branch Innovation District at Mount Dora
Southern Connector Road





RESOLUTION NO. 2021-135

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE DESIGNATION OF VISTA RIDGE DRIVE AND INNOVATION BOULEVARD AS CITY COLLECTOR ROADWAYS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REQUEST FOR CITY COLLECTOR ROADWAY DESIGNATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE AND PROVIDING DIRECTIONS TO THE CITY CLERK.

WHEREAS, properly managed transportation corridors are vital to the health, safety, welfare and quality of life of the citizens of and visitors to the City of Mount Dora; and

WHEREAS, the City has committed to the Wolf Branch Innovation District (WBID) Implementation Plan, including the need to improve and enhance ease of movement throughout the area; and

WHEREAS, the WBID Implementation Plan contains a recommended secondary roadway network to further this objective; and

WHEREAS, Vista Ridge Drive and Innovation Boulevard are part of this secondary roadway network in the WBID and are planned to be wholly within the jurisdictional limits of the City of Mount Dora; and

WHEREAS, in order to improve area roadway access management and qualify for impact fee assistance and incentives, it is imperative that such roadways be designated as "City Collector Roadways"; and

WHEREAS, the City has determined that it is in its best interest to request that Lake County so designate Vista Ridge Drive and Innovation Boulevard as "City Collector Roadways".

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 City Collector Roadway Designation.

A. The City of Mount Dora hereby requests that Lake County, Florida designate Vista Ridge Drive as a City Collector Roadway and recognize the same as qualifying for impact fee assistance and incentives.

B. The City of Mount Dora hereby requests that Lake County, Florida designate Innovation Boulevard as a City Collector Roadway and recognize the same as qualifying for impact fee assistance as incentives.

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 designation of City Collector Roadways, 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.

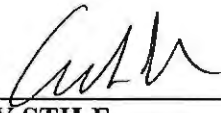
SECTION 7. Severability. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

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

SECTION 9. Directions to City Clerk. The City Clerk shall transmit a certified copy of this Resolution to the County Administrator of Lake County on behalf of the Lake County Board of County Commissioners.

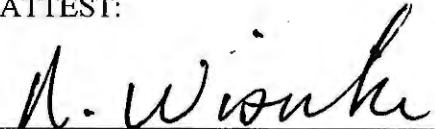
Signatures on Following Page

PASSED AND ADOPTED this 21st day of December, 2021.



CRISSY STILE
MAYOR of the City of Mount Dora, Florida

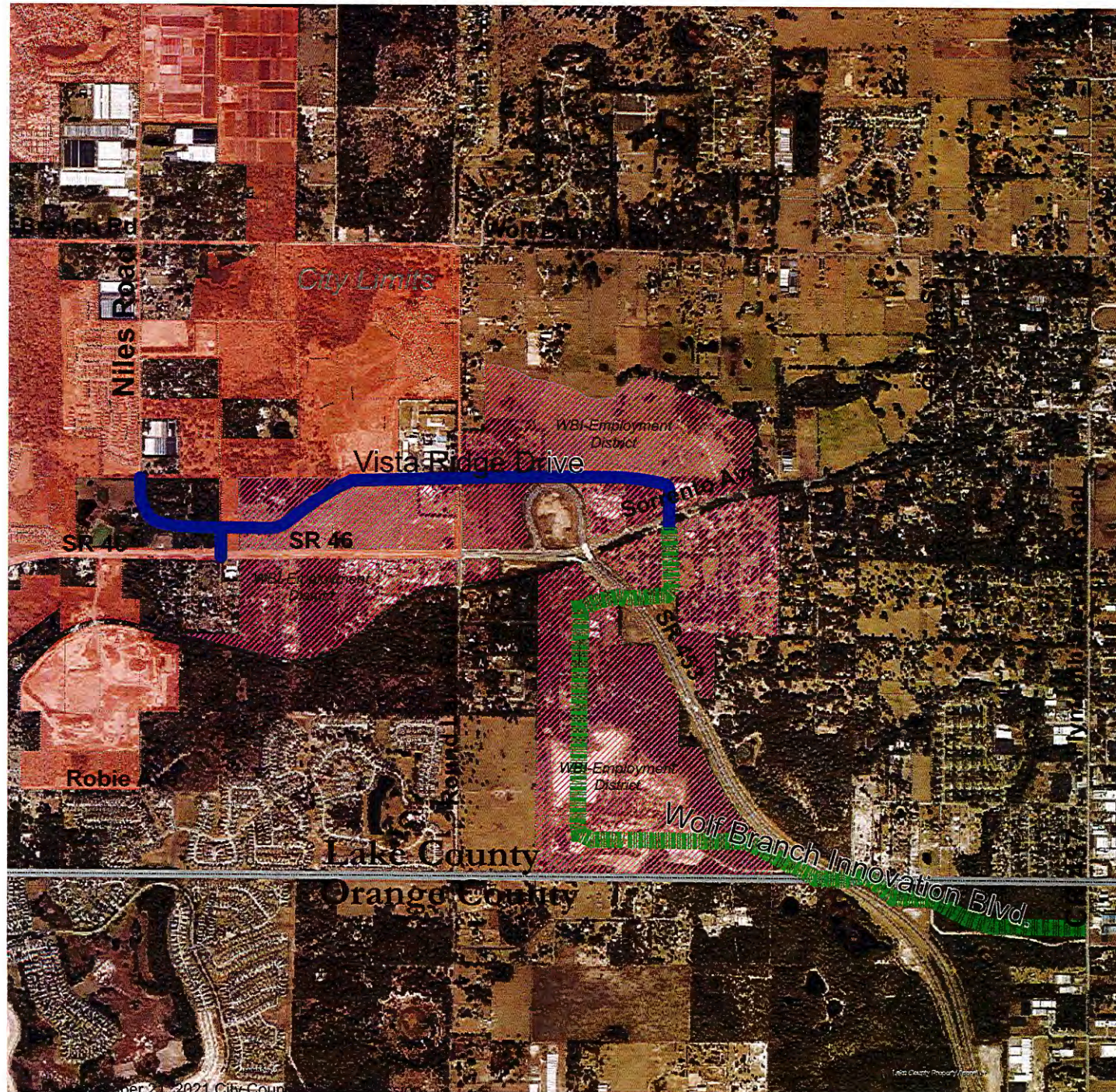
ATTEST:


for JESSICA BURNHAM
CITY CLERK

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



Sherry G. Sulphen
City Attorney



Planned Corridors Collector Roadway

Legend

- City Limits
- WBI District

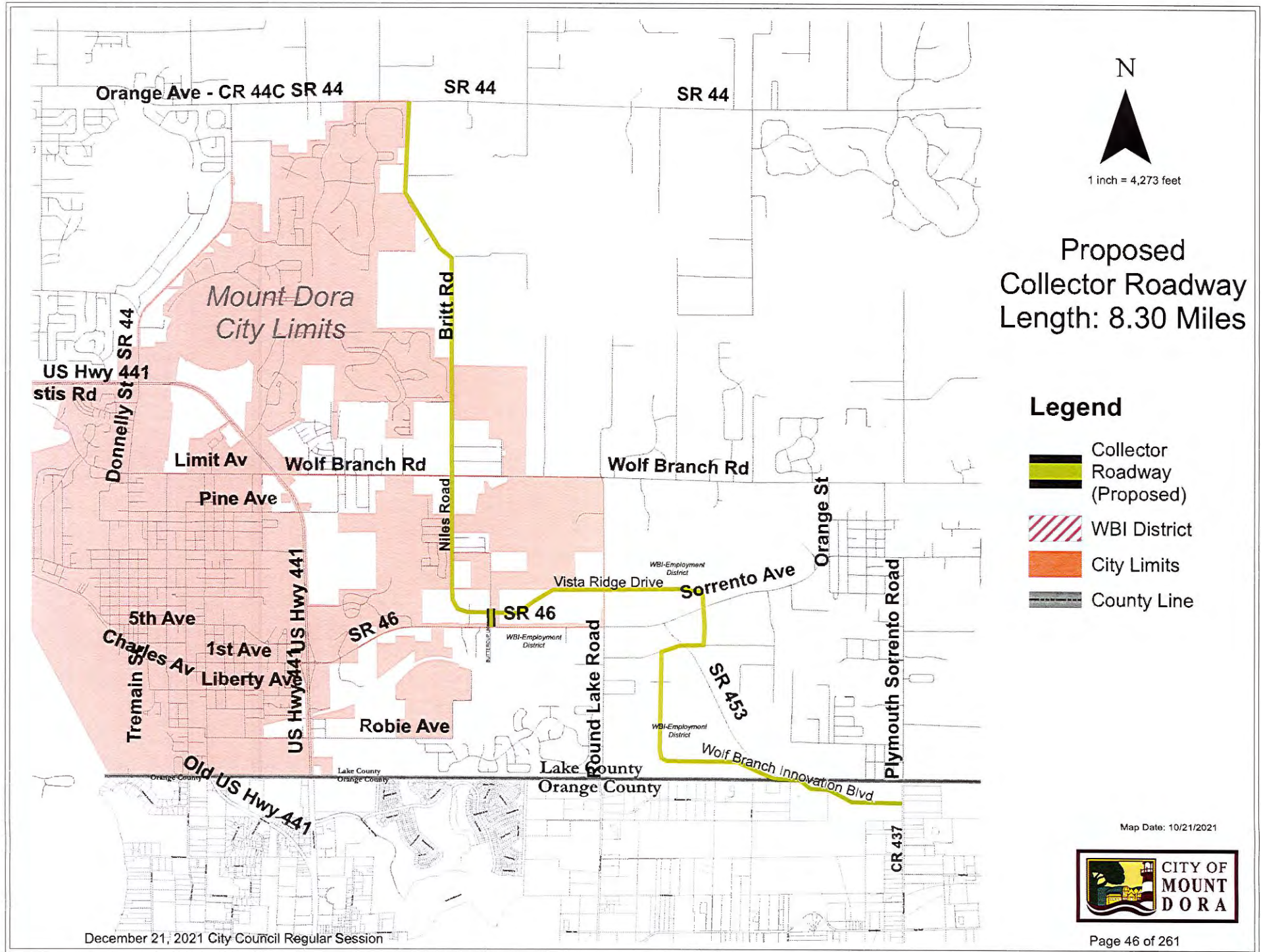
Concept Corridor Alignments

- Vista Ridge Drive
(2 Miles)
- Wolf Branch
Innovation Blvd.
(3 Miles)

Map Date: 10/21/2021



Page 45 of 261



RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION LIST OF PRIORITY PROJECTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PROJECT SUPPORT; 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, proper planning of transportation activities in the City of Mount Dora is vital to the health, safety and welfare of the public; and

WHEREAS, adequate and properly managed transportation corridors are essential to the economy and quality of life in Mount Dora; and

WHEREAS, improving and enhancing the effectiveness of the regional transportation system and pedestrian improvements is consistent with both the City of Mount Dora Comprehensive Plan and the Lake County Comprehensive Plan; and

WHEREAS, the Lake-Sumter Metropolitan Planning Organization develops and adopts a regional "List of Priority Projects" (LOPP) on an annual basis; and

WHEREAS, on December 21, 2021, the City adopted Resolution No. 2021-135, requesting that Lake County designate Vista Ridge Drive and Innovation Boulevard as City Collector Roadways, providing support to the Wolf Branch Innovation District corridor; and

WHEREAS, the City supports the inclusion of the Vista Ridge Drive and Innovation Boulevard corridor project within the prioritization list of the Lake-Sumter Metropolitan Planning Organization; and

WHEREAS, the City of Mount Dora also supports inclusion of the SR 44 four-lane road widening improvement from US 441 to the SR 44/CR 44 B intersection project within the prioritization list of the Lake-Sumter Metropolitan Planning Organization.

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. Project Support. The City of Mount Dora hereby supports inclusion of the following projects on the Lake-Sumter Metropolitan Planning Organization List of Priority Projects to meet its goal of developing a comprehensive transportation system within the City of Mount Dora which safely, conveniently and efficiently serves the needs of the traveling public while protecting established neighborhoods and retaining the character of the City:

- A. The Vista Ridge Drive design from Niles Road to Round Lake Road and preliminary engineering design report for Vista Ridge Drive/Innovation Boulevard from Round Lake Road to CR 437 (See map attached as **Exhibit “A”**).
- B. SR 44 – four-lane expansion from US 441 to SR44/CR44 B Intersection (See map attached as **Exhibit “B”**).

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions and execute said lease agreements 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 support for projects to be included on the Lake-Sumter Metropolitan Planning Organization List of Priority Projects, 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.

Signatures on Following Page

PASSED AND ADOPTED this ____ day of June, 2022.

CRISSY STILE
MAYOR of the City of Mount Dora

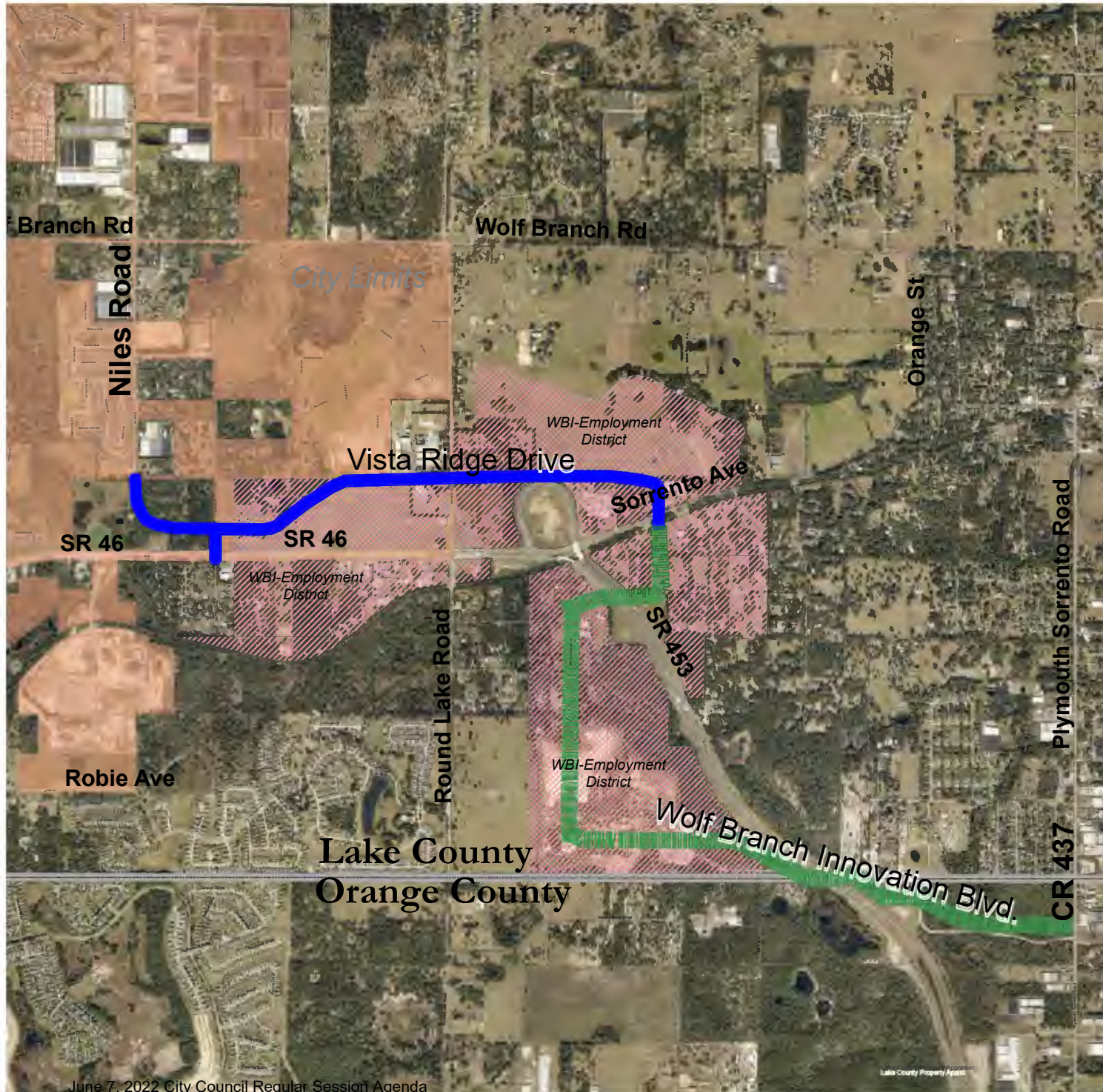
ATTEST:

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"



N



1 inch = 2,398 feet

Planned Corridors Collector Roadway

Legend

- City Limits
- WBI District

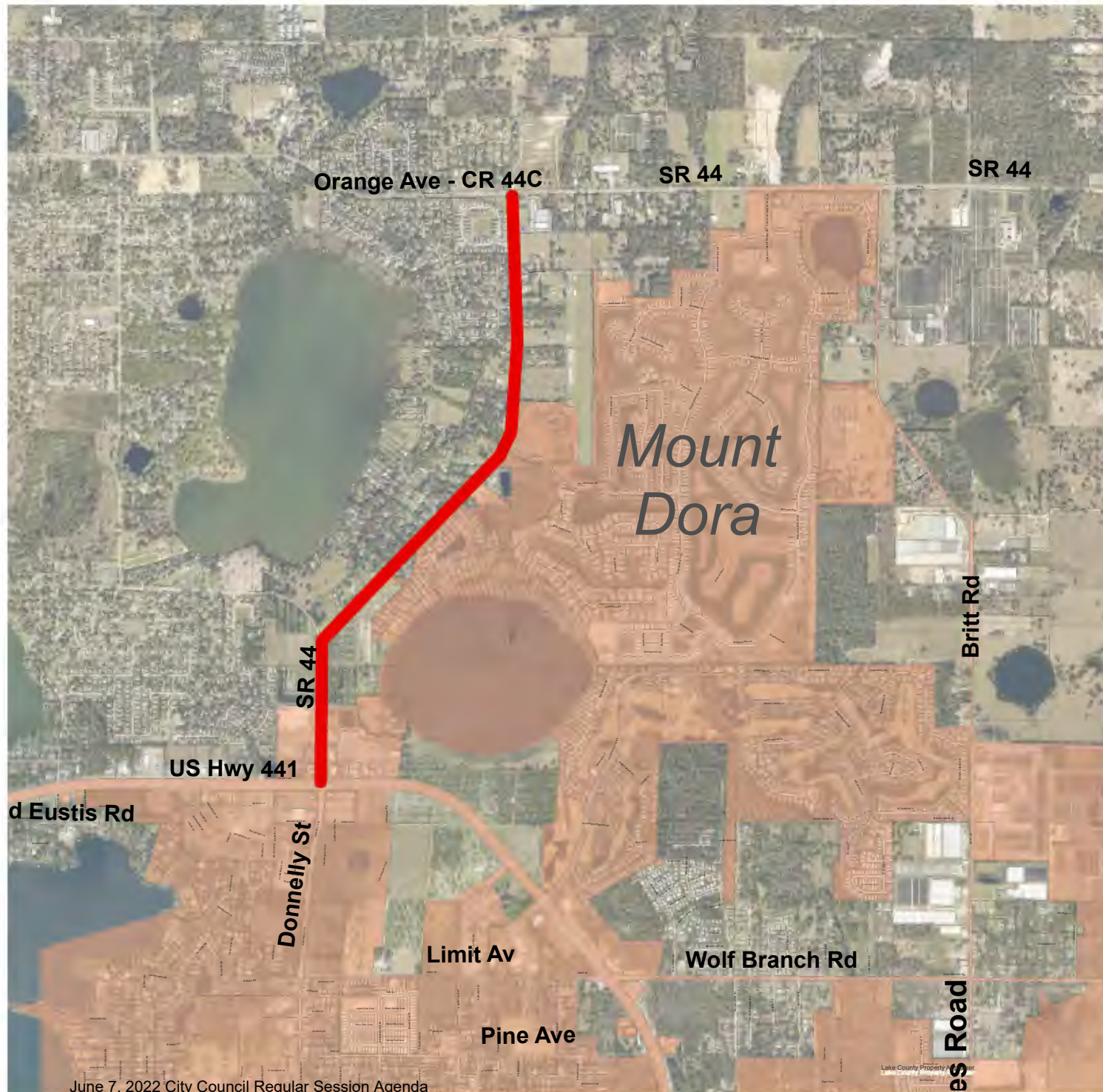
Concept Corridor Alignments

- Vista Ridge Drive
(2 Miles)
- Wolf Branch
Innovation Blvd.
(3 Miles)

Map Date: 10/21/2021



EXHIBIT "B"



1 inch = 2,398 feet

Proposed Roadway Map SR 44 (2.092 Miles)

Legend

 City Limits

Map Date: 5/6/2022



Page 95 of 180



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

DATE: June 7, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Resolution No. 2022-19, Preliminary Plat for Villages of Loch Leven Parcel 1

Introduction:

This is a request for City Council to approve Resolution No. 2022-09.

Call Up Item
Mayor Asks Attorney to Read Resolution
City Manager Background
Applicant Comments
Public Hearing
Discussion
Council Action

Discussion:

Further project descriptions and design elements are contained in Attachment #1 (Preliminary Plat Summary Report). The applicant is requesting Preliminary Plat approval for the Villages of Loch Leven townhome project with a maximum of 125 units. There are a total of 23 townhome buildings. The project was recently approved and zoned as a Planned Unit Development (PUD). The townhome lots are a minimum of 22 feet by 105 feet in lot length. Townhomes will be two-stories and not exceed 35 feet in building height. As a condition of the PUD Master Plan, a two (2) acre park site will be dedicated to the City. Future parking site improvements are forthcoming pending budget and funding.

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 April 20, 2022, recommended approval (Vote 7-0) of conditions of the Villages of Loch Leven Parcel 1 Preliminary Plat.

- The Development Review Committee (DRC) on March 30, 2022, recommended approval with conditions of the Preliminary Plat request for Villages of Loch Leven Parcel 1.

Note: The conditions listed in Exhibit B of Resolution No. 2022-09 are Land Development Code items to be addressed prior to submittal of the Final Construction Plan.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the Preliminary Plat action.

Strategic Impact:

Development plans 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 approve Resolution No. 2022-09, Preliminary Plat for Villages of Loch Leven Parcel 1.

Attachment(s):

1. Attachment 1 Preliminary Plat Summary Report (ADA)
2. Resolution 2022-19 Prel Plat Villages of Loch Leven.SGS
3. Exhibit A Preliminary Plat
4. Exhibit B Preliminary Plat Conditions

Prepared by: Vince Sandersfeld, Planning and Development Director

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

Approved - 5/25/2022
Approved - 5/31/2022
Approved - 5/31/2022
Final Approval - 6/1/2022



**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

**PRELIMINARY PLAT SUMMARY REPORT
VILLAAGES OF LOCH LEVEN PARCEL 1**

Report Date:

June 7, 2022

Reference/Support:

Section 4.2.3 of the City's *Land Development Code*

Ordinance No. 2022-02 PUD Amendment adopted on 2-1-2022

Background:

SITE SUMMARY:

Owner: RGC Ventures, LLC – Ryan Campbell
 Applicant: Park Square Enterprises, LLC – Suresh K. Gupta
 Park Square Enterprises, LLC – Daniel Arnette
 Engineer: Poulos & Bennett, LLC – Darin A. Lockwood, P.E.
 Existing Use: Vacant Land
 Proposed Use: 23 Townhome Buildings
 125 Units
 Future Land Use: Medium Density Residential (maximum 6 dwelling units/acre)
 Zoning: PUD

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Urban Low	Agriculture	Single Family Dwellings
South	City	Medium Density	R-1A	Single Family Dwellings
East	City	Medium Density	PUD	Lancaster at Loch Leven
East	County	Public Facilities	Agriculture	Airport
West	County	Urban Low	R-1	Single Family Dwellings

Analysis:

The applicant is requesting Preliminary Plat approval for the Villages of Loch Leven townhome project with a maximum 125 units. There are a total of 23 townhome buildings. The project was recently approved and zoned as a Planned Unit Development (PUD). The townhome lots are a minimum 22 feet with width by 105 feet lot length. Townhomes will be two-stories and not exceed 35 feet building height.

The PUD Master Plan identified the townhomes as Parcel 1, located on the north side of Meadenhall Boulevard. Future development for the remaining 1.30 acres was included in the PUD that was set aside for optional commercial or multifamily located on the south side of Meadenhall Boulevard. No approval included with the Preliminary Plat for Parcel 2.

Villages of Loch Leven Parcel 1 Preliminary Plat Summary Report

Page 2

The main ingress/egress to the site will be off Meadenhall Boulevard via SR 44 with secondary access located on the north side of the community off SR 44. The internal roadway includes to main loop streets with rear-loaded garages facing alleyways. Each units is required a minimum two parking spaces. In the applicant has proposed on-street parking for visitor/guest parking spaces.

A stormwater pond is proposed on the south section of the project along Meadenhall Boulevard with a second stormwater pond adjacent to the eastern property line. These stormwater ponds will assist for on-site drainage and stromwater management.

The project is also dedicating 2.01 acres to the City as a public park. The City's Parks and Recreation Master Plan has identified this area of Mount Dora as potential neighborhood (passive type) park opportunities.

The typical plan review steps are as follows: The Preliminary Plat Planning and Zoning Commission (PZC) recommendations are forwarded to the City Council for consideration. Once the Preliminary Plat has been approved, this authorizes the applicant to file the Final Construction Plan and Plat. These final plans and plat are reviewed by the Development Review Committee (DRC) for consistency with the Preliminary Plat, Land Development Code, and the platting requirements pursuant to Florida Statutes. Once DRC accepts the Final Plan/Plat this allows the applicant to begin the site infrastructure work through the issuance of a Site Development Permit and other agency permits.

Notifications:

JPA Notice to Lake County: February 28, 2022 and again on April 15, 2022

VICINITY MAP

Legend



City Limits

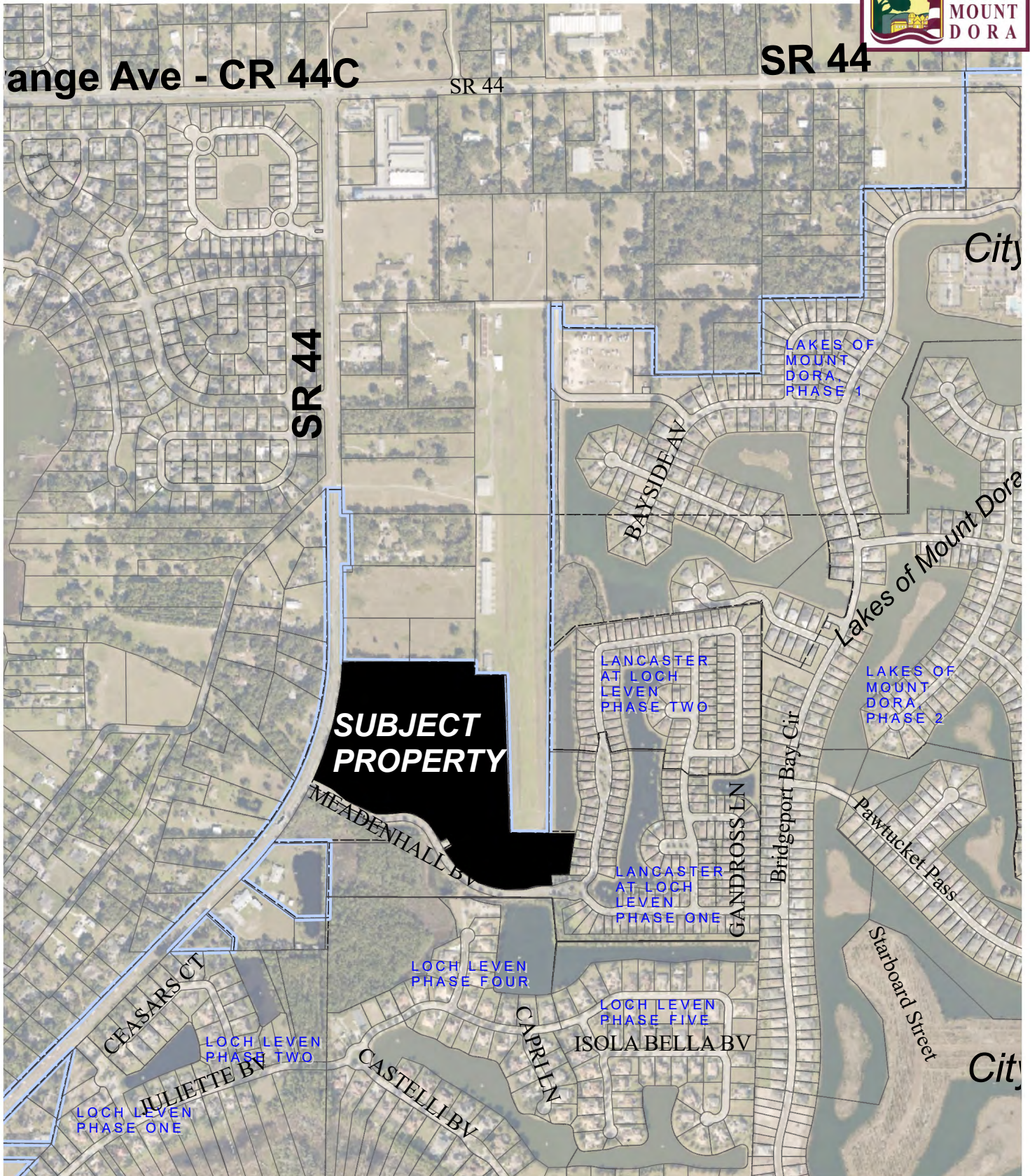
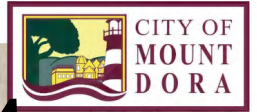


Subject Property

N



N.T.S.





3 - 4 Beds | 2.5 - 3.5 Baths | 2 Car Garage

REARLOAD
TOWNHOMES



Tyler	Jackson	Grant	Jackson	Grant	Monroe
-------	---------	-------	---------	-------	--------



Tyler	Jackson	Grant	Jackson	Grant	Monroe
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Tyler	Jackson	Grant	Jackson	Grant	Monroe
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SIGNAL WARRANT ANALYSIS SR 44 & Meadenhall Boulevard

Lake County requested that a signal warrant analysis be conducted at the intersection of SR 44 and Meadenhall Boulevard in conjunction with the proposed Loch Leven development. Loch Leven is a 131-unit townhouse project to be located in the northeast corner of SR 44 and Meadenhall Boulevard in Mount Dora, Florida. The development's primary access will be on SR 44, but it will also have a secondary access on Meadenhall Boulevard. **Figure 1** depicts the site plan layout and the access configuration.

The signal warrant analysis was conducted as per the procedures of the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways as documented herein.

Existing Conditions

Meadenhall Boulevard is a two-lane roadway with a daily traffic volume of 1,500 vehicles and a posted speed of 25 mph. It intersects SR 44 from the east forming a "T" intersection under stop control. SR 44 is a two-lane roadway with a daily traffic volume of 19,100 vehicles and a posted speed of 45 mph. Meadenhall Boulevard has a two lane approach to the intersection, a right turn lane and a left turn lane. SR 44 has a single lane approach in each direction plus a two-way left turn lane and a right turn lane in the northbound direction. **Figure 2** depicts the existing configuration of the intersection.

Existing Traffic Volumes

Existing hourly traffic volumes at the intersection approaches were obtained with the use of intersection traffic counts. The counts were made by 15-minute intervals and are included in **Appendix A**. The hourly counts at the intersection approaches from 6 A.M. to 10 P.M. and 4:00 – 6:00 P.M. turning movement counts are summarized in **Table 1**. These counts were used in the signal warrant analysis along with that portion of the townhome trips estimated to utilize the Meadenhall Boulevard access.

TPD No. 5553.1
01/17/2022



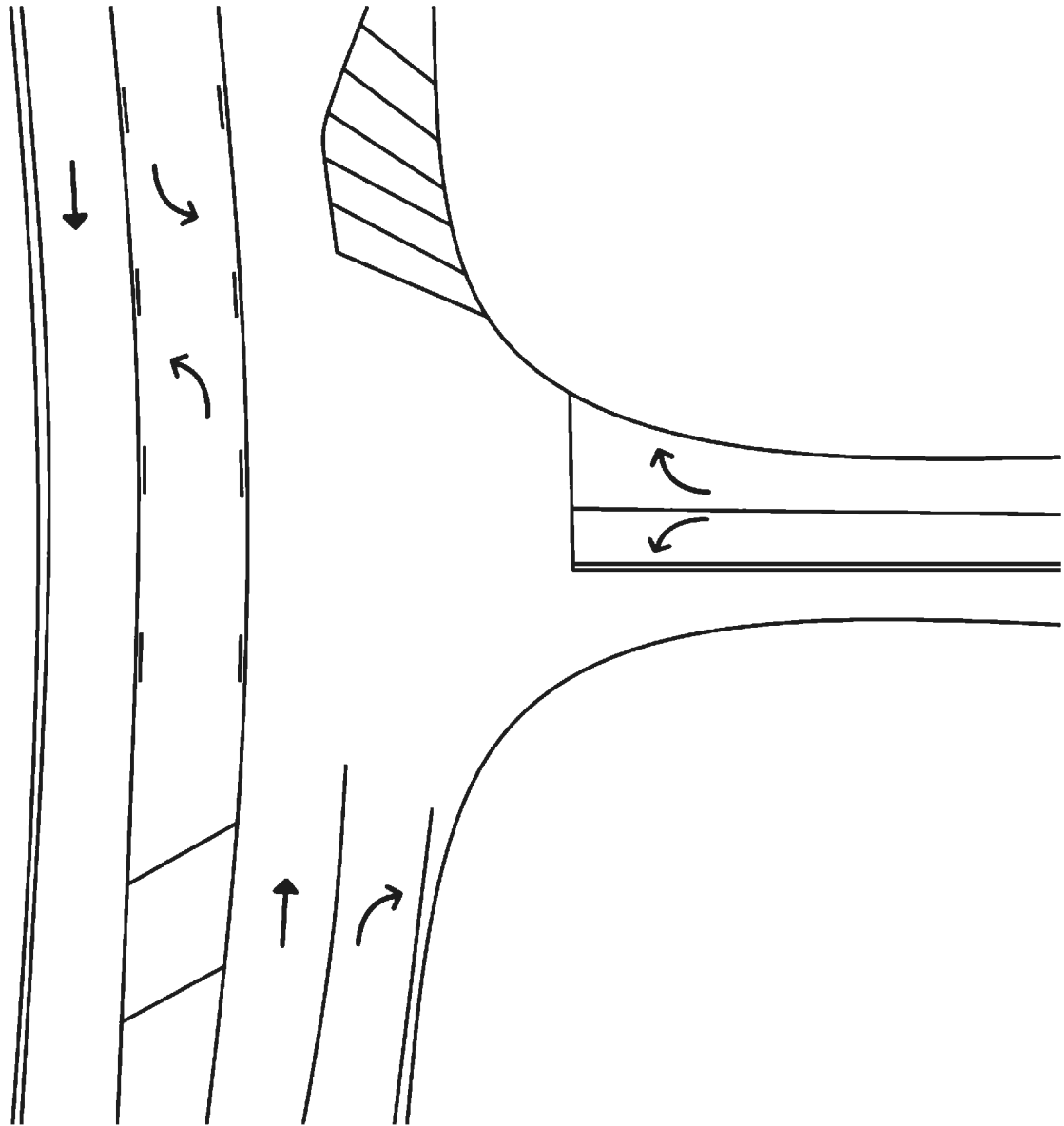
Loch Leven PUD- SWA
Project No 5553.1

Figure 1

June 7, 2022 City Council Regular Session Agenda

Site Plan and Study Intersection





SR 44 & Meadenhall Boulevard SWA
TPD No. 5553.1
January 17, 2022
Page 6

Applicable Warrants

According to the MUTCD, traffic signals should not be considered for installation unless one or more of the nine warrants specified therein are met and an engineering study justifies the need. The warrants applicable to this analysis are Warrant 1 – Eight Hour Vehicular Volume (Conditions A and B) and Warrant 2– Four Hour Volume.

For Warrant 1, the Minimum Vehicular Volume (Condition A) is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. The Interruption Continuous Traffic (Condition B) is intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delays or conflict in entering/crossing the major street. The MUTCD specifies that the minimum volume warrants are satisfied when for each of any eight hours of an average day the volumes are greater than the threshold values given in **Table 2**. Since the posted speed limit on SR 44 is greater than 40 mph, the 70% threshold values given in the table will be used in the analysis.

Warrant 2, the Four-Hour Vehicular Volume warrant is intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal. This warrant is satisfied when for each of any four hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher volume minor street approach (one direction only) all fall above the applicable curve in **Figure 3** for the existing combination of lanes.

[Full Traffic Impact Study on file with Planning and Development Dept.](#)



**CITY OF
MOUNT
DORA**

PR22-02PREL

**Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191**

E-mail: plandev@cityofmoundora.com

**PRELIMINARY PLAT
APPLICATION**

Date: 01/11/2022 Project Name: Villages of Loch Leven

1. Applicant's Name: Suresh Gupta
 Company's Name: Park Square Homes
 Address: 5200 Vineland Rd, Suite 200
 City, State & Zip: Orlando, FL 32811
 Phone: 407-529-3048 E-mail: darnette@parksquarehomes.com
2. Property Owner's Name(s): Ryan Campbell
 Company's Name: RGC VENTURES LLC
 Address: 911 Tuskawilla Trail
 City, State & Zip: Winter Springs, FL 32708
 Phone: N/A E-mail: N/A
3. Engineer's Name: Darin Lockwood
 Company's Name: Poulos and Bennett, LLC
 Address: 2602 E. Livingston St.
 City, State & Zip: Orlando, FL 32803
 Phone: 407-487-2594 E-mail: dlockwood@poulosandbennett.com
4. Surveyor's Name: E. Glenn Turner
 Company's Name: American Surveying & Mapping, INC
 Address: 3191 Maguire Blvd. Suite 200
 City, State & Zip: Orlando, FL 32803
 Phone: 407-426-7979 E-mail: gturner@asmcorporate.com

5. Size of Property (Acres): 29.31 Ac (Parcel 1)
6. Total Units/Lots: 125
7. Zoning District: PUD (Mt. Dora)
8. Future Land Use: Medium Density Residential (MD)
9. Wetland Areas (Acres): Existing: N/A Removed: N/A
Remaining: N/A
10. Density (Developable Area): 4.76 DU/Ac
(See LDC Definition for "Density" for developable area).

11. If this project is associated with a PUD, provide a summary report outlining each PUD condition with explanation as to how each PUD condition has been addressed with this submitted.

CERTIFICATION AND SIGNATURE

I CERTIFY THAT, to the best of my knowledge and belief, all information supplied with this application is accurate and I have examined and am familiar with the Land Development Code of the City of Mount Dora and have complied with the requirements of said regulations. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

I further understand there are additional costs incurred by the City engineer, City attorney, or outside consultants and will provide payment(s) upon request by the City.



Owner/Applicant Signature

01/11/22

Date

ATTACHMENT #1
AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN MOUNT DORA, FLORIDA

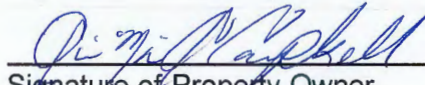
I/WE, (PRINT PROPERTY OWNER NAME) RGC VENTURES LLC, AS THE OWNER(S) OF THE REAL
PROPERTY DESCRIBED AS FOLLOWS, Lake County Parcel ID: 17-19-27-0001-000-06700 DO
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME) I Suresh Gupta, Park Square Enterprises, LLC
EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND
MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Villages of Loch Leven, Parcel 1, 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.

DATE: 1/14/2022


Signature of Property Owner

Ryan Campbell
Print Name Property Owner

DATE: 1/14/2022


Signature of Property Owner

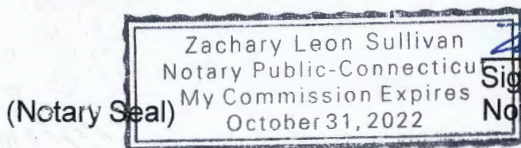
Ginamarie Campbell
Print Name Property Owner

STATE OF CT

COUNTY OF Hartford

I certify that the foregoing instrument was acknowledged before me this 14th day of January
20 22 by Ryan Campbell, Ginamarie Campbell He / she is personally known to me or has produced
FL Driver's Licenses as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 14th day of
January in the year 2022.




Signature of Notary Public
Notary Public for the State of Florida
My Commission Expires: 31st of Oct 2022

Legal Description(s) or Parcel Identification Number(s)

PARCEL ID#: 17-19-27-0001-000-06700

RESOLUTION NO. 2022-19

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE PRELIMINARY PLAT ENTITLED “VILLAGES OF LOCH LEVEN PARCEL 1”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PRELIMINARY PLAT APPROVAL WITH CONDITIONS; 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, pursuant to the provisions of Section 4.2.3 of the City’s Land Development Code, an application to the City of Mount Dora, Florida, for a Preliminary Plat entitled “Villages of Loch Leven Parcel 1”; and

WHEREAS, the Villages of Loch Leven Planned Unit Development (PUD) Final Development (PUD Master Plan) was approved by the City on November 21, 2000; through Ordinance No. 777, amended on February 1, 2022, through Ordinance No. 2022-02; and

WHEREAS, the Villages of Loch Leven Parcel 1 Preliminary Plat includes 125 townhome units; and

WHEREAS, the City Attorney reviewed Villages of Loch Leven Parcel 1 Preliminary Plat and found it consistent with controlling law; and

WHEREAS, the Development Review Committee reviewed the Villages of Loch Leven Parcel 1 Preliminary Plat on March 30, 2022 and again on April 27, 2022, and recommended approval with conditions as being in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, the City of Mount Dora Planning and Zoning Commission reviewed the Villages of Loch Leven Parcel 1 Preliminary Plat on May 18, 2022, and recommended approval with conditions as being in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, the City of Mount Dora, Florida, considered the Villages of Loch Leven Parcel 1 Preliminary Plat and finds it to be in compliance with the minimum requirements of the City’s Land Development Code and as being consistent with the City’s Comprehensive Plan and controlling Florida law; and

WHEREAS, pursuant to the Section 4.2.3.5 of the City’s Land Development Code, a Final Plat and Plan for Villages of Loch Leven Parcel 1 must be submitted to the City within one (1) year of this Preliminary Plat approval.

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 Preliminary Plat and Conditions.

- (a) The City hereby approves the Villages of Loch Leven Parcel 1 Preliminary Plat attached hereto as **Exhibit “A”**.
- (b) The Preliminary Plat shall be subject to the items set forth in **Exhibit “B”** and such items shall be satisfactorily addressed prior to filing and submittal of the Final Construction Plan for the Villages of Loch Leven Parcel 1.

SECTION 3. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order 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 Villages of Loch Leven Parcel 1 Preliminary Plat, 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 which 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.

(Signatures on Following Page)

PASSED AND ADOPTED this 7th day of June, 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”
Villages of Loch Leven Parcel 1
Preliminary Plat

EXHIBIT “B”
Villages of Loch Leven Parcel 1
Conditions

Preliminary Plat
for
Villages of Loch Leven
Parcel 1
City of Mount Dora, FL

LEGAL DESCRIPTION:

(FROM ORB 4398, PG 930)
A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER (E. 1/4) CORNER OF SAID SECTION 17; THENCE NORTH 00°36'32" WEST ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 17, A DISTANCE OF 18.34 FEET; THENCE SOUTH 88°58'41" WEST ALONG THE NORTH LINE OF THE PLAT "LOCH LEVEN PHASE FIVE" AS RECORDED IN PLAT BOOK 53, PAGES 45 AND 46 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA, 1250.60 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF TRACT "G" OF THE PLAT "LOCH LEVEN PHASE FOUR" AS RECORDED IN PLAT BOOK 48, PAGES 28 AND 29 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 06°18'38" WEST ALONG SAID EAST LINE AND THE NORTHERLY PROJECTION THEREOF, 348.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 06°18'38" WEST ALONG SAID PROJECTION LINE, 69.71 FEET; THENCE NORTH 90°00'00" EAST, 114.36 FEET; THENCE NORTH 04°50'51" EAST, 103.70 FEET; THENCE NORTH 10°24'45" EAST 135.40 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 885.00 FEET, A CENTRAL ANGLE OF 01°15'04", AN ARC DISTANCE OF 19.32 FEET; THENCE SOUTH 89°24'00" WEST, 406.23 FEET; THENCE NORTH 02°14'29" WEST, 971.04 FEET; THENCE SOUTH 89°02'12" WEST, 199.64 FEET; THENCE NORTH 00°36'00" WEST, 77.78 FEET TO A POINT ON A LINE 911.51 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST ONE-HALF (E. 1/2) OF SAID SECTION 17; THENCE SOUTH 89°24'29" WEST ALONG SAID PARALLEL LINE, 811.77 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 44B AS EXISTING AND IN USE; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1960.08 FEET, A CENTRAL ANGLE OF 21°53'04", A CHORD BEARING SOUTH 13°09'14" WEST, AN ARC DISTANCE OF 748.66 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, SOUTH 65°42'22" EAST, 74.10 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 387.00 FEET, A CENTRAL ANGLE OF 17°56'08", AN ARC DISTANCE OF 121.14 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 325.00 FEET; A CENTRAL ANGLE OF 17°56'08", AN ARC DISTANCE OF 101.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°42'22" EAST, 91.23 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 30°56'46", AN ARC DISTANCE OF 121.53 FEET TO A POINT OF TANGENCY; THENCE NORTH 83°20'52" EAST, 74.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 66°41'55", AN ARC DISTANCE OF 261.92 FEET TO A POINT OF TANGENCY; THENCE SOUTH 29°57'14" EAST, 76.92 FEET; THENCE NORTH 60°02'46" EAST, 55.00 FEET; THENCE SOUTH 29°57' 4" EAST, 55.00 FEET; THENCE SOUTH 60°02'46" WEST, 55.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 60°38'46", A CHORD BEARING SOUTH 60°16'37" EAST, AN ARC DISTANCE OF 502.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°24'00" EAST; 50.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 18°11'42", AN ARC DISTANCE OF 71.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 18°11'42", AN ARC DISTANCE OF 87.33 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°24'00" EAST, 26.06 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 11°34'53", AN ARC DISTANCE OF 17.59 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER (E. 1/4) CORNER OF SAID SECTION 17; THENCE NORTH 00°36'32" WEST ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 17, A DISTANCE OF 18.34 FEET; THENCE SOUTH 88°58'41" WEST ALONG THE NORTH LINE OF THE PLAT "LOCH LEVEN PHASE FIVE" AS RECORDED IN PLAT BOOK 53, PAGES 45 AND 46 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 1250.60 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF TRACT "G" OF THE PLAT "LOCH LEVEN PHASE FOUR" AS RECORDED IN PLAT BOOK 48, PAGES 28 AND 29 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 06°18'38" WEST ALONG SAID EAST LINE, 270.93 FEET TO THE NORTHEAST CORNER OF SAID TRACT "G"; THENCE SOUTH 89°24'00" WEST ALONG THE NORTH LINE OF SAID PLAT "LOCH LEVEN PHASE FOUR", 1,397.80 FEET TO THE NORTHWEST CORNER OF SAID PLAT AND A POINT ON THE WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF SAID SECTION 17; THENCE NORTH 00°12'49" EAST ALONG SAID WEST LINE, 334.33 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1770, PAGE 680, OFFICIAL RECORDS BOOK 1786, PAGE 485, AND OFFICIAL RECORDS BOOK 1901, PAGE 2159 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89°06'59" EAST ALONG SAID NORTHERLY LINE, 382.94 FEET; THENCE NORTH 00°53'01" WEST CONTINUING ALONG SAID NORTHERLY LINE, 58.79 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 78°50'38" WEST, 15.95 FEET; THENCE NORTH 65°42'22" WEST, 167.75 FEET; THENCE NORTH 24°17'38" EAST, 20.00 FEET; THENCE NORTH 65°42'22" WEST, 113.57 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 10°00'00", AN ARC DISTANCE OF 65.45 FEET TO A POINT OF TANGENCY; THENCE NORTH 55°42'22" WEST, 68.91 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 10°00'00", AN ARC DISTANCE OF 56.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 65°42'22" WEST, 82.36 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 44B AS EXISTING AND IN USE; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS 1960.08 FEET, A CENTRAL ANGLE OF 11°49'35", A CHORD BEARING SOUTH 31°49'19" WEST, AN ARC DISTANCE OF 404.58 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 88°27'10" EAST PARALLEL WITH THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 17, A DISTANCE OF 333.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF THE ABOVE LANDS DESCRIBED IN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 4206, PAGE 1815, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Parcel Id. No:

17-19-27-0001-000-06700

Owner:

RGC VENTURES LLC

911 Tuskawilla Trail

Winter Springs, FL 32708

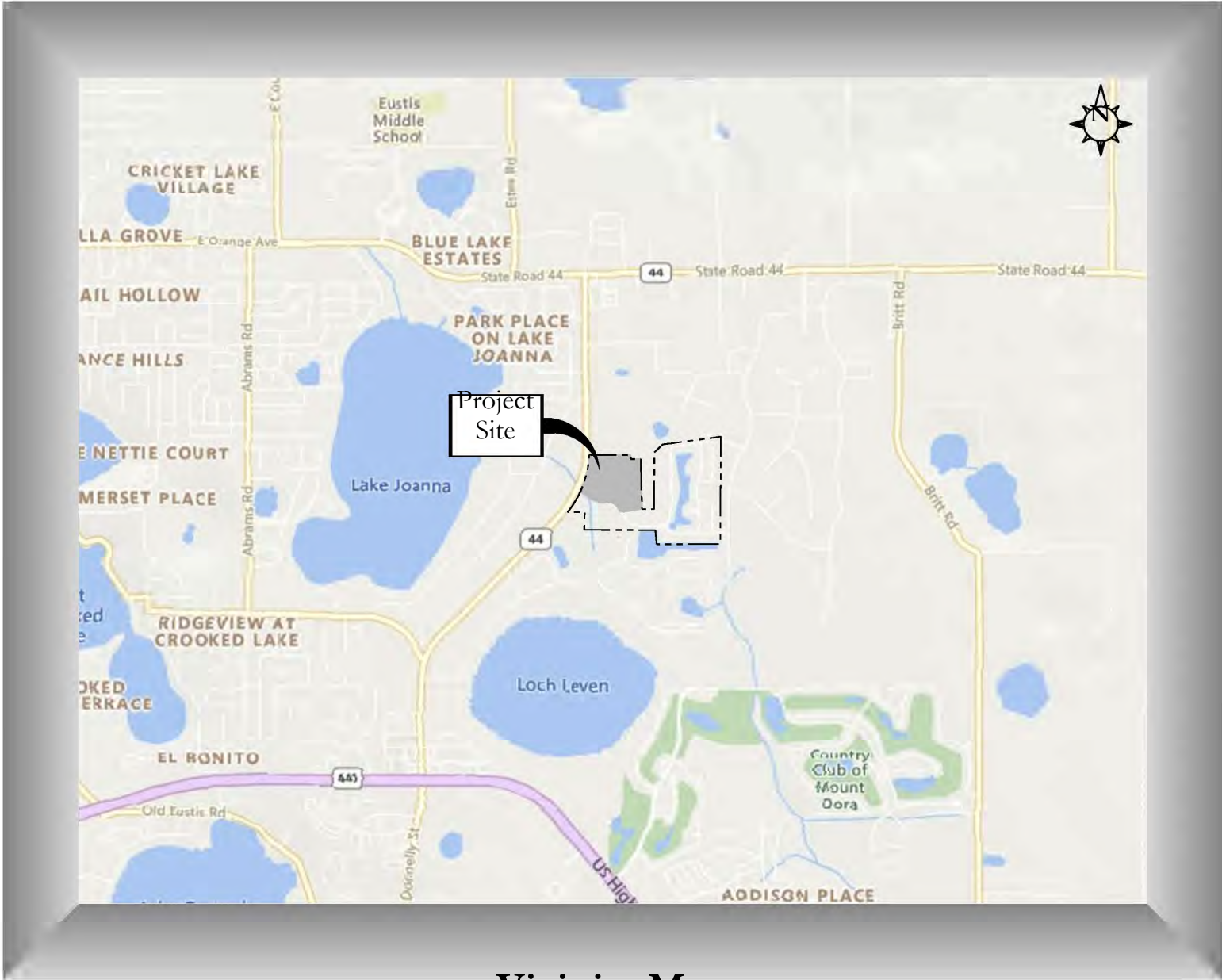
Applicant:

Park Square Enterprises, LLC

5200 Vineland Rd, Suite 200

Orlando, FL 32811

407.529.3048



Vicinity Map

Scale: 1" = 3,000'

Sheet Index		Subm./Rev.				
		1	2	3	4	5
C1.00	Existing Conditions	■	■			
C1.10	Existing Topography Plan	■	■			
C2.00	Master Site Plan	■	■			
C2.01	Site Data	■	■			
C4.00	Drainage & Grading Plan	■	■			
C4.10	Utilities Plan	■	■			
C5.00	Typical Road Sections & Details	■	■			

S-1	Boundary Survey	■				
		Date	Description			
1		02/10/2022	Submit To City Of Mount Dora			
2		04/14/2022	Submit To City Of Mount Dora			

Planner / Civil Engineer:

Poulos & Bennett, LLC

2602 E. Livingston Street
Orlando, FL 32803
407.487.2594

Surveyor:

American Surveying & Mapping, Inc.

3191 Maguire Blvd, Suite 200
Orlando, FL 32803
407.426.7979

Environmental Consultant:

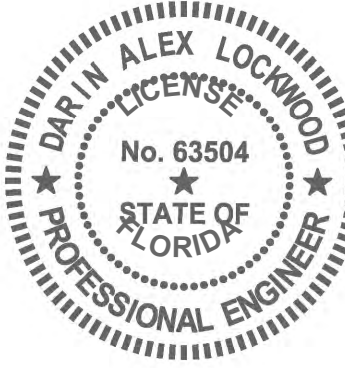
MODICA & ASSOCIATES

302 Mohawk Road
Clermont, Florida 34715
352.394.2000

Transportation Consultant:

Traffic Planning and Design, Inc.

535 Versailles Drive
Maitland, Florida 32751



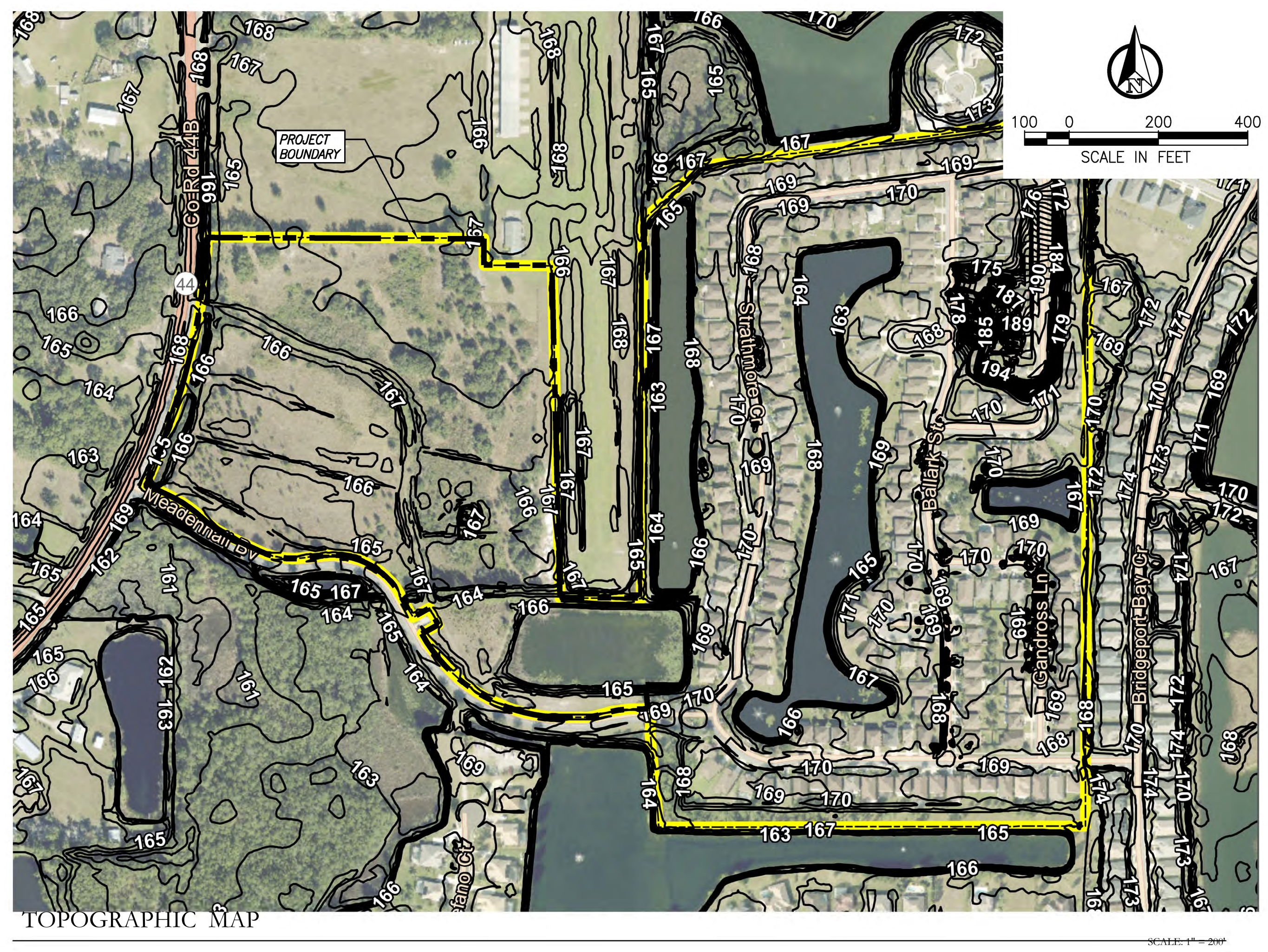
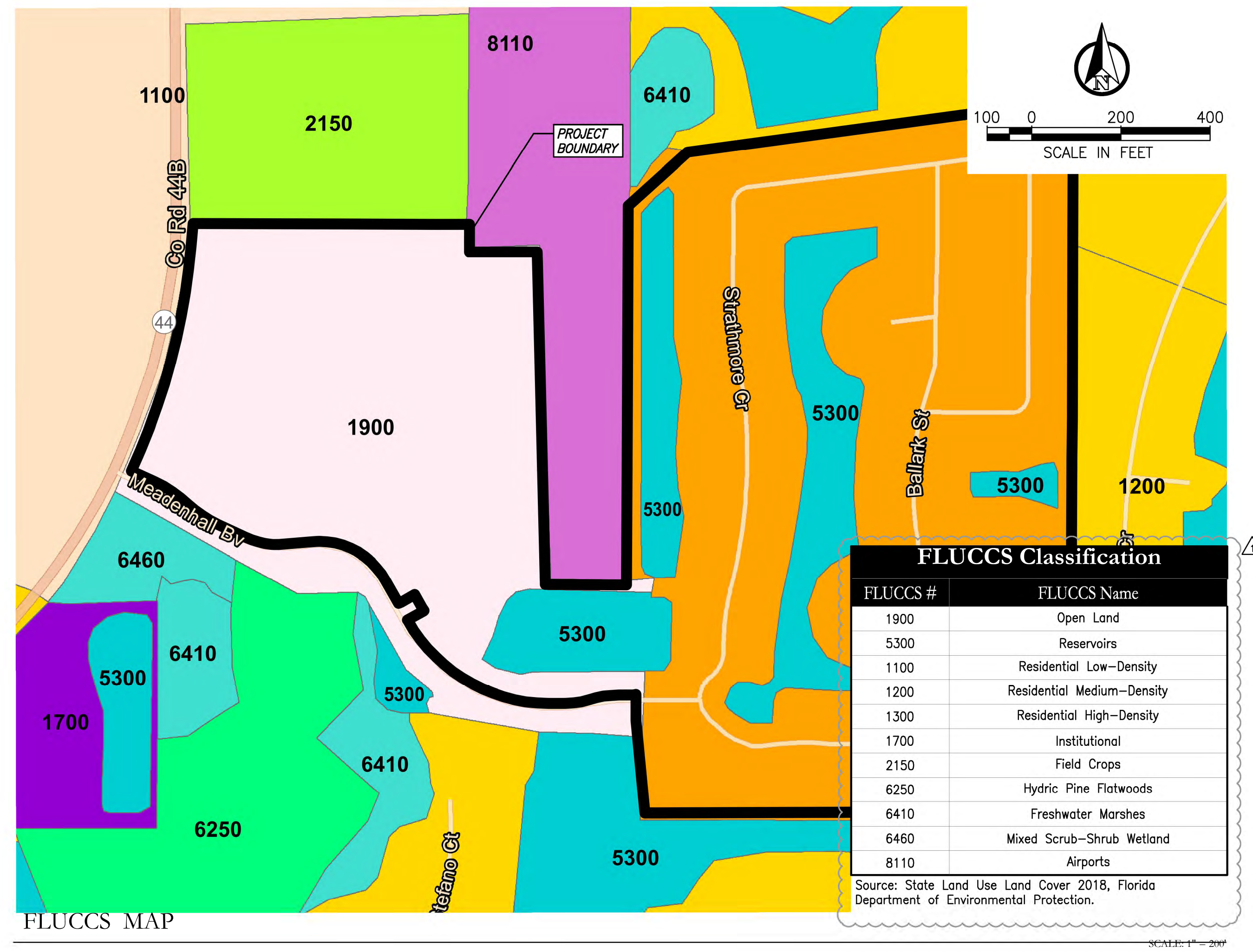
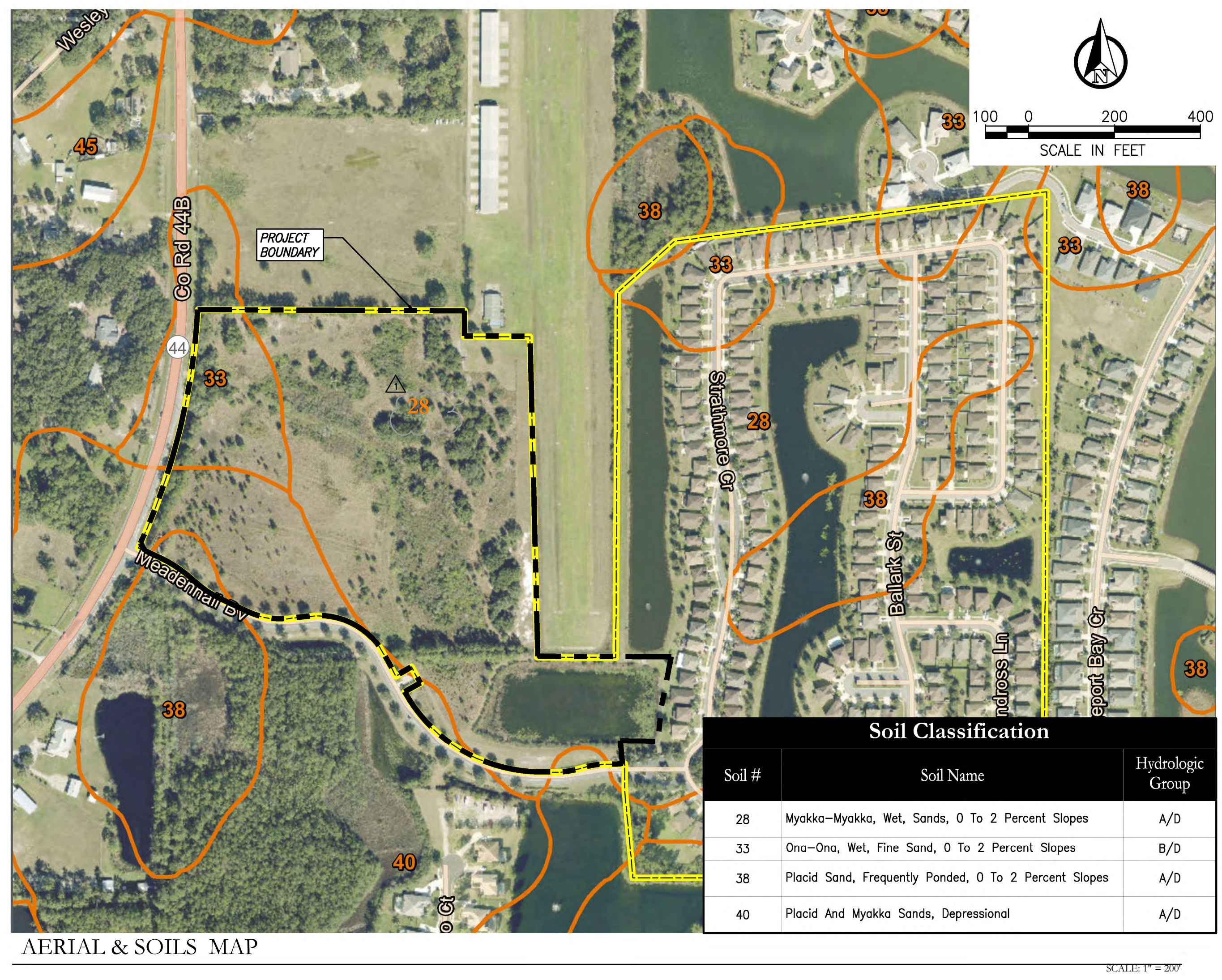
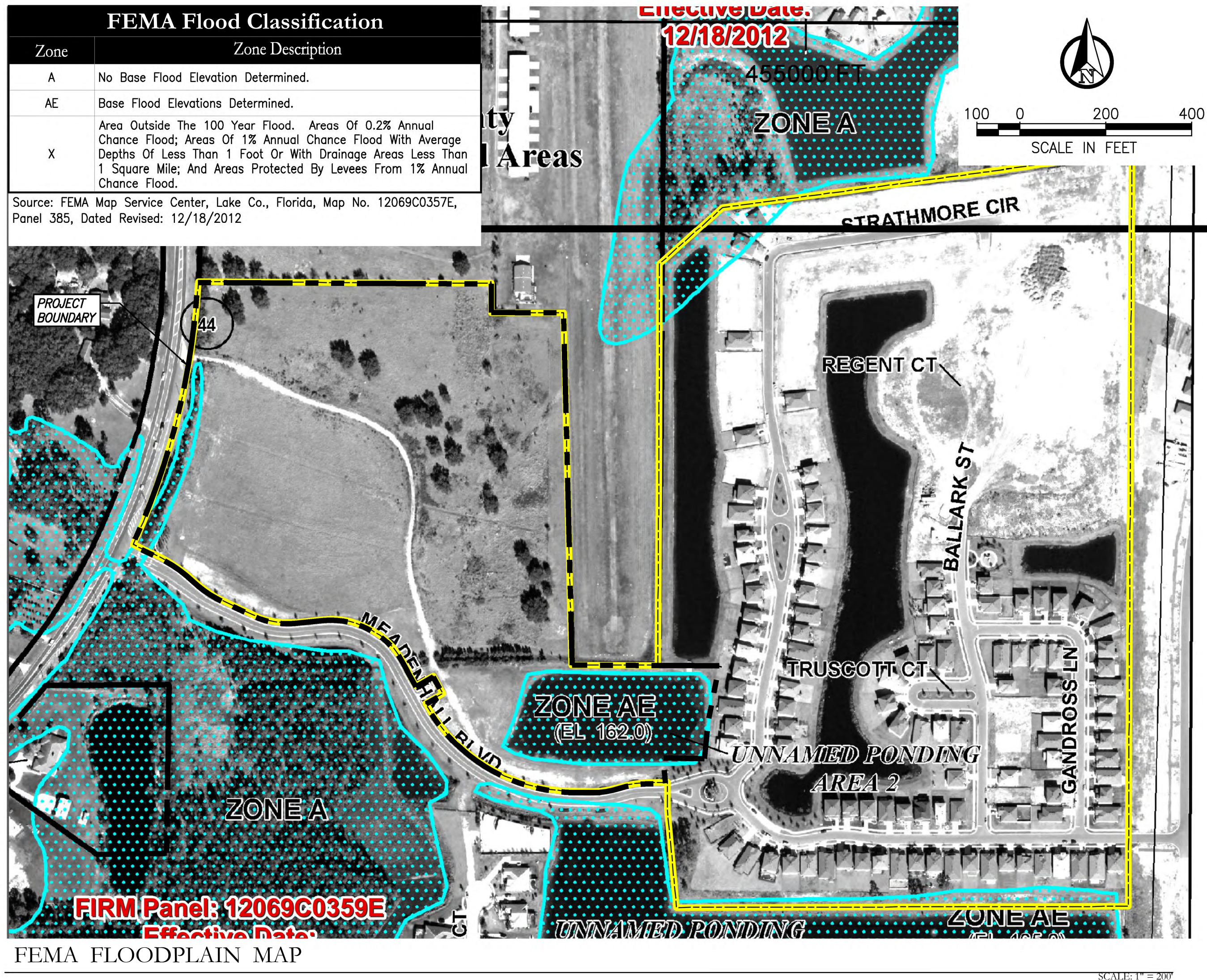
DARN ALEX LOCKWOOD
P.E. NO. 060394

DATE: April 15, 2022

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P&B Job No.: 21-055



Key Map:

Consultant:

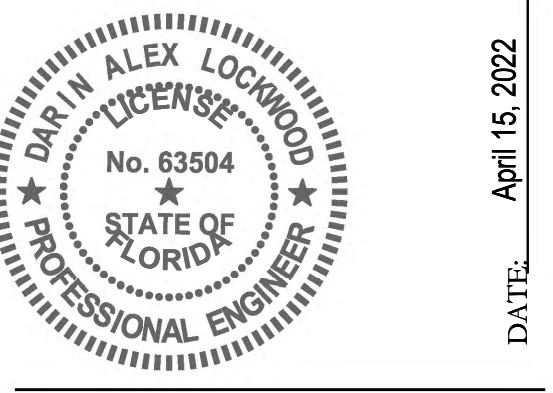
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DRAWN BY:		SA
CHECKED BY:		DM
APPROVED BY:		DL
SCALE IN FEET:		1" = 200'
Project Name:		

VILLAGES OF
LOCH LEVEN

Jurisdiction:
CITY OF MOUNT DORA,
FL

Sheet Title:
EXISTING
CONDITIONS

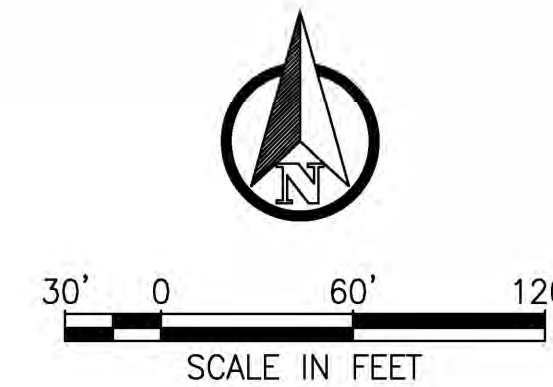
Sheet No.:
C1.00



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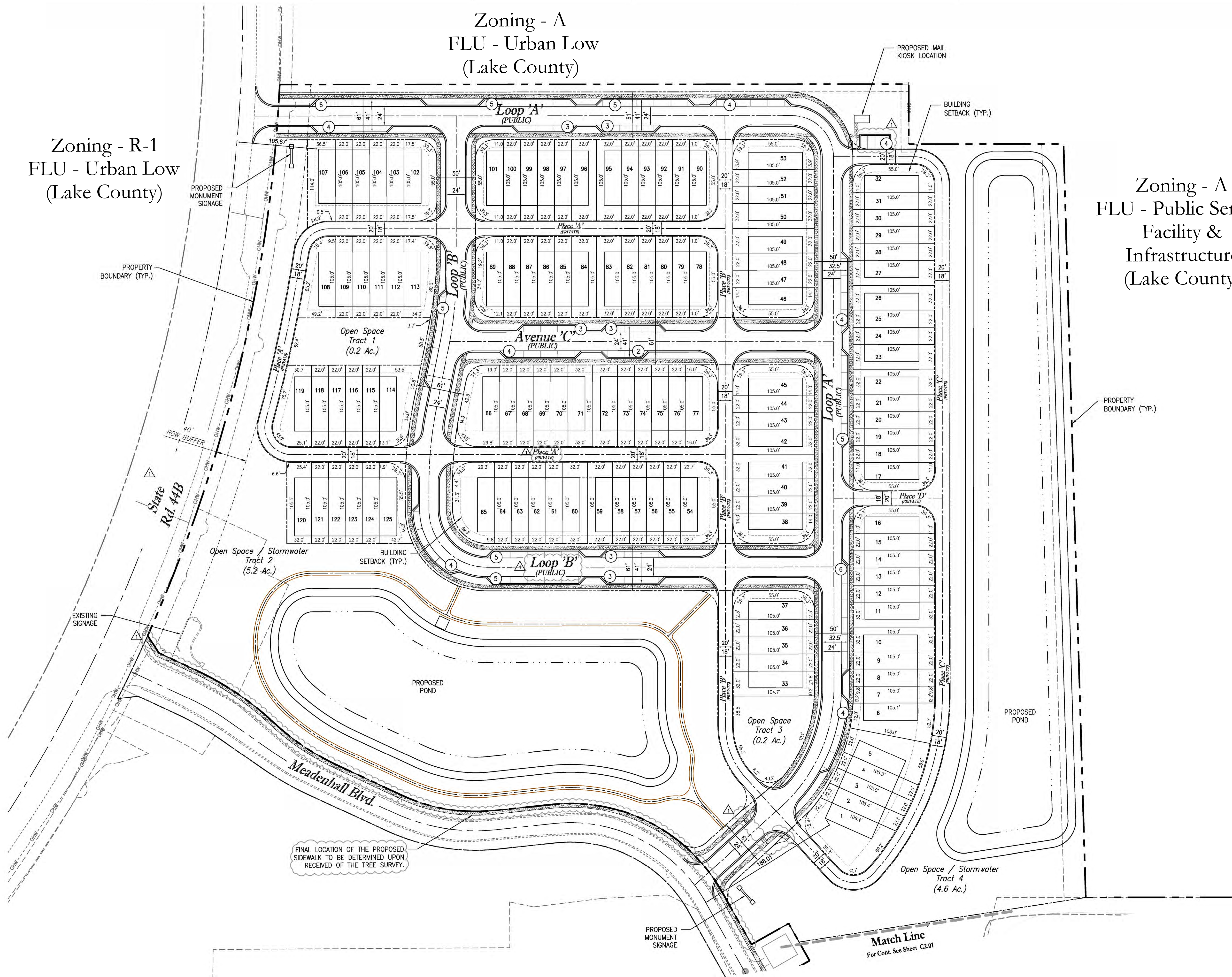


Zoning - R-1
FLU - Urban Low
(Lake County)

Zoning - A
FLU - Urban Low
(Lake County)

Zoning - A
FLU - Public Service
Facility &
Infrastructure
(Lake County)

Zoning - PUD
FLU - MD
(Mount Dora)



Consultant:

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Project Name:

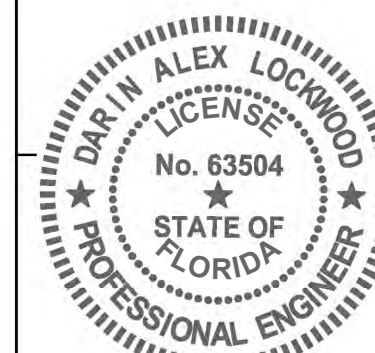
**VILLAGES OF
LOCH LEVEN**

Jurisdiction:
CITY OF MOUNT DORA,
FL

Sheet Title:
MASTER SITE PLAN

Sheet No.:

C2.00

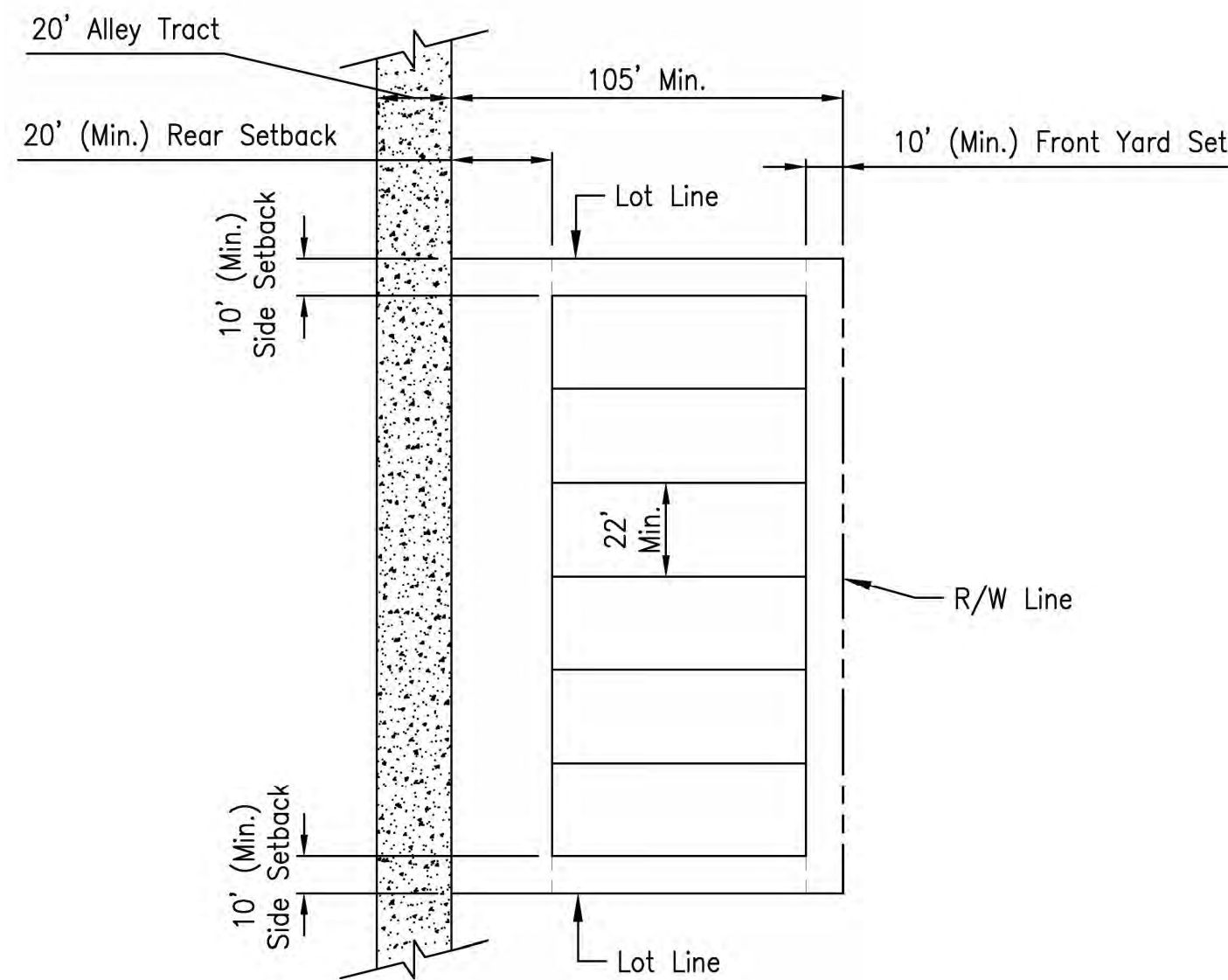
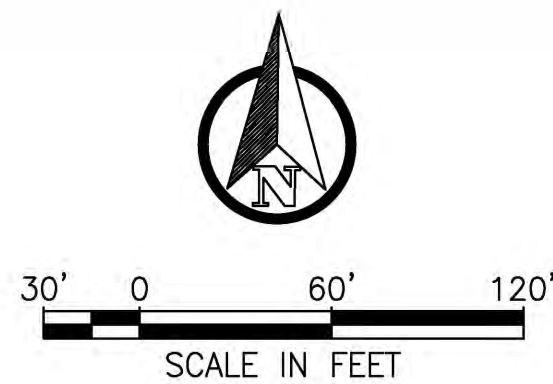
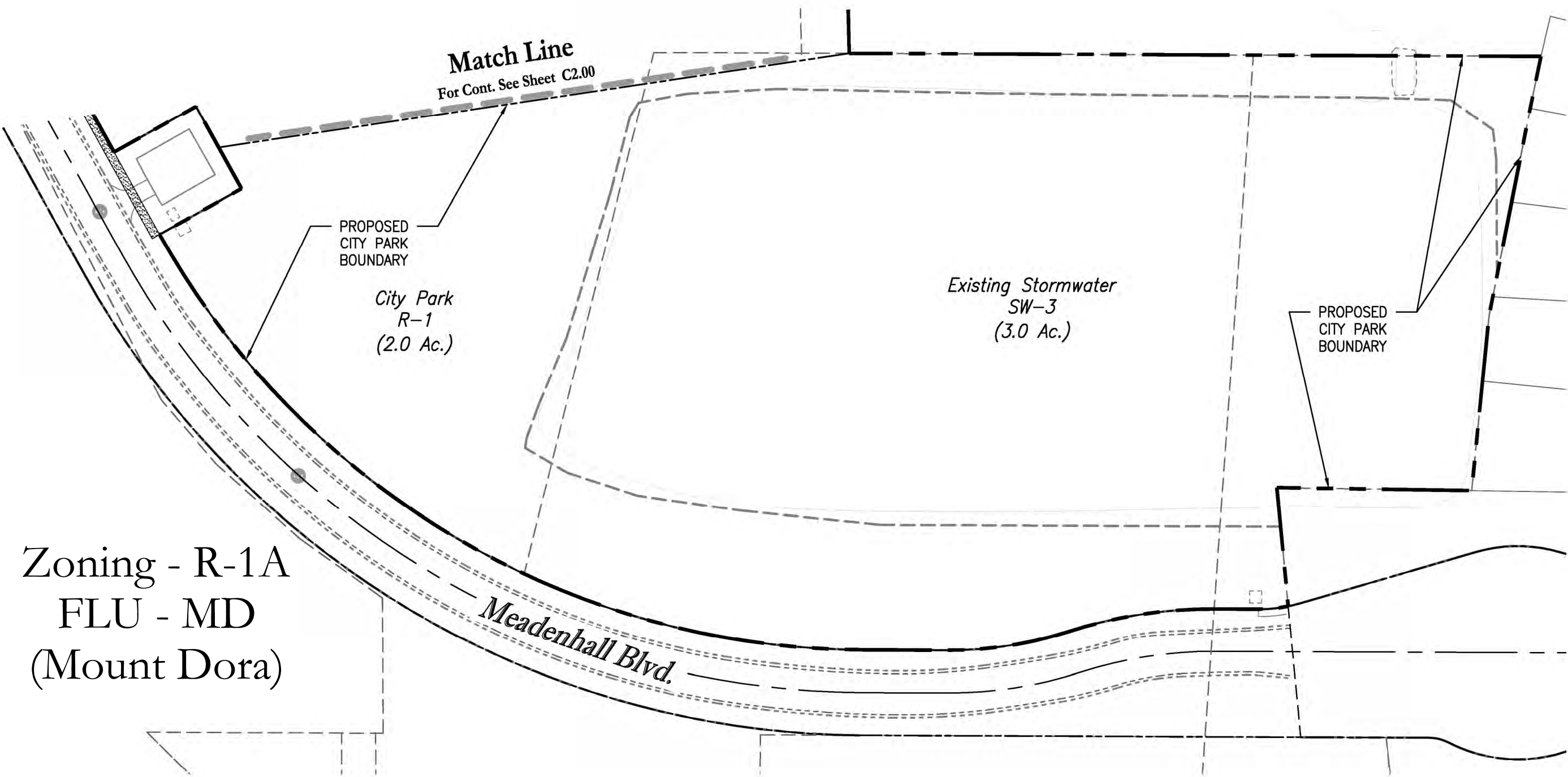


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22' Townhomes -
Number of Units Vary Per Building
Rear Loaded
N.T.S.

General Notes	
Phasing	The project will be constructed in one (1) Phase.
Topographic Survey	Survey prepared by ASM dated 05/19/2021. Vertical Datum NGVD88
Buffers & Landscaping	Final landscape plans are required to be submitted for review and approval prior to landscape construction. Landscape plans to be in accordance with City of Mount Dora LDC Section 6.6 and with sheets C4.00 & C5.00 of the approved PUD.
Garbage Pickup	To be picked up in alley at rear of Townhome units.
Public Works Streets & Drainage	1. Street Lights will be provided in accordance with the City of Mount Dora Code of Ordinance Chapter 86. 2. Final crosswalk locations and advisory signage to be determined at construction plan approval.
Lighting	Street lighting to be decorative type poles and fixtures, and meet dark sky lighting.
Signage	Signage shall comply with the City of Mount Dora Land Development Code Section 6.7.1.7
Fire Protection	1. Fire hydrants shall be installed in accordance with the City of Mount Dora Code of Ordinance Chapter 50 and all applicable agency regulations. 2. Fire access shall be from the front of the proposed dwelling units. 3. Fire hydrants shall be placed no further than 500' apart, measured along the roadway. No building intended for occupancy shall exceed 250' from the nearest fire hydrant.
Parking	1. A Minimum Of Two (2) Parking Spaces Will Be Provided For Each Single Family Unit, Per Mount Dora City LDC Section 6.5.2.1.A. Required: 250 Provided: 250 2. All onsite parking will be provided within fee-simple residential lots. 3. Street Parking will be designed to accommodate two 10'X20' parking spaces per Mount Dora LDC Section 6.5.2. Required: 44 Provided: 90
Dust Control	1. Applicant to coordinate with the city's public works department on applicable dust control plan pursuant to Chapter 46, Mount Dora Code of Ordinances.
Utilities	1. Water, wastewater, and reclaimed water lines will connect to existing City of Mount Dora. 2. Specific improvements to existing public facilities, including line extensions and points of connection are provided herein on sheet C4.10. Proposed line sizes and exact points of connection for water, wastewater, and reclaimed water utilities shall be finalized during construction plan review. 3. All platted lots shall include typical utility easements required by the City of Mount Dora.
Stormwater Management	Final configuration, sizing and design of stormwater ponds will be determined during the preliminary plot design and the final design will be submitted during the construction plan approval process. The stormwater system will be designed in accordance with the SJRWMD and City of Mount Dora criteria.
Vegetation	As stated in the Florida Land Use, Cover and Form Classification System (FLUCFS), and shown on sheet C1.00 of the Preliminary PUD, the subject property is a citrus grove.
Recreation	Recreation facilities shall be private for the use of community residents and owned and maintained by the Homeowner's Association.
Tree Preservation	Refer to sheet C4.00 of the PUD. All tree removal shall be approved by the superintendent of Public Works per Section 90.150 and replaced in accordance with Section 90.180 of the City of Mount Dora Code of Ordinances.
Miscellaneous	1. All acreages are subject to change with final engineering and final plat review and approval. 2. All construction details are conceptual and subject to review and modification during the approval of final construction plans. 3. All site development and review procedures shall follow the city's minimum standards and procedures of the city's land development code, unless otherwise contained in the approved PUD.

General Site Data	
Project Site Area	29.26 Ac.
Total Land Use	29.26 Ac.
Open Space (15% Min. Required)	5.37 Ac. (18.37%)
City Park	2.01 Ac.
Stormwater Management (Proposed)	4.85 Ac.
Stormwater Management (Existing)	2.98 Ac.
ROW Dedication (Incl.: Loop 'A', Loop 'B', And Ave. 'C')	4.23 Ac.
Alleys (8 Total)	1.62 Ac.
Townhome Blocks (23 Buildings Total)	8.18 Ac.
Net Developable Acres	23.41 Ac.
Impervious Coverage Allowed	65% 19.02 Ac.
Impervious Coverage Provided	38% 8.82 Ac.
Maximum Allowed Dwelling Units	125 Units
Proposed Dwelling Units	125 Units
Maximum MDR Density	6.00 DU/Ac.
Proposed Net Density	5.34 DU/Ac.
Proposed Gross Density	4.26 DU/Ac.
Zoning	PUD

Building & Lot Data	
Proposed Use	TOWNHOMES
Max. Building Height (2 stories)	35'-0"
Min. Building Setbacks:	
Front	10'
Street Side	10'
Interior Side	10'
Rear	20'
State Road 44B	105.87' From Center Line of Road
Meadenhall Blvd.	188.01' From Center Line of Road
Min. Lot Width Allowed	22'
Min Lot Width Provided	22'
Min. Lot Depth	105'
Min. Lot Size Allowed	2,310 S.F.
Min. Lot Size Provided	2,310 S.F.

NOTES:
1. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.
2. TOWNHOME UNITS ARE FOR OWNERSHIP (FEE-SIMPLE)

Tracts	
Ownership / Maintenance	
Roadways	Public Streets A, B, And C To Be Owned & Maintained By The City Of Mount Dora.
Alleys	Private To Be Owned & Maintained By HOA
Drainage Easement	Public Drainage Easements Between Property Owners, And Over Tracts SW-1 And SW-2 To Be Owned By The City Of Mount Dora & Maintained By Homeowners.
Utility Easement	Public To Be Dedicated To City Of Mount Dora. Utilities Within The Easement Are To Be Owned And Maintained By City Of Mount Dora.
Wastewater	Public To Be Owned & Maintained By City Of Mount Dora
Potable Water	Public To Be Owned & Maintained By City Of Mount Dora
Sidewalk In Public R/W	Public To Be Owned & Maintained By City Of Mount Dora
Recreation Tract A	Private To Be Owned & Maintained By HOA.
Right-Of-Way	Public to be owned & maintained by the City of Mount Dora.
Buffer, Ponds And Landscaping Tracts 1 Through 4 Including Any Proposed Wall	Private To Be Owned & Maintained By HOA.

Miscellaneous	
Potable Water Services	City Of Mount Dora Utilities
Reclaim Services	City Of Mount Dora Utilities
Wastewater Services	City Of Mount Dora Utilities
Electric Services	Southeast Electric Cooperative (SECO)
Fire Protection	City Of Mount Dora Utilities

Key Map:

Consultant:

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APPROVED BY:		DL
SCALE IN FEET:		1" = 60'

Project Name:

VILLAGES OF
LOCH LEVEN

Jurisdiction:
CITY OF MOUNT DORA,
FL

Sheet Title:
SITE DATA &
LOT DETAIL

Sheet No.:

C2.01



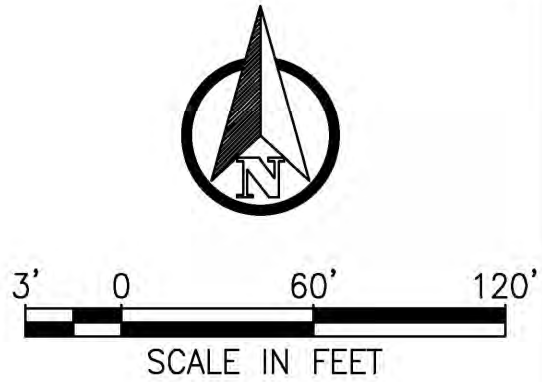
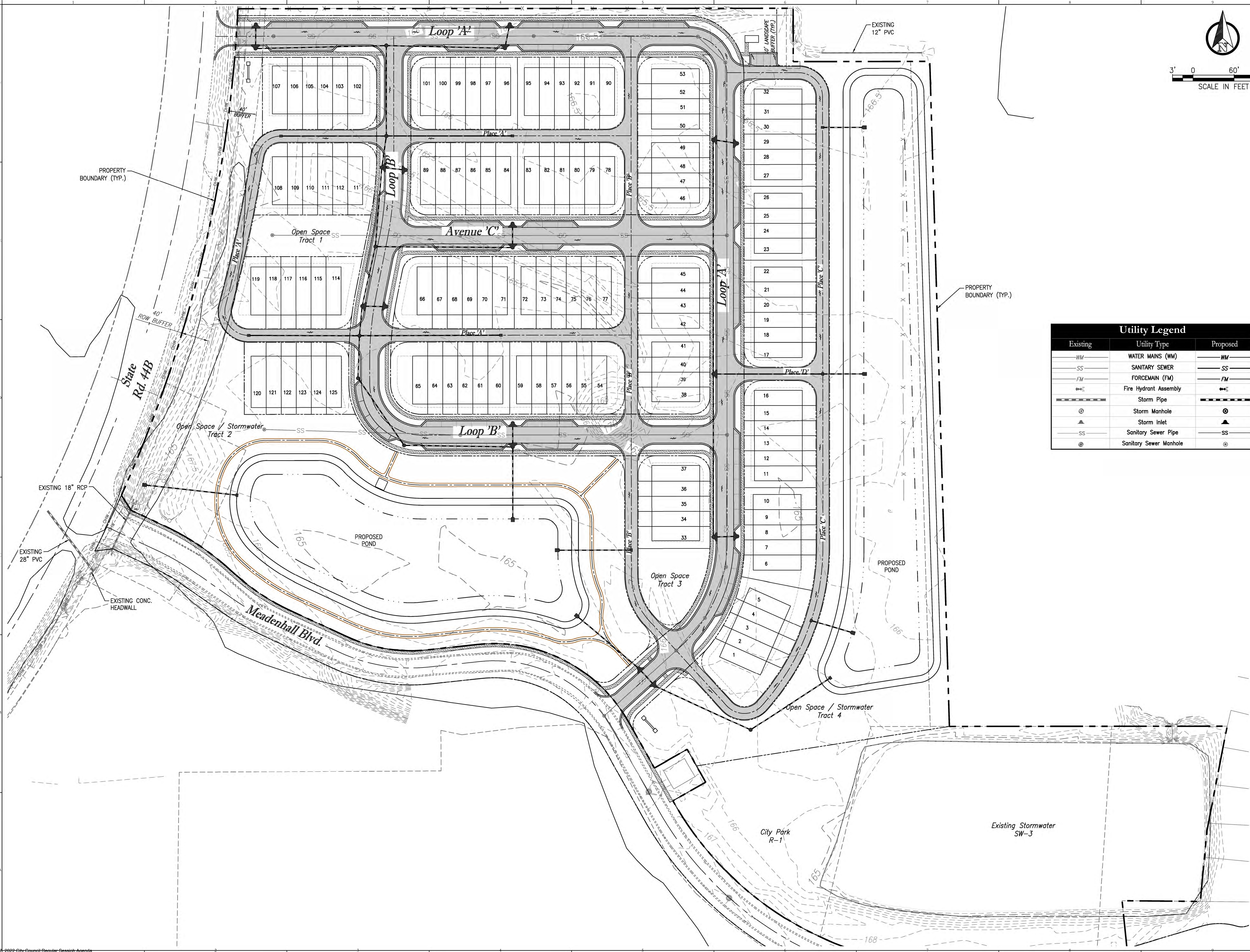
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Z:\2021\21-055 PARK SQUARE - LOCH LEVEN\CA0\PRELIMINARY\PSF\21-055-PSP-GDP



Utility Legend		
Existing	Utility Type	Proposed
	WATER MAINS (WM)	
	SANITARY SEWER	
	FORCEMAIN (FM)	
	Fire Hydrant Assembly	
	Storm Pipe	
	Storm Manhole	
	Storm Inlet	
	Sanitary Sewer Pipe	
	Sanitary Sewer Manhole	

Key Map:

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SCALE IN FEET:		1" = 60'

Project Name:

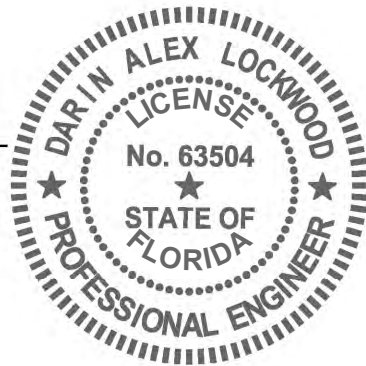
VILLAGES OF
LOCH LEVEN

Jurisdiction:
CITY OF MOUNT DORA,
FL

Sheet Title:
DRAINAGE PLAN

Sheet No.:

C4.00

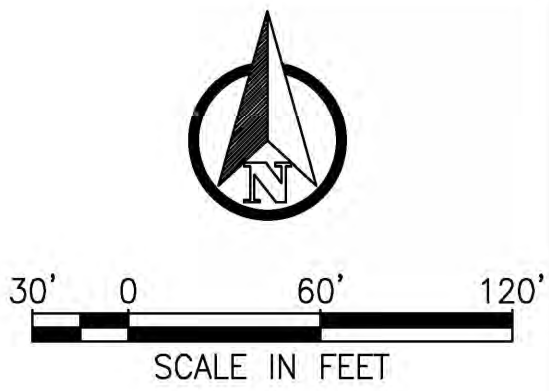
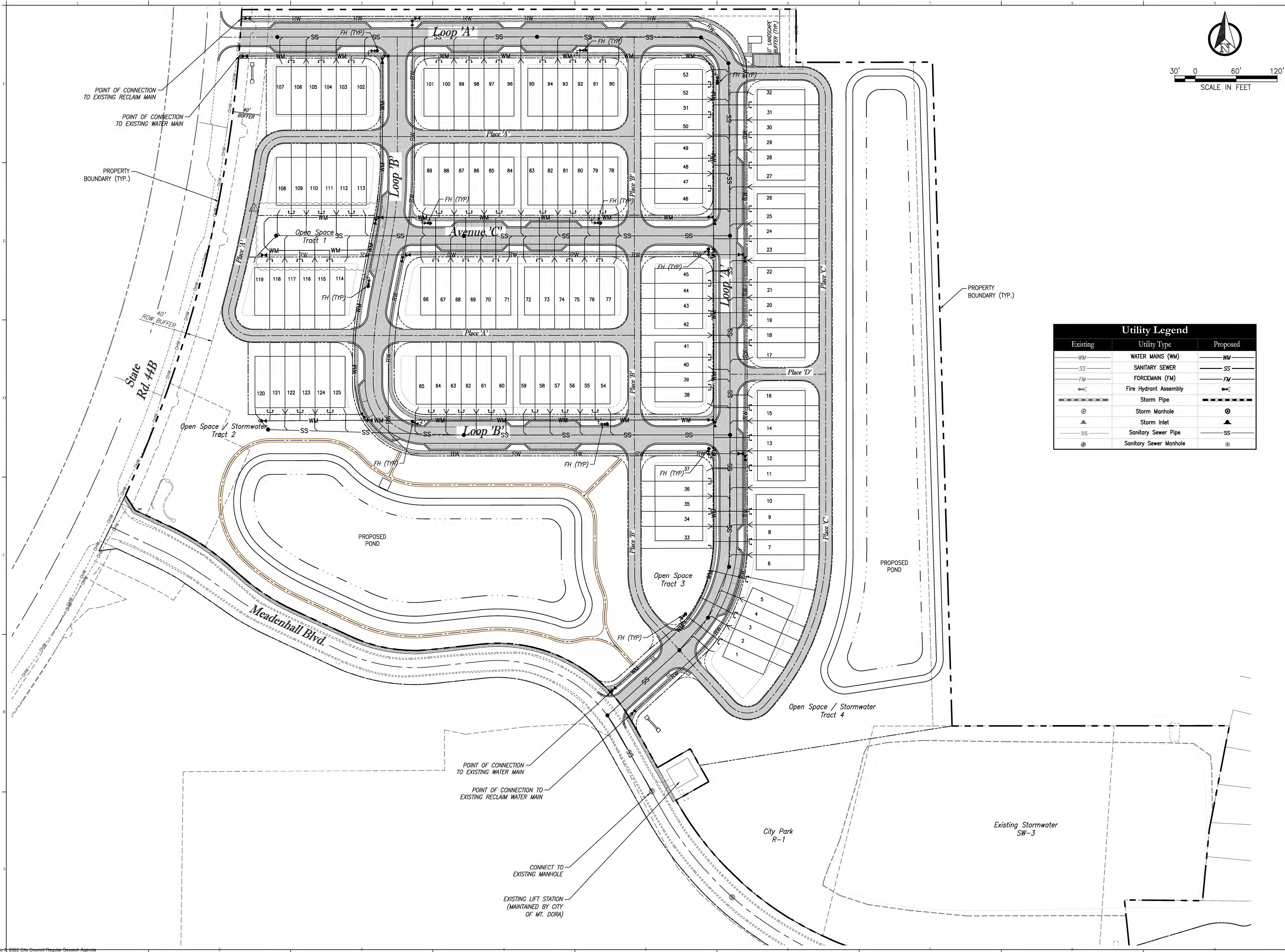


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Utility Legend		
Existing	Utility Type	Proposed
	WATER MAINS (WM)	
	SANITARY SEWER	
	FORCEMAIN (FM)	
	Fire Hydrant Assembly	
	Storm Pipe	
	Storm Manhole	
	Storm Inlet	
	Sanitary Sewer Pipe	
	Sanitary Sewer Manhole	

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SCALE IN FEET:		1" = 60'

Project Name:

VILLAGES OF
LOCH LEVEN

Jurisdiction:
CITY OF MOUNT DORA,
FL

Sheet Title:
UTILITIES PLAN

Sheet No.:

C4.10



DATE: April 15, 2022

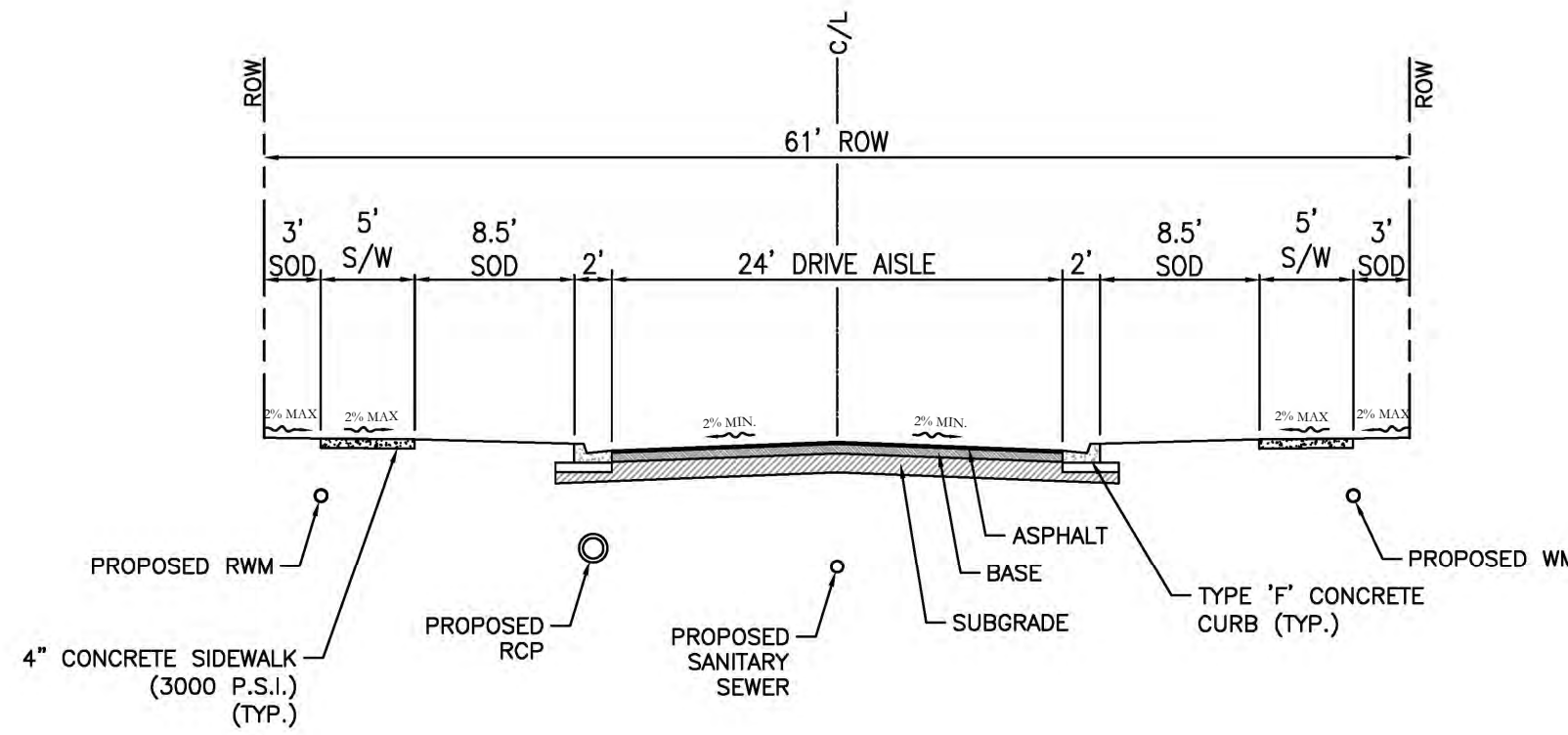
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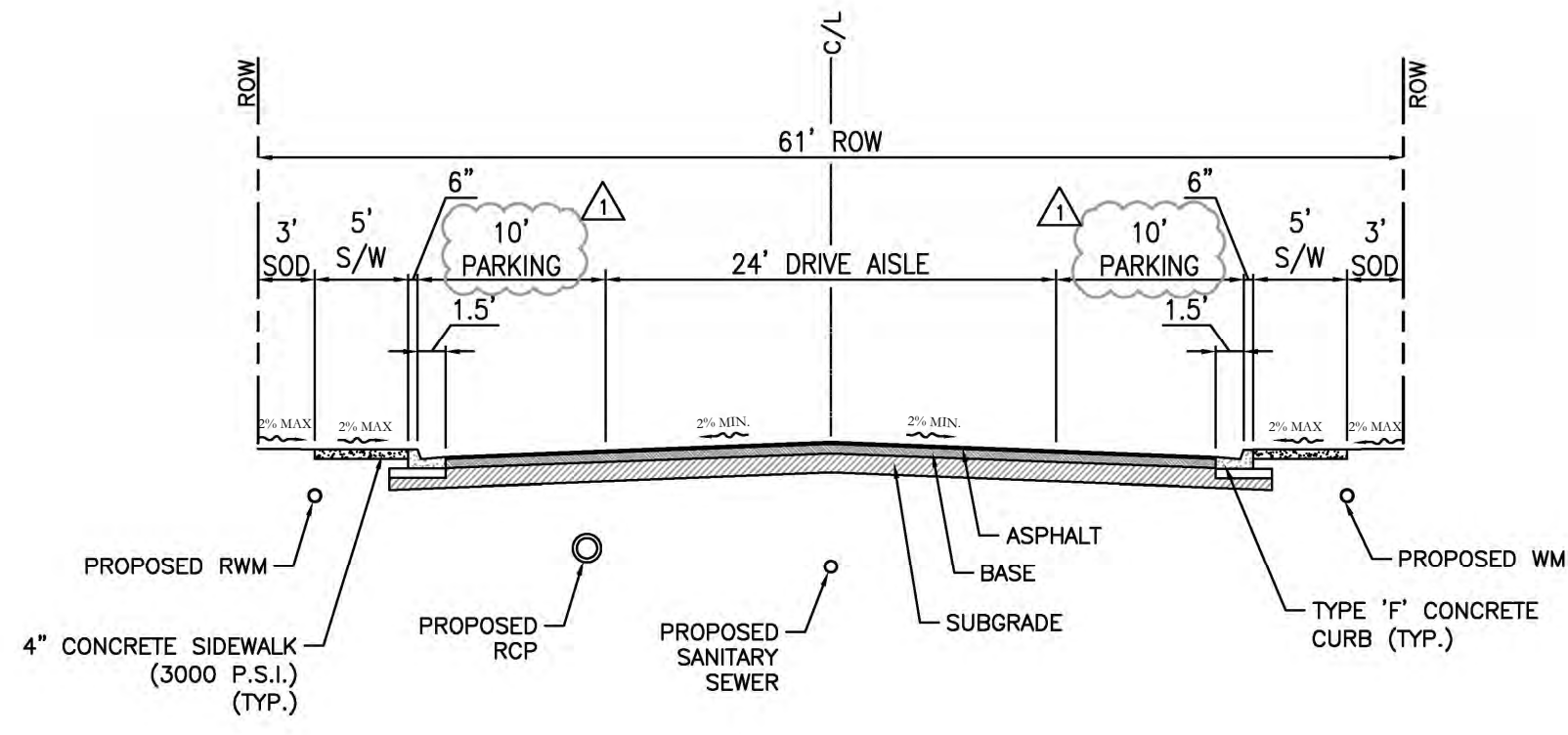
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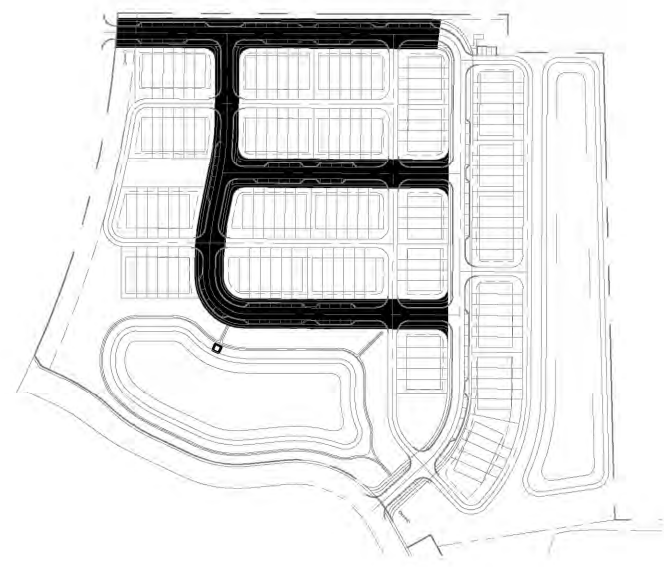
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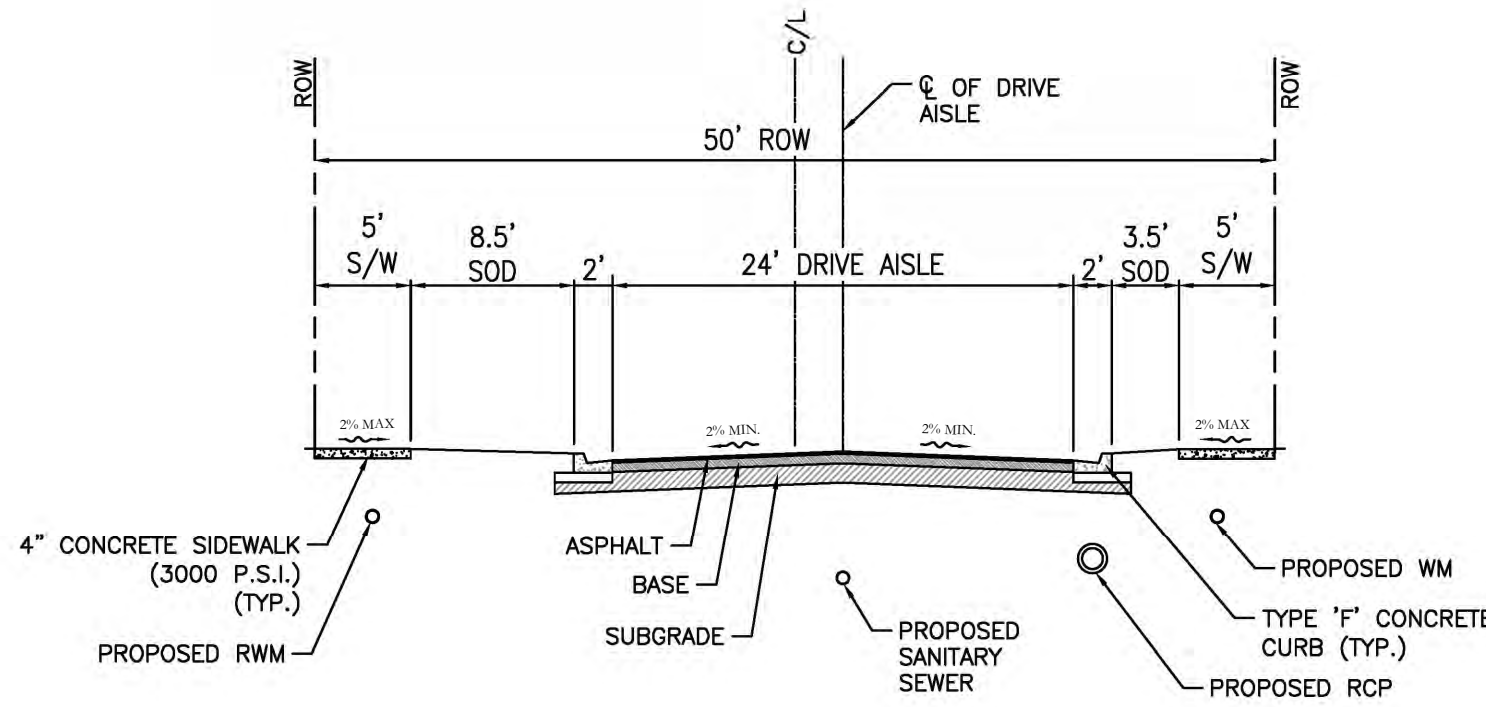
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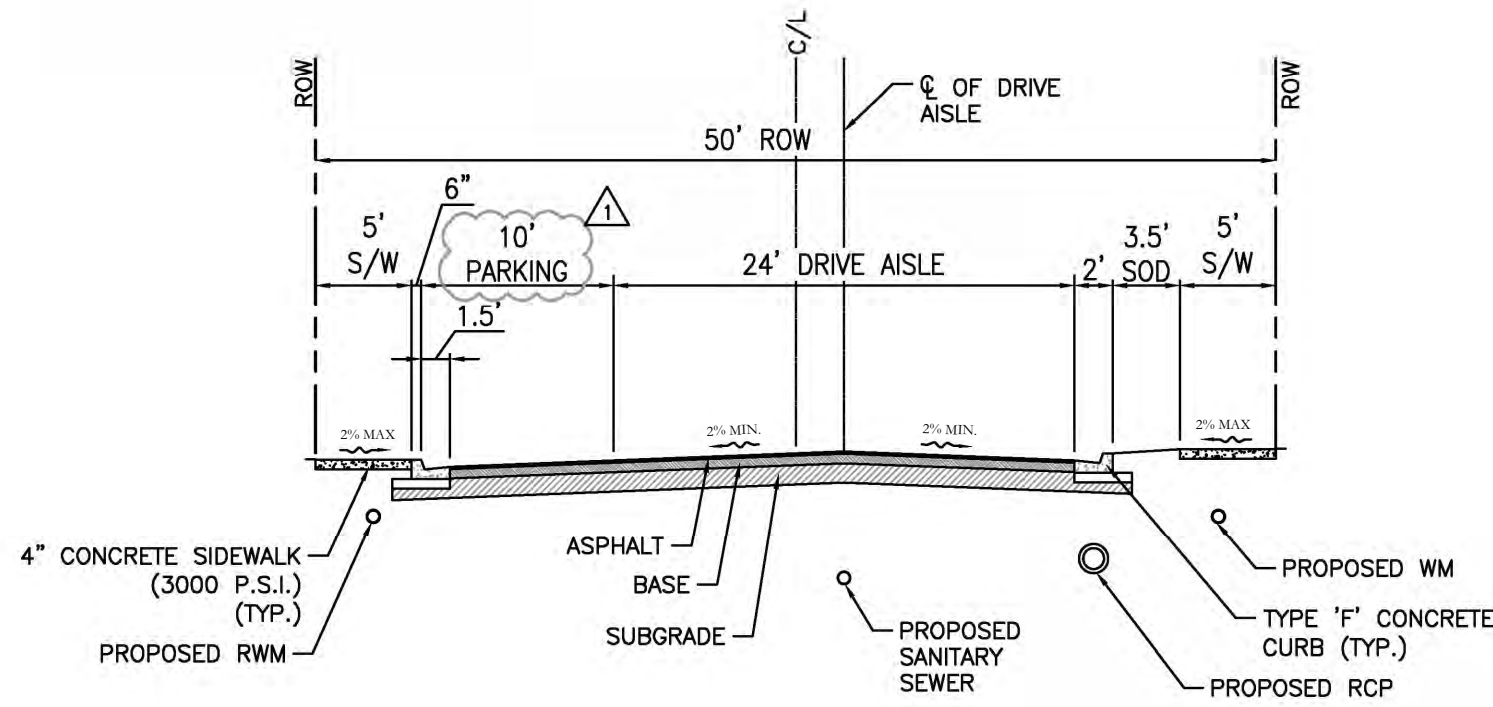
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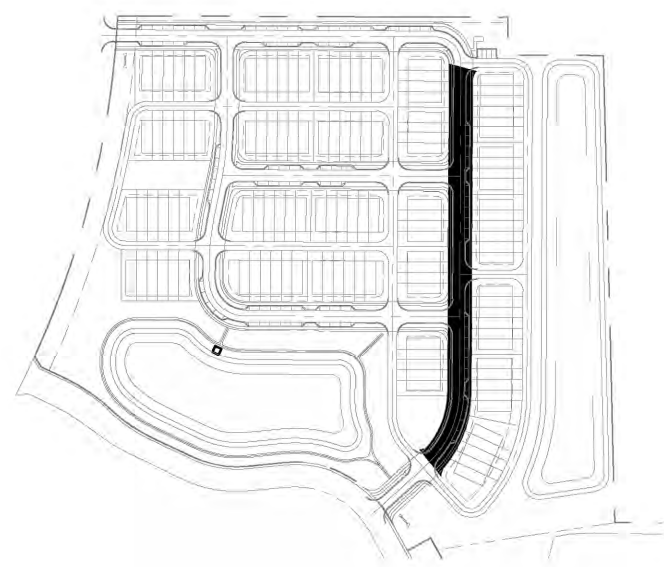
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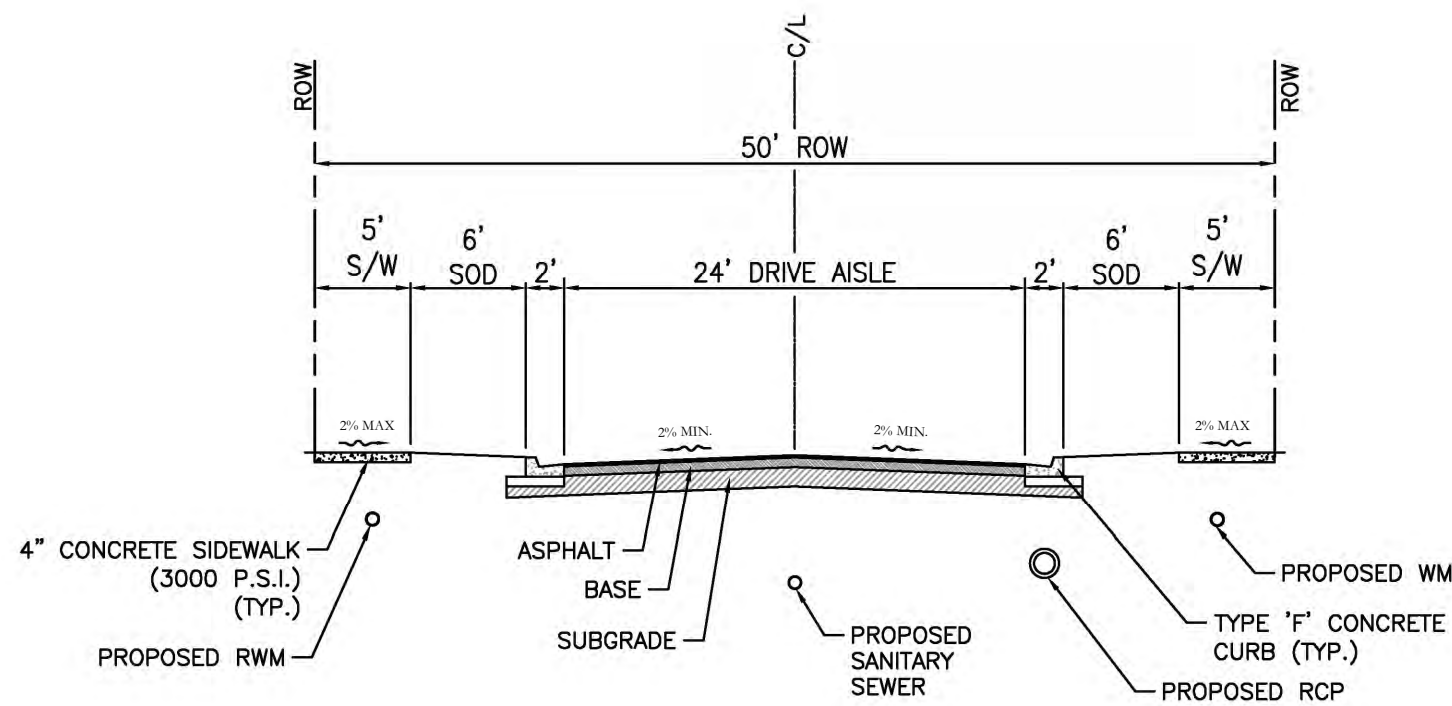
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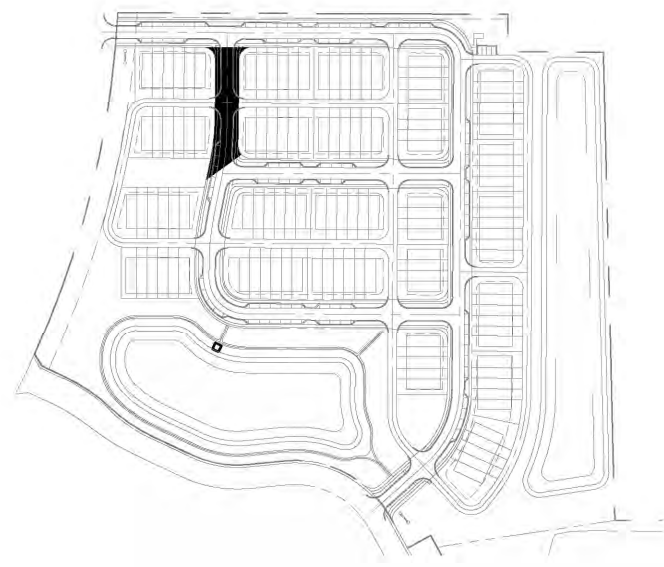
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WITH STREET PARKING (ONE SIDE ONLY) N.T.S.



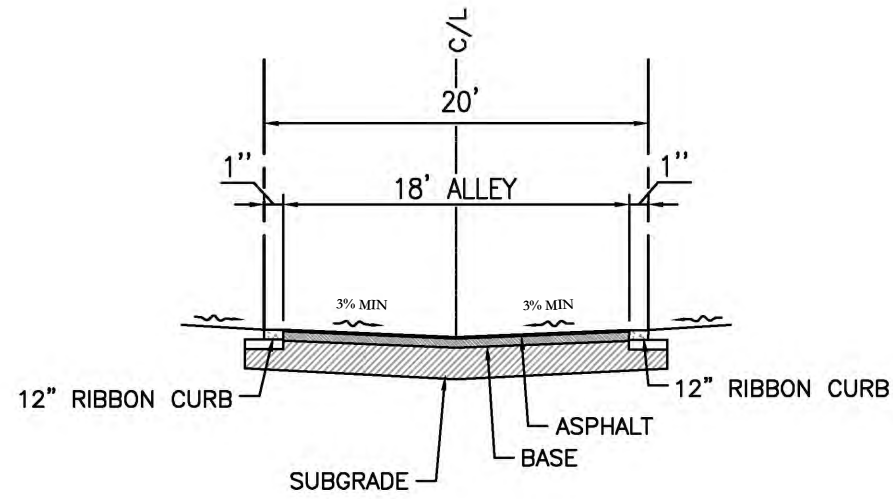
KEY MAP
N.T.S.



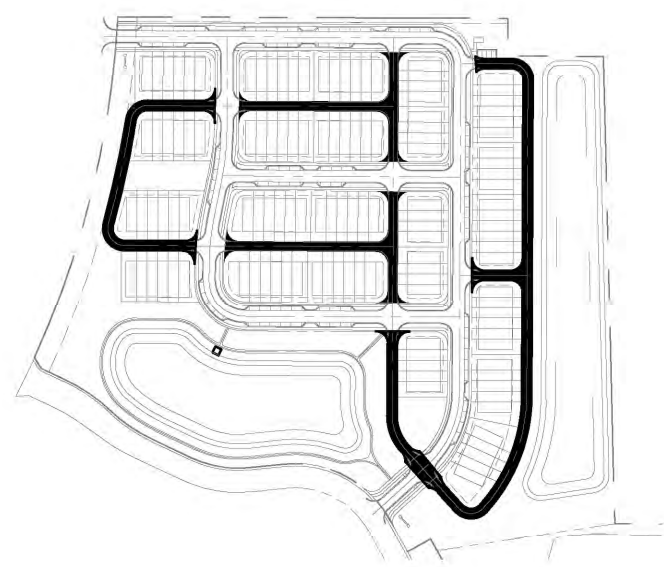
TYPICAL ROAD SECTION (50' ROW)
WITHOUT STREET PARKING (LOOP "B" ONLY) N.T.S.



KEY MAP
N.T.S.



TYPICAL ALLEY SECTION
N.T.S.



KEY MAP
N.T.S.

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SCALE IN FEET:		AS SHOWN

Project Name:

**VILLAGES OF
LOCH LEVEN**

Jurisdiction:
CITY OF MOUNT DORA,
FL

Sheet Title:

**TYPICAL ROAD
SECTIONS**

Sheet No.:

C5.00



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6Dii VICINITY MAP

6Dii NORTH ARROW & SCALE

5Ciii SURVEYOR OBSERVED POSSIBLE ENCROACHMENTS
HOG WIRE FENCE CROSSES BOUNDARY BY AT MOST 1.5'.
HOG WIRE FENCE CROSSES BOUNDARY BY AT MOST 0.5'.

3 FLOOD INFORMATION
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONES "x", "a" & "ae".
AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 120137
0359 E (MAP NO. 12060C0359E3), WHICH BEARS AN EFFECTIVE DATE OF
12/18/2012, AND IS IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING
WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "x" DENOTES AREAS
DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. ZONE "a"
DENOTES AREAS DETERMINED TO BE SPECIAL FLOOD HAZARD AREAS SUBJECT TO
INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT. NO BASE FLOOD
ELEVATIONS DETERMINED. ZONE "ae" DENOTES AREAS DETERMINED TO BE SPECIAL
FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE
FLOOD EVENT, BASE FLOOD ELEVATIONS DETERMINED.

6Dii LEGEND AND ABBREVIATIONS

CONCRETE SURFACE	ELECTRIC BOXES/STRUCTURES
BRW BRICK RETAINING WALL	UTILITY POLE
BWF BARBED WIRE FENCE	OUT ANCHOR
CCG CONCRETE CURB & GUTTER	LIGHT POLE
CLF CHAIN LINK FENCE	GROUND LIGHT
FND FOUND	ELECTRIC METER
FDOT FLUOROPOLYMER	ELECTRIC RISER
HW HEAD WALL	STORM MANHOLE
HWF HOG WIRE FENCE	WATERED END SECTION
IRC IRON PIPE	SANITARY MANHOLE
IRB IRON ROD WITH CAP	IRRIGATION CONTROL VALVE
LC LICENSED BUSINESS	WATER VALVE
LRB RECORDS BOOK	TELEPHONE RISER
PB PLAT BOOK	RECLAIM WATER VALVE
PG PAGE	SIGN
POB POINT OF BEGINNING	
POC POINT OF COMMENCEMENT	
PSM PROFESSIONAL SURVEYOR	
AND MAPPER	
(TYP)	

--- CENTERLINE	--- OVERHEAD UTILITY LINE	--- RIGHT-OF-WAY LINE
----------------	---------------------------	-----------------------

6Cvii PLATTED SETBACK OR RECORDED BUILDING RESTRICTION LINES
NONE PROVIDED TO THIS SURVEYOR.

SET "SCHEDULE B - SECTION 2" ITEMS

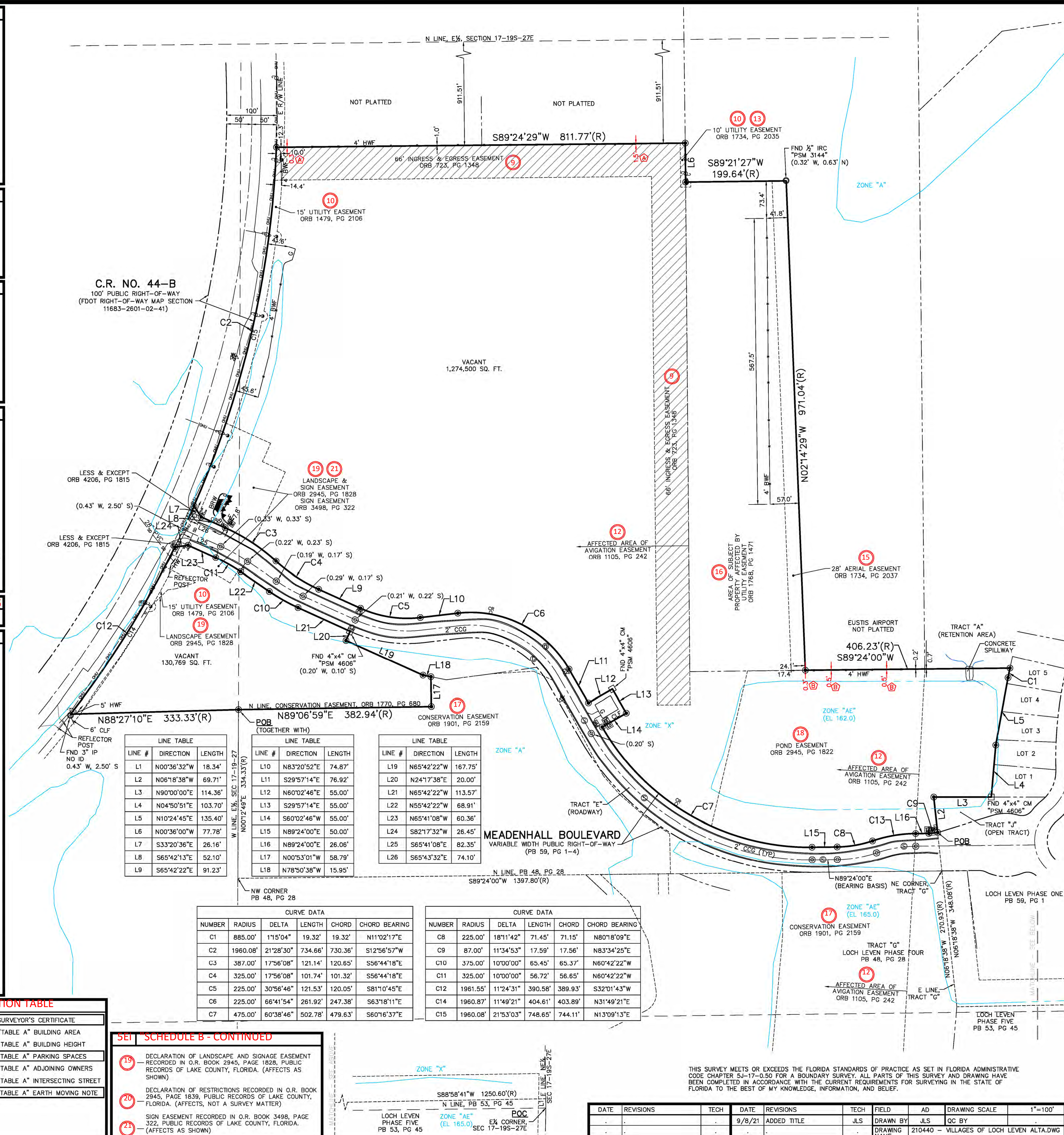
- 9 EASEMENTS SET FORTH IN WARRANTY DEED RECORDED IN O.R. BOOK 723, PAGE 1348, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)
- 10 RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC. CONTAINED IN INSTRUMENT RECORDED JANUARY 7, 1975, UNDER O.R. BOOK 603, PAGE 720; PARTIALLY RELEASED BY QUIT CLAIM DEEDS RECORDED IN O.R. BOOK 1479, PAGE 2106 AND O.R. BOOK 1734, PAGE 2035, AS AFFECTED BY SUBORDINATIONS OF UTILITY INTERESTS RECORDED IN O.R. BOOK 4036, PAGES 1736 AND 1740, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN & BLANKET 20' CENTERED ON EXISTING DISTRIBUTION LINES)
- 11 DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION, CONTAINED IN INSTRUMENT RECORDED MAY 21, 1999, UNDER O.R. BOOK 750, PAGE 475 AND PARTIALLY RELEASED BY QUIT CLAIM DEED RECORDED IN O.R. BOOK 1734, PAGE 2035, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (DOES NOT AFFECT, IS NOT ON OR ADJUTING SUBJECT PROPERTY)
- 12 AVIGATION EASEMENT RECORDED IN O.R. BOOK 1105, PAGE 242, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)
- 13 PERPETUAL RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC. CONTAINED IN INSTRUMENT RECORDED NOVEMBER 1993, UNDER O.R. BOOK 1257, PAGE 2042 AND PARTIALLY RELEASED BY QUIT CLAIM DEED RECORDED IN O.R. BOOK 1734, PAGE 2035, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)
- 14 ORDINANCE NO. 95-11 RECORDED IN O.R. BOOK 1368, PAGE 1368, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (NOT A SURVEY MATTER)
- 15 RESERVATIONS AND EASEMENT SET FORTH IN WARRANTY DEED RECORDED IN O.R. BOOK 1734, PAGE 2037, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)
- 16 DEVELOPMENT AGREEMENT RECORDED IN O.R. BOOK 1768, PAGE 1471, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)
- 17 CONSERVATION EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED NOVEMBER 18, 1999, UNDER O.R. BOOK 1770, PAGE 680 AND RECORDED IN O.R. BOOK 1796, PAGE 465 AND MODIFICATION OF CONSERVATION EASEMENT RECORDED IN O.R. BOOK 1901, PAGE 2159, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (DOES NOT AFFECT, AS SHOWN)
- 18 DECLARATION OF NON-EXCLUSIVE DRAINAGE EASEMENT RECORDED IN O.R. BOOK 2945, PAGE 1822, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)

(CONTINUED AT RIGHT, BELOW)

ALTA/NSPS LAND TITLE SURVEY IDENTIFICATION TABLE			
2	"TABLE A" PROPERTY ADDRESS	6Bvi	BEARING BASIS
3	"TABLE A" FLOOD INFORMATION	6Bvii	CONTIGUITY STATEMENT
4	"TABLE A" LAND AREA	6Bviii	TITLE COMMITMENT INFORMATION
5	ACCESS TO PROPERTY	6Cvi	RECORDED SETBACKS/RESTRICTIONS PROVIDED BY INSURED
5Ciii	SURVEYOR OBSERVED POSSIBLE ENCROACHMENTS	6Dii	NORTH ARROW & SCALE
5Ei	"SCHEDULE B - SECTION 2" ITEMS	6Dii	LEGEND & ABBREVIATIONS
6	CEMETERY NOTE	6Dii	VICINITY MAP
6Bii	TITLE DESCRIPTION	6Dii	SURVEYOR'S NOTES
		6Dii	TYPE OF SURVEY

SET "SCHEDULE B - CONTINUED"

- 19 DECLARATION OF LANDSCAPE AND SIGNAGE EASEMENT RECORDED IN O.R. BOOK 2945, PAGE 1828, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)
- 20 DECLARATION OF RESTRICTIONS RECORDED IN O.R. BOOK 2945, PAGE 1839, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS, NOT A SURVEY MATTER)
- 21 SIGN EASEMENT RECORDED IN O.R. BOOK 3498, PAGE 322, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AFFECTS AS SHOWN)



6Bxi TITLE COMMITMENT INFORMATION
THE TITLE DESCRIPTION AND SCHEDULE "B" ITEMS HEREON ARE FROM:
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO.: 1036616, HAVING
AN EFFECTIVE DATE OF MARCH 5, 2021.

6Bii TITLE DESCRIPTION
A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER (E. 1/4) CORNER OF SAID SECTION 17; THENCE NORTH 00°36'32" WEST ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 17, A DISTANCE OF 18.34 FEET; THENCE SOUTH 88°58'41" WEST ALONG THE NORTH LINE OF THE PLAT "LOCH LEVEN PHASE FIVE" AS RECORDED IN PLAT BOOK 53, PAGES 45 AND 46 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 1250.60 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF TRACT "G" OF THE PLAT "LOCH LEVEN PHASE FOUR" AS RECORDED IN PLAT BOOK 48, PAGES 28 AND 29 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 06°18'38" WEST ALONG SAID EAST LINE AND THE NORTHERLY PROJECTION THEREOF, 348.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 06°18'38" WEST ALONG SAID PROJECTION LINE, 69.71 FEET; THENCE NORTH 90°00'00" EAST, 114.36 FEET; THENCE NORTH 04°50'51" EAST, 103.70 FEET; THENCE NORTH 102°44'55" EAST 135.40 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 885.00 FEET, A CENTRAL ANGLE OF 01°15'04", AN ARC DISTANCE OF 19.32 FEET; THENCE SOUTH 89°24'00" WEST, 406.23 FEET; THENCE NORTH 02°14'22" WEST, 971.04 FEET; THENCE SOUTH 89°24'00" WEST, 199.64 FEET; THENCE SOUTHERLY ALONG SAID EAST LINE HAVING A RADIUS OF 387.00 FEET, A CENTRAL ANGLE OF 17°56'08", AN ARC DISTANCE OF 121.14 FEET TO A POINT OF TANGENCY; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 387.00 FEET, A CENTRAL ANGLE OF 17°56'08", AN ARC DISTANCE OF 121.14 FEET TO A POINT OF TANGENCY; THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 325.00 FEET; A CENTRAL ANGLE OF 17°56'08", AN ARC DISTANCE OF 101.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°42'22" EAST, 81.23 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 30°56'46", AN ARC DISTANCE OF 121.53 FEET TO A POINT OF TANGENCY; THENCE NORTH 83°20'52" EAST, 74.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 86°41'55", AN ARC DISTANCE OF 281.92 FEET TO A POINT OF TANGENCY; THENCE SOUTH 29°57'14" EAST, 76.92 FEET; THENCE NORTH 60°02'46" EAST, 55.00 FEET; THENCE SOUTH 29°57'14" EAST, 55.00 FEET; THENCE SOUTH 80°02'46" WEST, 55.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 80°38'46", A CHORD BEARING SOUTH 60°16'37" EAST, AN ARC DISTANCE OF 502.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°24'00" EAST, 50.00 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 181°14'22", AN ARC DISTANCE OF 71.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 181°14'22", AN ARC DISTANCE OF 87.33 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°24'00" EAST, 26.08 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 11°34'53", AN ARC DISTANCE OF 17.59 FEET TO THE POINT OF BEGINNING.

6Biii SURVEYOR'S NOTES
1. NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES IS SHOWN.
2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
3. THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2021 ALTA/NSPS SURVEY REQUIREMENTS.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).

4 LAND AREA

NORTHERN PARCEL	1,274,500± SQUARE FEET	29,258± ACRES
SOUTHERN PARCEL	130,789± SQUARE FEET	3,002± ACRES
TOTAL	1,405,289± SQUARE FEET	32,260± ACRES

6Biv BEARING BASIS
BEARINGS SHOWN HEREON ARE BASED ON CENTERLINE OF MEADENHALL BOULEVARD, WHICH BEARS N89°24'00"E, PER PLAT.

5F CEMETERY NOTE
THERE IS NO VISIBLE EVIDENCE OF CEMETERIES, BURIAL GROUNDS OR ISOLATED GRAVESITES ON SUBJECT PROPERTY.

9 PARKING SPACES
THERE IS NO STRIPPED PARKING ON SUBJECT PROPERTY.

5Biii ACCESS TO PROPERTY
THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO MEADENHALL BOULEVARD, A DEDICATED PUBLIC STREET OR HIGHWAY.

16 EARTH MOVING NOTE
THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

6Bvii CONTIGUITY STATEMENT
THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION ARE NOT CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.

7 SURVEYOR'S CERTIFICATE
TO: PARK SQUARE WF LLC, LOWMEDES, DROSDICK, DOSTER, KANTOR & REED, P.A.; AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.
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, 7(c), 7(b)(1), 7(c), 8, 9, 13, 14, 16, AND 19 OF THAT PLAN THEREOF.
THE FIELD WORK WAS COMPLETED ON 5/19/2021.
DATE OF PLAT OR MAP: 6/7/2021.

DATE	REVISIONS	TECH	DATE	REVISIONS	TECH	FIELD	AD	DRAWING SCALE	1"=100'
			9/9/21	ADDED TITLE	JLS	DRAWN BY	JLS	QC BY	
						DRAWING NAME	210440 - VILLAGES OF LOCH LEVEN ALTA.DWG		

10/14/21	
E. GLENN TURNER	DATE
PROFESSIONAL SURVEYOR & MAPPER NO: 5643	
STATE OF: FLORIDA	
PROJECT NO: 210440	
SURVEY PREPARED BY:	
AMERICAN SURVEYING AND MAPPING, INC.	
3191 MAGUIRE BLVD., SUITE 200	
ORLANDO, FL 32803	
CERTIFICATE OF AUTHORIZATION # LB6393	
PHONE: (407) 426-9797	
FAX: (407) 426-9741	
INFO@ASCMCORPORATE.COM	
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY E. GLENN TURNER PSM #5642 PER FAC 5J-17.062(2)	

ALTA/NSPS LAND TITLE SURVEY
BOUNDARY SURVEY OF VILLAGES OF LOCH LEVEN
MEADENHALL BOULEVARD
MOUNT DORA, FLORIDA
LAKE COUNTY



LEGAL DESCRIPTION

(FROM DRS 4388, PG 930)
A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST ONE-QUARTER (E. 1/4) CORNER OF SAID SECTION 17; THENCE NORTH 00°35'32" WEST ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 17, A DISTANCE OF 18.34 FEET; THENCE SOUTH 88°28'41" WEST ALONG THE NORTH LINE OF THE PLAT "LOCH LEVEN PHASE FIVE" AS RECORDED IN PLAT BOOK 53, PAGES 45 AND 46 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 1250.60 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF TRACT "G" OF THE PLAT "LOCH LEVEN PHASE FOUR" AS RECORDED IN PLAT BOOK 48, PAGES 28 AND 29 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE NORTH 00°18'38" WEST ALONG SAID EAST LINE AND THE NORTHERLY PROJECTION THEREOF, 348.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°18'38" WEST ALONG SAID PROJECTION LINE, 89.71 FEET; THENCE NORTH 90°00'00" EAST, 114.36 FEET; THENCE NORTH 04°50'51" EAST, 103.70 FEET; THENCE NORTH 102°24'42" EAST, 135.40 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 895.00 FEET, A CENTRAL ANGLE OF 01°15'04", AN ARC DISTANCE OF 15.32 FEET; THENCE SOUTH 89°24'00" WEST, 406.23 FEET; THENCE NORTH 02°14'29" WEST, 971.04 FEET; THENCE SOUTH 89°21'27" WEST, 190.84 FEET; THENCE NORTH 00°30'00" WEST, 77.78 FEET TO A POINT ON A LINE 811.51 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE EAST ONE-HALF (E. 1/2) OF SAID SECTION 17; THENCE SOUTH 89°24'00" WEST ALONG SAID PARALLEL LINE, 811.77 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 448 AS EXISTING AND IN USE; THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1880.00 FEET, A CENTRAL ANGLE OF 01°59'14", A CHORD BEARING SOUTH 12°09'14" WEST, AN ARC DISTANCE OF 748.65 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 65°42'22" EAST, 14.10 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 387.10 FEET, A CENTRAL ANGLE OF 17°38'09", AN ARC DISTANCE OF 121.14 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 17°56'08", AN ARC DISTANCE OF 101.74 FEET TO A POINT OF TANGENCY; THENCE SOUTH 65°42'22" EAST, 91.23 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 30°58'46", AN ARC DISTANCE OF 121.53 FEET TO A POINT OF TANGENCY; THENCE NORTH 83°20'52" EAST, 74.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 235.00 FEET, A CENTRAL ANGLE OF 18°11'42", AN ARC DISTANCE OF 71.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 18°11'42", AN ARC DISTANCE OF 87.33 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°24'00" EAST, 26.05 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 87.00 FEET, A CENTRAL ANGLE OF 11°34'53", AN ARC DISTANCE OF 17.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH
A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST ONE-QUARTER (E. 1/4) CORNER OF SAID SECTION 17; THENCE NORTH 00°35'32" WEST ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 17, A DISTANCE OF 18.34 FEET; THENCE SOUTH 88°28'41" WEST ALONG THE NORTH LINE OF THE PLAT "LOCH LEVEN PHASE FIVE" AS RECORDED IN PLAT BOOK 53, PAGES 45 AND 46 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, 1250.60 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF TRACT "G" OF THE PLAT "LOCH LEVEN PHASE FOUR" AS RECORDED IN PLAT BOOK 48, PAGES 28 AND 29 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 00°18'38" WEST ALONG SAID EAST LINE, 270.53 FEET TO THE NORTHEAST CORNER OF SAID TRACT "G"; THENCE SOUTH 89°24'00" WEST ALONG THE NORTH LINE OF SAID PLAT "LOCH LEVEN PHASE FOUR", 1,397.80 FEET TO THE NORTHEAST CORNER SAID PLAT AND A POINT ON THE WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF SAID SECTION 17; THENCE NORTH 00°12'49" EAST ALONG SAID WEST LINE, 334.33 FEET TO A POINT ON THE NORTHERLY LINE OF THAT CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1770, PAGE 680, OFFICIAL RECORDS BOOK 1796, PAGE 465, AND OFFICIAL RECORDS BOOK 1801, PAGE 259 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89°08'59" EAST ALONG SAID NORTHERLY LINE, 382.04 FEET; THENCE NORTH 00°53'01" WEST CONTINUING ALONG SAID NORTHERLY LINE, 56.79 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 78°30'38" WEST, 15.95 FEET; THENCE NORTH 65°42'22" WEST, 167.75 FEET; THENCE NORTH 24°17'38" EAST, 20.00 FEET; THENCE NORTH 65°42'22" WEST, 113.57 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 10°00'00", AN ARC DISTANCE OF 85.45 FEET TO A POINT OF TANGENCY; THENCE NORTH 55°42'22" WEST, 68.51 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1000.00", AN ARC DISTANCE OF 1000.00", AN ARC DISTANCE OF 56.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 65°42'22" WEST, 82.38 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 448 AS EXISTING AND IN USE; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1880.00 FEET, A CENTRAL ANGLE OF 01°59'14", A CHORD BEARING SOUTH 31°49'18" WEST, AN ARC DISTANCE OF 404.68 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 88°27'10" EAST PARALLEL WITH THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 17, A DISTANCE OF 323.33 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF MEADENHALL BOULEVARD, WHICH BEARS N89°24'00"E, PER PLAT BOOK 58, PAGES 1-4.
2. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, FENCES, WALLS, PARKING EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON INSPECTION AND LOCATION OF ABOVE-GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT-OF-WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF LAND, NOR HAVE ANY TITLE WORK PROVIDED TO THIS SURVEYOR BY THE CLIENT.
4. NOT VALID WITHOUT THE CERTIFIED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR & MAPPER PER FAC 54-17.00(2) AND 5417.00(3).
5. ALL RECORDING INFORMATION SHOWN HEREON DEFERS TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
6. VERTICAL INFORMATION BASED ON: BENCHMARK 11 BY OPSS HAVING A PUBLISHED ELEVATION OF 172.84 (HARD 88) DESCRIBED AS: 5' FOOT CONCRETE MONUMENT WITH DISK.
7. THIS IS NOT A BOUNDARY SURVEY, IT IS INTENDED TO BE USED FOR TOPOGRAPHIC PURPOSES ONLY.

FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONES "X", "A" & "AE", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 120137 0359 E (MAP NO. 120690359E3), WHICH BEARS AN EFFECTIVE DATE OF 12/18/2012, AND IS IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. ZONE "A" DENOTES AREAS DETERMINED TO BE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT, NO BASE FLOOD ELEVATIONS DETERMINED. ZONE "AE" DENOTES AREAS DETERMINED TO BE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT, BASE FLOOD ELEVATIONS DETERMINED.

UNDERGROUND UTILITIES

UNDERGROUND UTILITIES ARE NOT SHOWN, NO SUB-SURFACE EXCAVATION OR EXPLORATION WAS PERFORMED FOR THE PURPOSE OF PREPARING THIS SURVEY. ONLY VISIBLE SURFACE EVIDENCE OF UTILITIES IS SHOWN.

SHEET 1
OF 1

I HEREBY CERTIFY THAT THIS SURVEY, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL SURVEYOR & MAPPER IN CHAPTER 54-17, FLORIDA STATUTES, FLORIDA STATUTES.

E. GLENN TURNER PSM #5643

DATE

TECH

JLS

REVISIONS

TOPOGRAPHY

DATE

9/9/21

BOUNDARY SURVEY OF
VILLAGES OF LOCH LEVEN
MEADENHALL BOULEVARD
SECTION 17, TOWNSHIP 19 SOUTH, RANGE 27 EAST

LAKE COUNTY

MOUNT DORA, FLORIDA

JOB NO.: 210440

SCALE: 1"= 100'

FIELD DATE: 5/19/21

FIELD BY: AD

DRAWN BY: JLS

APPROVED BY: #

DRAWING FILE #

210440 - VILLAGES OF
LOCH LEVEN TOPO SPC
CCDWG

Exhibit B

Preliminary Plat Conditions

The Following Items Shall Be Addressed and incorporated into The Final Construction Plan:

CITY UTILITIES /PUBLIC WORKS:

1. Plan Sheet C2.01. Tracts Table. The "Utility Easement" row describes easements to be dedicated to the City of Mount Dora. Provide the proposed widths of the proposed utility easements.
2. Plan Sheet C2.01. Tracts Table. There is no tract in the table for reclaimed water.
3. Plan Sheet C4.10. • the plans show a potable water (PW) point of connection at Meadenhall Blvd and Loop A. The 8" PW main running along Meadenhall Boulevard from the Lancaster development does not run all the way to the proposed Meadenhall' entrance. This potable water main stops just after the lift station (LS). Field reconnaissance is planned. This line would need to be extended to SR 44B and connected to the 8" gate valve and stub-out on the south side of the Meadenhall Boulevard intersection with SR 44B.
4. Plan Sheet C4. 10. There are two proposed dead-end PW runs (Blocks 108 through 114 and 120 to 125) which would not be acceptable if City of Mount Dora was to own. Given the current layout and the proposed ownership of the alleys, it appears uncertain how these will be looped.
5. Plan Sheet C4. 10. There is no access to the sanitary sewer and the potable water runs on (Blocks 108 through 114 and 120 to 125) for maintenance and repair. The use of heavy equipment in these turfing/landscaped areas would be problematic to the landscaping and stabilized grades (especially in the OS/SW Tract 2 proposed pond area.
6. Plan Sheet C4. 10. Considering the above utility concerns the proposed development should consider being master metered at the potable water points of connection. Depending on how the lots are to be platted and owned provide regulatory information and references that guide such a development.
7. Recommend that the developer provide sufficient details of an approvable garbage collection operation at this time in order to avert the need to revise the plat later if at that time final engineering plans indicate problems with garbage collection facilities and maneuvers.
8. If it is determined that the development will be served by private water and sewer facilities, then we would welcome a decision to have the streets and alleys owned privately by an HOA for example.

LAKE COUNTY ENGINEERING

1. The signal warrant provided has a few minor concerns. The side street Meadhanhall Blvd is three lane road, and they are having it as standard two-lane road. Warrant 1B is only one off, not sure why they didn't call out more hours met in 1B. I recommend the city traffic engineering consultant review and provide a recommendation on this site development. This should also be provided to FDOT, if not already by the applicant with the Access permit, they will need for direct connection to SR 44.
2. Place "A" road is within a flood zone and further information will be required with the construction plan/final engineering. Any fill within the floodplain will need compensating storage. This flood zone is identified as an A Zone where the elevation has not been determined by FEMA. The county will need to be included in on the review of the flood study and elevation determination.

CPH, INC – CITY’S ENGINEERING CONSULTANT

1. Sheet C1.00 – the filling of the flood plain for Ally “6” (shown on sheet C4.00) will require a FEMA LOMA/R. FEMA LOMR/A.
2. Sheet C2.00 – what is the light dashed line signifying along the northern property line? Label this line accordingly.
3. Sheet C2.00 – does the owner/developer propose to vacant the existing ingress/egress easement?
4. Sheet C2.00 – the proposed pond along Meadenhall Boulevard is encroaching into the existing Sign and Landscape Easement. Will this easement be amended? Easement to be revised accordingly.
5. Sheet C4.00 – the discharge to CR 44B will require a permit from Lake County. Permit required
6. Sheet C4.00 – show the existing stormwater collection system in the Meadenhall Boulevard ROW. FSP plans.
7. Sheet C4.10 – the City will not own and/or maintain the potable water and sanitary sewer systems within this development based on current utility layout.
8. Sheet C4.10 – the reuse system is to be master metered and the on-site pipelines are to be owned and maintained by the HOA.
9. Randy Roberts (Repeat Comment): Applicant responded ‘Acknowledged’ but did address any of the referenced comments. The mark-ups from Randy Roberts referenced in this comment included the ALTA survey, Plan Checklist. One comment on the Plan stated that easements shown on the survey should be shown on the Plan. The revised Plan does not include all easements referenced on the survey. Will ingress/egress easement (#9) remain? If so, it does not line up with proposed internal road. Will Aviation Easement (#12) remain? If so, what is its affect does it have on the project?
10. Provide the text along the right hand side of plan sheet in darker text for clarity.
11. As part of the Preliminary Plat package, applicant submitted a TIA dated October 2021 (signed and sealed October 29, 2021). This is the same TIA that was submitted with the PUD Amendment application in November of 2021. Sandra Gorman previously provided two reviews of this document. The second review had one partially resolved comment (comment #3), see attached memo dated December 10, 2021. Please provide a response to comment #3. Repeat Comment: Refer to attached Traffic Memo from Sandra Gorman.
12. The project summary, first paragraph, references streets that are not in this vicinity. Update summary.
13. The same first paragraph references 32.3 acres of the proposed site will be directed to the storm water collection system and the balance of 1.5 acres are not accounted for in the calculations. In the report is a Post Development Map. This map has totals for Post Basins 100, 200 and 300 and totals 29.26 acres.
14. The second paragraph of the project summary references an orange grove bisected by N Grandview Street. This does not appear to be the description of this area.
15. In Section 3 of the report, Table 4 Recharge Calculation table – the table references Type A soils. Per the geotech report, the soils across the site are “poorly drained and very poorly drained.” Per the geotech report, the depth of the published ground water table is from 0 to 1 feet below existing ground. Also, per the geotech report there are areas of significantly hard soils which will not be conducive to percolation. Please document how and where the Type A soils are located that will allow the “required recharge.”
16. No Post Development calculations were provided. The 4th paragraph in the summary states a pre-post comparison was provided in Table 6. Table 6 was not provided.
17. Revisit, revise and resubmit the storm report for review.

18. Is the EOR proposing to underdrain all the roads in the development?
19. Current tree survey of the property.
20. Ecological Site Evaluation
21. TIA CPH Comment 11/2021: Based upon the methodology review, roadway analysis should be based upon 2021 traffic counts or 2019 traffic counts adjusted to 2020 conditions to account for the impact of the pandemic on traffic patterns. The roadway analysis was performed using 2020 data, please revise accordingly.
22. Provide the warrant analysis and storage calculations for the proposed Southbound left turn lane at the project entrance. CPH Comment 12/2021: Comment partially addressed. FDOT minimum storage is 50 feet for a left turn lane, therefore the minimum turn length required is 235 feet. It is agreed that the existing TWLTL is adequate to accommodate the necessary turn lane length. However, please clarify if the TWLTL will be modified to an exclusive left turn lane for the project entrance or maintain operation as a TWLTL.
23. SR 44 is under the jurisdiction of FDOT, and therefore the signal warrant analysis will require additional review by FDOT prior to approval/denial.
24. The analysis does not indicate whether the existing traffic volumes used in the analysis were seasonally adjusted to reflect peak season conditions.
25. Turning movement counts were not obtained for each of the 8 highest hours of traffic for use in the analysis. Based upon the right turn lane on the minor approach, turning movement counts are recommended to evaluate the warrant to determine if the right turn movement should be excluded from the minor approach volumes as directed in the MUTCD.
26. The warrant analysis was also evaluated using the southbound left turning movement as the minor approach per the MUTCD, however, detailed turning movement counts were not used in the analysis to determine if the warrants were satisfied.
27. The analysis indicates that a traffic signal is not anticipated to be warranted with the addition of the Loch Leven townhouse development. Addressing the comments above will be unlikely to alter the final findings of the signal warrant analysis. An updated analysis may be requested at the City or FDOT's discretion to address the above issued comments.



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

DATE: June 7, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Final Reading of Ordinance No. 2022-08, Pertaining to Charter Amendment for Building Height Limitation

Introduction:

This is a request for City Council to approve the final and second reading of Ordinance No. 2022-08.

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

Discussion:

As directed by City Council at the May 3, 2022 meeting, the City Attorney along with planning staff assistance proceeded with a proposed amendment to the City's Charter to limit building heights in certain areas. As noted in the previous City Council discussions on this matter, the framework of the attached ordinance Charter language was taken from a group of citizens' proposed building height document/petition with suggested text. To assist in the areas under consideration, Attachment 1 depicts the two building height areas as listed and referred to in the proposed Charter Amendment entitled "*Building Height Impact District Map*" : 1) 35 feet building height for all lands located within the existing adopted Historic Preservation Review Area; and 2) 25 feet building height for lands located within 100 feet of the shoreline of Lake Dora. The final legal advertisement for the adoption hearing is included in Attachment 2.

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

- The City Council at their regularly scheduled meeting held on May 17, 2022, recommended approval of First Reading of Ordinance No. 2022-08 and hold hearing for Second Reading and Adoption.
- The City Council at their regularly scheduled meeting held on May 3, 2022, was provided a draft Charter Amendment Ordinance with several edits pertaining to building height limitations for discussion.
- The City Council at their regularly scheduled meeting held on April 19, 2022, was provided a draft Charter Amendment Ordinance pertaining to building height limitations for discussion. In addition, the City Council reviewed and discussed a draft survey questionnaire that would be sent to businesses within the subject area.
- The Building Height Advisory Committee at their regularly scheduled meeting held on March 17, 2022, recommended the following items:
 - The City Council should place the petition as submitted by the petitioners on the next ballot.
Motion Failed. Vote: 5-6.
 - The City Council to draft its own ordinance for a charter amendment that would include a limitation on building height and also a specific process and procedure for variances which shall be placed within the land development code.
Motion Approved. Vote: 9-2.
 - The City Council to draft an ordinance to include in the Land Development Code that was provided to the committee (drafted by committee member Mr. Tom Pauls) by amending draft variance number seven and number four as members discussed, to allow for a specific variance for properties within the Building Height Impact District.
Motion Approved. Vote: 8-3.
 - The City Council to conduct a survey of the Building Height Impact District business owners regarding impacts.
Motion Approved. Vote 10-1.

Budget Impact:

None.

Strategic Impact:

GOAL 1: Economic Development

Objective 1.3. Attract new commercial businesses/residential development

Recommendation:

City Council approve the Second Reading and Adoption of Ordinance No. 2022-08, Pertaining to Charter Amendment for Building Height Limitation.

Attachment(s):

1. Attachment 1 Building Height Impact District Map

2. Attachment 2 Legal Ad Publication (ADA)
3. Ord 2022-08.Building Heights.Charter.Final Reading.SGS.2

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Vince Sandersfeld, Planning and Development Director
Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

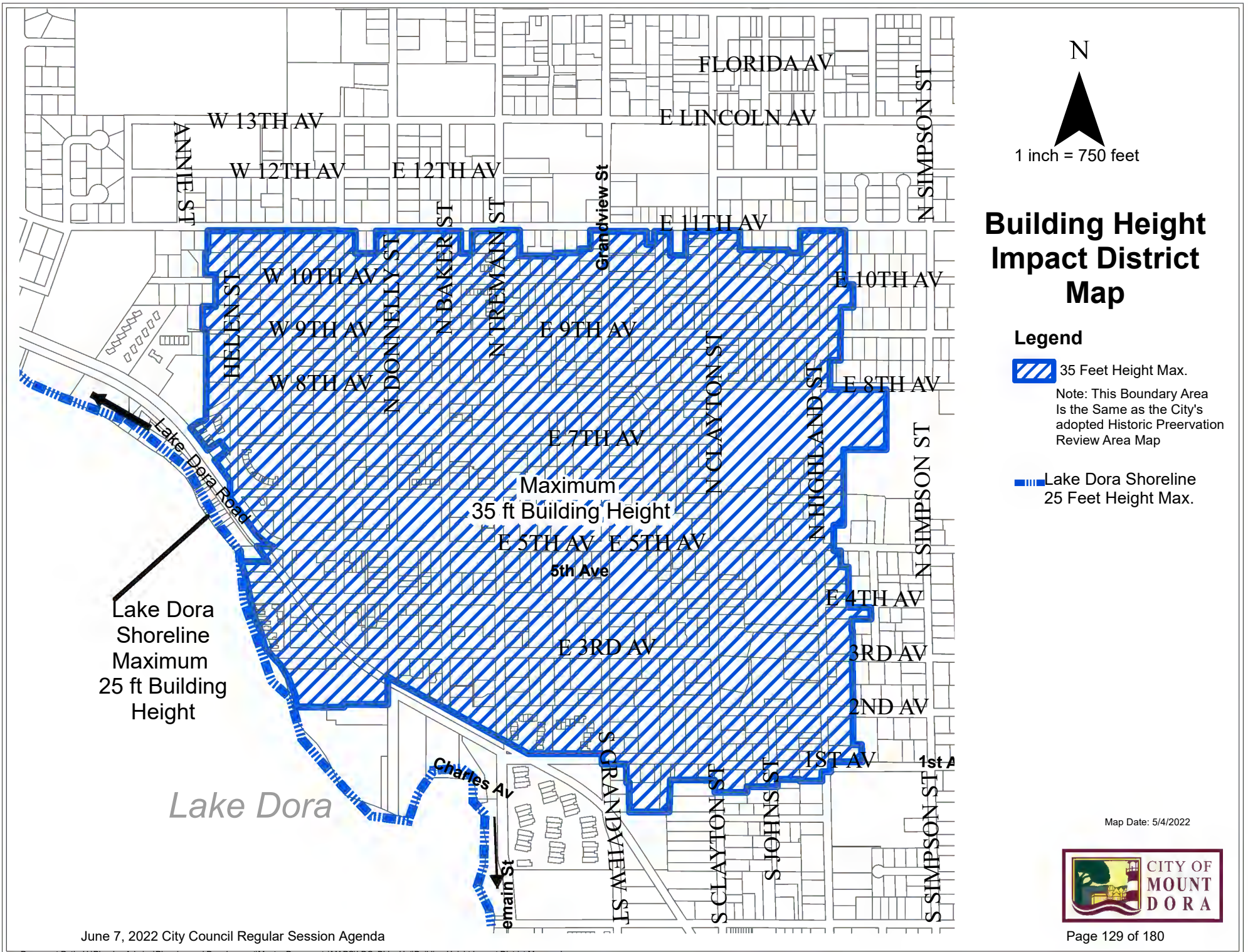
Approved - 5/17/2022

Approved - 5/20/2022

Approved - 5/31/2022

Approved - 5/31/2022

Final Approval - 6/1/2022



N



1 inch = 750 feet

Building Height Impact District Map

Legend

- 35 Feet Height Max.
Note: This Boundary Area Is the Same as the City's adopted Historic Preservation Review Area Map
- Lake Dora Shoreline
25 Feet Height Max.

Map Date: 5/4/2022



ATTACHMENT #2

NOTICE OF PROPOSED ENACTMENT ORDINANCE NO. 2022-08 CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-08. The final public hearing on the ordinance will be held on Tuesday, June 7, 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 2022-08 is as follows:

ORDINANCE NO: 2022-08

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO A CHARTER AMENDMENT FOR THE 2022 BALLOT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING PROPOSED CHARTER AMENDMENT WITH TITLE AND BALLOT QUESTION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE AND CODIFICATION.

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: April 27, 2022

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO A CHARTER AMENDMENT FOR THE 2022 BALLOT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING PROPOSED CHARTER AMENDMENT WITH TITLE AND BALLOT QUESTION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE AND CODIFICATION.

WHEREAS, Florida Statutes, Section 166.031, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality, proposed amendments to its charter; and

WHEREAS, pursuant to the City of Mount Dora Charter, the City Council shall cause the Charter to be reviewed, no less than once every five years; however, may cause amendment to the same at any time deemed appropriate; and

WHEREAS, on September 21 2021, the City adopted Resolution No. 2021-115, which created the Building Height Advisory Committee; and

WHEREAS, on April 5, 2022, following absolute dedication and clear focus to the task at hand, the City of Mount Dora Building Height Advisory Committee delivered its report and recommendations to City Council; and

WHEREAS, based on the report and recommendations of the Building Heights Advisory Committee, the City of Mount Dora has determined that it is appropriate to propose revisions to the City's Charter; and

WHEREAS, the City of Mount Dora has determined that it is in the best interest of its citizens to submit the Charter amendment proposed herein to the registered voters of Mount Dora at the general election to be held on November 8, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF 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. IMPLEMENTING ADMINISTRATIVE ACTIONS.

A. The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this 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 prudent.

B. The City Clerk, as the Filing Officer for the City, is hereby directed to coordinate with the Lake County Supervisor of Elections, as necessary, to ensure that all advertising, translation and notice requirements are met to conduct the referendum election called for in Section 3 hereof.

SECTION 3. PROPOSED CHARTER AMENDMENTS WITH TITLE AND BALLOT QUESTION.

The amendment to the City of Mount Dora Charter as set forth hereafter shall be proposed to the registered voters of Mount Dora by way of the title and ballot question specified at the general election to be held on November 8, 2022. Underlined words constitute additions.

ARTICLE VII. BUILDING HEIGHTS

Section 32. – Limitations, Exceptions, Variances

- a. *Building Height Impact District.* The Building Height Impact District as used herein shall mean the City's Historic Preservation Review Area and the lands within 100 feet of the normal high-water control level of Lake Dora, as depicted in the City of Mount Dora Comprehensive Plan 2045, Future Land Use Map Series, Map II-2e, as of the effective date of this Article,
- b. As of the effective date of this Article, no building or other structure shall be constructed, erected, situated or located, in the Building Height Impact District, which exceeds thirty-five (35) feet in height, excluding structural appurtenances as set forth in the City of Mount Dora Land Development Code and measured pursuant to the Definitions established by the City of Mount Dora Land Development Code.
- c. As of the effective date of this Article, no building or other structure shall be constructed, erected, situated or located, within one hundred (100) feet of the normal high water control level of Lake Dora, which exceeds twenty-five (25) feet in height, excluding structural appurtenances as set forth in the City of Mount Dora Land Development Code and measured pursuant to the Definitions established by the City of Mount Dora Land Development Code.

- d. Any legally non-conforming building or structure, existing as of the effective date of this Article, shall be exempt from the provisions of this Article and in the event of destruction of any such legally non-conforming building or structure, in whole or in part, said legally non-conforming building or structure may be rebuilt to a height not exceeding the height of the same at the time of destruction, subject to all applicable City codes, rules and regulations which are in effect at the time of such reconstruction.
- e. A Building Height Impact District Variance of up to five (5) additional feet may be pursued from the building height limitations set forth herein by way of the process set forth in the City of Mount Dora Land Development Code. The Building Height Impact District Variance process as set forth in the City of Mount Dora Land Development Code on the effective date of this Article may only be revised if the proposed revision is submitted to the electors during a general election and approved by majority vote.

TITLE:

Establishing City of Mount Dora Charter, Article VII, Building Heights, Section 32, Limitations, Exceptions, Variances.

QUESTION:

Vote YES for an Amendment to the City Charter which limits building heights to 35 feet in the Building Height Impact District, and to 25 feet within 100 feet of the high-water control level of Lake Dora, excluding certain structural appurtenances and providing exceptions for existing legally non-conforming structures and variance capabilities, not to exceed 5 additional feet or vote NO if you do not want a City Charter Amendment which limits building heights.

YES ____

NO ____

SECTION 4. SCRIVENER'S ERRORS.

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 with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. SAVINGS CLAUSE.

All prior actions of the City pertaining to amending the City Charter, as set forth herein, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. CONFLICTS.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair

the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE AND CODIFICATION.

A. This Ordinance shall become effective immediately upon enactment by the City Council and recordation in the Public Records of Lake County, Florida.

B. The Charter amendment proposed in Section 3 of this Ordinance shall become effective if a majority of the electors, voting in the general election on November 8, 2022, vote in favor of such amendment. Thereafter, the approved amendment shall be codified into the City of Mount Dora Code of Ordinances and be renumbered or re-lettered as deemed appropriate by the codifier. The City Clerk shall file the revised Charter with the Department of State.

FIRST READING: May 17, 2022

SECOND READING: June 7, 2022

PASSED AND ADOPTED this 7th day of June, 2022.

CRISSY STILE
MAYOR, City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen
City Attorney



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

DATE: June 7, 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. 2022-39,
Annexation for Lake County Water Authority (153.79 Acres)

Introduction:

This is a request for City Council to approve first reading of Ordinance No. 2022-39 and hold the second reading and adoption.

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

Discussion:

Further annexation descriptions and details are contained in Attachment 1 (*Annexation Summary Report*). The applicant has petitioned the City for annexation for several parcels (153.79 acres) located south of SR 46, the terminus of Robie Avenue, and on the west side of Round Lake Road. This action is for annexation only. The lands are eligible for annexation, contiguous to existing city limits adjacent to the west (land-fill site) and located within the City/County Joint Planning Agreement (JPA) boundary.

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

- The Development Review Committee (DRC) on May 27, 2022, reviewed and recommended approval of the annexation request and recommended it to forward to the City Council.

Budget Impact:

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 Goals for continuation of annexations of areas that are logical and fill in the logical and natural boundaries of the City Limits.

Recommendation:

City Council approve First Reading of Ordinance No. 2022-39, Annexation for Lake County Water Authority (152.79 Acres).

Attachment(s):

1. Attachment 1 Annexation Summary Report (updated)
2. Ordinance No 2022-39 Lake Co Water Authority(1st Reading).SGS

Prepared by: Vince Sandersfeld, Planning and Development Director

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

Approved - 5/31/2022
Approved - 6/1/2022
Approved - 6/1/2022
Final Approval - 6/1/2022



**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
LAKE COUNTY WATER AUTHORITY**

Report Date:

June 7, 2022

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Owner/Applicant: Lake County Water Authority

Existing Use: Wolf Branch Sink Preserve / Vacant Land / Conservation

Alt. Keys & Site Area:	Alt. Key	Acres
	3448707	9.87
	3387830	57.19
	3372379	23.14
	1128536	25.38
	3433645	18.19
	1128528	20.02
	TOTAL	153.79 Acres

Proposed Use: None
 Future Land Use: County Conservation
 Proposed FLU: City Conservation
 Current Zoning: County Light Manufacturing (61.06 acres) or LM
 County R-1 (92.73 acres)
 Proposed Zoning: City Greenbelt or GB
 City Council District: Two (2)
 JPA: Yes

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Reg. Office	LM/MP/Ag	Rail Road / Vacant Land
South	County	Res. Low	PUD	SFR
East	County	Reg. Office	Ag	SFR
West	City	Reg. Office	PUD	Land Fill

Analysis:

The subject property is located in the City/County Joint Planning Area (JPA). The property is contiguous to the City limits adjacent to the west and eligible for annexation. The Lake County Water Authority (formerly Oklawaha Basin Recreation and Water Conservation and Control Authority) has assembled numerous parcels as a conservation (environmental) land area of the Wolf Branch Sink Preserve. The preserve is located at the east end of Robie Avenue, east of Highway 441 and south of State Road 46.

As part of the annexation request planning staff has assisted the applicant to combine the six parcels into a single tract/tax parcel. This was a request of the owners.

This action is only for annexation. The City will be processing city zoning assignment, as requested by the applicant, once annexation has been finalized. The City's zoning will ensure further environmental protections by removing the current County's Light Manufacturing (LM and R-1 zoning districts with a City proposed Greenbelt Zoning District.

Notification:

JPA Notice to Lake County: May 19, 2022

Notice to Lake County BCC [Ch. 171.044(3) F.S]: May 23, 2022

Ordinance Enactment Legal Ad: June 10, 2022

Non-Legal Ad (1): June 10, 2022

Non-Legal Ad (2): June 17, 2022

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

Public Hearing Schedule:

DRC: May 27, 2022

City Council 1st Reading: June 7, 2022

City Council 2nd Reading/Adoption: June 21, 2022



**CITY OF
MOUNT
DORA**

ANNX22-02

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

VOLUNTARY ANNEXATION APPLICATION

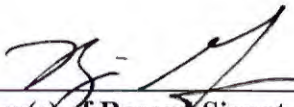
Date : 5/18/22

1. Applicant's Name: Ben Garcia
 Company's Name: LAKE COUNTY WATER AUTHORITY
 Address: 27351 STATE ROAD 19
 City, State & Zip: TAVARES, FL 32778-3119
 Phone: 352-324-6141 E-mail: beng@lcwa.org
2. Owner's Name: Same
 Lake County Water Authority formerly known as the Oklawaha Basin Recreation
 Company's Name: and Water Conservation and Control Authority (see Chapter 2000-492 Laws of Florida)
 Address: _____
 City, State & Zip: _____
 Phone: _____ E-mail: _____
3. The property generally located (list adjacent streets): _____
Round Lake Road and Robie Avenue
4. The address(s) of the property: _____
5. Alt Key(s): Listed on Attached - 6 Parcels
6. Size of property in Acres: 153.70+/- Square Feet: _____
7. Does property have, or will it have City Water and Sewer?
No existing central city water/sewer

8. Does property have, or will it have Well or Septic Tank?
No existing well or septic
9. Current Zoning District (County): County Light Manufacturing (LM)
and R-1
10. Future Land Use Category (County): _____
County Conservation
11. Requested Zoning District (City): City Greenbelt (GB)
12. Requested Future Land Use Category (City): City Conservation
13. Present use and structures on the property (list number of residential dwelling units):
Wolf Branch Sink Preserve
No Structures

CERTIFICATION AND SIGNATURE

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


Owner(s) of Record Signature(s)

5/19/22
Date

ATTACHMENT #1

LAKE COUNTY WATER AUTHORITY

Alt Key	Acres
3448707	9.87
3387830	57.19
3372379	23.14
1128536	25.38
3433645	18.19
1128528	<u>20.02</u>
	153.79



N.T.S.

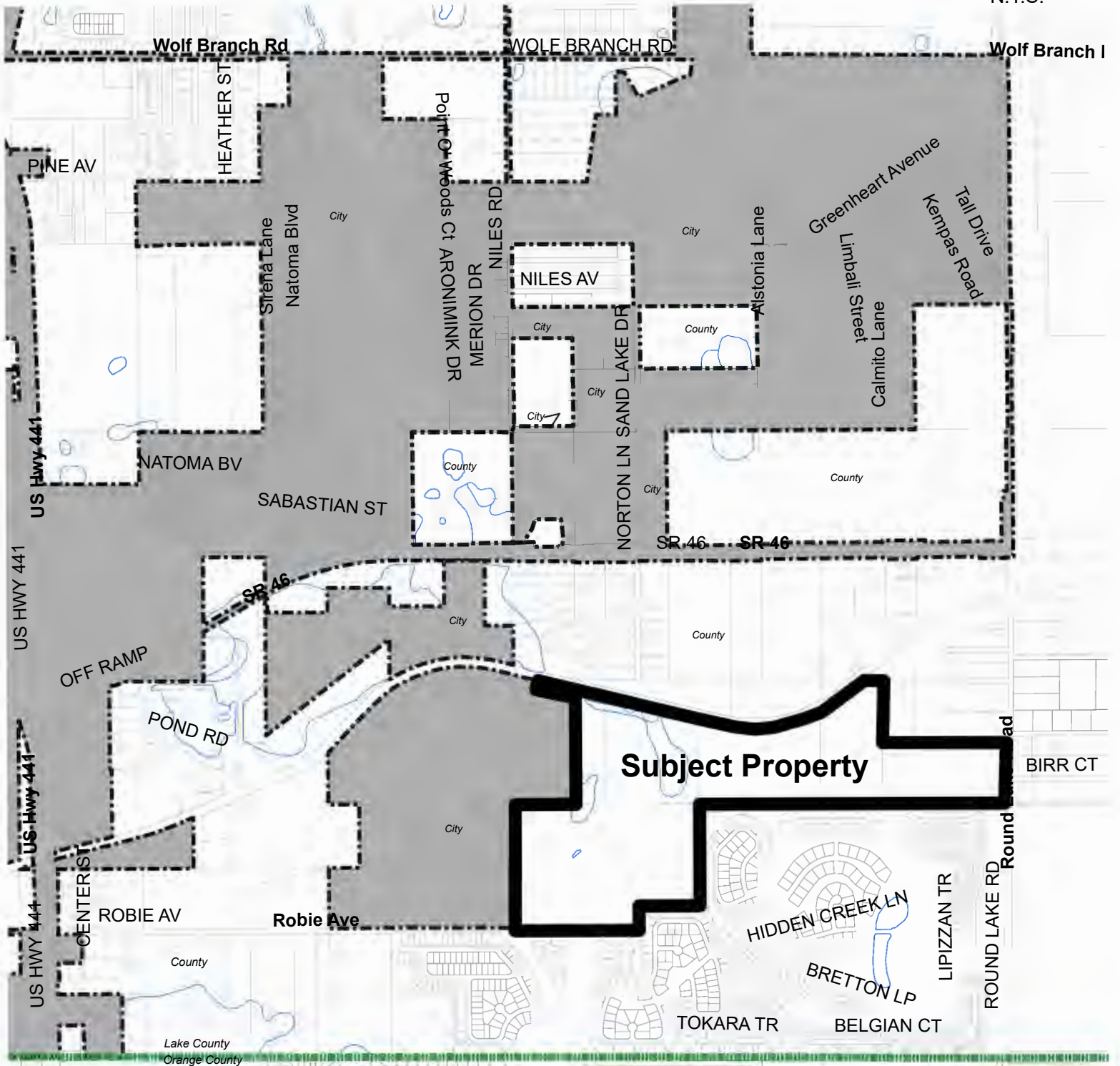
Legend



City Limits

JPA

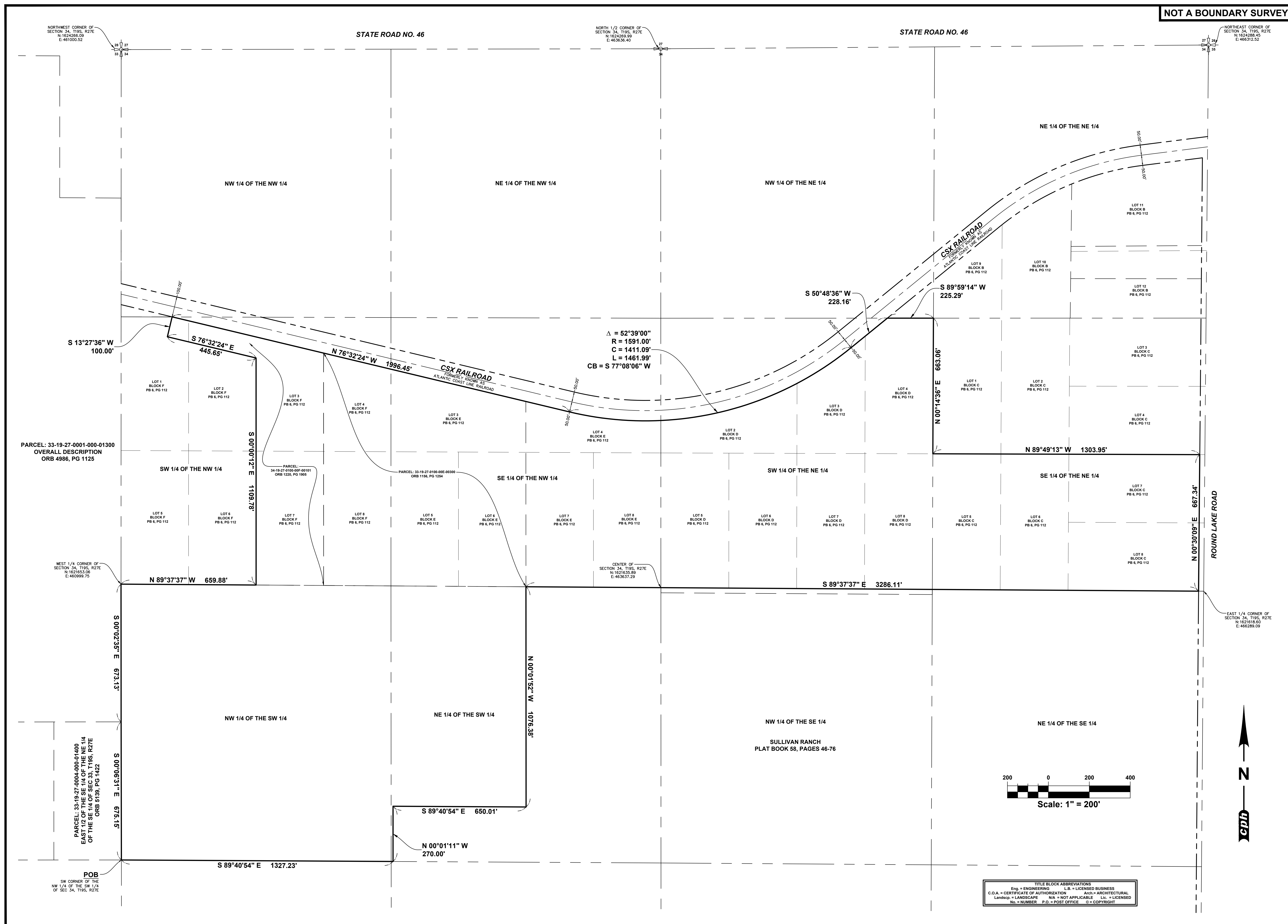
VICINITY MAP



Orange Blossom Trail



June 7, 2022 City Council Regular Session Agenda Page 143 of 180



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Sanford, FL 32771
Ph: 407.322.6841

Plans Prepared By:
CPH, Inc.

State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

[illegible]

SKETCH AND DESCRIPTION

CITY OF MOUNT DORA
SECTION 34-TOWNSHIP 19 SOUTH-RANGE 27 EAST
LAKE COUNTY, FLORIDA

NOT VALID WITHOUT SHEETS
1 AND 2 OF 2.

Sheet No.
2

ATTACHMENT #1

[TRACT 77](#)

SUNSET HILLS FROM W 1/4 COR OF SEC RUN 89DEG 31MIN 27SEC E ALONG SAID EAST-WEST MID-SEC LINE 989.87 FT FOR POB, CONT N 89DEG 31MIN 27SEC 988.42 FT, N 00DEG 52MIN 48SEC W 905.74 FT TO S'LY R/W LINE OF RR, N 77DEG 23MIN 17SEC W ALONG S'LY R/W LINE OF RR 1016.25 FT TO CENTERLINE OF NASHVILLE AV, S 00DEG 52MIN 14SEC E ALONG SAID CENTER LINE 1135.87 FT TO POB, ALSO DESC AS LOTS 3, 5, 6, BLK E, LOTS 4, 8 BLK F, THAT PART OF VACATED STS, PB 6 PG 112 ORB 1156 PG 1252 ORB 1156 PG 1254

[TRACT 78](#)

BEG AT SW COR OF NW 1/4 OF SW 1/4 OF SEC, RUN N 89DEG 27MIN 29SEC E A DIST OF 1327.23 FT, THENCE N 00DEG 52MIN 48SEC W 270 FT, THENCE RUN N 89DEG 27MIN 29SEC E 650 FT TO E LINE OF W 1/2 OF NE 1/4 OF SW 1/4 OF SEC, THENCE RUN N 00DEG 52MIN 48SEC W ALONG THE E LINE A DIST OF 1076.63 FT TO THE EAST-WEST MID-SECTION LINE, THENCE RUN S 89DEG 31MIN 27SEC W ALONG THE EAST-WEST MID-SECTION LINE A DIST OF 1978.29 FT TO THE W 1/4 COR OF SEC, THENCE RUN S 00DEG 55MIN 28SEC E ALONG THE W LINE OF THE SW 1/4 A DIST OF 1348.92 FT TO POB ORB 1171 PG 2157

[TRACT 79](#)

SUNSET HILLS LOTS 3, 4, 7, 8 BLK D, W 1/2 OF VACATED ELLIS AVE E OF LOT 4 BLK D PB 6 PG 112 ORB 1777 PG 2258

[TRACT 80](#)

SUNSET HILLS THAT PART OF BLK F DESCRIBED AS FOLLOWS: FROM W 1/4 COR OF SEC RUN N 89DEG 31MIN 27SEC E ALONG MID-SEC LINE 659.92 FT TO CENTERLINE OF ORLANDO AV & POB, CONT N 89DEG 31MIN 27SEC E 329.95 FT TO CENTER LINE OF NASHVILLE AV N 00DEG 52MIN 14SEC W 1135.87 FT TO A PT ON S'LY R/W LINE OF A C L RR, N 77DEG 23MIN 17SEC W ALONG S'LY R/W OF A C L RR 760.59 FT, S 12DEG 36MIN 43SEC W 100 FT, S 77DEG 23MIN 17SEC E 445.65 FT TO CENTERLINE OF ORLANDO AV, S 00DEG 51MIN 05SEC E 1109.78 FT TO POB, BEING PART OF LOTS 1 & 2, ALL OF LOTS 3 7 BLK F PB 6 PG 112 ORB 1220 PG 1905

[TRACT 129](#)

SUNSET HILLS LOTS 5, 6, 7, 8, BLK C PB 6 PG 112 ORB 1777 PG 2258

[TRACT 130](#)

SUNSET HILLS LOTS 2, 5, 6, BLK D, LOTS 4, 7, 8, BLK E PB 6 PG 112 ORB 1198 PG 2026

- [Tract links](#) are to the Lake County Property Appraiser property record card for that tract.
- Legal descriptions on this sheet are copied from the property record card for that tract.
- See legal descriptions on deeds provided separately for each tract.

An act relating to the Oklawaha Basin Recreation and Water Conservation and Control Authority, Lake County; amending ch. 29222, Laws of Florida, 1953, as amended; changing the name of the authority to the Lake County Water Authority; increasing the number of members of the board of trustees; requiring that members be elected in nonpartisan elections conducted by the county supervisor of elections in accordance with the Florida Election Code; providing residence requirements; limiting the number of terms a member may serve; providing for transition; prohibiting any board member from serving as executive director of the authority; changing the number of board members required to constitute a quorum, to conform; conforming property assessment procedures to general law; providing for certification of millage to the county tax collector; providing a cap on millage; prescribing additional purposes of the Authority; authorizing the board to delegate duties to the Executive Director under certain conditions; authorizing the Authority to issue revenue bonds; providing for a referendum; requiring the Authority to prepare a plan and annual reports; repealing obsolete provisions; providing for future review of the authority; providing severability; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Chapter 29222, Laws of Florida, 1953, as amended by chapters 57-1484, 59-1466, 63-1507, 65-1787, and 69-1209, Laws of Florida, is amended to read:

Section 1. The Legislature finds:

(a) That Lake County has within its boundaries large acreage of highly developed agricultural land, including thousands of acres of citrus groves and fruit and vegetable producing land.

(b) That the problem of an adequate supply of fresh water for this developed land and for the remaining thousands of acres of undeveloped land in the county, as well as an adequate supply of safe and healthful fresh water for human and animal consumption, is of grave concern to the county and its citizens and taxpayers.

(c) That there are many streams, lakes, and canals in the county, including two chains of lakes, each having a large water storage capacity.

(d) That the proper control by drainage, irrigation, and storage of the fresh water in these streams, lakes, and canals is necessary to the material development in the county in which all of its citizens and taxpayers will be the beneficiaries.

(e) That the most important source of income of the people of Florida is the tourist business, and in Lake County the tourist business is second in

Return to (enclose self-addressed stamped envelope)

Sanford A. Minkoff
Minkoff and McDaniel, P.A.
Address: 226 W. Alfred Street
Tavares, Florida 32778

This Instrument Prepared by:

Sanford A. Minkoff
Address: Minkoff and McDaniel, P.A.
226 W. Alfred Street
Tavares, Florida 32778

Property Appraisers Parcel Identification (Folio) Number(s):

92 16348

Grantee(s) S.S. # (s):

G.S. Sealable Paper & Printing Co., Inc. 1987

REC 9.00 RECEIVED FORTF 1.50 EXCISE TAXESDOC. 60 JAMES C. WATKINSINT. 0 CLERK LAKE CO FLBY [Signature] D. BOOK **1156** PAGE **1254**

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit-Claim Deed, Executed this _____ day of _____, A.D. 19____, by

HENRY EDGAR KNOECHEL and JOANNE LOUISE KNOECHEL, as Trustees and
first party, to _____ individually
OKLAWAHA BASIN RECREATION AND WATER CONSERVATION AND CONTROL AUTHORITY,
whose post office address is
107 North Lake Avenue, Tavares, Florida 32778
second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth. That the said first party, for and in consideration of the sum of \$10.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and
quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first
party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of
Lake _____, State of Florida _____, to-wit:

See Attached Schedule "A"

MAR 26 10 41 AM '92

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging
on in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said
first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

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

Signed, sealed and delivered in the presence of:

Janis R. Ellis

Witness Signature (as to first Grantor)

Janis R. Ellis

Printed Name

Sheila J. Mathews

Witness Signature (as to first Grantor)

Sheila J. Mathews

Printed Name

Janis R. Ellis

Witness Signature (as to second Grantor, if any)

Janis R. Ellis

Printed Name

Sheila J. Mathews

Witness Signature (as to second Grantor, if any)

Sheila J. Mathews

Printed Name

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take
acknowledgments, personally appeared HENRY EDGAR KNOECHEL and JOANNE LOUISE KNOECHEL,
TRUSTEES, who have provided FL Driver's as ID to me known to be the person s described in and who
and did not take an oath executed the foregoing Quit-Claim Deed and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of February, A.D. 1992.

AA 692082

Henry Edgar Knoechel

Grantor Signature

HENRY EDGAR KNOECHEL

Printed Name

256 Wood Lake Drive, Maitland, FL
Post Office Address 32751Joanne Louise Knoechel

Grantor Signature

JOANNE LOUISE KNOECHEL

Printed Name

256 Wood Lake Drive, Maitland, FL
Post Office Address 32751Sheila J. Mathews

Notary Signature

Sheila J. Mathews

Printed Notary Signature

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 21, 1993
BONDED THRU GENERAL INS. UND.

SCHEDULE "A"

BOOK 1156 PAGE 1255

That part of Blocks "E" and "F" of Sunset Hills Subdivision, a subdivision recorded in Plat Book 6, page 112, in the Public Records of Lake County, Florida, described as follows: Commence at the West 1/4 corner of Section 34, Township 19 South, Range 27 East, in Lake County, Florida, and run N. 89°31'27" E., along the East-West mid-section line of said Section 34 a distance of 989.87 feet to the Point of Beginning of this description; from said Point of Beginning, continue N. 89°31'27"E., along said East-West mid-section line a distance of 988.42 feet; thence run N. 00°52'48" W., 905.74 feet to a point on the Southerly right-of-way line of A.C.L. Railroad; thence run N. 77°23'17" W., along the Southerly right-of-way line of A.C.L. Railroad 1016.25 feet to the centerline of Nashville Avenue; thence run S. 00°52'14" E. along the said centerline of Nashville Avenue 1135.87 feet to the East-West mid-section line of said Section 34; to the Point of Beginning.

RBB

92 33967

BOOK 1171 PAGE 1358

REC 13.00
TF 2.00IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR LAKE COUNTY, FLORIDAOKLAWAHA BASIN RECREATION AND
WATER CONSERVATION AND CONTROL
AUTHORITYCASE NO. 92-136⁹-CA01

Plaintiff,

v.

MARY KAY DILLARD LESTER, JOSEPH C.
ARBORIO AND VERA J. ARBORIODefendants.
_____ /

FINAL JUDGMENT

This action in eminent domain came on for hearing upon the stipulation filed by the Plaintiff which had been signed by the Plaintiff and all of the Defendants. After considering the pleadings, the stipulation, and other necessary matters, it is therefore ordered and adjudged as follows:

1. That the fee simple interest in the following described real property sought for appropriation and described in the complaint as follows:

Begin at the Southwest corner of the N.W. 1/4 of the S.W. 1/4 of Section 34, Township 19 South, Range 27 East, in Lake County, Florida, and run N. 89°27'29" E. along the South line of the N.W. 1/4 of the S.W. 1/4 a distance of 1327.23 feet; thence run N. 00°52'48" W., 270.00 feet; thence run N. 89°27'29" E., 650.00 feet to the East line of the W. 1/2 of the N.E. 1/4 of the S.W. 1/4 of said Section 34; thence run N. 00°52'48" W. along the East line of W. 1/2 of the N.E. 1/4 of the S.W. 1/4 a distance of 1076.63 feet to the East-West mid-section line of said Section 34; thence run S. 89°31'27" W. along the East-West mid-section line a distance of 1978.29 feet to the W. 1/4 corner of Section 34; thence run S. 00°55'28" E., along the West line of the S.W. 1/4 a distance of 1348.92 feet to the Point of Beginning.

will vest in the Plaintiff on payment by the Plaintiff of the sum

JUN 18 11 35 AM '92

BOOK 1171 PAGE 1359

Oklawaha Basin Recreation and Water Conservation and Control Authority v. Mary Kay Dillard Lester, Joseph A. Arborio, and Vera J. Arborio
Page 2

of Two Hundred Sixty Two Thousand Nine Hundred Thirty Six and 00/100 Dollars (\$262,936.00) as just compensation for the taking.

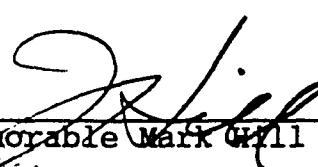
2. If within five days of entry of judgment, Plaintiff fails to file proof of payment of the required sum to the Defendant, this order will become null and void.

3. On filing proof of payment by the Plaintiff that compensation has been paid by the Plaintiff, the fee simple interest to the described real property will vest in the Plaintiff.

4. Plaintiff shall pay to the Defendants the sum of 0 Dollars for Defendants reasonable court costs, including attorneys fees.

5. The Plaintiff shall pay the amount of One Hundred Thirty One Thousand Four Hundred Sixty Eight and 00/100 Dollars (\$131,468.00) to the Defendant, Mary Kay Dillard Lester, and the amount of One Hundred Thirty One Thousand Four Hundred Sixty Eight and 00/100 Dollars (\$131,468.00) to the Defendants, Joseph C. Arborio and Vera J. Arborio, husband and wife.

DONE AND ORDERED this 12 day of June, 1992 in chambers at Tavares, Lake County, Florida.


Honorable Mark G. Hill

I HEREBY CERTIFY THAT a copy of the foregoing was furnished by U.S. Mail to the following persons this 15 day of June, 1992:

Mr. Joseph A. Arborio, 14 Lois Lane, Poughkeepsie, NY 12603
Ms. Vera J. Arborio, 14 Lois Lane, Poughkeepsie, NY 12603

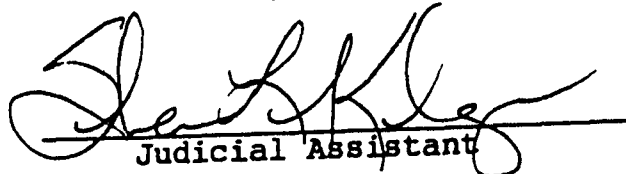
CLERK
JUNE 17 1992
COUNTY CLERK

BOOK 1171 PAGE 1360

Oklawaha Basin Recreation and Water Conservation and Control
Authority v. Mary Kay Dillard Lester, Joseph A. Arborio, and Vera
J. Arborio
Page 3

Mrs. Mary Kay Dillard Lester
1528 South Grove Street
Eustis, Florida 32726

Sanford A. Minkoff, Esquire
226 West Alfred Street
Tavares, Florida 32778


Judicial Assistant

June 9, 1992
F:\APPL\WP51\SAM\LITIGATE\LESTER.FJ

This instrument prepared by
and return to:
STEVEN J. RICHEY, ESQUIRE
Steven J. Richey, P.A.
Post Office Box 492460
Leesburg, FL 34749-2460

Parcel ID #3419270100-00D-00300
Parcel ID #3419270100-00C-00500

Doc# 99101648
Book: 1777
Page: 2258
Filed & Recorded
12/16/99 01:59:36 PM
JAMES C. WATKINS
CLERK OF CIRCUIT COURT
LAKE COUNTY
RECORDING \$ 5.00
TRUST FUND \$ 1.00

TRUSTEE'S DEED

THIS TRUSTEE'S DEED made the 14th day of December, 1999, by ROBERT M. ELLIS, as Trustee under that certain unrecorded Land Trust Agreement dated February 25, 1974, as to Parcel 1 and under that certain unrecorded Land Trust Agreement dated September 14, 1974, as to Parcel 2, whose post office address is 2417 Bayfront Parkway, Orlando, Florida 32806-7337 hereinafter called the Grantor, to OKLAWAHA BASIN RECREATION & WATER CONSERVATION AND CONTROL AUTHORITY, whose post office address is 107 North Lake Street, Tavares, Florida 32778, hereinafter called the Grantee:

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

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants and conveys unto the grantee, their heirs, administrators and assigns forever, all that certain land situate in Lake County, Florida, viz:

PARCEL 1:

Lots 3, 4, 7 and 8, Block D, and that portion of the Westerly 1/2 of vacated Ellis Avenue lying Easterly adjacent to said Lot 4, SUNSET HILLS, according to the map or plat thereof as recorded in Plat Book 6, Page(s) 112, Public Records of Lake County, Florida.

PARCEL 2:

Lots 5, 6, 7 and 8, Block C, SUNSET HILLS, according to the map or plat thereof as recorded in Plat Book 6, Page 112, Public Records of Lake County, Florida.

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

TO HAVE AND TO HOLD, the same unto the Grantees, their heirs, administrators and assigns, in fee simple forever.

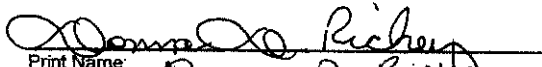
AND the grantor does covenant to and with the Grantees, their heirs, administrators and assigns, that in all things preliminary to and in and about this conveyance, the laws of the State of Florida have been followed and complied with in all respects.

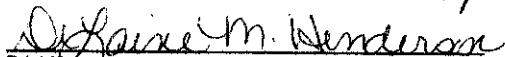
Florida Statutes Annotated, Section 201.02, Opinion of the Attorney General, 94-56, June 21, 1994:

"Conveyances executed in lieu of, or under the threat of, county condemnation proceedings are immune from circuit documentary stamp taxation regardless of whether a circuit court condemnation action has been filed."

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

Signed, sealed and delivered
in the presence of:


Print Name: Donna D. Richey


Print Name: Delaine M. Henderson

STATE OF FLORIDA
COUNTY OF LAKE

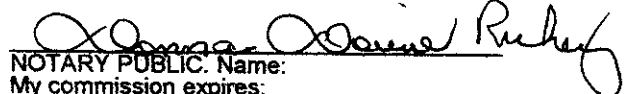
 (SEAL)
ROBERT M. ELLIS, TRUSTEE under that certain unrecorded Land Trust Agreement dated February 25, 1974, as to Parcel 1 and under that certain unrecorded Land Trust Agreement dated September 14, 1974, as to Parcel 2
2417 Bayfront Parkway
Orlando, FL 32806-7337

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared ROBERT M. ELLIS, as Trustee under that certain unrecorded Land Trust Agreement dated February 25, 1974, as to Parcel 1 and under that certain unrecorded Land Trust Agreement dated September 14, 1974, as to Parcel 2, who is personally known to me (yes/no) or who produced Florida Drivers License # E 420-711-26-094-0 as identification, and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, 1999.



Donna Dowie Richey
MY COMMISSION # CC758059 EXPIRES
September 18, 2002
BONDED THRU TROY FAIR INSURANCE, INC.


NOTARY PUBLIC Name:
My commission expires:

Return to: (enclose self-addressed stamped envelope)

Name: **Sanford A. Minkoff**
Minkoff and McDaniel, P.A.
 Address: **226 West Alfred Street**
Tavares FL 32778

This Instrument Prepared by:

Address: **Sanford A. Minkoff**
Minkoff and McDaniel, P.A.
226 West Alfred Street
Tavares, FL 32778

Property Appraiser's Parcel Identification (Folio) Number(s):

Grantee(s) S.S. #s): **93 20060**

SPACE ABOVE THIS LINE FOR PROCESSING DATA

WARRANTY DEED
INDIVID. TO INDIVID.

RAMCO FORM 01

Gambrell Paper & Printing Co., Inc. 1987

REC 900 RECEIVED FOR
 TF 1.50 EXCISE TAXES
 DOC 33259 JAMES C. WATKINS
 INT 0 CLERK LAKE CO FL
 BY BK D.C.

BOOK **1220** PAGE **1905**

This Warranty Deed Made the 13th day of **April** A.D. 1993 by
BELVA M. CODDING-SWARTZLANDER, a married woman,
 hereinafter called the grantor, to

OKLAWAHA BASIN RECREATION AND WATER CONSERVATION AND CONTROL AUTHORITY
 whose post office address is

107 North Lake Avenue, Tavares, Florida 32778
 hereinafter called the grantee:

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

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

SEE ATTACHED SCHEDULE "A" FOR LEGAL DESCRIPTION

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1992.

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

Signed, sealed and delivered in the presence of:

Signature Kimberly A. KluesenerPrinted Signature Kimberly A. KluesenerSignature Sanford A. MinkoffPrinted Signature Sanford A. Minkoff

Signature _____

Printed Signature _____

Signature _____

Printed Signature _____

Signature _____

Printed Signature _____

STATE OF FLORIDACOUNTY OF LAKE**BELVA M. CODDING-SWARTZLANDER**, a married woman

known to me to be the person _____ described in and who executed the foregoing instrument, who acknowledged before me that _____

executed the same, that I relied upon the following form of identification of the above-named person _____

Florida Driver License

and that an oath (yes) (was not) taken.

NOTARY RUBBER STAMP SEAL

Notary Public; State of Florida at Large
 My Commission Expires Nov. 12, 1995
 Bonded thru Agent's Notary Brokerage

Signature Belva M. Coddington-SwartzlanderPrinted Signature BELVA M. CODDING-SWARTZLANDERPost Office Address 3795 Coddington Place, Mt. Dora, FL32757

Signature _____

Printed Signature _____

Post Office Address _____

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

Witness my hand and official seal in the County and State last aforesaid this

13th day of **April**, A.D. 1993Signature Kimberly A. KluesenerPrinted Notary Signature Kimberly A. Kluesener

SCHEDULE "A"
LEGAL DESCRIPTION

That part of Block "F" of Sunset Hills Subdivision, a subdivision recorded in Plat Book 6, Page 112, Public Records of Lake County, Florida, described as follows: Commence at the West 1/4 corner of Section 34, Township 19 South, Range 27 East, in Lake County, Florida and run N. 89°31'27" E., along the East-West mid-section line a distance of 659.92 feet to the center of Orlando Avenue and the Point of Beginning of this description; From said Point of Beginning, continue N. 89°31'27" E. along the East-West mid-section line a distance of 329.95 feet to the centerline of Nashville Avenue; thence run N. 00°52'14" W., along the centerline of Nashville Avenue a distance of 1,135.87 feet to a point on the Southerly right-of-way line of A.C.L. Railroad; thence run N. 77°23'17" W. along the Southerly right-of-way of A.C.L. Railroad a distance of 760.59 feet; thence run S. 12°36'43" W., 100.00 feet; thence run S. 77°23'17" E., parallel with the Southerly right-of-way of A.C.L. Railroad a distance of 445.65 feet to the centerline of Orlando Avenue; thence run S. 00°51'05" E., along the centerline of Orlando Avenue a distance of 1,109.78 feet to the Point of Beginning.

THE SUBJECT PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR(S) AS THE SAME IS DEFINED BY THE CONSTITUTION OR THE LAWS OF THE STATE OF FLORIDA.

John D. Baker, Secretary

This instrument prepared by
and return to:
STEVEN J. RICHEY, ESQUIRE
Steven J. Richey, P.A.
Post Office Box 492460
Leesburg, FL 34749-2460

Parcel ID #3419270100-00D-00300
Parcel ID #3419270100-00C-00500

Doc# 99101648
Book: 1777
Page: 2258
Filed & Recorded
12/16/99 01:59:36 PM
JAMES C. WATKINS
CLERK OF CIRCUIT COURT
LAKE COUNTY
RECORDING \$ 5.00
TRUST FUND \$ 1.00

TRUSTEE'S DEED

THIS TRUSTEE'S DEED made the 14th day of December, 1999, by ROBERT M. ELLIS, as Trustee under that certain unrecorded Land Trust Agreement dated February 25, 1974, as to Parcel 1 and under that certain unrecorded Land Trust Agreement dated September 14, 1974, as to Parcel 2, whose post office address is 2417 Bayfront Parkway, Orlando, Florida 32806-7337 hereinafter called the Grantor, to OKLAWAHA BASIN RECREATION & WATER CONSERVATION AND CONTROL AUTHORITY, whose post office address is 107 North Lake Street, Tavares, Florida 32778, hereinafter called the Grantee:

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

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants and conveys unto the grantee, their heirs, administrators and assigns forever, all that certain land situate in Lake County, Florida, viz:

PARCEL 1:

Lots 3, 4, 7 and 8, Block D, and that portion of the Westerly 1/2 of vacated Ellis Avenue lying Easterly adjacent to said Lot 4, SUNSET HILLS, according to the map or plat thereof as recorded in Plat Book 6, Page(s) 112, Public Records of Lake County, Florida.

PARCEL 2:

Lots 5, 6, 7 and 8, Block C, SUNSET HILLS, according to the map or plat thereof as recorded in Plat Book 6, Page 112, Public Records of Lake County, Florida.

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

TO HAVE AND TO HOLD, the same unto the Grantees, their heirs, administrators and assigns, in fee simple forever.

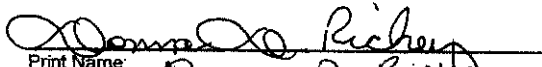
AND the grantor does covenant to and with the Grantees, their heirs, administrators and assigns, that in all things preliminary to and in and about this conveyance, the laws of the State of Florida have been followed and complied with in all respects.

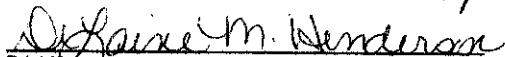
Florida Statutes Annotated, Section 201.02, Opinion of the Attorney General, 94-56, June 21, 1994:

"Conveyances executed in lieu of, or under the threat of, county condemnation proceedings are immune from circuit documentary stamp taxation regardless of whether a circuit court condemnation action has been filed."

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

Signed, sealed and delivered
in the presence of:


Print Name: Donna D. Richey


Print Name: Delaine M. Henderson

STATE OF FLORIDA
COUNTY OF LAKE

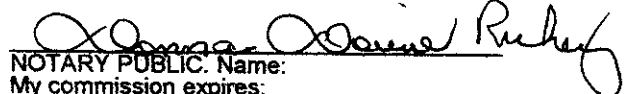
 (SEAL)
ROBERT M. ELLIS, TRUSTEE under that certain unrecorded Land Trust Agreement dated February 25, 1974, as to Parcel 1 and under that certain unrecorded Land Trust Agreement dated September 14, 1974, as to Parcel 2
2417 Bayfront Parkway
Orlando, FL 32806-7337

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared ROBERT M. ELLIS, as Trustee under that certain unrecorded Land Trust Agreement dated February 25, 1974, as to Parcel 1 and under that certain unrecorded Land Trust Agreement dated September 14, 1974, as to Parcel 2, who is personally known to me (yes/no) or who produced Florida Drivers License # E 420-711-26-094-0 as identification, and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, 1999.



Donna Dowie Richey
MY COMMISSION # CC758059 EXPIRES
September 18, 2002
BONDED THRU TROY FAIR INSURANCE, INC.


NOTARY PUBLIC Name:
My commission expires:

This Instrument Prepared By
and Return to:
Sanford A. Minkoff
Minkoff and McDaniel, P.A.
226 W. Alfred Street
Tavares, FL 32778

92 65791

REC 5.00 RECEIVED FOR
TF 1.00 EXCISE TAXES
DOC 1066.89 JAMES C. WATKINS
INT 0 CLERK LAKE CO FL
BY CO D.C.

BOOK 1198 PAGE 2026

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 2ND day of December, 1992, by ROBERT M. ELLIS, as Trustee under the provisions of a certain unrecorded Land Trust Agreement dated February 25, 1974, whose post office address is 1318 N. Mills Avenue, Orlando, FL 32803, hereinafter called the Grantor, to OKLAWAHA BASIN RECREATION AND WATER CONSERVATION AND CONTROL AUTHORITY, whose post office address is 107 North Lake Avenue, Tavares, FL 32778, hereinafter called the Grantee:

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

Lots 2, 5 and 6, Block D, and Lots 4, 7 and 8, Block E, SUNSET HILLS according to the plat thereof as recorded in Plat Book 6, Page 112, Lake County, Florida.

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

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

AND Grantor covenants that the premises are free from all encumbrances made by grantor and grantor does hereby bind grantor and grantor's heirs, successors, and assigns to warrant and forever defend the title to the property to the grantee above name and grantee's heirs, successors, and assigns, against every person lawfully claiming the property, or any part thereof, by, through, or under the grantor, but not otherwise.

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

Signed, sealed and delivered
in the presence of:

Eleanor C. Luna
Signature
Printed: ELEANOR C. LUNA

Robert M. Ellis Trustee
ROBERT M. ELLIS, as Trustee

Sheila J. Matthews
Signature
Printed: SHEILA J. MATTHEWS

STATE OF FLORIDA)
COUNTY OF LAKE-ORANGE)

The foregoing instrument was acknowledged before this, 2ND day of December, 1992, by ROBERT M. ELLIS, as Trustee under the provisions of a certain unrecorded Land Trust Agreement dated February 25, 1974, who is personally known to me/has provided Florida Drivers License as identification and who did not take an oath.

My Commission Expires:

November 30, 1992
F:\APPL\WP51\FORMS\REAL\WARRANTY.DED

Sheila J. Matthews
Notary Public's Signature
Print Name: SHEILA J. MATTHEWS

#AA 692082

PROPERTY RECORD CARD

General Information

Name:	LAKE COUNTY WATER AUTHORITY	Alternate Key:	1128528
Mailing Address:	27351 STATE ROAD 19 TAVARES, FL 32778-3119 Update Mailing Address	Parcel Number: ⓘ	34-19-27-0100-00C-00500
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	ROUND LAKE 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:	SUNSET HILLS LOTS 5, 6, 7, 8, BLK C PB 6 PG 112 ORB 1777 PG 2258		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT COUNTY (8086)	0	0		20.000	Acre	\$0.00	\$60,000.00

[Click here for Zoning Info](#) ⓘ
 [FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1777 / 2258	12/1999	Trustees Deed	Unqualified	Vacant	\$1.00
764 / 567	10/1982	Quit Claim Deed	Unqualified	Vacant	\$1.00
762 / 1585	10/1982	Quit Claim Deed	Unqualified	Vacant	\$1.00
565 / 634	01/1974	Misc Deed/Document	Qualified	Vacant	\$65,000.00

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

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2022 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

ATTACHMENT #1

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$60,000	\$60,000	\$0	5.0529	\$0.00
SCHOOL BOARD STATE	\$60,000	\$60,000	\$0	3.5940	\$0.00
SCHOOL BOARD LOCAL	\$60,000	\$60,000	\$0	2.9980	\$0.00
LAKE COUNTY WATER AUTHORITY	\$60,000	\$60,000	\$0	0.3229	\$0.00
NORTH LAKE HOSPITAL DIST	\$60,000	\$60,000	\$0	0.0000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$60,000	\$60,000	\$0	0.2189	\$0.00
LAKE COUNTY MSTU STORMWATER	\$60,000	\$60,000	\$0	0.4957	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$60,000	\$60,000	\$0	0.4629	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$60,000	\$60,000	\$0	0.0918	\$0.00
LAKE COUNTY MSTU FIRE	\$60,000	\$60,000	\$0	0.5138	\$0.00
				Total: 13.7509	Total: \$0.00

Exemptions Information

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

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$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)

ATTACHMENT #1

[Learn More](#) [View the Law](#)

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Property data last updated on March 21, 2022.

Site Notice

PROPERTY RECORD CARD

General Information

Name:	LAKE COUNTY WATER AUTHORITY	Alternate Key:	3387830
Mailing Address:	27351 STATE ROAD 19 TAVARES, FL 32778-3119 Update Mailing Address	Parcel Number: ⓘ	34-19-27-0003-000-00401
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	ROBIE AVE MOUNT DORA FL, 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	BEG AT SW COR OF NW 1/4 OF SW 1/4 OF SEC, RUN N 89DEG 27MIN 29SEC E A DIST OF 1327.23 FT, THENCE N 00DEG 52MIN 48SEC W 270 FT, THENCE RUN N 89DEG 27MIN 29SEC E 650 FT TO E LINE OF W 1/2 OF NE 1/4 OF SW 1/4 OF SEC, THENCE RUN N 00DEG 52MIN 48SEC W ALONG THE E LINE A DIST OF 1076.63 FT TO THE EAST-WEST MID-SECTION LINE, THENCE RUN S 89DEG 31MIN 27SEC W ALONG THE EAST-WEST MID-SECTION LINE A DIST OF 1978.29 FT TO THE W 1/4 COR OF SEC, THENCE RUN S 00DEG 55MIN 28SEC E ALONG THE W LINE OF THE SW 1/4 A DIST OF 1348.92 FT TO POB ORB 1171 PG 2157		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT COUNTY (8086)	0	0		57.230	Acre	\$0.00	\$1,253,337.00
				Click here for Zoning Info ⓘ FEMA Flood Map				

Miscellaneous Improvements

There is no improvement information to display.	
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Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1171 / 1358	06/1992	Misc Deed/Document	Unqualified	Vacant	\$0.00
1171 / 2157	05/1992	Quit Claim Deed	Unqualified	Vacant	\$0.00

[1171 / 2156](#) 05/1992 Quit Claim Deed Unqualified Vacant \$0.00

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

Values and Estimated Ad Valorem Taxes

Values shown below are 2022 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$1,253,337	\$1,253,337	\$0	5.0529	\$0.00
SCHOOL BOARD STATE	\$1,253,337	\$1,253,337	\$0	3.5940	\$0.00
SCHOOL BOARD LOCAL	\$1,253,337	\$1,253,337	\$0	2.9980	\$0.00
LAKE COUNTY WATER AUTHORITY	\$1,253,337	\$1,253,337	\$0	0.3229	\$0.00
NORTH LAKE HOSPITAL DIST	\$1,253,337	\$1,253,337	\$0	0.0000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$1,253,337	\$1,253,337	\$0	0.2189	\$0.00
LAKE COUNTY MSTU STORMWATER	\$1,253,337	\$1,253,337	\$0	0.4957	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$1,253,337	\$1,253,337	\$0	0.4629	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$1,253,337	\$1,253,337	\$0	0.0918	\$0.00
LAKE COUNTY MSTU FIRE	\$1,253,337	\$1,253,337	\$0	0.5138	\$0.00
				Total: 13.7509	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$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 Easement Exemption (amount varies)	Learn More View the Law

ATTACHMENT #1

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](#)

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Property data last updated on March 21, 2022.

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PROPERTY RECORD CARD

General Information

Name:	LAKE COUNTY WATER AUTHORITY	Alternate Key:	1128536
Mailing Address:	27351 STATE ROAD 19 TAVARES, FL 32778-3119 Update Mailing Address	Parcel Number: ⓘ	34-19-27-0100-00D-00200
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	CARTHUSIAN PL MOUNT DORA FL, 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	SUNSET HILLS LOTS 2, 5, 6, BLK D, LOTS 4, 7, 8, BLK E PB 6 PG 112 ORB 1198 PG 2026		

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

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT COUNTY (8086)	0	0		25.380	Acre	\$0.00	\$121,824.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1198 / 2026	12/1992	Warranty Deed	Qualified	Vacant	\$152,400.00
1137 / 1698	11/1991	Misc Deed/Document	Unqualified	Vacant	\$0.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2022 WORKING VALUES.

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ATTACHMENT #1

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$121,824	\$121,824	\$0	5.0529	\$0.00
SCHOOL BOARD STATE	\$121,824	\$121,824	\$0	3.5940	\$0.00
SCHOOL BOARD LOCAL	\$121,824	\$121,824	\$0	2.9980	\$0.00
LAKE COUNTY WATER AUTHORITY	\$121,824	\$121,824	\$0	0.3229	\$0.00
NORTH LAKE HOSPITAL DIST	\$121,824	\$121,824	\$0	0.0000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$121,824	\$121,824	\$0	0.2189	\$0.00
LAKE COUNTY MSTU STORMWATER	\$121,824	\$121,824	\$0	0.4957	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$121,824	\$121,824	\$0	0.4629	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$121,824	\$121,824	\$0	0.0918	\$0.00
LAKE COUNTY MSTU FIRE	\$121,824	\$121,824	\$0	0.5138	\$0.00
				Total: 13.7509	Total: \$0.00

Exemptions Information

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

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$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

ATTACHMENT #1

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Property data last updated on March 21, 2022.

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PROPERTY RECORD CARD

General Information

Name:	LAKE COUNTY WATER AUTHORITY	Alternate Key:	3372379
Mailing Address:	27351 STATE ROAD 19 TAVARES, FL 32778-3119 Update Mailing Address	Parcel Number: 	34-19-27-0100-00E-00300
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map 
Property Location:	BUTTERCUP LN MOUNT DORA FL, 32757 Update Property Location 	Property Name:	-- Submit Property Name 
		School Information:	School Locator & Bus Stop Map  School Boundary Maps 
Property Description:	SUNSET HILLS FROM W 1/4 COR OF SEC RUN 89DEG 31MIN 27SEC E ALONG SAID EAST-WEST MID-SEC LINE 989.87 FT FOR POB, CONT N 89DEG 31MIN 27SEC 988.42 FT, N 00DEG 52MIN 48SEC W 905.74 FT TO S'LY R/W LINE OF RR, N 77DEG 23MIN 17SEC W ALONG S'LY R/W LINE OF RR 1016.25 FT TO CENTERLINE OF NASHVILLE AV, S 00DEG 52MIN 14SEC E ALONG SAID CENTER LINE 1135.87 FT TO POB, ALSO DESC AS LOTS 3, 5, 6, BLK E, LOTS 4, 8 BLK F, THAT PART OF VACATED STS, PB 6 PG 112 ORB 1156 PG 1252 ORB 1156 PG 1254		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT COUNTY (8086)	0	0		23.000	Acre	\$0.00	\$153,180.00
Click here for Zoning Info i FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.	
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Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1156 / 1254	03/1992	Quit Claim Deed	Unqualified	Vacant	\$0.00
1156 / 1252	02/1992	Warranty Deed	Qualified	Vacant	\$115,000.00

Values and Estimated Ad Valorem Taxes

Values shown below are 2022 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$153,180	\$153,180	\$0	5.0529	\$0.00
SCHOOL BOARD STATE	\$153,180	\$153,180	\$0	3.5940	\$0.00
SCHOOL BOARD LOCAL	\$153,180	\$153,180	\$0	2.9980	\$0.00
LAKE COUNTY WATER AUTHORITY	\$153,180	\$153,180	\$0	0.3229	\$0.00
NORTH LAKE HOSPITAL DIST	\$153,180	\$153,180	\$0	0.0000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$153,180	\$153,180	\$0	0.2189	\$0.00
LAKE COUNTY MSTU STORMWATER	\$153,180	\$153,180	\$0	0.4957	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$153,180	\$153,180	\$0	0.4629	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$153,180	\$153,180	\$0	0.0918	\$0.00
LAKE COUNTY MSTU FIRE	\$153,180	\$153,180	\$0	0.5138	\$0.00
				Total: 13.7509	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$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

ATTACHMENT #1

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](#)

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Property data last updated on March 21, 2022.

Site Notice

PROPERTY RECORD CARD

General Information

Name:	LAKE COUNTY WATER AUTHORITY	Alternate Key:	3448707
Mailing Address:	27351 STATE ROAD 19 TAVARES, FL 32778-3119 Update Mailing Address	Parcel Number: ⓘ	34-19-27-0100-00F-00101
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	QUEEN AVE MOUNT DORA FL, 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	SUNSET HILLS THAT PART OF BLK F DESCRIBED AS FOLLOWS: FROM W 1/4 COR OF SEC RUN N 89DEG 31MIN 27SEC E ALONG MID-SEC LINE 659.92 FT TO CENTERLINE OF ORLANDO AV & POB, CONT N 89DEG 31MIN 27SEC E 329.95 FT TO CENTER LINE OF NASHVILLE AV N 00DEG 52MIN 14SEC W 1135.87 FT TO A PT ON S'LY R/W LINE OF A C L RR, N 77DEG 23MIN 17SEC W ALONG S'LY R/W OF A C L RR 760.59 FT, S 12DEG 36MIN 43SEC W 100 FT, S 77DEG 23MIN 17SEC E 445.65 FT TO CENTERLINE OF ORLANDO AV, S 00DEG 51MIN 05SEC E 1109.78 FT TO POB, BEING PART OF LOTS 1 & 2, ALL OF LOTS 3 7 BLK F PB 6 PG 112 ORB 1220 PG 1905		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT COUNTY (8086)	0	0		10.150	Acre	\$0.00	\$30,450.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1220 / 1905	June 7, 2022 04/1993	City Council Regular Session Agenda Warranty Deed	Unqualified	Vacant	\$47,500.00

Values and Estimated Ad Valorem Taxes

Values shown below are 2022 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$30,450	\$30,450	\$0	5.0529	\$0.00
SCHOOL BOARD STATE	\$30,450	\$30,450	\$0	3.5940	\$0.00
SCHOOL BOARD LOCAL	\$30,450	\$30,450	\$0	2.9980	\$0.00
LAKE COUNTY WATER AUTHORITY	\$30,450	\$30,450	\$0	0.3229	\$0.00
NORTH LAKE HOSPITAL DIST	\$30,450	\$30,450	\$0	0.0000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$30,450	\$30,450	\$0	0.2189	\$0.00
LAKE COUNTY MSTU STORMWATER	\$30,450	\$30,450	\$0	0.4957	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$30,450	\$30,450	\$0	0.4629	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$30,450	\$30,450	\$0	0.0918	\$0.00
LAKE COUNTY MSTU FIRE	\$30,450	\$30,450	\$0	0.5138	\$0.00
				Total: 13.7509	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$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

ATTACHMENT #1

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](#)

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 March 21, 2022.

Site Notice

PROPERTY RECORD CARD

General Information

Name:	LAKE COUNTY WATER AUTHORITY	Alternate Key:	3433645
Mailing Address:	27351 STATE ROAD 19 TAVARES, FL 32778-3119 Update Mailing Address	Parcel Number: ⓘ	34-19-27-0100-00D-00300
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	CARTHUSIAN PL MOUNT DORA FL, 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	SUNSET HILLS LOTS 3, 4, 7, 8 BLK D, W 1/2 OF VACATED ELLIS AVE E OF LOT 4 BLK D PB 6 PG 112 ORB 1777 PG 2258		

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

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT COUNTY (8086)	0	0		18.250	Acre	\$0.00	\$54,750.00
Click here for Zoning Info ⓘ FEMA Flood Map								

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1777 / 2258	12/1999	Trustees Deed	Unqualified	Vacant	\$1.00
1198 / 2024	12/1992	Quit Claim Deed	Unqualified	Vacant	\$0.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

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Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL	\$54,750	\$54,750	\$0	5.0529	\$0.00

June 7, 2022 City Council Regular Session Agenda

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FUND

SCHOOL BOARD STATE	\$54,750	\$54,750	\$0	3.5940	\$0.00
SCHOOL BOARD LOCAL	\$54,750	\$54,750	\$0	2.9980	\$0.00
LAKE COUNTY WATER AUTHORITY	\$54,750	\$54,750	\$0	0.3229	\$0.00
NORTH LAKE HOSPITAL DIST	\$54,750	\$54,750	\$0	0.0000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$54,750	\$54,750	\$0	0.2189	\$0.00
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LAKE COUNTY VOTED DEBT SERVICE	\$54,750	\$54,750	\$0	0.0918	\$0.00
LAKE COUNTY MSTU FIRE	\$54,750	\$54,750	\$0	0.5138	\$0.00
				Total: 13.7509	Total: \$0.00

Exemptions Information

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Economic Development Exemption	Learn More View the Law
✓ Government Exemption (amount varies)	Learn More View the Law

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Property data last updated on March 21, 2022.

Site Notice

ORDINANCE NO: 2022-39

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED SOUTH OF SR 46, TERMINUS OF ROBIE AVENUE, AND ON THE WEST SIDE OF ROUND LAKE ROAD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR 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 Lake County Water Authority, formerly Water Oklawaha Basin Recreation and Water Conservation and Control Authority, (see Chapter 2000-492 Laws of Florida) (Property Owner) is the fee simple owner of that properties generally located south of SR 46, terminus of Robie Avenue, and west side of Round Lake Road in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

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

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

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

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

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

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

SECTION 2. VOLUNTARY ANNEXATION. The Property generally located south of SR 46, terminus of Robie Avenue, and on the west side of Round Lake Road, in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AND RUN S. 89°40'54" E. ALONG THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 34 A DISTANCE OF 1327.23 FEET; THENCE RUN N. 00°01'11" W. A DISTANCE OF 270.00 FEET; THENCE RUN S. 89°40'54" E. A DISTANCE OF 650.01 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 34; THENCE RUN N. 00°01'52" W. ALONG SAID WEST LINE A DISTANCE OF 1076.38 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 34; THENCE RUN S. 89°37'37" E. A DISTANCE OF 659.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 34; THENCE CONTINUE S. 89°37'37" E. ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 34 A DISTANCE OF 2626.66 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ROUND LAKE ROAD PER OR BOOK 809, PAGE 2075, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING N. 89°37'37" W. AT A DISTANCE OF 25.00 FEET FROM THE EAST ¼ CORNER OF SAID SECTION 34; THENCE RUN N. 00°30'09" E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 667.34 FEET TO A POINT ON THE CENTERLINE OF FIFTH AVENUE, AS SHOWN ON THE PLAT OF SUNSET HILLS AS RECORDED IN PLAT BOOK 6, PAGE 112 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN N. 89°49'13" W. ALONG SAID CENTERLINE A DISTANCE OF 1303.95 FEET; THENCE DEPARTING SAID CENTERLINE RUN N. 00°14'36" E. ALONG THE EAST LINE OF LOT 4, BLOCK D, SAID SUNSET HILLS, A DISTANCE OF 663.06 FEET; THENCE RUN S. 89°59'14" W. ALONG THE CENTERLINE OF THIRD AVENUE, PER SAID PLAT, A DISTANCE OF 225.29 FEET TO A POINT ON THE PLATTED SOUTHERLY RIGHT-OF-WAY LINE OF THE ATLANTIC COASTLINE RAILROAD (NOW KNOWN AS CSX RAILROAD); THENCE RUN S. 50°48'36" W. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 228.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1591.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°39'00" AN ARC DISTANCE OF 1461.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN N. 76°32'24" W. ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1996.45 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THAT CERTAIN PARCEL RECORDED IN OR BOOK 4986, PAGE 1125, SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S. 13°27'36" W. A DISTANCE OF 100.00 FEET; THENCE RUN S. 76°32'24" E. A DISTANCE OF 445.65 FEET TO A POINT ON THE CENTERLINE OF ORLANDO AVENUE OF BLOCK "F", SAID PLAT OF SUNSET HILLS;

THENCE ALONG SAID CENTERLINE, RUN S. 00°00'12" E. A DISTANCE OF 1109.78 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK "F", ALSO BEING THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 34; THENCE ALONG SAID LINE RUN N. 89°37'37" W. A DISTANCE OF 659.88 FEET (662' PLAT) TO THE NORTHEAST CORNER OF BLOCK "H" OF SAID PLAT OF SUNSET HILLS; THENCE ALONG THE EAST LINE OF SAID BLOCK "H" RUN S. 00°02'35" E. A DISTANCE OF 673.13 FEET (675' PLAT) TO THE SOUTHEAST CORNER OF SAID BLOCK "H"; THENCE RUN S. 00°06'31" E. A DISTANCE OF 675.15 FEET TO THE POINT OF BEGINNING.

ALL THE ABOVE CONTAINING 153.79 ACRES, MORE OR LESS.

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

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

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AND RUN S. 89°40'54" E. ALONG THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 34 A DISTANCE OF 1327.23 FEET; THENCE RUN N. 00°01'11" W. A DISTANCE OF 270.00 FEET; THENCE RUN S. 89°40'54" E. A DISTANCE OF 650.01 FEET TO A POINT ON THE WEST LINE OF THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 34; THENCE RUN N. 00°01'52" W. ALONG SAID WEST LINE A DISTANCE OF 1076.38 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 34; THENCE RUN S. 89°37'37" E. A DISTANCE OF 659.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 34; THENCE CONTINUE S. 89°37'37" E. ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 34 A DISTANCE OF 2626.66 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ROUND LAKE ROAD PER OR BOOK 809, PAGE 2075, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING N. 89°37'37" W. AT A DISTANCE OF 25.00 FEET FROM THE EAST ¼ CORNER OF SAID SECTION 34; THENCE RUN N. 00°30'09" E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 667.34 FEET TO A POINT ON THE CENTERLINE OF FIFTH AVENUE, AS SHOWN ON THE PLAT OF SUNSET HILLS AS RECORDED IN PLAT BOOK 6, PAGE 112 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN N. 89°49'13" W. ALONG SAID CENTERLINE A DISTANCE OF 1303.95 FEET; THENCE DEPARTING SAID CENTERLINE RUN N. 00°14'36" E. ALONG THE EAST LINE OF LOT 4, BLOCK D, SAID SUNSET HILLS, A DISTANCE OF 663.06 FEET; THENCE RUN S. 89°59'14" W. ALONG THE CENTERLINE OF THIRD AVENUE, PER SAID PLAT, A

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ALL THE ABOVE CONTAINING 153.79 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



N.T.S.

Legend



City Limits



JPA

Lake County Water Authority
Proposed Annexation (153.79+/- Acres)

