



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

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**Mount Dora City Council**  
**Mount Dora City Hall Board Room**  
**510 North Baker Street, Mount Dora, Florida 32757**  
**June 21, 2022, 6:00 PM**

**AGENDA**

**CALL TO ORDER**

**MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATIONS**

1. Olde Mount Dora Carriage Company 2

**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.

**APPROVAL OF AGENDA**

**BOARD APPOINTMENTS**

1. Lake-Sumter Metropolitan Planning Organization (MPO) Technical Advisory Committee Member Appointment 10

**CONSENT AGENDA**

- |                                                                                                                                                                                                                                    |    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 1. Request Approval of Amendment 1 to the Utility Upsizing Impact Fee Credit Agreement between the City of Mount Dora and Forestar (USA ) Real Estate Group, Inc. (formerly with D.R. Horton, Inc.), Related to the Timberwalk PUD | 12 |
| 2. Request Adoption of Resolution 2022-42, Rankings for Architectural and Engineering Services for the Community Resource and Recreation Center                                                                                    | 42 |
| 3. Request Approval of the Agreement Between the City of Mount Dora and Round Lake Charter, Inc., Related to Before/After Care                                                                                                     | 48 |
| 4. Request Approval of the Agreement between the City of Mount Dora and Round Lake Charter, Inc., Related to Summer Camp                                                                                                           | 56 |
| 5. Request Approval of the Agreement between the City of Mount Dora and Round Lake Charter, Inc., Related to Transportation                                                                                                        | 64 |

#### **ACTION ITEMS**

- |                                                                                                                                                                                                                    |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1. Request Approval of the Amended and Restated Parking Agreement between the City of Mount Dora Florida, the City of Mount Dora Community Redevelopment Agency (CRA), and The First United Methodist Church, Inc. | 71  |
| 2. Request Adoption of Resolution No. 2022-40, Reimposition of Fire Services Special Assessment                                                                                                                    | 88  |
| 3. Request Approval of the Emergency Purchase of Water Meters for Utility Inventory from Ferguson Waterworks, Inc.                                                                                                 | 100 |

#### **PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES**

- |                                                                                                                              |     |
|------------------------------------------------------------------------------------------------------------------------------|-----|
| 1. Request Approval of the Final Reading of Ordinance No. 2022-39, Annexation for Lake County Water Authority (153.79 Acres) | 105 |
| 2. Request Approval of Final Reading of Ordinance No. 2022-07, Amending Prohibited Parking in Specified Places               | 156 |

#### **CITY MANAGER'S REPORT**

- |                    |     |
|--------------------|-----|
| 1. Lobbyist Update | 164 |
|--------------------|-----|

**CITY ATTORNEY'S REPORT**

**COMMUNICATIONS AND REPORTS**

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

**FUTURE MEETING DATES**

- June 27, 2022, 10:00 AM, Work Session
- July 5, 2022, 6:00 PM, Regular Session
- July 11, 2022, 10:00 AM, Work Session
- July 19, 2022, 6:00 PM, Regular Session

**ADJOURNMENT**

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

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



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

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**DATE:** June 21, 2022

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Olde Mount Dora Carriage Company

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**Introduction:**

This is an opportunity for Brittany Poe and Brian Stilke, owners of Olde Mount Dora Carriage Company, to inform City Council of their proposed business venture.

**Discussion:**

Olde Mount Dora Carriage Company is hoping to offer historic tours, romantic dining and event transportation to the downtown area via their horseless electric carriages. They provide a Victorian style, clean and green transportation carriage service that will incorporate goods from other downtown businesses while practicing "compassionate and responsible tourism."

In order for Olde Mount Dora Carriage Company to be able to operate on City streets, an Ordinance allowing such must first be adopted.

Olde Mount Dora Carriage Company presented to the CRA Advisory Committee on June 1, 2022, and the committee was agreeable to a three-month pilot program after which they would like the carriage company to report back.

**Budget Impact:**

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

**Strategic Impact:**

GOAL 1: Economic Development  
Objective 1.4 Promote Tourism

**Recommendation:**

City Council to provide feedback and approve next steps.



**Attachment(s):**

1. Attachment #1 - Olde Mount Dora Carriage Company, LLC (ADA)

Prepared by: Misty Sommer, Economic Development Manager

Reviewed by: Jeanann Hand, Deputy City Clerk

Jessica Burnham, City Clerk

Patrick Comiskey, City Manager

Approved - 6/13/2022

Approved - 6/13/2022

Final Approval - 6/14/2022

## ATTACHMENT #1

### **Olde Mount Dora Carriage Company, LLC** Brittany Poe and Brian Stilke



## Specifications

|                           |                                                                      |
|---------------------------|----------------------------------------------------------------------|
| <b>Model</b>              | <b>HYS—SC26</b>                                                      |
| <b>Size(L*W*H)</b>        | 3.6*1.65*2.1m (1 m equals 3.28feet)( <b>11.9'L x 5.5'Wx 6.9'H</b> )  |
| <b>Material</b>           | Q235B steel frame and Galvanized                                     |
| <b>Weight</b>             | tube(body)<br>Around 400kg (881 pounds)                              |
| <b>Seat capacity</b>      | 4-6 people                                                           |
| <b>Seat materials</b>     | High quality artificial leather                                      |
| <b>Weight Capacity</b>    | Around 700kg (1543 pounds)                                           |
| <b>Top Speed</b>          | Around 30kmh (18 mph)                                                |
| <b>Painting</b>           | Car painting                                                         |
| <b>Braking system</b>     | Hydraulic Hand brake and foot brake                                  |
| <b>Steering</b>           | Special customized large bearings                                    |
| <b>Wheels rim</b>         | Steel rims with special design,                                      |
| <b>Wheel diameter</b>     | Front wheel 80cm, Rear wheel about 100cm.                            |
| <b>Tires</b>              | Solid tires                                                          |
| <b>Battery type</b>       | maintenance-free lead-acid battery(60V, 80A,5pieces)                 |
| <b>Motor system</b>       | 2KW Permanent brushless motor                                        |
| <b>Charging time</b>      | 8-10h per charge<br>(the first time it is better to charge 12 hours) |
| <b>Driving kilometers</b> | Around 70-80km (43-49 miles)                                         |
| <b>Package</b>            | iron shelf and plywood                                               |

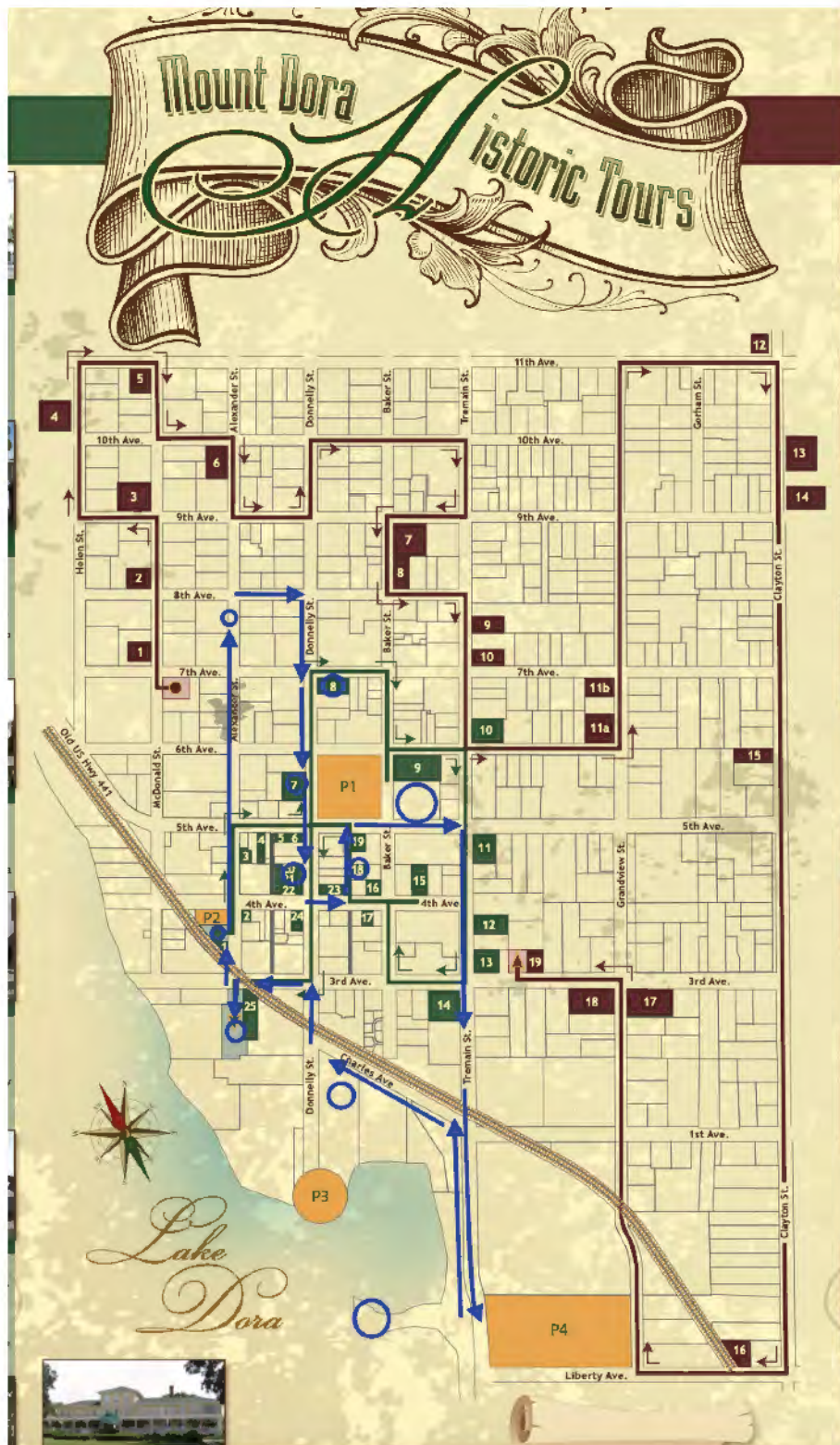
Olde Mount Dora Carriage Company, LLC

**Already equipped with headlights, taillights, turn lights and stopped light.**

We would retrofit with seatbelts, reflectors, fire extinguisher, side ropes and or whatever else the city of Mount Dora requires.







Map provided by city of Mount Dora. Blue line represents potential carriage tour.



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**DATE:** June 21, 2022

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Lake-Sumter Metropolitan Planning Organization (MPO) Technical Advisory Committee Member Appointment

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**Introduction:**

This is an opportunity for City Council to appoint George Marek, City Engineer, to the Lake-Sumter Metropolitan Planning Organization (MPO) Technical Advisory Committee.

**Discussion:**

The Lake-Sumter MPO Technical Advisory Committee (TAC) is comprised of planners and engineers from the various local governments encompassing the MPO. This committee makes technical design recommendations and verifies transportation documents conform to the appropriate standards.

If approved, the primary voting TAC member for the City would be George Marek, City Engineer. To ensure proper representation, Vince Sandersfeld, Planning Director, would continue to serve as the alternate.

**Budget Impact:**

There are no budgetary impacts associated with board appointments.

**Strategic Impact:**

This action ensures intergovernmental coordination with regional agencies and stakeholders to support the growth management goals of the City.

**Recommendation:**

City Council appoint George Marek, City Engineer, as the City staff member to the Lake-Sumter MPO Technical Advisory Committee. Vince Sandersfeld, Planning Director, will remain as the alternate.

**Attachment(s):**

Prepared by: Misty Sommer, Economic Development Manager

Reviewed by: Jeanann Hand, Deputy City Clerk

Jessica Burnham, City Clerk

Patrick Comiskey, City Manager

Approved - 6/13/2022

Approved - 6/13/2022

Final Approval - 6/14/2022



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**DATE:** June 21, 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 Utility Upsizing Impact Fee Credit Agreement between the City of Mount Dora and Forestar (USA ) Real Estate Group, Inc. (formerly with D.R. Horton, Inc.), Related to the Timberwalk PUD

---

**Introduction:**

This is a request for Council to approve Amendment 1 to the Utility Upsizing Impact Fee Agreement between the City of Mount Dora and Forestar (USA ) Real Estate Group, Inc. (formerly with D.R. Horton, Inc.).

**Discussion:**

Council approved Resolution No. 2020-139 for the impact fee agreement between D.R. Horton, Inc. and the City in August 2020 (Attachment #1). The utilities that were upsized include the sanitary sewer, reclaimed, and potable water mains. These increases in size allow for the increased flows adjacent growth will need in the future. The total cost of up-sizing the water, sewer and reclaim mains was estimated at the time to be \$567,015.00.

On June 3, 2022, D.R. Horton assigned its interest in the agreement to Forestar (USA) Real Estate Group, Inc. Amendment 1 to the agreement seeks to memorialize the assignment of interest in the agreement and adjust the total impact fee credit. The original Timberwalk agreement stipulated a total impact fee credit of \$567,893. The new total cost incurred by the developer to construct the augmented utility mains is \$600,671.72. Section 6 of the existing agreement is proposed to be amended to adjust the total impact fee credit.

All the upsizings were constructed in Phase 1 and 2 of the subdivision with no upsizing to occur in the final Phase 3 of the subdivision.

**Budget Impact:**



The increase of the impact fee credit amount of \$32,778.72 will be cost neutral to the existing utility customers.

**Strategic Impact:**

Economic Development: The Timberwalk subdivision is located within the Wolf Branch Innovation District. City Council has established the strategic goal of spurring growth to encourage economic development in this area.

**Recommendation:**

City Council approve Amendment 1 to the Utility Upsiding Impact Fee Credit Agreement between the City of Mount Dora and Forestar (USA ) Real Estate Group, Inc. (formerly with D.R. Horton, Inc.).

**Attachment(s):**

1. Attachment #1: Resolution No. 2020-139, Impact Fee Credit Agreement for the Timberwalk subdivision utilities.
2. Amendment 1\_Forestar + DR Horton\_Signed\_06032022

Prepared by: Ethan Hand

Reviewed by: Chris Gaw, Utilities Engineer  
Rita Meade, Deputy Finance Director  
Sherry Sutphen, City Attorney  
Jessica Burnham, City Clerk  
Jeanann Hand, Deputy City Clerk  
Patrick Comiskey, City Manager

Approved - 5/24/2022

Approved - 5/27/2022

Approved - 6/14/2022

Approved - 6/14/2022

Approved - 6/14/2022

Final Approval - 6/14/2022

# ATTACHMENT #1

## RESOLUTION NO. 2020-139

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE IMPACT FEE CREDIT AGREEMENT WITH DR HORTON RELATED TO THE TIMBERWALK PLANNED UNIT DEVELOPMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, DR Horton, Inc., is the owner of the Timberwalk Planned Unit Development approved by the City through Ordinance 2019-01(Timberwalk PUD); and

**WHEREAS**, the City of Mount Dora owns and operates water, reclaimed and sewer utility systems for the health, safety, welfare and overall benefit of its residential and business customers; and

**WHEREAS**, DR Horton has agreed to construct certain improvements that are not required to serve the Timberwalk PUD but will provide an overall benefit to the City's water, reclaimed and sewer utility systems; and

**WHEREAS**, the City and DR Horton desire to enter into an agreement to memorialize their mutual understanding with respect to the utility improvements that DR Horton has agreed to construct.

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

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

**SECTION 2. Approval of Agreement and Authorization to Execute.**

A. The Utility Upsizing Impact Fee Credit Agreement with DR Horton, attached hereto as **Exhibit "A"**, is hereby approved and the Mayor or designee thereof is authorized to execute the same on behalf of the City.

B. To the extent amendments to the Utility Upsizing Impact Fee Credit Agreement are necessary, as long as such amendments do not materially alter the Agreement and the same have been approved by the City Attorney, the Mayor is hereby authorized to execute such amendments to the Agreement on behalf of the City.

**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 Impact Fee Credit Agreement related to the Timberwalk PUD, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

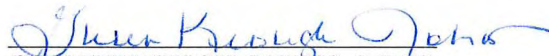
**PASSED AND ADOPTED this 18th day of August, 2020.**



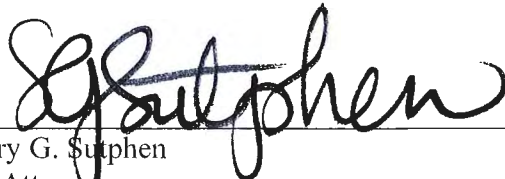
**CATHERINE T. HOECHST**  
**MAYOR of the City of Mount Dora, Florida**

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

ATTEST:



**GWEN KEOUGH-JOHNS, MMC**  
**CITY CLERK**



**Sherry G. Sulphen**  
**City Attorney**

**EXHIBIT “A”**  
Utility Upsizing Impact Fee Credit Agreement  
With DR Horton

## **Utility Upsizing Impact Fee Credit Agreement**

This Utility Upsizing Impact Fee Credit Agreement (this "Agreement") is made and entered into between the City of Mount Dora, a political subdivision of the State of Florida, whose address is 510 N. Baker Street, Mount Dora, FL 32757 (the "City") and D.R. Horton, Inc., a Delaware company, authorized to do business in the State of Florida, whose address is Attn: John Valantis, Assistant Secretary, 10192 Dowden Road, Orlando, Florida 32832, (the "Developer"), (together, the "Parties").

### **WITNESSETH**

**WHEREAS**, Developer is the owner of certain real property located in the City of Mount Dora, Lake County, Florida as more particularly described and shown on **Exhibit A** attached hereto and by this reference made a part hereof (the "Property"); and

**WHEREAS**, pursuant to Ordinance No. 2019-01, the City granted a rezoning of the Property to allow for a single-family planned unit development (Timberwalk PUD); and

**WHEREAS**, the approved Timberwalk PUD allowed for a total of 376 residential dwelling units; however, the Developer has decided to develop the Property with only 367 residential dwelling units; and

**WHEREAS**, it is mutually understood by the Parties and agreed to by the Parties, that the Developer has agreed to construct certain improvements that are not required to serve the Timberwalk PUD and, therefore, provide a benefit to City's overall water, reclaimed and sewer utility systems; and

**WHEREAS**, the Parties desire to reduce to writing, and have ratified and confirmed, the specific terms and conditions of their understanding and agreement related to the Developer's construction of the Improvements, as defined hereinafter, as well as Developer's entitlement to impact fee credits from the City for the Developer's fulfillment of the same;

**NOW, THEREFORE**, for and in consideration of the mutual terms, understandings, conditions, premises and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct, and are hereby incorporated as a material part of this Agreement as if fully set forth herein.
2. Construction of Improvements. Developer hereby acknowledges and agrees to the following:
  - a. Developer shall, at Developer's sole expense, design and construct the following utilities (together, the "Improvements") as set forth in the Construction Plans for Timberwalk Capital Utilities prepared by Booth, Ern, Straughan & Hiott (BESH), dated July 9th, 2020, which has received final approval by the City of Mount Dora (Approved Construction Documents).

- b. The approximate location and dimensions for the Force Main, Potable Water Main and Reclaim Main (together, the "Utility Mains") are more particularly described on **Exhibits B-1, B-2 and B-3** attached hereto and by this reference made a part hereof, and the approximate location and dimensions for the upsized Lift Station requirements are more particularly described on **Exhibit C** attached hereto and by this reference made a part hereof.
3. Plans and Specifications. Developer has attached hereto as **Exhibit D**, the final alignment and design specifications for the construction of the Improvements (the "Plans and Specifications"), prepared by BESH, which includes the current cost estimate for the completion of the Improvements specified in the Plans and Specifications. The final Plans and Specifications shall become a material part of this Agreement and shall be used by the Developer for the purpose of obtaining all permits necessary for the construction of the Improvements.
4. Future Gravity Line. Developer has the right, but not the obligation to tie into the City's future gravity sewer line on the east side of Round Lake Road that currently is inactive; however if the City anticipates having its Round Lake Master Lift Station south of SR 46 constructed prior to the first home being completed in Timberwalk then the Developer may have the right but not the obligation to tie into the City's operational sanitary sewer system and thence terminate the need for the additional 1,004 ft of force main proposed on the east side of Round Lake Road shown in the Approved Construction Documents.
5. Permits. Developer shall design the Improvements in a manner sufficient to satisfy the applicable government permitting requirements, and shall apply for and obtain all permits and approvals.
6. Impact Fee Credits. In consideration of the obligations set forth herein, the Parties acknowledge and agree:
- a. City shall provide Developer with water, reclaimed and sewer impact fee credits in the actual amount incurred by Developer for its construction of those Improvements which are not required to serve Developer's project (Impact Fee Credit) and shall in no event exceed the amount as set forth in **Exhibit D**, attached hereto and by this reference made a part hereof.
- b. The Impact Fee Credit shall be available to Developer upon the completion by Developer and acceptance by the City of the construction of the Improvements and confirmation by City of the actual cost of the improvements in substantial accordance with **Exhibit D**. Developer shall provide such reasonable documentation as may be requested by City for purposes of City's determination and confirmation as set forth herein.
- c. The total Impact Fee Credit shall be divided by the 367 residential dwelling units approved for the PUD. Each separate residential dwelling unit shall be entitled to a maximum credit for water, reclaimed and sewer, as set forth below, at the time the building permit is applied for or at the time the impact fees are due and owing to the City. The Impact Fee Credit may only be applied to those residential dwelling units constructed in the Timberwalk PUD and may not be transferred to any other development without the express written permission of the City.

| <b>WATER</b> | <b>RECLAIMED</b> | <b>SEWER</b> |
|--------------|------------------|--------------|
| \$1,340.00   | \$500.00         | \$4,215.00   |

d. At least every thirty (30) days following the execution of this Agreement, the Developer shall provide the City with updates regarding the progress of the Improvements and to ensure that there are no substantial deviations from the Approved Construction Documents.

7. Construction of Initial Homes. Developer shall be able to construct 97 homes with the first phase of Improvements.

8. Concurrency. The City has planned capacity for the Timberwalk PUD (367 residential dwelling units), for all "concurrency" purposes with respect to municipal facilities and services under the jurisdiction and control of the City either now or in the future, specifically including, without limitation, water, reclaimed and sewer.

9. Approvals. In those instances, in this Agreement, in which a party's approval, consent or satisfaction is required, and a time period is not specified, it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

10. Indemnification. The Developer, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to construction of the Improvements or this Agreement by the Developer, its agents or employees, or any contractor employed by the Developer, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the City, or claims, asserted by property owners for damages arising from the performance of the obligations contained in this Agreement. This provision shall survive the termination of the Agreement.

11. Term and Nature of Agreement. This Agreement shall terminate upon satisfaction by the Parties hereto of their respective obligations contained herein. If the Developer is unable to obtain all necessary approvals for the construction of the Improvements from the City or any other governmental agency, the sole remedy to the City shall be the termination of this Agreement, and Developer shall not be liable for, and the City shall not seek from the Developer, either damages or specific performance of this Agreement.

12. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.



13. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, or (iii) sent via overnight courier delivery service, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

DEVELOPER

D.R. Horton, Inc.  
John Valantasis, Assistant Secretary  
10192 Dowden Road  
Orlando, FL 32832  
cc: Cecelia Bonifay, Esq.  
Akerman LLP  
420 S. Orange Ave, Suite 1200  
Orlando, FL 32801

CITY

City of Mount Dora  
Robin Hayes, City Manager  
510 N. Baker Street  
Mount Dora, FL 32757  
cc: City of Mount Dora  
Sherry Sutphen, City Attorney  
Bell & Roper, P.A.  
2707 East Jefferson Street  
Orlando, FL 32803

14. Counterparts. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

15. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

16. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

17. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

18. Construction of Agreement. This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and Paragraph headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

19. Public Records. The Developer shall allow public access to all documents, papers, letters or other materials subject to the provisions of Section 119.0701, Florida Statutes, and which have been made or received by the Developer in conjunction with this Agreement.

20. Records and Audits. The Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to actual costs incurred and credits provided pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the City upon five (5) business day's prior written notice.

21. Equal Opportunity Employment. The Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

22. Authority. Each of the Parties hereto represent and warrant to each other that they have all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken, obtained or followed, as the case may be, and that this Agreement shall be valid, binding, and enforceable against the Parties, their successors and assigns.

23. Breach. Except as provided in Section 11, in the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

24. Amendment. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors or assigns in interest.

25. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

26. Assignment. This Agreement and all of the rights, obligations and responsibilities hereunder, shall be assignable by the Developer with the express written approval of the City. Approval of any request for assignment by the Developer will not be unreasonably withheld by the City. It is understood and agreed by the Parties that upon such assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement so long as the assignee agrees in writing to accept all of the terms and conditions hereof.

27. Disclaimer of Third Party Beneficiaries. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the City.

28. Governing Law, Venue and Jury Trial. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties

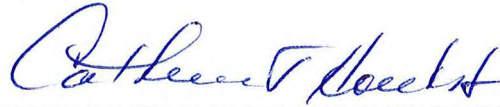
hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

29. Land Use Approvals. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Property, nor shall this Agreement be deemed to reduce eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights with respect to the Property.

[Signature Pages to Follow]

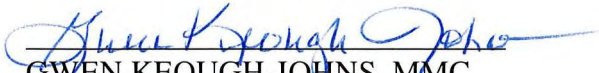
**IN WITNESS WHEREOF**, the Parties have made and executed this Agreement on the respective dates under each signature: CITY through its Mayor, and DEVELOPER through its duly authorized representative.

**CITY:**



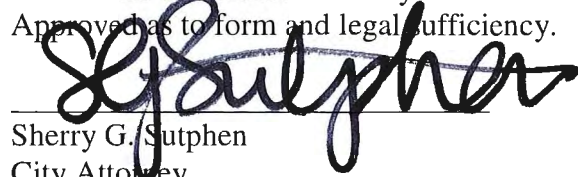
**CATHERINE T. HOECHST**  
**MAYOR of the City of Mount Dora, Florida**

**ATTEST:**



**GWEN KEOUGH-JOHNS, MMC**  
**CITY CLERK**

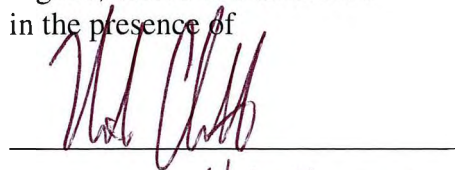
For the use and reliance of City of Mount Dora only.  
Approved as to form and legal sufficiency.



**Sherry G. Sutphen**  
**City Attorney**

**DEVELOPER:**

Signed, sealed and delivered  
in the presence of



Print Name: Nick Christakos



Print Name: Heath Rivers

D. R. Horton, Inc.



By: John Valantasis, Assistant Secretary

This 11<sup>th</sup> day of August, 2020

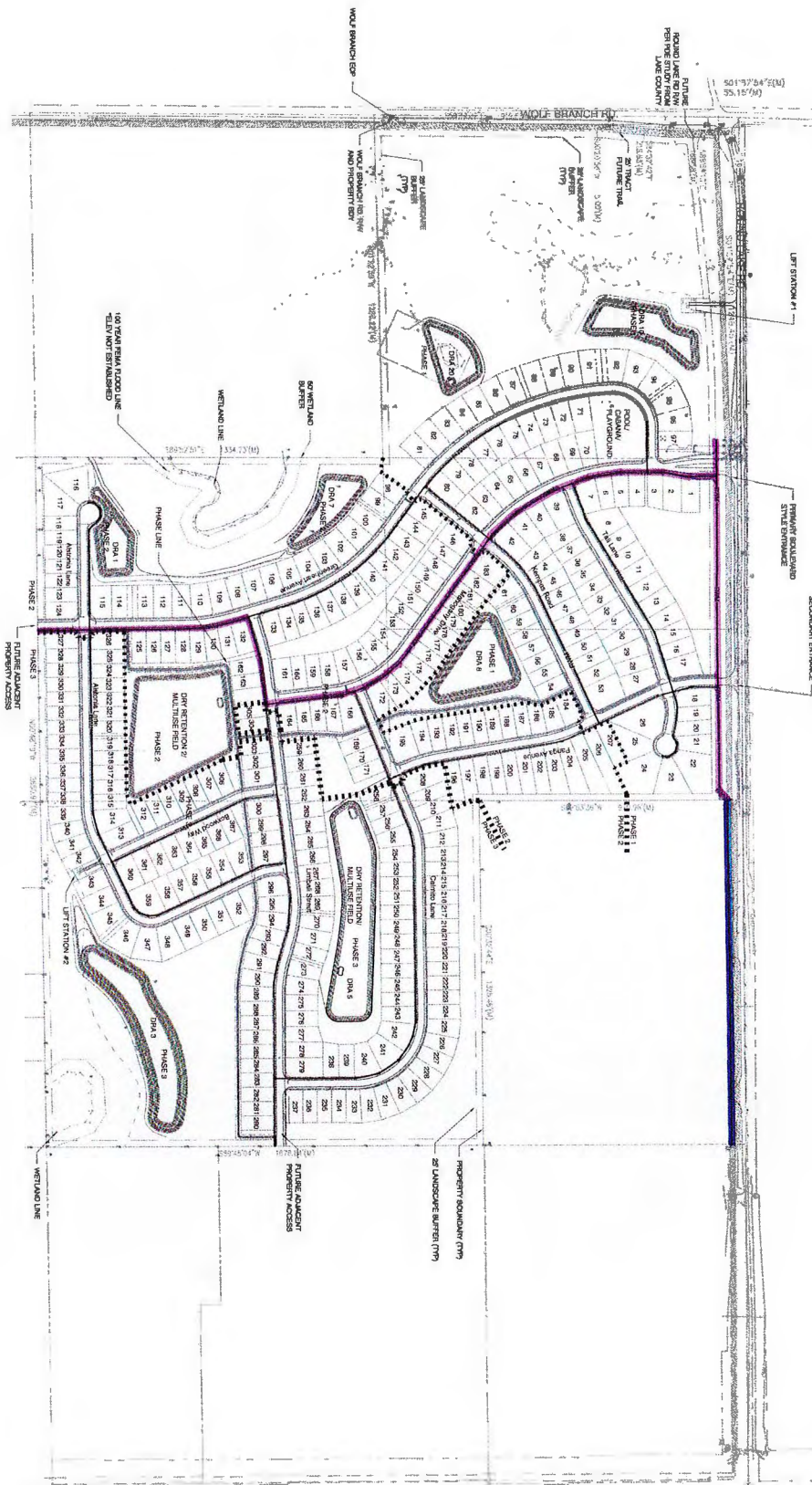
### **Exhibit A (Legal Description)**

THAT PORTION OF LANDS SITUATED IN THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3908, PAGES 188 THROUGH 190, AND OFFICIAL RECORDS BOOK 4118, PAGES 1297 THROUGH 1298, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL AND DISK (NO ID) BEING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AS SHOWN ON THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER RECORD NUMBER 111919, ON FILE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, TALLAHASSEE, FLORIDA; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, RUN SOUTH 01°57'54" EAST, 55.16 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 27, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WOLF BRANCH ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1853, PAGE 1535, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°57'54" EAST, 1248.44 FEET ALONG SAID EAST LINE OF NORTHEAST QUARTER, ALSO BEING THE WEST RIGHT OF WAY LINE OF ROUND LAKE ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1206, PAGE 1601, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, TO A POINT ON THE WEST RIGHT OF WAY LINE OF ROUND LAKE ROAD AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1128, PAGE 1838, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; FROM SAID POINT, DEPARTING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 AND CONTINUING ALONG THE SAID WEST RIGHT OF WAY LINE OF ROUND LAKE ROAD, RUN SOUTH 00°13'38" EAST, 1318.39 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH 89°53'36" WEST, 970.96 FEET ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF THE EAST THREE-QUARTERS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE DEPARTING SAID SOUTH LINE, RUN ALONG THE SAID WEST LINE SOUTH 00°32'44" EAST, 1325.46 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE RUN SOUTH 89°45'04" WEST, 1678.84 FEET ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 27; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°48'19" WEST, 2650.97 FEET ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°52'51" EAST, 1334.73 FEET ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 01°22'59" WEST, 1286.22 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WOLF BRANCH ROAD, AS SHOWN ON THE LAKE COUNTY RIGHT OF WAY MAINTENANCE MAP OF WOLF BRANCH ROAD, RECORDED IN MAP BOOK 4, PAGES 62 THROUGH 68, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°39'02" EAST, 919.53 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT ON THE SOUTH RIGHT OF WAY LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 1853, PAGE 1535, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH RIGHT OF WAY LINE OF WOLF BRANCH ROAD THE FOLLOWING THREE (3) COURSES; SOUTH 00°20'58" WEST, 5.00 FEET; THENCE RUN SOUTH 84°52'42" EAST, 215.53 FEET; THENCE RUN SOUTH 88°59'13" EAST 188.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 170.64 ACRES, MORE OR LESS.

**Exhibit B -1 (Timberwalk Reuse Upsize)**



DATE: 2.1.2020  
 DESIGNED BY: [Signature]  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 JOB NO.: 18150  
 FILE NAME: [Blank]  
 SHEET 1

**BEST**  
 BOOTH & STRAUSS, INC.  
 ENGINEERS SURVEYORS • LAND PLANNERS  
 902 North Boulder Ave.  
 Tallahassee, Florida 32310  
 Phone: 904.202.8877  
 Fax: 904.202.8888  
 Website: www.bestinc.com

**TIMBERWALK**  
**BY D.R. HORTON**  
  
 Master Reuse Exhibit

| DATE     | REVISION |
|----------|----------|
| 2.1.2020 | 1        |
|          |          |
|          |          |
|          |          |
|          |          |
|          |          |
|          |          |
|          |          |
|          |          |
|          |          |

**Exhibit B -2 (Timberwalk Sewer Upsize)**





**Exhibit B -3 (Timberwalk Water Upsize)**



**Exhibit C (Master Sewer Plan)**





### Exhibit D (Cost Estimate)

| TIMBERWALK                         |                                             |          |      |              |               |
|------------------------------------|---------------------------------------------|----------|------|--------------|---------------|
| UTILITY UPSIZING COSTS AS DESIGNED |                                             |          |      |              |               |
|                                    | Description                                 | Quantity | Unit | Unit Price   | Amount        |
| <b>1.00</b>                        | <b>Offsite Sewer Round Lake Rd</b>          |          |      |              |               |
| 1.01                               | 10" PVC Force Main (incl restraints)        | 1,926    | LF   | \$38.86      | \$ 74,844.36  |
| 1.02                               | 10" Fusible PVC Force Main Directional Bore | 1,500    | LF   | \$ 160.35    | \$ 240,525.00 |
| 1.03                               | 10" Tapping Sleeve & Valve                  | 0        | EA   | \$ 9,870.37  | \$ -          |
| 1.04                               | 10" Plug Valve                              | 3        | EA   | \$ 3,602.78  | \$ 10,808.34  |
| 1.05                               | 10" 45° Fittings                            | 5        | EA   | \$467.28     | \$ 2,336.40   |
| 1.06                               | 10" 11.25° Fittings                         | 2        | EA   | \$ 465.92    | \$ 931.84     |
| 1.07                               | Air Release Valve                           | 2        | EA   | \$ 10,753.10 | \$ 21,506.20  |
|                                    | <b>Offsite Sewer Total</b>                  |          |      | \$ 3,602.78  | \$ 350,952.14 |
| <b>2.00</b>                        | <b>Deduct Cost Offsite Sewer Round Lake</b> |          |      |              |               |
| 2.01                               | 8" PVC Force Main (incl restraints)         | 1,926    | LF   | \$34.33      | \$ 66,119.58  |
| 2.02                               | 8" Fusible PVC Force Main Directional Bore  | 1,500    | LF   | \$ 150.60    | \$ 225,900.00 |
| 2.03                               | 8" Tapping Sleeve & Valve                   | 0        | EA   | \$ 9,758.45  | \$ -          |
| 2.04                               | 8" Plug Valve                               | 3        | EA   | \$ 2,300.00  | \$ 6,900.00   |
| 2.05                               | 8" 45° Fittings                             | 5        | EA   | \$347.50     | \$ 1,737.50   |
| 2.06                               | 8" 11.25° Fittings                          | 2        | EA   | \$ 332.50    | \$ 665.00     |
| 2.07                               | Air Release Valve                           | 2        | EA   | \$ 10,724.96 | \$ 21,449.92  |
|                                    | <b>Deduct Cost Offsite Sewer Total</b>      |          |      |              | \$ 322,772.00 |
|                                    | <b>Offsite Sewer Upsizing Cost</b>          |          |      |              | \$ 28,180.14  |

|             |                                        |       |    |             |                      |
|-------------|----------------------------------------|-------|----|-------------|----------------------|
| <b>3.00</b> | <b>Offsite Water Round Lake Rd.</b>    |       |    |             |                      |
| 3.01        | 16" PVC Water Main (incl restraints)   | 1,430 | LF | \$ 78.50    | \$ 112,255.00        |
| 3.02        | 16" Fusible PVC Directional Drill      | 1,325 | LF | \$ 260.78   | \$ 345,533.50        |
| 3.03        | 16" Gate Valve                         | 3     | EA | \$ 5,574.84 | \$ 16,724.52         |
| 3.04        | 16" 45° Bends                          | 2     | EA | \$ 398.20   | \$ 796.40            |
| 3.05        | Air Release Valve                      | 2     | EA | \$ 8,396.14 | \$ 16,792.28         |
|             | <b>Offsite Water Total</b>             |       |    |             | <b>\$ 492,101.70</b> |
|             |                                        |       |    |             |                      |
| <b>4.00</b> | <b>Offsite Water Round Lake Rd.</b>    |       |    |             |                      |
| 4.01        | 8" PVC Water Main (incl restraints)    | 1,430 | LF | \$ 46.25    | \$ 66,137.50         |
| 4.02        | 8" Fusible PVC Directional Drill       | 1,325 | LF | \$ 150.60   | \$ 199,545.00        |
| 4.03        | 8" Gate Valve                          | 3     | EA | \$ 1,191.71 | \$ 3,575.13          |
| 4.04        | 8" 45° Bends                           | 2     | EA | \$ 88.80    | \$ 177.60            |
| 4.05        | Air Release Valve                      | 2     | EA | \$ 8,368.27 | \$ 16,736.54         |
|             | <b>Deduct Cost Offsite Water Total</b> |       |    |             | <b>\$ 286,171.77</b> |
|             |                                        |       |    |             |                      |
|             | <b>Offsite Water Upsizing Cost</b>     |       |    |             | <b>\$ 205,929.93</b> |

|             |                                        |       |    |             |                      |
|-------------|----------------------------------------|-------|----|-------------|----------------------|
| <b>5.00</b> | <b>Offsite Reuse Round Lake Rd.</b>    |       |    |             |                      |
| 5.01        | 12 " PVC Reuse (incl restraints)       | 1,430 | LF | \$ 52.84    | \$ 75,561.20         |
| 5.02        | 12" Fusible Reuse Directional          | 1,325 | LF | \$ 185.19   | \$ 245,376.75        |
| 5.03        | 12" Gate Valve                         | 3     | EA | \$ 2,762.74 | \$ 8,288.22          |
| 5.04        | 12" 45° Bends                          | 3     | EA | \$ 204.52   | \$ 613.56            |
| 5.05        | Air Release Valve                      | 2     | EA | \$ 8,342.30 | \$ 16,684.60         |
|             | <b>Offsite Reuse Total</b>             |       |    |             | <b>\$ 346,524.33</b> |
|             |                                        |       |    |             |                      |
| <b>6.00</b> | <b>Offsite Reuse Round Lake Rd.</b>    |       |    |             |                      |
| 6.01        | 8 " PVC Reuse (incl restraints)        | 1,430 | LF | \$ 36.78    | \$ 52,595.40         |
| 6.02        | 8" Fusible Reuse Directional           | 1,325 | LF | \$ 150.60   | \$ 199,545.00        |
| 6.03        | 8" Gate Valve                          | 3     | EA | \$ 1,191.71 | \$ 3,575.13          |
| 6.04        | 8" 45° Bends                           | 3     | EA | \$ 88.80    | \$ 266.40            |
| 6.05        | Air Release Valve                      | 2     | EA | \$ 8,314.43 | \$ 16,628.86         |
|             | <b>Deduct Cost Offsite Reuse Total</b> |       |    |             | <b>\$ 272,610.79</b> |
|             |                                        |       |    |             |                      |
|             | <b>Offite Reuse Upsizing Cost</b>      |       |    |             | <b>\$ 73,913.54</b>  |



|             |                                       |       |    |             |                      |
|-------------|---------------------------------------|-------|----|-------------|----------------------|
| <b>7.00</b> | <b>Onsite Water Upsize Cost</b>       |       |    |             |                      |
| 7.01        | 16" PVC Water Main (incl restraints)  | 3,235 | LF | \$ 44.49    | \$ 143,925.15        |
| 7.02        | 16" Gate Valve                        | 13    | EA | \$ 5,574.84 | \$ 72,472.92         |
| 7.03        | 16" Tee                               | 2     | EA | \$ 781.51   | \$ 1,563.02          |
| 7.04        | 16"x8" Tee                            | 7     | EA | \$ 508.75   | \$ 3,561.25          |
| 7.05        | 16"x6" Tee                            | 6     | EA | \$ 390.00   | \$ 2,340.00          |
| 7.06        | 16" 22.5° Bend                        | 12    | EA | \$ 948.10   | \$ 11,377.20         |
| 7.07        | 16" Service Saddle                    | 40    | EA | \$ 185.00   | \$ 7,400.00          |
|             | <b>Onsite Water Total</b>             |       |    |             | <b>\$ 242,639.54</b> |
|             |                                       |       |    |             |                      |
| <b>8.00</b> | <b>Deduct Cost Onsite Water</b>       |       |    |             |                      |
| 8.01        | 8" PVC Water Main (incl restraints)   | 3,235 | LF | \$ 16.36    | \$ 52,924.60         |
| 8.02        | 8" Gate Valve                         | 13    | EA | \$ 1,206.80 | \$ 15,688.40         |
| 8.03        | 8" Tee                                | 9     | EA | \$ 172.01   | \$ 1,548.09          |
| 8.04        | 8"x6" Tee                             | 6     | EA | \$ 141.25   | \$ 847.50            |
| 8.05        | 8" 22.5° Bend                         | 12    | EA | \$ 92.10    | \$ 1,105.20          |
| 8.06        | 8" Service Saddle                     | 40    | EA | \$ 96.25    | \$ 3,850.00          |
|             | <b>Deduct Cost Onsite Water Total</b> |       |    |             | <b>\$ 75,963.79</b>  |
|             |                                       |       |    |             |                      |
|             | <b>Onsite Water Upsizing Cost</b>     |       |    |             | <b>\$ 166,675.75</b> |

|              |                                       |       |    |             |                      |
|--------------|---------------------------------------|-------|----|-------------|----------------------|
| <b>9.00</b>  | <b>Onsite Reuse Upsize Cost</b>       |       |    |             |                      |
| 9.01         | 12 " PVC Reuse                        | 3,243 | LF | \$ 27.88    | \$ 90,414.84         |
| 9.02         | 12" Gate Valve                        | 11    | EA | \$ 3,497.14 | \$ 38,468.54         |
| 9.03         | 12" Tee                               | 2     | EA | \$ 342.67   | \$ 685.34            |
| 9.04         | 12"x8" Tee                            | 7     | EA | \$ 247.50   | \$ 1,732.50          |
| 9.05         | 12" 22.5° Bend                        | 11    | EA | \$ 448.32   | \$ 4,931.52          |
| 9.06         | 12" Service Saddle                    | 40    | EA | \$ 136.25   | \$ 5,450.00          |
|              | <b>Onsite Reuse Total</b>             |       |    |             | <b>\$ 141,682.74</b> |
|              |                                       |       |    |             |                      |
| <b>10.00</b> | <b>Deduct Cost Onsite Reuse</b>       |       |    |             |                      |
| 10.01        | 8 " PVC Reuse                         | 3,243 | LF | \$ 16.36    | \$ 53,055.48         |
| 10.02        | 8" Gate Valve                         | 11    | EA | \$ 1,206.80 | \$ 13,274.80         |
| 10.03        | 8" Tee                                | 9     | EA | \$ 172.01   | \$ 1,548.09          |
| 10.04        | 8" 22.5° Bend                         | 11    | EA | \$ 92.10    | \$ 1,013.10          |
| 10.05        | 8" Service Saddle                     | 40    | EA | \$ 90.00    | \$ 3,600.00          |
|              | <b>Deduct Cost Onsite Reuse Total</b> |       |    |             | <b>\$ 72,491.47</b>  |
|              |                                       |       |    |             |                      |
|              | <b>Onsite Reuse Upsizing Cost</b>     |       |    |             | <b>\$ 69,191.27</b>  |

|              |                                                 |   |    |              |                      |
|--------------|-------------------------------------------------|---|----|--------------|----------------------|
| <b>11.00</b> | <b>Lift Station Upsizing (Inside Fence)</b>     |   |    |              |                      |
| 11.01        | 10' Dia Wet Well                                | 1 | EA | \$38,522.49  | \$ 38,522.49         |
| 11.02        | 8" Riser Pipe & Yard Piping                     | 1 | LS | \$ 86,256.25 | \$ 86,256.25         |
| 11.03        | 8" Mag Meter                                    | 1 | EA | \$ 6,946.31  | \$ 6,946.31          |
|              | <b>Lift Station Upsizing Total</b>              |   |    |              | <b>\$ 131,725.05</b> |
|              |                                                 |   |    |              |                      |
| <b>12.00</b> | <b>Deduct Cost Lift Station (Inside Fence)</b>  |   |    |              |                      |
| 12.01        | 8' Dia Wet Well                                 | 1 | EA | \$ 28,570.69 | \$ 28,570.69         |
| 12.02        | 6" Riser Pipe & Yard Piping                     | 1 | LS | \$ 73,756.25 | \$ 73,756.25         |
| 12.03        | 6" Mag Meter                                    | 1 | EA | \$ 6,273.36  | \$ 6,273.36          |
|              | <b>Deduct Cost Lift Station Total</b>           |   |    |              | <b>\$ 108,600.30</b> |
|              |                                                 |   |    |              |                      |
|              | <b>Lift Station Upsizing Cost</b>               |   |    |              | <b>\$ 23,124.75</b>  |
|              |                                                 |   |    |              |                      |
|              | <b>Total Sewer Upsizing Cost</b>                |   |    |              | <b>\$ 51,304.89</b>  |
|              | <b>Total Water Upsizing Cost</b>                |   |    |              | <b>\$ 372,605.68</b> |
|              | <b>Total Reuse Upsizing Cost</b>                |   |    |              | <b>\$ 143,104.81</b> |
|              |                                                 |   |    |              |                      |
|              | <b>Total Reimbursement for Utility Upsizing</b> |   |    |              | <b>\$ 567,015.38</b> |
|              |                                                 |   |    |              |                      |
|              |                                                 |   |    |              |                      |
|              |                                                 |   |    |              |                      |
|              |                                                 |   |    |              |                      |
|              |                                                 |   |    |              |                      |
|              |                                                 |   |    |              |                      |
|              |                                                 |   |    |              |                      |
|              |                                                 |   |    |              |                      |
|              |                                                 |   |    |              |                      |
|              |                                                 |   |    |              |                      |

**AMENDMENT 1 TO THE UTILITY UPSIZING  
IMPACT FEE CREDIT AGREEMENT  
BETWEEN THE CITY OF MOUNT DORA  
AND FORESTAR (USA) REAL ESTATE GROUP, INC.,  
(Formerly with D.R. Horton, Inc.)**

**THIS AMENDMENT 1** is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, whose address is 510 N. Baker Street, Mount Dora, Florida 32757 hereinafter referred to as the “CITY”; D.R. Horton, Inc., a Delaware company, authorized to do business in the State of Florida, whose address is Attn: John Valantis, Assistant Secretary, 10192 Dowden Road, Orlando, Florida 32832, hereinafter referred to as the “ASSIGNOR” and Forestar (USA) Real Estate Group, Inc., a Delaware company, authorized to do business in the State of Florida, whose address is Attn: Chris Tyree, Vice President, 1064 Greenwood Blvd. Suite 200 Lake Mary, Florida 32746, hereinafter referred to as the “ASSIGNEE/DEVELOPER”.

**WHEREAS**, on August 18, 2020, the City adopted Resolution 2020-139, pertaining to the Impact Fee Credit Agreement with D.R. Horton related to the Timberwalk Planned Unit Development (Agreement); and

**WHEREAS**, on 6/3/22, the ASSIGNOR, assigned its interest in the Agreement to ASSIGNEE/DEVELOPER as permitted by paragraph 26 of the Agreement; and

**WHEREAS**, the ASSIGNEE/DEVELOPER has agreed to accept all of the rights and responsibilities of the ASSIGNOR under the Agreement and the CITY approves of the assignment as set forth herein; and

**WHEREAS**, the improvements that the Developer agreed to construct under the Agreement for the benefit of the City’s overall water, reclaimed and sewer utility systems are complete and the cost of the same exceeded the amount contemplated by the Agreement; and

**WHEREAS**, the parties have determined that it is in their mutual best interest to amend the Agreement to accommodate the increased benefit realized by the City.

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

1. Pursuant to Section 26, Assignment, of the Agreement, the ASSIGNOR assigns all rights, interests and responsibilities under the Agreement to the ASSIGNEE/DEVELOPER; the ASSIGNEE/DEVELOPER agrees to accept all rights, interests and responsibilities under the Agreement and all terms and conditions of the Agreement as if it entered into the Agreement directly with the CITY; and the CITY hereby releases the ASSIGNOR from any and all obligations under the Agreement.
2. Section 6, Impact Fee Credits, of the Agreement is hereby amended to reflect the following:

The Impact Fee Credit not to exceed amount provided in Section 6.a., Exhibit D, was originally set at Five Hundred Sixty-seven Thousand Eight Hundred Ninety-three Dollars and 0/100 (\$567,893.00) and shall hereby **increase** to Six Hundred Thousand Six Hundred Seventy-one Dollars and 72/100 (\$600,671.72).

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

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

ASSIGNEE/DEVELOPER

By: Chris Tyree

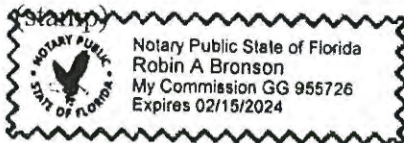
Print: Chris Tyree

Title: President

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Chris Tyree, as President, of Forestar, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Assignee/Developer, and who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



R. Bronson  
NOTARY PUBLIC, State of Florida

ASSIGNOR

By: [Signature]

Print: John Valantasis

Title: Asst. Sec

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of John Valantasis, as \_\_\_\_\_, of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Assignor, and who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath this 3 day of June, 2022.

(stamp)



Katie Kambeltz  
Notary Public  
State of Florida  
Comm# GG348264  
Expires 6/24/2023

Katie Kambeltz  
NOTARY PUBLIC, State of Florida



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

---

**DATE:** June 21, 2022

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Request Adoption of Resolution 2022-42, Rankings for Architectural and Engineering Services for the Community Resource and Recreation Center

---

**Introduction:**

This is a request for City Council to Approve Resolution No. 2022-42, Rankings for Architectural and Engineering Services for the Community Resource and Recreation Center.

**Discussion:**

On March 24, 2022, RFQ #22-GS-003 for Architectural and Engineering Services for the Community Resource and Recreation Center was issued. Seven (7) submittals were received by the opening date of April 25, 2022 at 2:00 p.m. One (1) submittal was deemed non-responsive to the RFQ requirements and one (1) submittal was rejected, without opening, due to conflict of interest. Both submittals were removed from consideration.

The Evaluation Committee met on May 9, 2022, to discuss and score the remaining five (5) submittals received. The discussion was detailed and scoring was consistent. Based on the Committee scores, the five (5) submittals were ranked from highest (#1) to lowest (#5). The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with each of the top three (3) ranked/shortlisted firms.

Presentation/Question & Answer sessions were held on May 20, 2022, with the shortlisted firms. The Evaluation Committee scoring of the three shortlist firms resulted in the following final ranking:

- #1 – Borrelli + Partners
- #2 – Bentley Architects & Engineers Inc.
- #3 – CPH, Inc.

This item is requesting approval of the final ranking and entering into negotiations with the top ranked firm. If unable to reach a successful negotiation with the #1 ranked firm, staff will cease

negotiations and move to negotiations with the #2 ranked firm and so on until a successful negotiation is achieved.

**Budget Impact:**

None at this time.

**Strategic Impact:**

Goal 1. Economic Development.

**Recommendation:**

The City Council approve the final rankings and authorize staff to enter into negotiations with the top ranked firm.

**Attachment(s):**

1. Attachment 1 RFQ 22-GS-003 Notice of Intent to Award
2. Resolution 2022-42.AE Design Services.Borrelli + Partners.SGS

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 - 6/7/2022

Approved - 6/7/2022

Approved - 6/13/2022

Approved - 6/13/2022

Approved - 6/13/2022

Final Approval - 6/14/2022





**CITY OF  
MOUNT  
DORA**

Purchasing Division

**Marilyn J. Douglas**  
**Purchasing Manager**  
**510 N. Baker Street**  
**Mount Dora, FL 32757**  
**Voice: 352-735-7176**  
**Fax: 352-735-1406**

**E-mail: [douglasm@cityofmounddora.com](mailto:douglasm@cityofmounddora.com)**

---

Date: May 27, 2022

To: All Submitting Firms

Re: **INTENT TO AWARD: RFQ# 22-GS-003 A&E Design Services for Resource and Recreation Center**

This letter serves as notification that the Evaluation Committee will present a final ranking of shortlisted firms; and a recommendation to City Council to approve the final ranking and staff entering into negotiations with the top ranked firm under this RFQ.

On March 24, 2022, RFQ #22-GS-003 was issued. Seven (7) submittals were received by the opening date of April 25, 2022 at 2:00 p.m. One submittal was deemed non-responsive to the RFQ requirements and one submittal was rejected, without opening, due to conflict of interest. Both submittals were removed from consideration.

The Evaluation Committee met on May 9, 2022 to discuss and score the remaining five submittals received. The discussion was detailed and scoring was consistent. Based on the Committee scores the five submittals were ranked from highest (#1) to lowest (#5). The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with each of the top three ranked (shortlisted) firms.

Presentation/Question & Answer sessions were held on May 20, 2022 with the shortlisted firms. The Evaluation Committee scoring of the three-shortlist firms resulted in the following final ranking:

**#1 -Borrelli + Partners; #2 - Bentley Architects & Engineers Inc.; #3 -CPH, Inc.**

The Evaluation Committee will recommend approval of the final ranking, as established above, to the City Council and recommend entering into negotiations with the top ranked firm for an agreement. If negotiations are unsuccessful with the #1 ranked firm, the City will cease negotiations with that firm and begin negotiations with the #2 ranked firm. This process will continue until a successful negotiation is reached. For additional information, reference the final scoring and ranking as attached.

If you have any questions regarding the procurement procedures, please contact me at 352.735.7176, or via e-mail at [douglasm@cityofmounddora.com](mailto:douglasm@cityofmounddora.com).

We appreciate your interest in doing business with The City of Mount Dora and we look forward to working with you on future projects.

Regards,

*Marilyn J. Douglas*

Purchasing Manager

# RFQ 22-GS-003 A&E Design Services for Resource and Recreation Center

## EVALUATION MASTER WORKSHEET

RFQ# 22-GS-003 A&E Design Services for Resource and Recreation Center

## FINAL SCORING & RANKING

| TOTALS                              | Chuck Cramer | Jim Faulkner | Steve Langley | Troy Shook | Adam Sumner | FINAL TOTALS | FINAL RANKING |
|-------------------------------------|--------------|--------------|---------------|------------|-------------|--------------|---------------|
| Bentley Architects & Engineers Inc. | 6.25         | 7.50         | 7.50          | 8.75       | 7.50        | 47.50        | 2.00          |
| CPM, Inc.                           | 7.50         | 8.50         | 8.00          | 8.75       | 7.50        | 42.25        | 3.00          |
| Donelli & Partners Inc.             | 8.75         | 4.50         | 10.00         | 10.00      | 10.00       | 43.25        | 1.00          |

Final Ranking (in order): #1 - Donelli & Partners Inc. #2 - Bentley Architects & Engineers Inc. #3 - CPM Inc.

*Marilyn J. Douglas*  
 MARILYN J. DOUGLAS, FPM, NPS-CPS  
 PURCHASING MANAGER

DATE: May 20, 2022

CITY OF MOUNT DORA PURCHASING DIVISION

## **RESOLUTION NO. 2022-42**

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO RFQ# 22-GS-003 – A&E DESIGN SERVICES FOR RESOURCES AND RECREATION CENTER; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF RANKINGS AND AUTHORIZATION TO NEGOTIATE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has determined that it is in need of Architectural and Engineering services related to the Community Resource and Recreation Center which it is constructing; and

**WHEREAS**, the City issued RFQ #22-GS-003, for A&E Design Services for Resource and Recreation Center; and

**WHEREAS**, the solicitation resulted in seven (7) responses being received, one (1) submittal was deemed non-responsive to the RFQ requirements and one (1) submittal was rejected, without opening, due to conflict of interest; and

**WHEREAS**, the evaluation committee ranked the proposals during the selection process and Borrelli + Partners was deemed to be the most responsive, responsible and qualified firm to provide the A&E Design Services as contemplated by RFQ# 22-GS-003; and

**WHEREAS**, the City has determined that it is in its best interest to accept the recommendation of the evaluation committee and thereafter begin negotiations with Borrelli + Partners, and if unsuccessful, to negotiate with the second ranked firm.

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

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

**SECTION 2. Acceptance of Rankings and Authorization to Negotiate.**

A. The rankings of the evaluation committee as set forth below are hereby accepted:

1. Borrelli + Partners
2. Bentley Architects & Engineers, Inc.
3. CPH, Inc.

B. The City Manager and City Attorney are hereby authorized to negotiate an agreement with Borrelli + Partners, and if unsuccessful, to negotiate with Bentley Architects & Engineers, Inc.

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

**SECTION 4. Savings Clause.** All prior actions of the City pertaining to RFQ #22-GS-003, A&E Design Services for Resource and Recreation Center, 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 the City Attorney, may be corrected.

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

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

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

**PASSED AND ADOPTED this \_\_\_\_ day of 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



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

---

**DATE:** June 21, 2022

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Request Approval of the Agreement Between the City of Mount Dora and Round Lake Charter, Inc., Related to Before/After Care

---

**Introduction:**

This is a 3-year agreement between the City of Mount Dora and Round Lake Charter School that allows the City to continue operating a Before and After School program out of the Round Lake facility.

**Discussion:**

The City began operating the Before and After School program during the 2017-2018 school year. The program has been successful, with an average of 60-80 students in the Before Care program and 190-220 in the After Care program.

This agreement will extend the partnership for 3 more years. The agreement guarantees the City a home base in the cafeteria, a couple of classrooms, the breezeway, and the playground/fields.

**Budget Impact:**

This agreement has rental fees that come out of the recreation budget. The City pays Round Lake \$150.00 for each week of facility use, as well as \$.75 for each snack provided to the participants.

To cover the increasing cost of staff wages, the weekly After Care fee was increased slightly from \$40 to \$45 and the weekly Before Care fee was increased from \$18 to \$20. The revenue for this program is in the recreation budget.

**Strategic Impact:**

The After School program at Round Lake provides safe and effective childcare for families in the Mount Dora community. It is important that the City continues to partner with local organizations to provide programs and services that retain current families and attract new

residents to Mount Dora. After school care encourages healthy behaviors by offering nutritious snacks and physical activity, and academic success through daily help with homework. Most importantly, children are kept safe during high-risk hours of the day.

**Recommendation:**

Council approve the Round Lake Charter School Agreement for Before/After Care.

**Attachment(s):**

1. Agreement After School Program with City Of Mount Dora

|              |                                            |                            |
|--------------|--------------------------------------------|----------------------------|
| Prepared by: | Amy Jewell, Leisure Services Director      |                            |
| Reviewed by: | Amy Jewell, Leisure Services Director      | Approved - 6/7/2022        |
|              | Troy Shonk, Leisure Services Administrator | Approved - 6/7/2022        |
|              | Rita Meade, Deputy Finance Director        | Approved - 6/8/2022        |
|              | Sherry Sutphen, City Attorney              | Approved - 6/13/2022       |
|              | Jessica Burnham, City Clerk                | Approved - 6/13/2022       |
|              | Jeanann Hand, Deputy City Clerk            | Approved - 6/13/2022       |
|              | Patrick Comiskey, City Manager             | Final Approval - 6/14/2022 |

## **AGREEMENT**

(After School Program)

**THIS AGREEMENT** is made by and between the City of Mount Dora, a municipal corporation organized under the laws of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 (CITY) and Round Lake Charter Inc., a Florida not for profit corporation, 31333 Round Lake Road, Mount Dora, Florida, 32757 (ROUND LAKE).

### **WITNESSETH:**

**WHEREAS**, the CITY provides a before and after school care program for school-aged children; and

**WHEREAS**, ROUND LAKE has agreed to provide the facilities for the CITY to operate its program;

**WHEREAS**, the CITY and ROUND LAKE have determined that it is in their mutual best interests and the best interest of the residents of Mount Dora to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual terms, understandings, conditions and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **Section 1. Recitals.**

The above recitals are true and correct and incorporated in this Agreement by reference.

#### **Section 2. Scope of Services.**

ROUND LAKE will provide the CITY with use and access to its cafeteria, designated classrooms, office in the cafeteria, outdoor fields, outdoor covered courtyard, basketball courts, playground and designated restrooms (hereinafter Facilities) for the CITY to host and operate its before and after school program as set forth in the Scope of Services attached hereto as Exhibit "A". In the event ROUND LAKE needs to use any portion of the Facilities during the CITY's before and after school program and provide the CITY with alternate space, ROUND LAKE agrees to provide the CITY with no less than seventy-two (72) hours, notice prior to the change and agrees to provide such alternate space that is like in conditions, including air conditioning and room to accommodate at least 250 participants. ROUND LAKE agrees to ensure that unauthorized individuals will not be permitted in the Facilities during the CITY's use. This Agreement is intended to establish guidelines for the before and after school program located on school property; therefore, ROUND LAKE will be considered the responsible party for purposes of operation of the program.

**Section 3. Compensation.**

A. The CITY shall compensate ROUND LAKE in the amount of One Hundred Fifty Dollars (\$150.00) for each week of facility use as set forth in the Scope of Services. In addition, the CITY shall compensate ROUND LAKE in the amount of seventy-five cents (\$.75 for each snack provided by ROUND LAKE to the participants of the CITY's before and after school program.

B. ROUND LAKE will issue an invoice to the CITY, by email as from time to time designated by the CITY, at the end of each month in the amount due for Facility use, snacks and tutors from the preceding month and the CITY shall remit payment on such invoice in accordance with Florida's Prompt Payment Act.

**Section 4. Maintenance.** ROUND LAKE shall be responsible for maintaining the Facilities in a safe, secure and operable condition at all times. During its times of use as set forth in the Scope of Services attached hereto, the CITY shall keep the Premises in a neat and clean condition, free of debris and spills. The CITY shall also clean the designated restroom facilities after each use and ensure that the area immediately surrounding such restroom facilities is free of trash and debris, and all outside areas where they have students.(Includes the fields and walkways.) The CITY will notify ROUND LAKE of any known hazardous or dangerous conditions on the Premises and take all precautions necessary to avoid injury to its participants from a known hazardous or dangerous condition; however, the CITY shall have no responsibility to repair or replace any damaged or deteriorated condition of the Facilities unless the damage or deteriorated condition is a direct result of the CITY's misuse of the Facilities.

**Section 5. Personnel.** Neither party will be required to assume any liability for direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, workers' compensation funds, vacation or compensatory time, sick leave benefits, or any other amenities or employment to any personnel of the other party performing any services, duties and responsibilities pursuant to this Agreement.

**Section 6. Insurance.** Each party shall maintain their own General Liability and other types of insurance coverage in amounts as deemed appropriate by the entity.

**Section 7. Sovereign Immunity.** Nothing contained in this Agreement will in any way waive the sovereign immunity that ROUND LAKE and the CITY presently enjoy under the Constitution and Statutes of the State of Florida, particularly with respect to Florida Statutes, Chapter 768. Each party shall be responsible for the acts, omissions or conduct of its own employees.

**Section 8. Terms and Termination.**

A. Agreement shall become effective upon execution by the last party, as indicated by the date stated under each party's signature and shall remain in effect for a period of three (3) years unless sooner terminated by either party in accordance herewith or unless extended in the best interest of the parties.



B. Either party may terminate this Agreement by providing written notice to the other party at least sixty (60) days in advance of termination.

**Section 9. Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, 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 and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

**Section 10. Modifications.** Unless otherwise specified in this Agreement, no modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties, with the same formality and of equal dignity with this Agreement.

**Section 11. Assignment.** This Agreement may not be subcontracted or assigned without the prior written consent of the parties.

**Section 12. Notices.** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

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

With copy to:  
City Attorney  
Bell & Roper, P.A.  
2707 E. Jefferson Street  
Orlando, Florida 32803

**ROUND LAKE:**  
Principal  
31333 Round Lake Road  
Mount Dora, Florida 32757

With copy to:  
Shawn Arnold, Esquire BCS  
The Arnold Law Firm, LLC  
6279 Dupont Station Circle  
Jacksonville, Florida 32217

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each authorized signature:

**ROUND LAKE**

  
\_\_\_\_\_  
Linda Bartberger, Principal

This 16<sup>th</sup> day of May, 2022

**CITY**

\_\_\_\_\_  
Crissy Stile, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

ATTEST:

\_\_\_\_\_  
Jessica Burnham, City Clerk

Approved for form and legal sufficiency as to  
the City of Mount Dora:

\_\_\_\_\_  
Sherry Sutphen, City Attorney

## **EXHIBIT "A"**

### **Scope of Services**

ROUND LAKE will provide use of the Facility to the CITY for operation of its before and after school care program (hereafter the Program). The Program will accommodate up to 250 VPK-8 students. The CITY will hire, insure and carry workers compensation coverage for those individuals responsible for operation of the Program. The CITY will handle registration and collection of revenue for the Program. The CITY will provide its own materials for the Program. Each year of the Term of this Agreement, the Program schedule shall follow the annual school calendar.

On days when school is in session, the CITY shall have full use of and access to the facility from 6:30 a.m. to 8 a.m., Monday through Friday; from 3:00 p.m. to 6 p.m., Monday, Tuesday, Thursday and Friday; and 2 p.m. to 6 p.m., on Wednesday. On most teacher work-days, the CITY shall have full use of and access to the Facility from 7 a.m. to 6 p.m.; however, in the event that ROUND LAKE has a training session scheduled on a teacher work-day, the CITY will be given advance notice of at least 2 weeks so that the CITY is able to make other arrangements for its Program.

Prior to the start of each new Program year, but in no event prior to the release of the annual public-school calendar for Lake County, the CITY will revise the Schedule of use and provide the same to ROUND LAKE. If ROUND LAKE has any conflicts with the Schedule, it will notify the CITY of the same. If ROUND LAKE does not provide the CITY with notice of any conflicts within thirty (30) days of its receipt of the Schedule of use, the Schedule will be deemed approved by ROUND LAKE

All notices required, or which may be given under this Agreement, will be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company. The effective date of such notices will be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company. The parties may designate other individuals or addresses to which notice will be sent by notifying, in writing, the other party in a manner designated for the filing of notice under this Agreement.

**Section 13. Entire Agreement.** This document embodies the entire Agreement between the parties. It may not be modified or terminated except as provided in this Agreement.

**Section 14. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.

**Section 15. Compliance.** The CITY and ROUND LAKE must at all times comply with all applicable federal, state and local laws, rules and regulations.

**Section 16. Jurisdiction and Venue.** This Agreement is made under, and in all respects will be interpreted, construed and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida.

**Section 17. Fund Availability.** Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY and ROUND LAKE. In the sole discretion of the CITY and ROUND LAKE, each reserves the right to forego funding the services contemplated herein.

*(Remainder of page intentionally left blank –*

*Signatures on following page)*



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

---

**DATE:** June 21, 2022

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Request Approval of the Agreement between the City of Mount Dora and Round Lake Charter, Inc., Related to Summer Camp

---

**Introduction:**

This is a request for City Council to approve Round Lake Charter School Agreement for Summer Camp.

**Discussion:**

This is a 1-year agreement between the City of Mount Dora and Round Lake Charter School that allows the City to continue operating a Summer program out of the Round Lake facility.

The City moved its Summer program to Round Lake Charter School in 2018. The program has had significant growth over the past couple of summers. This location has allowed our program to grow beyond the numbers that would have been possible at the Community Building or Donnelly Park. This agreement will extend the partnership for one more year, allowing us to properly plan the size and types of camps we want to offer moving forward.

**Budget Impact:**

The City pays Round Lake \$450.00 for each week of facility use, totaling \$4,950.00 for 11 weeks of camp. The camp fee for one week of summer camp ranges from \$105 to \$185. The weekly camp fee will increase to \$110 to \$195. Summer Camp serves 190-210 children per week.

The revenue and expenses for this program are in the recreation budget.

**Strategic Impact:**

As the need for Summer Camp grows, the City seeks to encourage and manage value-added growth in a responsible manner and to provide high-quality, sustainable services.

**Recommendation:**

Council approve Round Lake Charter School Agreement for Summer Camp.

**Attachment(s):**

1. Agreement Summer Camp with City Of Mount Dora

|              |                                            |                            |
|--------------|--------------------------------------------|----------------------------|
| Prepared by: | Amy Jewell, Leisure Services Director      |                            |
| Reviewed by: | Amy Jewell, Leisure Services Director      | Approved - 6/7/2022        |
|              | Troy Shonk, Leisure Services Administrator | Approved - 6/7/2022        |
|              | Rita Meade, Deputy Finance Director        | Approved - 6/8/2022        |
|              | Sherry Sutphen, City Attorney              | Approved - 6/13/2022       |
|              | Jessica Burnham, City Clerk                | Approved - 6/13/2022       |
|              | Jeanann Hand, Deputy City Clerk            | Approved - 6/13/2022       |
|              | Patrick Comiskey, City Manager             | Final Approval - 6/14/2022 |

**AGREEMENT**  
*(Summer Camp)*

**THIS AGREEMENT** is made by and between the City of Mount Dora, a municipal corporation organized under the laws of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 (CITY) and Round Lake Charter Inc., a Florida not for profit corporation, 31333 Round Lake Road, Mount Dora, Florida, 32757 (ROUND LAKE).

**WITNESSETH:**

**WHEREAS**, the CITY provides a summer camp program for school-aged children; and

**WHEREAS**, ROUND LAKE has agreed to provide the facilities for the CITY to operate its program;

**WHEREAS**, the CITY and ROUND LAKE have determined that it is in their mutual best interests and the best interest of the residents of Mount Dora to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual terms, understandings, conditions and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and incorporated in this Agreement by reference.

**Section 2. Scope of Services.** ROUND LAKE will provide the CITY with use and access to its cafeteria, designated classrooms, office in the cafeteria, outdoor fields, outdoor covered courtyard, basketball courts, playground and designated restrooms (hereinafter Facilities) for the CITY to host and operate its summer program as set forth in the Scope of Services attached hereto as **Exhibit "A"**. In the event ROUND LAKE needs to use any portion of the Facilities during the CITY's summer camp program and provide the CITY with alternate space, ROUND LAKE agrees to provide the CITY with no less than seventy-two (72) hours, notice prior to the change and agrees to provide such alternate space that is like in conditions and room to accommodate at least 200 participants. ROUND LAKE agrees to ensure that unauthorized individuals will not be permitted in the Facilities during the CITY's use.

**Section 3. Compensation.**

A. The CITY shall compensate ROUND LAKE in the amount of Four Hundred Fifty Dollars (\$450.00) for each week of Facility use as set forth in the Scope of Services.

B. ROUND LAKE will issue an invoice to the CITY, by email as from time to time designated by the CITY, at the end of each month in the amount due for facility use from the preceding month and the CITY shall remit payment on such invoice in accordance with Florida's Prompt Payment Act.

C. In the event the CITY is able to provide ROUND LAKE with use of any CITY service, facility or equipment, the CITY may receive a credit for the cost of such service, facility or equipment on the next monthly invoice generated in accordance herewith.

**Section 4. Maintenance.** ROUND LAKE shall be responsible for maintaining the Facilities in a safe, secure and operable condition at all times. During its times of use as set forth in the Scope of Services attached hereto, the CITY shall keep the Premises in a neat and clean condition, free of debris and spills. The CITY shall also clean the designated restroom facilities after each use and ensure that the area immediately surrounding such restroom facilities is free of trash and debris. Including all areas utilized by the CITY. Our fields and walkways have trash everyday from this program. The CITY will notify ROUND LAKE of any known hazardous or dangerous conditions on the Facilities and take all precautions necessary to avoid injury to its participants from a known hazardous or dangerous condition; however, the CITY shall have no responsibility to repair or replace any damaged or deteriorated condition on the Facilities unless the damage or deteriorated condition is a direct result of the City's misuse of the premises.

**Section 5. Personnel.** Neither party will be required to assume any liability for direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, workers' compensation funds, vacation or compensatory time, sick leave benefits, or any other amenities or employment to any personnel of the other party performing any services, duties and responsibilities pursuant to this Agreement.

**Section 6. Insurance.** Each party shall maintain their own General Liability and other types of insurance coverage in amounts as deemed appropriate by the entity.

**Section 7. Sovereign Immunity.** Nothing contained in this Agreement will in any way waive the sovereign immunity that ROUND LAKE and the CITY presently enjoy under the Constitution and Statutes of the State of Florida, particularly with respect to Florida Statutes, Chapter 768. Each party shall be responsible for the acts, omissions or conduct of its own employees.

**Section 8. Terms and Termination.**

A. Agreement shall become effective upon execution by the last party, as indicated by the date stated under each party's signature and shall remain in effect for a period of one (1) year.

B. Either party may terminate this Agreement by providing written notice to the other party at least sixty (60) days in advance of termination.

**Section 9. Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, 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 and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.



**Section 10. Modifications.** Unless otherwise specified in this Agreement, no modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties, with the same formality and of equal dignity with this Agreement.

**Section 11. Assignment.** This Agreement may not be subcontracted or assigned without the prior written consent of the parties.

**Section 12. Notices.** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

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

With copy to:  
City Attorney  
Roper, P.A.  
2707 E. Jefferson Street  
Orlando, Florida 32803

**ROUND LAKE:**  
Principal  
31333 Round Lake Road  
Mount Dora, Florida 32757

With copy to:  
Shawn Arnold, Esquire BCS  
The Arnold Law Firm, LLC  
6279 Dupont Station Circle  
Jacksonville, Florida 32217

All notices required, or which may be given under this Agreement, will be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company. The effective date of such notices will be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company. The parties may designate other individuals or addresses to which notice will be sent by notifying, in writing, the other party in a manner designated for the filing of notice under this Agreement.

**Section 13. Entire Agreement.** This document embodies the entire Agreement between the parties. It may not be modified or terminated except as provided in this Agreement.

**Section 14. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.

**Section 15. Compliance.** The CITY and ROUND LAKE must at all times comply with all applicable federal, state and local laws, rules and regulations.

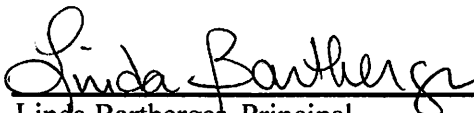
**Section 16. Jurisdiction and Venue.** This Agreement is made under, and in all respects will be interpreted, construed and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida.

**Section 17. Fund Availability.** Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY and ROUND LAKE. In the sole discretion of the CITY and ROUND LAKE, each reserves the right to forego funding the services contemplated herein.

*(Remainder of page intentionally left blank –  
Signatures on following page)*

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each authorized signature:

**ROUND LAKE**

  
\_\_\_\_\_  
Linda Bartberger, Principal

This 16<sup>th</sup> day of May, 2022

**CITY**

\_\_\_\_\_  
Crissy Stile, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

ATTEST:

\_\_\_\_\_  
Jessica Burnham, City Clerk

Approved for form and legal sufficiency as to  
the City of Mount Dora:

\_\_\_\_\_  
Sherry Sutphen, City Attorney

**EXHIBIT "A"**  
**Scope of Services**

ROUND LAKE will provide use of the Facility to the CITY for operation of summer program (hereafter the Program). The Program will accommodate up to 200 participants. The CITY will hire, insure and carry workers compensation coverage for those individuals responsible for operation of the Program. The CITY will handle registration and collection of revenue for the Program and set the cost of the Program. The CITY will provide its own materials for the Program.

The Facility will be available for operation of the Program beginning on June 6, 2022, and end on July 29, 2022.

The CITY shall have full use of and access to the Facility from 6:30 a.m. to 7 p.m., Monday through Friday.



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

---

**DATE:** June 21, 2022

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Request Approval of the Agreement between the City of Mount Dora and Round Lake Charter, Inc., Related to Transportation

---

**Introduction:**

This is a request for City Council to approve the Round Lake Charter School Agreement for Transportation.

**Discussion:**

This is a 3-year agreement between the City of Mount Dora and Round Lake Charter School that allows the City to utilize Round Lake's buses during our Summer program.

The City moved its Summer program to Round Lake Charter in 2018. The program has had significant growth over the past couple of summers, and our camps have outgrown our 15-passenger van. School buses have become our main form of transportation to take kids to field trips, the library, the pool, and other local locations. Since the City does not own a bus, this agreement (along with the current Orange County Public Schools Agreement) is imperative to ensure that we have adequate transportation.

**Budget Impact:**

This agreement has transportation fees that come out of the recreation budget. The City pays Round Lake \$4.25/mile for each mile of use and reimburses Round Lake at a rate of \$19.00 per hour for bus drivers.

**Strategic Impact:**

As the need for Summer Camp grows, the City seeks to encourage and manage value-added growth in a responsible manner and to provide high-quality, sustainable services.

**Recommendation:**

Council approve Round Lake Charter School Agreement for Transportation.

**Attachment(s):**

1. Agreement School Bus with City Of Mount Dora

|              |                                            |                            |
|--------------|--------------------------------------------|----------------------------|
| Prepared by: | Amy Jewell, Leisure Services Director      |                            |
| Reviewed by: | Amy Jewell, Leisure Services Director      | Approved - 6/7/2022        |
|              | Troy Shonk, Leisure Services Administrator | Approved - 6/7/2022        |
|              | Rita Meade, Deputy Finance Director        | Approved - 6/9/2022        |
|              | Sherry Sutphen, City Attorney              | Approved - 6/13/2022       |
|              | Jessica Burnham, City Clerk                | Approved - 6/13/2022       |
|              | Jeanann Hand, Deputy City Clerk            | Approved - 6/13/2022       |
|              | Patrick Comiskey, City Manager             | Final Approval - 6/14/2022 |

## **AGREEMENT**

### **(School Bus)**

**THIS AGREEMENT** is made by and between the City of Mount Dora, a municipal corporation organized under the laws of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 (CITY) and Round Lake Charter, Inc., a Florida not for profit corporation, 31333 Round Lake Road, Mount Dora, Florida, 32757 (ROUND LAKE).

### **WITNESSETH:**

**WHEREAS**, the CITY provides spring break and summer camp programs for school-aged children which from time to time include field trips for which the CITY needs transportation assistance; and

**WHEREAS**, ROUND LAKE owns and maintains a school bus;

**WHEREAS**, the CITY and ROUND LAKE have determined that it is in their mutual best interests and the best interest of the residents of Mount Dora to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual terms, understandings, conditions and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and incorporated in this Agreement by reference.

**Section 2. Scope of Services.** The CITY shall have use of ROUND LAKE school buses as set forth in the Scope of Services attached hereto as **Exhibit "A"**.

**Section 3. Compensation.** The CITY shall compensate ROUND LAKE in the amount of four dollars and 25/100 (\$4.25) a mile for each mile of use. Before each use, the parties, through a designated representative, shall collectively record the current mileage on the bus. After each use, the parties, through a designated representative, shall collectively record the new mileage.

The CITY shall reimburse ROUND LAKE at a rate of \$19.00 per hour for bus drivers driving for CITY Events, as set forth in the Scope of Services attached hereto.

ROUND LAKE will issue an invoice to the CITY at the end of each calendar week as set forth in the Scope of Services attached hereto annually which reflects the agreed number of miles used and the number of hours the bus driver is utilized. ROUND LAKE shall submit the invoice by email as from time to time designated by the CITY and the CITY shall remit payment on such invoice in accordance with Florida's Prompt Payment Act.

**Section 4. Maintenance.** ROUND LAKE shall be responsible for regular and special maintenance, fuel, insurance and for providing any and all other goods or services related to the ownership of a bus used for transporting individuals.

**Section 5. Personnel.** Other than the hourly wages to be paid by the CITY as set forth above, neither party will be required to assume any liability for direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, workers' compensation funds, vacation or compensatory time, sick leave benefits, or any other amenities or employment to any personnel of the other party performing the services, duties and responsibilities pursuant to this Agreement. ROUND LAKE shall specifically ensure that the appropriate workers compensation coverage is in place for all

bus drivers being utilized for CITY Events and that all such bus drivers have the appropriate licensing and certifications.

**Section 6. Insurance.** Each party shall maintain their own General Liability and automobile coverage in an amount as deemed appropriate by the entity. The automobile coverage policy must include, at a minimum, liability coverage, comprehensive coverage, collision coverage, bodily injury coverage, property damage coverage and uninsured motorist coverage. The CITY's automobile policy shall also name ROUND LAKE as a certificate holder.

**Section 7. Sovereign Immunity.** Nothing contained in this Agreement will in any way waive the sovereign immunity that ROUND LAKE and the CITY presently enjoy under the Constitution and Statutes of the State of Florida, particularly with respect to Florida Statutes, Chapter 768. Each party shall be responsible for the acts, omissions or conduct of its own employees.

**Section 8. Term and Termination.**

A. This Agreement shall become effective upon execution by the last party, as indicated by the date stated under each party's signature and shall remain in effect for a period of three (3) years unless sooner terminated by either party in accordance herewith or unless extended in the best interest of the parties.

B. Either party may terminate this Agreement by providing written notice to the other party at least ninety (90) days prior to the start of an Event as set forth in the Scope of Services attached hereto and/or as updated annually.

**Section 9. Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, 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 and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

**Section 10. Modifications.** Unless otherwise specified in this Agreement, no modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties, with the same formality and of equal dignity with this Agreement.

**Section 11. Assignment.** This Agreement may not be subcontracted or assigned without the prior written consent of the parties.

**Section 12. Notices.** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

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



With copy to:  
City Attorney  
Roper, P.A.  
2707 E. Jefferson Street  
Orlando, Florida 32803

ROUND LAKE:  
Principal  
31333 Round Lake Road  
Mount Dora, Florida 32757

With copy to:  
Shawn Arnold, Esquire BCS  
The Arnold Law Firm, LLC  
6279 Dupont Station Circle  
Jacksonville, Florida 32217

All notices required, or which may be given under this Agreement, will be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company. The effective date of such notices will be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company. The parties may designate other individuals or addresses to which notice will be sent by notifying, in writing, the other party in a manner designated for the filing of notice under this Agreement.

**Section 13. Entire Agreement.** This document embodies the entire Agreement between the parties. It may not be modified or terminated except as provided in this Agreement.

**Section 14. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.

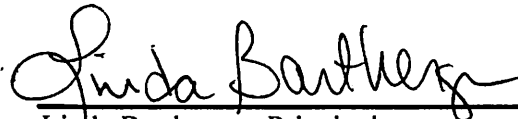
**Section 15. Compliance.** The CITY and ROUND LAKE must at all times comply with all applicable federal, state and local laws, rules and regulations.

**Section 16. Jurisdiction and Venue.** This Agreement is made under, and in all respects will be interpreted, construed and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida.

**Section 17. Fund Availability.** Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY and ROUND LAKE. In the sole discretion of the CITY and ROUND LAKE, each reserves the right to forego funding the services contemplated herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each authorized signature:

**ROUND LAKE**

  
\_\_\_\_\_  
Linda Bartberger, Principal

This 16<sup>th</sup> day of May, 2022

**CITY**

\_\_\_\_\_  
Crissy Stile, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

ATTEST:

\_\_\_\_\_  
Jessica Burnham, City Clerk

Approved for form and legal sufficiency as to  
the City of Mount Dora:

\_\_\_\_\_  
Sherry Sutphen, City Attorney

## **EXHIBIT "A"**

### **Scope of Services**

ROUND LAKE will allow the CITY to utilize the buses owned by ROUND LAKE and will provide licensed drivers during the CITY's use in order to transport participants to and from the various activities as part of the CITY's Spring break and Summer camp programs. The CITY shall have full use of an assigned bus and licensed driver for Summer camp from May 31, 2022 through August 5, 2022 and during Spring break from March 13, 2023 through March 17, 2022.

Prior to the start of each new program year, but in no event prior to the release of the annual public-school calendar for Lake County, the CITY will revise the Schedule of use and provide the same to ROUND LAKE. If ROUND LAKE has any conflicts with the Schedule, it will notify the CITY of the same. If ROUND LAKE does not provide the CITY with notice of any conflicts within thirty (30) days of its receipt of the Schedule of use, the Schedule will be deemed approved by ROUND LAKE.



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

---

**DATE:** June 21, 2022

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Request Approval of the Amended and Restated Parking Agreement between the City of Mount Dora Florida, the City of Mount Dora Community Redevelopment Agency (CRA), and The First United Methodist Church, Inc.

---

**Introduction:**

This is a request for City Council to approve the Amended and Restated Parking Agreement between the City of Mount Dora Florida, the City of Mount Dora Community Redevelopment Agency (CRA), and the First United Methodist Church, Inc.

**Discussion:**

This amended and restated shared parking agreement with the First United Methodist Church, Inc. for the parking lot located on the south side of 5th Avenue between Tremain Street and Grandview Street has been an important part of the downtown parking solutions. This agreement will extend this shared parking relationship for 10 additional years. The original agreement commenced in March 2004, with an amendment in 2006 (Attachment #1). This parking area is 1.37 acres and accommodates 120 parking spaces (includes four handicapped spaces and four posted church visitor designated spaces) with multiple ingress/egress access points off 5th Avenue. City Hall employees utilize parking during normal working hours and the parking lot is free to the public with the exception for church use. In addition, the Mount Dora Trolley has two vintage Trolley Buses that are located in the rear of the parking lot.

The CRA is committed to micro-surfacing and restriping of the parking asphalt once every five (5) years, and maintenance of the landscaping beds and lights in the parking lot on a routine basis as deemed necessary and appropriate at the discretion of the City and the CRA.

The Church shall be able to charge for parking during special events throughout the term of this agreement.

**Budget Impact:**

None at this time

**Strategic Impact:**

Goal 1 Economic Development

**Recommendation:**

City Council to approve the Amended and Restated Parking Agreement between the City of Mount Dora Florida, the City of Mount Dora Community Redevelopment Agency (CRA), and the First United Methodist Church, Inc.

**Attachment(s):**

1. Attachment 1: 2004 & 2006 Parking Agreement (informational)
2. 1st United Methodist Church 2022.sgs.signed

Prepared by: Faith Gibbs, Administrative Coordinator

|              |                                                      |                            |
|--------------|------------------------------------------------------|----------------------------|
| Reviewed by: | Adam Sumner, CRA Administrator                       | Approved - 6/7/2022        |
|              | Vince Sandersfeld, Planning and Development Director | Approved - 6/7/2022        |
|              | Rita Meade, Deputy Finance Director                  | Approved - 6/7/2022        |
|              | Sherry Sutphen, City Attorney                        | Approved - 6/13/2022       |
|              | Jessica Burnham, City Clerk                          | Approved - 6/13/2022       |
|              | Jeanann Hand, Deputy City Clerk                      | Approved - 6/13/2022       |
|              | Patrick Comiskey, City Manager                       | Final Approval - 6/14/2022 |

AGREEMENT

THIS AGREEMENT is entered into as of the 19<sup>th</sup> day of MARCH, 2004 between THE CITY OF MOUNT DORA, FLORIDA, a Florida municipal corporation, (the "City"), and THE FIRST UNITED METHODIST CHURCH OF MOUNT DORA, INC., the owner of the real property which is subject of this Agreement (the "Owner").

The terms and conditions of this Agreement shall run with the real property as such is described in Exhibit "A".

BACKGROUND

Owner is the current record owner of that certain real property located in Lake County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property"). Owner uses the property as a paved parking lot. City desires to use the property for public parking so long as such parking does not interfere with use by Owner.

Owner and City are entering into this Agreement to set forth the terms and conditions under which Owner will allow City to use the Property for public parking. The obligations set forth and provided for in this Agreement shall not be personal to the Owner, but shall run with the land.

PRIOR AGREEMENTS

This Agreement represents the full and complete agreement and understanding between the parties regarding the Property. All prior written or oral agreements regarding the Property between the parties, or their predecessors in interest, including but not limited to any agreements by which City would make payments to Owner for the temporary use of the Property, are hereby declared to be null and void.

In consideration of the foregoing and of the parties' respective rights and obligations set forth herein, Owner and City agree as follows:

**PROPERTY USE**

1. The Property shall be used as a paved parking lot.
2. Owner shall be allowed exclusive use of the Property, or any portion thereof that Owner so designates, as follows:
  - a. each Sunday from 8:00 a.m. to 1:00 p.m;
  - b. during the Craft Fair and the Art Festival; and,
  - c. during special church functions including, but not limited to, weddings, funerals, conferences, concerts and the like.
3. The Property shall be open to the general public at all other times.
4. Paragraphs 2 and 3 above shall be subject to any other agreed upon schedule for parking during special events approved by City. In the absence of a contrary agreement pursuant to this paragraph 4, paragraphs 2 and 3 shall control.
5. Owner shall not charge for parking at any time, except during special events during which Owner has exclusive use of the property.
6. City shall improve the property by microsurfacing the parking lot, restriping the parking lot, reconstructing retaining walls, installing landscape beds, installing irrigation, installing lighting, and installing landscaping in accordance with the site plan attached hereto as Exhibit "B". Such improvements shall be commenced no later than July 31, 2004 and completed no later than October 31, 2004. City shall be responsible for maintaining the property and the improvements installed hereunder during the term of this agreement, including making such necessary repairs as

may be required as a result of City's use of the property for public parking.

7. City may designate and depict the property as a public parking lot on maps, flyers and other informational material produced by City. Provided, however, the public's use of the property shall be subject to the provisions of this agreement and City shall not place or construct nor allow the placement or construction of any signs designating the property as a public parking lot.

### **GENERAL PROVISIONS**

8. **Incorporation of Exhibits.** All Exhibits attached to this Agreement are incorporated herein by reference. Notwithstanding, should the terms of any Exhibit conflict with or be inconsistent with any term of this Agreement, the terms of this Agreement shall govern.

9. **Waiver.** No waiver or any provision hereof shall be effective unless executed in writing by the party alleged to have made the waiver. No waiver of a provision hereof shall constitute a continuing waiver unless designated as such. A party's forbearance to enforce any available rights or to exercise any available remedy, or to insist upon strict compliance herewith, shall not be deemed a waiver or forfeiture of such rights, remedies or strict compliance. Such forbearance shall not estop that party from exercising all available rights and remedies, or from requiring strict compliance in the future.

10. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

11. **Cumulative Remedies.** Remedies provided to the parties by this Agreement, by law and by any instrument or document executed pursuant to this Agreement, are cumulative. No remedy shall be exclusive of any other remedies allowed to the parties by this Agreement, in equity,



by law, by any instrument or document executed pursuant hereto, or by any other source. A party's exercise of any particular remedy shall not preclude that party from exercising one or more additional or alternative remedies.

**12. Recording.** This Agreement shall be recorded by City in the Public Records of Lake County, Florida, and shall constitute a covenant running with the title to the Property.

**13. Assignability.** Owner may assign this Agreement or any of Owner's rights hereunder to subsequent transferees of the Property or portions thereof.

**14. Attorney's Fees.** If it becomes necessary for either party to take action, including legal action, to enforce this Agreement, then the nonprevailing party in such action shall pay the reasonable costs and attorney's fees, including reasonable costs and attorney's fees of appellate proceedings, incurred by the prevailing party in such action.

**15. Persons Bound.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest or assigns.

**16. Captions.** The captions to the provisions of this Agreement are for convenience and reference only, and are not intended to limit, explain, augment, or otherwise affect the substance or scope of the provisions, nor to imply the parties' intent.

**17. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Lake County, Florida.

**18. Construction.** Whenever the context permits or requires, the use of the singular in this Agreement shall include the plural, and the plural shall include the singular. Any reference herein to one gender shall likewise apply to the other gender and the neuter; and any reference herein to the neuter shall refer likewise to one or both genders. Any reference herein to a person shall

include trusts, partnerships, corporations, and any other entity as appropriate.

19. **Force Majeure.** If the performance required of either party under this Agreement is, without fault of that party, delayed by act of God, civil commotion, federal, state or judicial actions, strikes, lock-outs, labor disputes, the conduct of any person not a party hereto, or any other cause without fault to and beyond the control of the obligated party (financial inability excepted), then that party shall be excused from such performance for the period of the occurrence causing the delay, but shall promptly remedy any such condition.

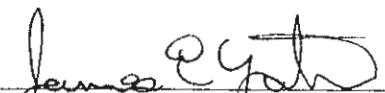
20. **Effective Date.** The effective date of this Agreement shall be the last date of execution of the signatures required hereunder.

21. **Amendments.** Any amendment to this Agreement is not effective unless the amendment is in writing and signed by all parties.

22. **Term.** This Agreement shall be for a period of twenty (20) years. The term of this Agreement may be extended by agreement of the parties.

23. **Indemnification.** Each party hereto, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees, agents or assigns, to hold harmless, defend, and indemnify the other participating parties and their employees, agents and assigns, subject to provisions of Section 768.28, Florida Statutes, where applicable. Provided, however, the indemnifying party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

City of Mount Dora

By:   
James E. Yatsuk, Mayor

Attest: Bernice Brinson  
Bernice Brinson, City Clerk

Date: March 26, 2004

**First United Methodist Church**

Paula J. Aden  
By: \_\_\_\_\_  
Its Trustee President

Attest: Lance Owens  
By: \_\_\_\_\_  
Its Trustee Vice Pres.

Date: March 19, 2004



AMENDMENT TO AGREEMENT

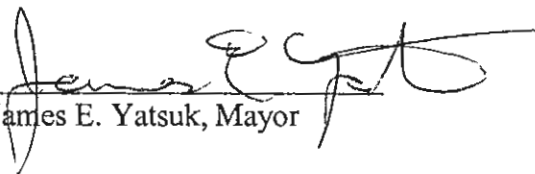
THIS AMENDMENT to that certain agreement between THE CITY OF MOUNT DORA, FLORIDA, a Florida municipal corporation, (the "City"), and THE FIRST UNITED METHODIST CHURCH OF MOUNT DORA, INC., the owner of the real property which is subject of this Agreement (the "Owner") dated March 19, 2004 (the "Agreement"), is entered into as of the 12 day of September, 2006.

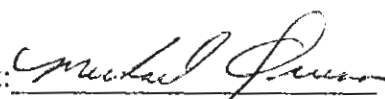
Pursuant to Section 21 of the Agreement, the City and the Owner may amend the agreement if such amendment is in writing and signed by both parties.

In consideration of the foregoing and of the parties' respective rights and obligations set forth in the Agreement, Section 7 of the Agreement is hereby amended to read as follows:

7. City may designate and depict the property as a public parking lot on maps, flyers and other informational material produced by City. Provided, however, the public's use of the property shall be subject to the provisions of this agreement, and City shall not be allowed to place or construct nor allow the placement or construction of any signs a sign designating the property as a public parking lot. Such sign must have a removable locking cover bag to be used when the property is being used exclusively by Owner pursuant to Section 2 hereof.

City of Mount Dora

By:   
James E. Yatsuk, Mayor

Attest:   
Michael Quinn, City Clerk

Date: 9-12-06

**First United Methodist Church**

By: [Signature]  
Its Trustee President

Attest:  
By: [Signature]  
Its Trustee Vice Pres.  
Date: 9-12-06

## **AMENDED AND RESTATED PARKING AGREEMENT**

**THIS PARKING AGREEMENT** is made by and between the and the City of Mount Dora Florida, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, and the City of Mount Dora Community Redevelopment Agency (CRA), 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter collectively referred to as CITY and The First United Methodist Church of Mount Dora, Inc., 440 E 6<sup>th</sup> Avenue, Mount Dora, Florida 32757, hereinafter referred to as OWNER, as evidenced by the signatures affixed below.

### **WITNESSETH:**

**WHEREAS**, on March 16, 2004, the parties entered into an Agreement related to the CITY's use of OWNER's property for public parking purposes, and said Agreement was amended by the parties on September 12, 2006; and

**WHEREAS**, the parties have determined that it is in their best interest to update their arrangement and enter into this Amended and Restated Parking Agreement (hereinafter referred to as "Agreement").

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

**1.     PREMISES.**

The OWNER and the CITY agree that the CITY shall be permitted to utilize the asphalt parking area generally located on the South side of East 5<sup>th</sup> Avenue across from the First United Methodist Church of Mount Dora, as depicted in **Exhibit "A"** attached hereto and identified by the Lake County Property Appraiser through Alternate Key 1472784 and Alternate Key 1476046 (hereinafter referred to as "Parking Area"), for the purposes set forth herein.

**2.     TERM.**

The term of this Agreement shall be from the date of execution by the CITY for Ten (10) years, with an option to extend through mutual written agreement of the parties.

**3.     CONSIDERATION.**

In consideration of the City's use of the Parking Area as set forth herein, the CITY shall cause the micro-surfacing and restriping of the asphalt in the Parking Area once every five (5) years, and maintenance of the landscaping beds and lights in the Parking Area on a routine basis as deemed necessary and appropriate at the discretion of the CITY.

**4. USE OF PREMISES.**

The Parking Area shall be open to the general public during all times, except the following times wherein the Parking Area shall be exclusively used of the OWNER, as it deems appropriate in its sole discretion:

- a. every Sunday from 8:00 a.m. to 1:00 p.m.;
- b. during festivals and special events in the downtown area; and,
- c. during special church functions including, but not limited to, weddings, funerals, conferences, concerts, church fundraising events and the like.

**5. PARKING FEES.**

A. At times when the Parking Area is open to the general public, as set forth herein, there shall be no fee associated with parking.

B. At times when the Parking Area is under the exclusive use and control of the OWNER, the OWNER may charge for parking and use of the Parking Area in any manner which it deems appropriate in its sole discretion.

**6. SIGNAGE.**

The CITY shall provide and maintain signage indicating that the Parking Area is open for public parking. The CITY shall also provide and replace as necessary removable, locking sign covers to place over the public parking signs when the Parking Area is under the exclusive use and control of the OWNER.

**7. TERMINATION.**

Either party may terminate this Agreement, with or without cause, given ninety (90) days written notice to the other party.

**8. NOTICE.**

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

*City:*  
City Manager  
510 N. Baker Street  
Mount Dora, Florida 32757

*First United Methodist Church of Mount Dora*  
440 E 6<sup>th</sup> Avenue  
Mount Dora, Florida 32757

**9. ENTIRE AGREEMENT.**

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



**10. MODIFICATION.**

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

**11. SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable it shall have no effect on any other provision of this Lease Agreement.

**12. WAIVER.**

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

**13. APPLICABLE LAW, VENUE, JURY TRIAL.**

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

**14. ASSIGNMENT.**

This Agreement shall only be assignable upon the express written consent of the OWNER. The CITY understands and agrees that the OWNER may assign its interest herein, and that in the event of such assignment, all of the CITY'S obligations under this 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 Agreement effective the \_\_\_\_ day of \_\_\_\_\_ 2022.

CITY OF MOUNT DORA

\_\_\_\_\_  
Crissy Stile, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Burnham, City Clerk

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

\_\_\_\_\_  
Sherry G. Sutphen, City Attorney

CITY OF MOUNT DORA  
COMMUNITY REDEVELOPMENT AGENCY

\_\_\_\_\_  
Crissy Stile, Chairperson

ATTEST:

\_\_\_\_\_  
Jessica Burnham, City Clerk

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

\_\_\_\_\_  
Sherry G. Sutphen, City Attorney

THE FIRST UNITED METHODIST CHURCH OF  
MOUNT DORA, INC.

By: Martha Roberts

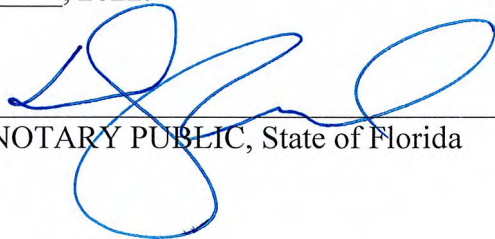
Print: MARTHA ROBERTS

Title: Chair - Trustee

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [ ] online notarization of MARTHA ROBERTS, as Trustee, of The First United Methodist Church of Mount Dora, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Owner, and who is personally known to me or who produced DL as identification, and who did/did not take an oath this 25 day of MAY, 2022.

(stamp)

  
NOTARY PUBLIC, State of Florida



**DYLAN REED**  
Notary Public  
State of Florida  
Comm# HH210351  
Expires 12/21/2025



# PARKING AREA

## Legend

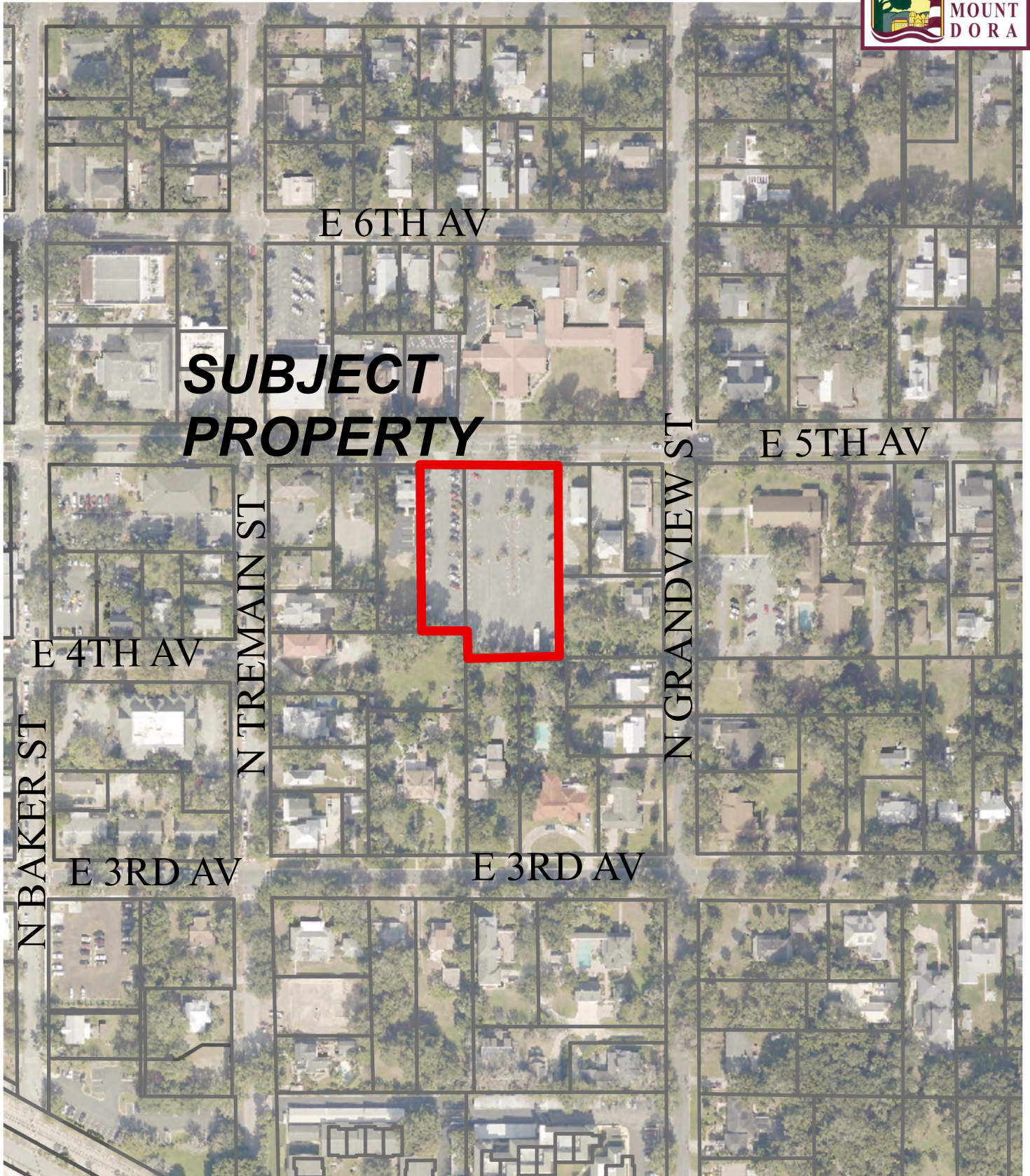
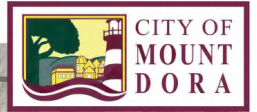


Subject Property

N



N.T.S.







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

---

**DATE:** June 21, 2022

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Request Adoption of Resolution No. 2022-40, Reimposition of Fire Services Special Assessment

---

**Introduction:**

This is a request for City Council to approve Resolution No. 2022-40, Fire Services Special Assessment for Fiscal Year 2022-2023.

**Discussion:**

City of Mount Dora Ordinance No. 2015-08 authorizes the imposition of a Fire Services Assessment for fire protection services, facilities and programs against Assessed Property within the City. Each year, it is necessary for City Council to pass an Initial Assessment Resolution establishing the maximum assessment rate. This Resolution, 2022-40, is the Initial Assessment Resolution for the current year.

The Fire Services Assessment Rate per residential dwelling unit is \$219, which represents 61% of the maximum allowed by ordinance. Commercial Rates are based on square footage of the facility. This resolution, if approved by City Council, will set the maximum rates for residential and commercial properties for the coming year. At the last City Council meeting in September, the final rates for the coming year will be established. Fire Services may include operating functions, salaries of the firefighters and officers, capital programs and projects.

**Budget Impact:**

The Fire Assessment Fee will allow the City to address public safety needs of the City while creating a more diversified method of funding fire protection services.

**Strategic Impact:**

City Council Strategic Goal 2: Infrastructure / Public Safety

**Recommendation:**

City Council to approve Resolution No. 2022-40.

**Attachment(s):**

1. Resolution 2022-40 Preliminary Re-Imposition of Fire Assessment FY22-23.SGS

Prepared by: Aneta Barton, Budget Officer

Reviewed by: Rich Loewer, Deputy Fire Chief  
Rita Meade, Deputy Finance Director  
Sherry Sutphen, City Attorney  
Jessica Burnham, City Clerk  
Jeanann Hand, Deputy City Clerk  
Patrick Comiskey, City Manager

Approved - 6/8/2022

Approved - 6/8/2022

Approved - 6/14/2022

Approved - 6/14/2022

Approved - 6/14/2022

Final Approval - 6/14/2022

## **RESOLUTION NO. 2022-40**

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE RE-IMPOSITION OF THE FIRE SERVICES SPECIAL ASSESSMENT AND ESTABLISHMENT OF PRELIMINARY ASSESSMENT FOR FISCAL YEAR 2021-22; PROVIDING FOR AUTHORITY; PROVIDING A PURPOSE AND DEFINITIONS; PROVIDING FOR THE DELIVERY OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE SERVICES SPECIAL ASSESSMENTS; PROVIDING A LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING FOR COST APPORTIONMENT METHODOLOGY; PROVIDING FOR PARCEL APPORTIONMENT METHODOLOGY; PROVIDING A DETERMINATION OF FIRE SERVICES ASSESSED COSTS AND THE ESTABLISHMENT OF ANNUAL FIRE SERVICES SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021-22; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING FOR AUTHORIZATION OF PUBLIC HEARING; PROVIDING FOR NOTICE BY PUBLICATION; PROVIDING FOR NOTICE BY MAIL; PROVIDING A METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mount Dora, Florida enacted Ordinance No. 2015-08, which was codified into Chapter 78, Part VI and VII of the City of Mount Dora Code of Ordinances (hereafter referred to as the "City Code" or "Ordinance"), which authorizes the annual imposition of Fire Services Assessments for fire protection services, facilities and programs against Assessed Property within the City; and

**WHEREAS**, on May 15, 2018, the City adopted Resolution 2018-57 (the "Amended and Restated Initial Assessment Resolution") and on September 13, 2018 the City adopted Resolution 2018-141 (the "Amended and Restated Final Assessment Resolution"); and

**WHEREAS**, for fiscal year 2020-21, the Fire Services Assessment was adopted through preliminary assessment Resolution 2021-73 on July 6, 2021, and final assessment Resolution 2021-89, on September 7, 2021; and

**WHEREAS**, the imposition of a Fire Services Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property; and

**WHEREAS**, the City desires to re-impose Fire Services Assessments for the funding of fire protection services, facilities, or programs providing special benefits to Assessed Property within the City; and

**WHEREAS**, in order to impose Fire Protection Assessments for the Fiscal Year beginning October 1, 2022, the Ordinance requires the City Council to adopt a Preliminary Assessment Resolution, commencing the process of updating the assessment roll, and re-imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2022; and

**WHEREAS**, this Preliminary Assessment Resolution contains and references a brief and general description of the fire protection services, facilities and programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance.

**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 findings are hereby adopted.

**SECTION 2.**        Authority. This Resolution is adopted pursuant to the provisions of the City Code, the Amended and Restated Initial Assessment Resolution 2018-57, the Amended and Restated Final Assessment Resolution 2018-141, Florida Statutes, Section 197.3632, and other applicable provisions of Florida law.

**SECTION 3.**        Purpose and Definitions.  
A.        This Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the re-imposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2022.

B.        All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

**SECTION 4.**        Delivery and Funding of Fire Protection Services.  
A.        Upon the imposition of a Fire Services Assessment for fire protection services, facilities or programs against Assessed Property located within the geographic area of the City, the City shall provide such fire protection services, facilities or programs to such Assessed Property. All or a portion of the cost to provide such fire protection services, facilities or programs shall be funded from proceeds of the Fire Services Assessments. The remaining cost, if any, required to provide fire protection services, facilities and programs shall be funded by available City revenues other than Fire Services Assessment proceeds.



B. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the geographic area of the City will be benefited by the City's provision of fire protection services, facilities and programs in an amount not less than the Fire Services Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

**SECTION 5.** Imposition and Computation of Fire Services Special Assessments. Fire Services Special Assessments shall be imposed within the City until discontinued or changed. Fire Services Special Assessments shall be computed in a manner set forth in this Preliminary Rate Assessment Resolution.

**SECTION 6.** Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Amended and Restated Initial Assessment Resolution and the Amended and Restated Final Assessment Resolution are affirmed and incorporated herein by reference.

**SECTION 7.** Cost Apportionment Methodology. The Cost Apportionment embodied in the Amended and Restated Initial Assessment Resolution is hereby affirmed and incorporated herein by reference.

**SECTION 8.** Parcel Apportionment Methodology. The Parcel Apportionment embodied in the Amended and Restated Initial Assessment Resolution is hereby affirmed and incorporated herein by reference. It is hereby determined that the Parcel Apportionment methodology described and determined in the Amended and Restated Initial Assessment Resolution is to be applied in the calculation of the estimated Fire Services Assessment rates established in Section 9 of this Preliminary Rate Resolution.

**SECTION 9.** Determination of Fire Services Assessed Costs; Establishment of Annual Fire Services Special Assessments for Fiscal Year 2022-23.

A. The Fire Services Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year beginning October 1, 2022, is \$2,126,532

B. The estimated Fire Services Special Assessment to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Services Assessed Cost for the Fiscal Year beginning October 1, 2022, is hereby established as follows for the purpose of this Preliminary Rate Resolution:

**Preliminary Fire Services Special Assessment Rates**

| <b>Residential Property Use Category</b>       | <b>Rate Per Dwelling</b>    |
|------------------------------------------------|-----------------------------|
| Residential                                    | \$219.00                    |
| <b>Non-Residential Property Use Categories</b> | <b>Rate Per Square Foot</b> |
| Commercial                                     | \$0.16                      |
| Industrial/Warehouse                           | \$0.03                      |
| Industrial                                     | \$0.42                      |

The Estimated Gross Revenue for Fiscal Year 2022-23 is \$2,126,532; estimated exempt buy-down is \$148,857; Estimated Net Revenue, therefore, is \$1,977,675.

- i. No Fire Services Assessment shall be imposed upon a parcel of Government Property or upon Buildings located upon parcels of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law; however, Government Property that is owned by federal mortgage entities such as VA and HUD shall not be exempt from Fire Services Assessment.
- ii. Any shortfall in the expected Fire Services Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the City Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Services Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Council is improper or otherwise adversely affects the validity of the Fire Services Assessment imposed, the sole remedy shall be the imposition of a Fire Services Assessment upon each affected Tax Parcel in the amount of the Fire Services Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Council.
- iii. The approval of the Estimated Fire Services Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Services Assessed Costs. The remainder of such Fiscal Year budget for fire services, facilities, and programs shall be funded from available City revenue other than Fire Services Assessment proceeds.
- iv. The estimated Fire Services Assessments specified in the Estimated Fire Services Assessment Rate Schedule are hereby established to fund the specified Fire Services Assessed Costs determined to be assessed for the Fiscal Year 2022-2023. No portion of such Fire Services Assessed Costs are attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Services Assessed Costs are attributable to the Emergency Medical Services Cost.

- v. The estimated Fire Services Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2022 as provided in Section 10 of this Preliminary Rate Resolution.

**SECTION 10.**        Assessment Roll.

A. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2022, in the manner provided in the City Code. The Assessment Roll shall include all Assessed Property. The City Manager shall apportion the estimated Fire Services Assessed Cost to be recovered through the Fire Services Assessments in the manner set forth in this Preliminary Rate Resolution.

B. A copy of the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, this Preliminary Rate Resolution, documents related to the estimated amount of the Fire Services Assessed Cost to be recovered through the imposition of Fire Services Assessments, and the preliminary Assessment Roll shall be maintained on file in the Office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Services Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

C. It is hereby ascertained, determined, and declared that the method for determining the Fire Services Assessments for fire protection services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Services Assessed Cost among parcels of Assessed Property within the City.

**SECTION 11.**        Authorization of Public Hearing. There is hereby established a public hearing to be held at 6:00 p.m. on Tuesday, September 6, 2022, at the City of Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida, at which time the City will receive and consider any comments on the Fire Services Assessment from the public and affected property owners and consider imposing the Fire Services Assessments for the Fiscal Year commencing October 1, 2022, collecting such assessments imposed on Assessed Property within the City on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

**SECTION 12.**        Notice by Publication. The City Manager shall publish notice of the public hearing authorized by Section 11 hereof in the manner and time provided in Section 78.980 of the City Code of Ordinance. The notice shall be published no later than August 16, 2022, in substantially the form attached hereto as **Exhibit "A"**.

**SECTION 13.**        Notice by Mail. The City Manager or designee shall also provide notice by first class mail to the owner of each Assessed Property, as required by Section 78.981 of the Code. Such notice shall be in substantially the form attached hereto as **Exhibit "B"**. The notices shall be mailed no later than August 16, 2022. If the City determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Florida Statutes, Section 200.069, also fulfills the requirements of this section, then the separate mailing requirement will be deemed

to be fulfilled by the TRIM notice.

**SECTION 14.**        Method of Collection. It is hereby declared that the Fire Services Assessments re-imposed on Assessed Property in the City shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2022.

**SECTION 15.**        Application of Assessment Proceeds. Proceeds derived by the City from the Fire Services Assessments will be utilized for the provision of fire protection services, facilities and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities and programs.

**SECTION 16.**        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 17.**        Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 18.**        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 19.**        Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 21<sup>st</sup> day of June 2022.**

---

**CRISSY STILE, MAYOR**  
**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

**Exhibit “A”**  
(To be published no later than August 16, 2022)

**NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR  
COLLECTION OF FIRE SERVICES SPECIAL ASSESSMENTS**

Notice is hereby given that the City Council of the City of Mount Dora, will conduct a public hearing to consider imposing fire services special assessments for the provision of fire protection services within the City for the Fiscal Year beginning October 1, 2022.

The hearing will be held at 6:00 p.m., or as soon thereafter as possible, on Tuesday, September 6, 2022, in the Council Chambers at the City of Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida, for the purpose of receiving public comment on the proposed assessments. 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.

All affected property owners have a right to appear at the hearing and to file written objections with the City within twenty (20) days of this notice. If a person decides to appeal any decision made by the City with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the City Clerk no later than seven (7) days 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.

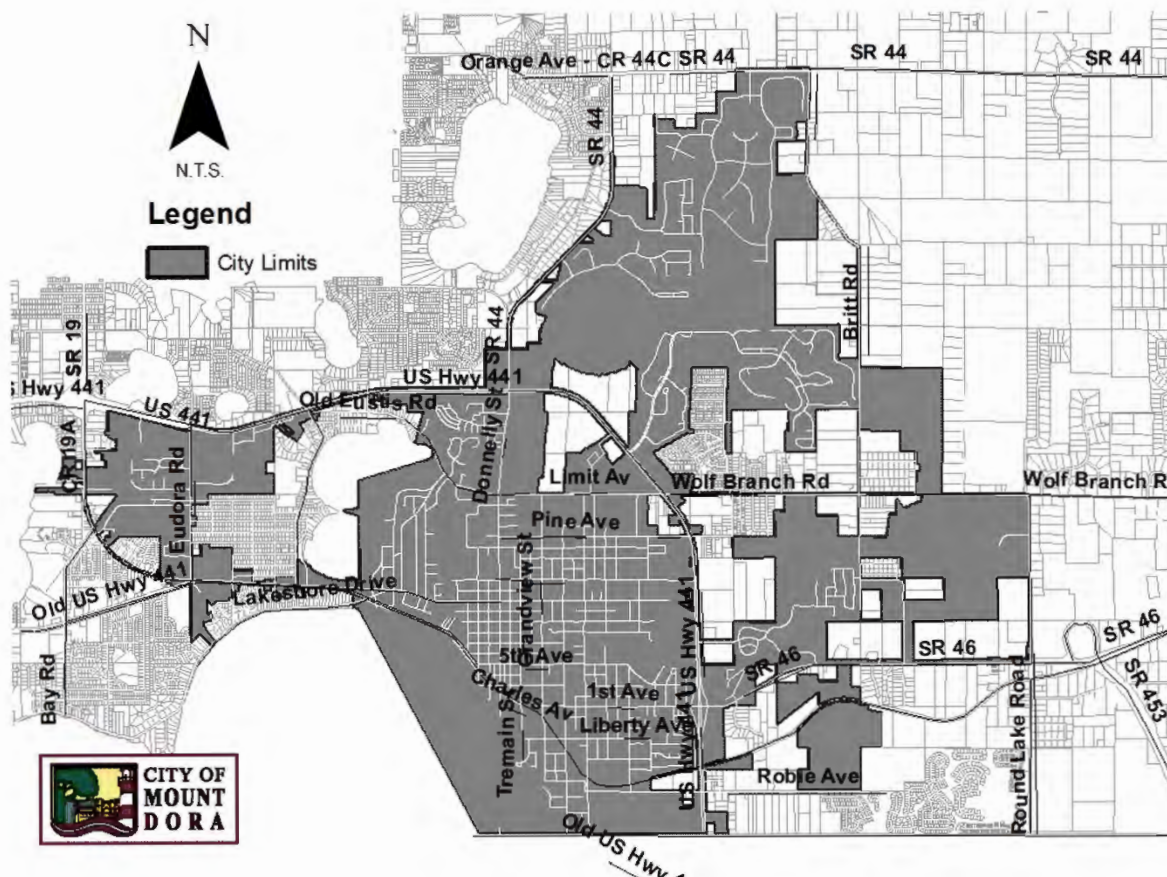
The assessments for each parcel of property will be based upon each parcel's Property Use classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire services assessment schedule being considered by City Council for the Fiscal Year beginning October 1, 2022:

| <b>Residential    Property    Use</b><br><b>Category</b> | <b>Rate Per Dwelling</b>    |
|----------------------------------------------------------|-----------------------------|
| Residential                                              | \$219.00                    |
| <b>Non-Residential Property Use</b><br><b>Categories</b> | <b>Rate Per Square Foot</b> |
| Commercial                                               | \$0.16                      |
| Industrial/Warehouse                                     | \$0.03                      |
| Institutional                                            | \$0.42                      |

Copies of the Fire Services Special Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, the Preliminary Rate Resolution initiating and imposing the fire services assessment, the preliminary assessment roll, and other documentation related to the proposed Fire Services Special Assessment are available for inspection at the City Manager's office located at City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The Fire Services Special Assessment will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by Florida Statutes, section 197.3632. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions regarding your Fire Services Special Assessment, please contact the City at (352) 735-7185 between 8:00 a.m. and 5:00 p.m., Monday through Friday.



**EXHIBIT "B"**  
(To be mailed no later than August 16, 2022)

City of Mount Dora  
510 North Baker Street  
P.O. Box 176  
Mount Dora, Florida 32757

CITY OF MOUNT DORA, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE  
FOR COLLECTION OF FIRE PROTECTION  
SERVICES NON-AD VALOREM ASSESSMENTS

NOTICE DATE: August 16, 2022

«OwnerName»  
«OwnerAdd1»  
«City» <State>  
<Zip>

Tax Parcel ID#: «PIO»  
Sequence Number: «SeqPrefix»«SeqNum»  
Legal: <LegalDesc>

**\*\*\*\*\*NOTICE TO PROPERTY OWNER\*\*\*\*\***

As required by Florida Statutes, Section 197.3632, and as directed by the City of Mount Dora (City) pursuant to City of Mount Dora Code of Ordinances, Chapter 78, Part VII, notice is hereby given that the City will consider adopting a special assessment which may be levied on your property for fire protection services, facilities and programs using the tax bill collection method. The total fire assessment revenue to be collected for the fire protection services special assessments for Fiscal Year 2022-2023, within the City, is estimated to be \$2,126,532. However, this amount only represents a portion of the City's fire services budget. The assessment is based on the classification of each parcel of assessed property and number of billing units contained within the specified Property Use Categories. The above-listed parcel has the following units:

| <u>Category</u> | <u>Type and Number of Billing Units</u> | <u>Fiscal Year 22-23 Assessment</u> |
|-----------------|-----------------------------------------|-------------------------------------|
| [Category]      | [ParcelUnit][UnitDesc]                  | [Charge]                            |
| [Category]      | [ParcelUnit][UnitDesc]                  | [Charge]                            |
| [Category]      | [ParcelUnit][UnitDesc]                  | [Charge]                            |
|                 | <b>Total Assessment</b>                 | <b>\$(Sum)</b>                      |

The maximum annual fire protection services assessment that can be charged without further notice for Fiscal Year 2022-23 and for future fiscal years for the above parcel is \$219.00.

A hearing will be held at 5:30 p.m., or as soon thereafter as possible, on Tuesday, September 6, 2021, in the Council Chambers at the City of Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida, for the purpose of receiving public comment on the proposed assessments.

You and all other affected property owners have the right to appear at the hearing and to file written objections with the City within twenty (20) days of this notice. If you decide to appeal any decision

made by the City with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the City Clerk no later than seven (7) days 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.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days after the date of City action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Fire Services Special Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, the Preliminary Rate Resolution initiating and imposing the fire protection services assessment, the preliminary assessment roll, and other documentation related to the proposed Fire Protection Services Special Assessment are available for inspection at the City Manager's office located at City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Both the fire protection services non-ad valorem assessment amounts shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2022. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your Fire Services Special Assessment, please contact the City at (352) 735-7179 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

**\*\*\*\*\*THIS IS NOT A BILL\*\*\*\*\***





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

---

**DATE:** June 21, 2022

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Request Approval of the Emergency Purchase of Water Meters for Utility Inventory from Ferguson Waterworks, Inc.

---

**Introduction:**

This is a request for City Council to approve the emergency purchase of water meters for utility inventory from Ferguson Waterworks, Inc.

**Discussion:**

The Water Utilities Division of the City of Mount Dora installs water meters on residential and commercial properties. To provide consistency and reliability, the City established standardization of its water meters by exclusively purchasing Neptune meters. The sole authorized Neptune Distributor in the State of Florida is Ferguson Waterworks, Inc. (Attachment #1).

Due to the current economic environment, long lead times, and an impending 13% price increase effective July 1, 2022, and in accordance with Sections 3.4-1.G., 3.4-1.H, and 3.4-1.I. of the City of Mount Dora Purchasing Policy, the City Manager has determined it to be in the best interest of the health, safety and welfare of the public to effect the emergency purchase of water meters for utility inventory (Attachment #2). Initiating the purchase prior to July 1, 2022 will result in a cost savings of approximately \$30,440, while ensuring the City maintains its water meter inventory to replace broken or non-functioning meters for existing customers and to provide meters for new construction.

**Budget Impact:**

There is no immediate budget impact with regard to this purchase because water meters are placed in inventory and expensed as they are put into service. Water meters for new service/new construction are billed as a pass-through fee within the permitting process. Water meters to replace damaged or non-functional meters for existing customers are expensed from the appropriate Utility Repair and Maintenance account.

The estimated cost to purchase the water meters is \$385,120. Funding is available in the Water/Wastewater Enterprise Fund to purchase the meters.

**Strategic Impact:**

Strategic Goal 2: Infrastructure/Public Safety

Objective 2.4: Sustain City Infrastructure

**Recommendation:**

City Council approve the emergency purchase of water meters for utility inventory from Ferguson Waterworks, Inc.

**Attachment(s):**

1. Attachment #1 Mount Dora - Sole Source Neptune 2022
2. Attachment #2 Ferguson Invoice

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Chris Gaw, Utilities Engineer  
Aneta Barton, Budget Officer  
Sherry Sutphen, City Attorney  
Jessica Burnham, City Clerk  
Jeanann Hand, Deputy City Clerk  
Patrick Comiskey, City Manager

Approved - 6/17/2022

Approved - 6/17/2022

Approved - 6/17/2022

Approved - 6/17/2022

Approved - 6/17/2022

Final Approval - 6/17/2022



June 15, 2022

Mr. Matthew Dodson  
City of Mount Dora  
900 North Highland St.  
Mount Dora, Fl. 32757

Mr. Dodson,

Please note that Ferguson Waterworks, Inc., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

*Terry D. Gullett*

Terry D. Gullett  
Senior Territory Manager  
Neptune Technology Group, Inc.



## ATTACHMENT #2

PROPOSAL #82492

Ferguson WW #3648 dba Sunstate Meter  
PO Box 100286  
Atlanta GA 30384  
Phone: 352 332-7106

| ACCOUNT NO. | SALESMAN NO. |
|-------------|--------------|
| 100224      | 1            |

|                            |                                                                                                             |
|----------------------------|-------------------------------------------------------------------------------------------------------------|
| B<br>I<br>L<br>L<br>T<br>O | CITY OF MOUNT DORA<br>ATTN:ACCOUNTS PAYABLE<br>510 N. BAKER ST.<br>MOUNT DORA, FL 32757<br><br>352 735-7155 |
|----------------------------|-------------------------------------------------------------------------------------------------------------|

|                            |                                                                              |
|----------------------------|------------------------------------------------------------------------------|
| S<br>H<br>I<br>P<br>T<br>O | CITY OF MOUNT DORA<br>PUBLIC WORKS<br>1501 ROBIE AVE<br>MOUNT DORA, FL 32757 |
|----------------------------|------------------------------------------------------------------------------|

| USER                                 |                 | ORDER DATE | CUSTOMER P.O. NO.                                                                                             | SALES ORDER NO. | SHIPPING INSTRUCTIONS                      |
|--------------------------------------|-----------------|------------|---------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------|
| JEFF                                 |                 | 06/15/22   |                                                                                                               | 82492           | Truck Allow                                |
| 1                                    | Quantity<br>400 | UM<br>EA   | Part# / Description<br>ED2B31RWG3<br>5/8X3/4 T10 USG R9I XXXX<br>R900i V4 PIT GALLON METER<br>W/PL BTM<br>S/N |                 | Price<br>\$205.00<br>Amount<br>\$82,000.00 |
| 2                                    | 104             | EA         | ED2F21RWG3<br>1" T10 USG R9I XXXX<br>R900i V4 PIT GALLON METER<br>W/BRZ BTM<br>S/N                            |                 | \$320.00<br>\$33,280.00                    |
| 3                                    | 400             | EA         | ED2F21RWG3S334<br>1" T10 USG R9I XXXX R<br>R900i V4 PIT GALLON RECLAIMED<br>METER, W/BRZ BTM<br>S/N           |                 | \$320.00<br>\$128,000.00                   |
| 4                                    | 25              | EA         | EU2I2G1<br>2" M10 USG R9I XXXX SEM MACH<br>10 R900I GAL ULTRASONIC METER<br>MALE THREADS 15.25"LL<br>S/N      |                 | \$900.00<br>\$22,500.00                    |
| 5                                    | 300             | EA         | RW2G13<br>REG-E-CODER_R900i GAL 5/8 T-10<br>PIT                                                               |                 | \$180.00<br>\$54,000.00                    |
| 6                                    | 240             | EA         | RW2G33<br>REG-E-CODER_R900i GAL 1 T-10 P<br>IT                                                                |                 | \$180.00<br>\$43,200.00                    |
| 7                                    | 123             | EA         | RW2G33S334<br>1" T10 R900i V4 PIT GALLON<br>"RECLAIMED" REGISTER                                              |                 | \$180.00<br>\$22,140.00                    |
| 8                                    |                 |            | Delivery: 4-20 Weeks ARO                                                                                      |                 |                                            |
| 9                                    |                 |            |                                                                                                               |                 |                                            |
| REMIT PAYMENT TO:                    |                 |            | TERMS: Net 30 days                                                                                            |                 | SALE AMOUNT                                |
| Ferguson WW #3648 dba Sunstate Meter |                 |            |                                                                                                               |                 | DISCOUNT                                   |
| PO Box 100286                        |                 |            |                                                                                                               |                 | TAX                                        |
| Atlanta GA 30384                     |                 |            |                                                                                                               |                 | FREIGHT                                    |
|                                      |                 |            |                                                                                                               |                 | SUBTOTAL                                   |
|                                      |                 |            |                                                                                                               |                 | DEPOSIT                                    |
|                                      |                 |            |                                                                                                               |                 | TOTAL DUE                                  |
| ALL FUNDS PAYABLE IN U.S. DOLLARS    |                 |            |                                                                                                               |                 |                                            |

# FERGUSON

## WATERWORKS

Ferguson WW #3648 dba Sunstate Meter  
PO Box 100286  
Atlanta GA 30384  
Phone: 352 332-7106

**PROPOSAL #82492**

| ACCOUNT NO. | SALESMAN NO. |
|-------------|--------------|
| 100224      | 1            |

|                            |                              |
|----------------------------|------------------------------|
| B<br>I<br>L<br>L<br>T<br>O | <b>CITY OF MOUNT DORA</b>    |
|                            | <b>ATTN:ACCOUNTS PAYABLE</b> |
|                            | <b>510 N. BAKER ST.</b>      |
|                            | <b>MOUNT DORA, FL 32757</b>  |
|                            | <b>352 735-7155</b>          |

|                            |                             |
|----------------------------|-----------------------------|
| S<br>H<br>I<br>P<br>T<br>O | <b>CITY OF MOUNT DORA</b>   |
|                            | <b>PUBLIC WORKS</b>         |
|                            | <b>1501 ROBIE AVE</b>       |
|                            | <b>MOUNT DORA, FL 32757</b> |

| USER                                 |          | ORDER DATE | CUSTOMER P.O. NO.                                 | SALES ORDER NO. | SHIPPING INSTRUCTIONS |              |
|--------------------------------------|----------|------------|---------------------------------------------------|-----------------|-----------------------|--------------|
| JEFF                                 |          | 06/15/22   |                                                   | 82492           | Truck Allow           |              |
| 10                                   | Quantity | UM         | Part# /Description                                |                 | Price                 | Amount       |
| 11                                   |          |            | Pricing Firm Until 6/30/22                        |                 |                       |              |
| 12                                   |          |            | Purchase order must be received prior to 6/30/22. |                 |                       |              |
| REMIT PAYMENT TO: TERMS: Net 30 days |          |            |                                                   |                 | SALE AMOUNT           | \$385,120.00 |
| Ferguson WW #3648 dba Sunstate Meter |          |            |                                                   |                 | DISCOUNT              | \$0.00       |
| PO Box 100286                        |          |            |                                                   |                 | TAX                   | \$0.00       |
| Atlanta GA 30384                     |          |            |                                                   |                 | FREIGHT               | \$0.00       |
|                                      |          |            |                                                   |                 | SUBTOTAL              | \$385,120.00 |
|                                      |          |            |                                                   |                 | DEPOSIT               | \$0.00       |
|                                      |          |            |                                                   |                 | TOTAL DUE             | \$385,120.00 |

ALL FUNDS PAYABLE IN U.S. DOLLARS

ALL FUNDS PAYABLE IN U.S. DOLLARS



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

---

**DATE:** June 21, 2022

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Request Approval of the Final 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 the final reading of Ordinance No. 2022-39.

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*). Final legal advertisements for the adoption hearing are included in Attachment #2. 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 City Council at their regularly scheduled meeting held on June 7, 2022, recommended approval of the First Reading of Ordinance No. 2022-39 and hold hearing for the Second Reading and Final adoption.

- 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 Final Reading and Adoption of Ordinance No. 2022-39.

**Attachment(s):**

1. Attachment 1 Annexation Summary Report(ADA)
2. Attachment 2 Legal Ad Publications (ADA)
3. Ordinance No 2022-39 Lake Co Water Authority(2nd Reading).SGS
4. Exhibit A Property Depiction Map

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 - 6/13/2022  
Approved - 6/13/2022  
Approved - 6/13/2022  
Final Approval - 6/14/2022



**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](mailto: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               |
|                        | <b>TOTAL</b> | <b>153.79 Acres</b> |

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 1<sup>st</sup> Reading: June 7, 2022

City Council 2<sup>nd</sup> 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](mailto: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  

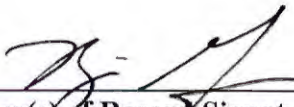
Lake County Water Authority formerly known as the Oklawaha Basin Recreation  
and Water Conservation and Control Authority (see Chapter 2000-492 Laws of Florida)

 Company's Name: \_\_\_\_\_  
 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

## 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>  |
|         | <b>153.79</b> |





N.T.S.

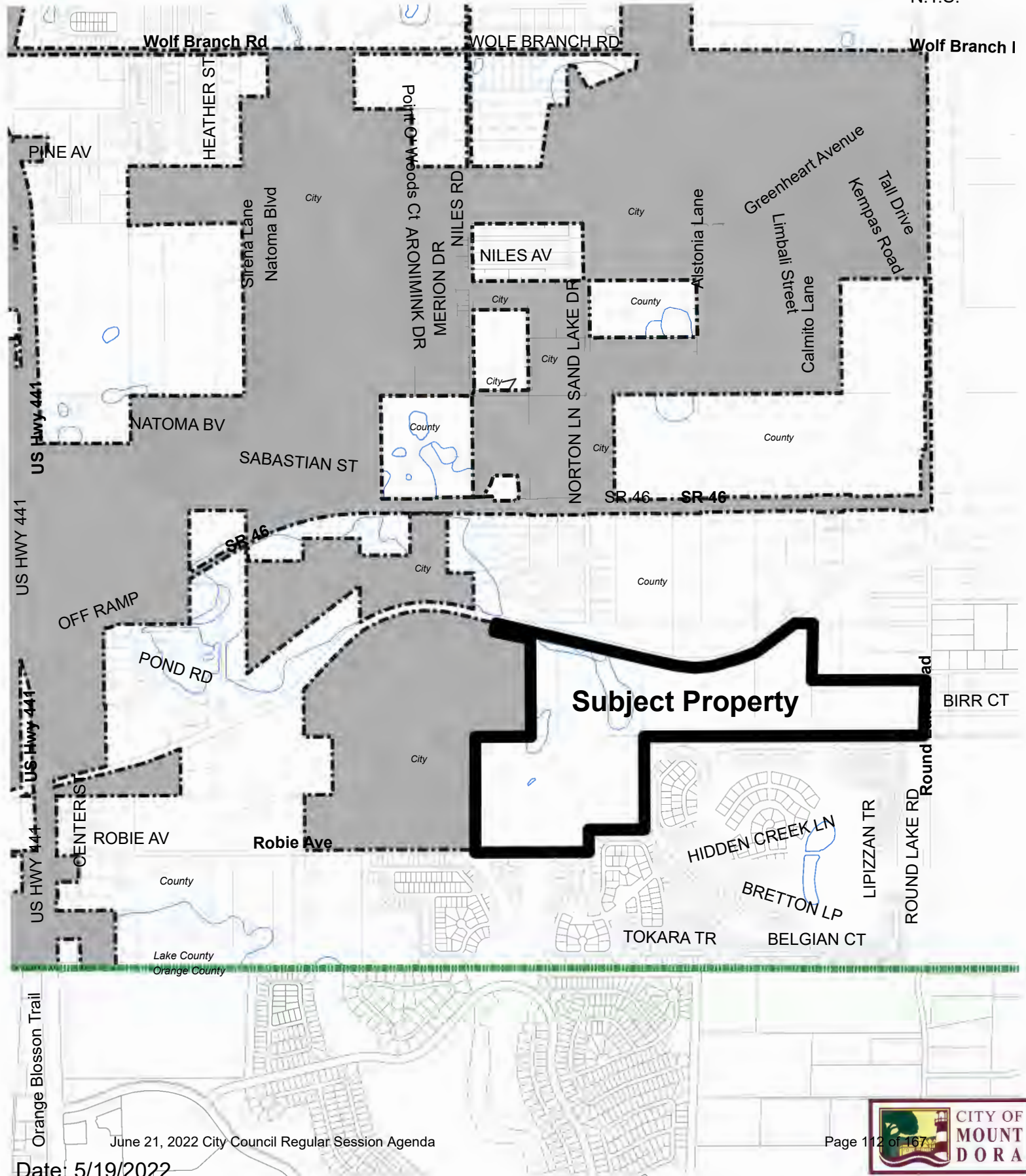
# Legend



City Limits

JPA

# VICINITY MAP





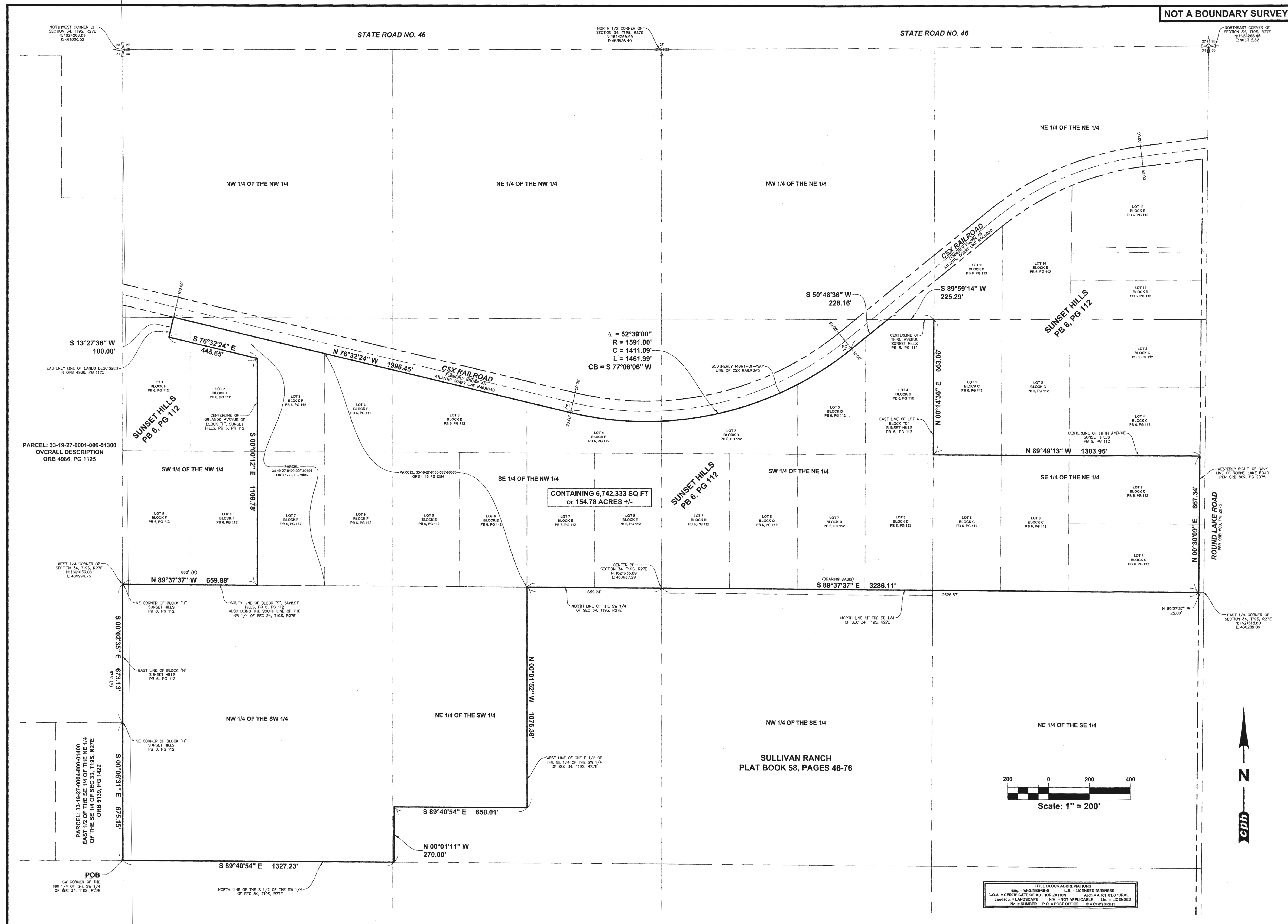


Lake County Water Authority Property for Wolf Branch Sink Preserve  
Key Map of Tracts Owned by Lake County Water Authority







[illegible]



[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 (enclosed 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):

Grantee(s) S.S. #[s]: **92 16348**

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REC 9.00 RECEIVED FOR  
TF 1.50 EXCISE TAXES  
DOC 60 JAMES C. WATKINS  
INT 0 CLERK LAKE CO FL  
BY [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 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 21<sup>st</sup> 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 **32751**

Joanne Louise Knoechel  
Grantor Signature

JOANNE LOUISE KNOECHEL  
Printed Name

256 Wood Lake Drive, Maitland, FL  
Post Office Address **32751**

Sheila 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.

288

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. 92-136<sup>9</sup>-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.

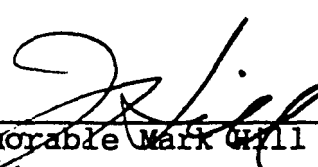
2. If within five days of entry of judgment, Plaintiff fails to file proof of payment of the required sum to the Defendant, this order will become null and void.

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 Gill

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

Deputy



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 14<sup>th</sup> 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.

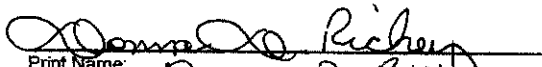
AND the grantor does covenant to and with the Grantees, their heirs, administrators and assigns, that in all things preliminary to and in and about this conveyance, the laws of the State of Florida have been followed and complied with in all respects.

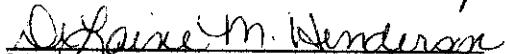
**Florida Statutes Annotated, Section 201.02, Opinion of the Attorney General, 94-56, June 21, 1994:**

"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

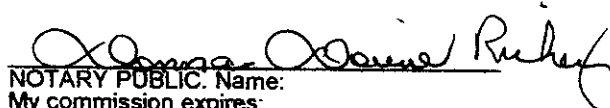
 (SEAL)  
ROBERT M. ELLIS, TRUSTEE under that certain unrecorded Land Trust Agreement dated February 25, 1974, as to Parcel 1 and under that certain unrecorded Land Trust Agreement dated September 14, 1974, as to Parcel 2  
2417 Bayfront Parkway  
Orlando, FL 32806-7337

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 420-771-26-094-0 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 14<sup>th</sup> 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**

WARRANTY DEED  
INDIVID. TO INDIVID.

©Seminole Paper &amp; Printing Co., Inc. 1987

This Instrument Prepared by:

Address: **Sanford A. Minkoff**  
**Minkoff and McDaniel, P.A.**  
**226 West Alfred Street**  
**Tavares, FL 32778**  
 Property Appraisers Parcel Identification (Folio) Number(s):

REC 900 RECEIVED FORTF 1.50 EXCISE TAXESDOC 33250 JAMES C. WATKINSINT 0 CLERK LAKE CO FLBY BK D.C.BOOK 1220 PAGE 1905Grantee(s) S.S. #s: **93 20060**

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**This Warranty Deed** Made the 13<sup>th</sup> 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

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 (was) taken.

NOTARY RUBBER STAMP SEAL

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

Witness my hand and official seal in the County and State last aforesaid this 13<sup>th</sup> day of April, A.D. 1993

Signature Kimberly A. KluesenerPrinted 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 14<sup>th</sup> 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.

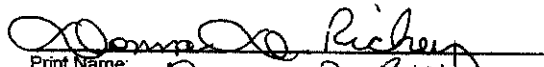
**AND** the grantor does covenant to and with the Grantees, their heirs, administrators and assigns, that in all things preliminary to and in and about this conveyance, the laws of the State of Florida have been followed and complied with in all respects.

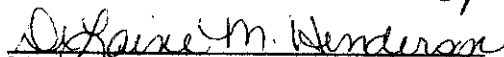
**Florida Statutes Annotated, Section 201.02, Opinion of the Attorney General, 94-56, June 21, 1994:**

**"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

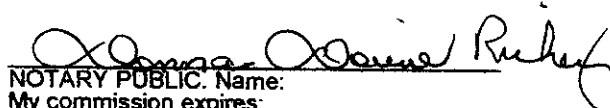
 (SEAL)  
ROBERT M. ELLIS, TRUSTEE under that certain unrecorded Land Trust Agreement dated February 25, 1974, as to Parcel 1 and under that certain unrecorded Land Trust Agreement dated September 14, 1974, as to Parcel 2  
2417 Bayfront Parkway  
Orlando, FL 32806-7337

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 420-771-26-094-0 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 14<sup>th</sup> day of December, 1999.



Donna Dowie Richey  
MY COMMISSION # CC758059 EXPIRES  
September 18, 2002  
BONDED THRU TROY FAIN 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 F5791

REC 5.00 RECEIVED FOR  
TF 1.00 EXCISE TAXES  
DOC 1066.80 JAMES C. WATKINS  
INT 0 CLERK LAKE CO FL  
BY 00 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:

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

#AA 692082

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



# PROPERTY RECORD CARD

## General Information

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                     |                                           |                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | LAKE COUNTY WATER AUTHORITY                                                                         | <b>Alternate Key:</b>                     | 1128528                                                                                                                       |
| <b>Mailing Address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 27351 STATE ROAD 19<br>TAVARES, FL 32778-3119<br><a href="#">Update Mailing Address</a>             | <b>Parcel Number:</b> <a href="#">i</a>   | 34-19-27-0100-00C-00500                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                     | <b>Millage Group and City:</b>            | 0002<br>Unincorporated                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                     | <b>2021 Total Certified Millage Rate:</b> | 13.7509                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                     | <b>Trash/Recycling/Water/Info:</b>        | <a href="#">My Public Services Map</a> <a href="#">i</a>                                                                      |
| <b>Property Location:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ROUND LAKE RD<br>MOUNT DORA FL, 32757<br><a href="#">Update Property Location</a> <a href="#">i</a> | <b>Property Name:</b>                     | --<br><a href="#">Submit Property Name</a> <a href="#">i</a>                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                     | <b>School Information:</b>                | <a href="#">School Locator &amp; Bus Stop Map</a> <a href="#">i</a><br><a href="#">School Boundary Maps</a> <a href="#">i</a> |
| <b>Property Description:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | SUNSET HILLS LOTS 5, 6, 7, 8, BLK C PB 6 PG 112 ORB 1777 PG 2258                                    |                                           |                                                                                                                               |
| <small>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.</small> |                                                                                                     |                                           |                                                                                                                               |

## 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](#) [i](#)
[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  |
|-----------------------------|-----------|--------------------|-----------------------|-----------------|-------------|
| <a href="#">1777 / 2258</a> | 12/1999   | Trustees Deed      | Unqualified           | Vacant          | \$1.00      |
| <a href="#">764 / 567</a>   | 10/1982   | Quit Claim Deed    | Unqualified           | Vacant          | \$1.00      |
| <a href="#">762 / 1585</a>  | 10/1982   | Quit Claim Deed    | Unqualified           | Vacant          | \$1.00      |
| <a href="#">565 / 634</a>   | 01/1974   | Misc Deed/Document | Qualified             | Vacant          | \$65,000.00 |

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

## Values and Estimated Ad Valorem Taxes [i](#)

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               |
|                                   |              |                |               | <b>Total:</b><br>13.7509 | <b>Total:</b> \$0.00 |

## Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

|                                                                                       |                                                                                                                |                              |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------|
| Homestead Exemption (first exemption up to \$25,000)                                  | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Additional Homestead Exemption (up to an additional \$25,000)                         | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to county millage - up to \$50,000)          | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to city millage - up to \$25,000)            |  <a href="#">Learn More</a> | <a href="#">View the Law</a> |
| Limited Income Senior 25 Year Residency (county millage only-exemption amount varies) | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Widow / Widower Exemption (up to \$500)                                               | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Blind Exemption (up to \$500)                                                         | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Disability Exemption (up to \$500)                                                    | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Total and Permanent Disability Exemption (amount varies)                              | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Veteran's Disability Exemption (\$5000)                                               | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Veteran's Total and Permanent Disability Exemption (amount varies)                    | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Veteran's Combat Related Disability Exemption (amount varies)                         | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Deployed Servicemember Exemption (amount varies)                                      | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| First Responder Total and Permanent Disability Exemption (amount varies)              | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Surviving Spouse of First Responder Exemption (amount varies)                         | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Conservation Exemption (amount varies)                                                | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Tangible Personal Property Exemption (up to \$25,000)                                 | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)   | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |
| Economic Development Exemption                                                        | <a href="#">Learn More</a>                                                                                     | <a href="#">View the Law</a> |



Government Exemption (amount varies)

## ATTACHMENT #1

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

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**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 RECORD CARD

## General Information

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------|
| Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | LAKE COUNTY WATER AUTHORITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Alternate Key:                     | 3387830                                                                                       |
| Mailing Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 27351 STATE ROAD 19<br>TAVARES, FL 32778-3119<br><a href="#">Update Mailing Address</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Parcel Number: ⓘ                   | 34-19-27-0003-000-00401                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Millage Group and City:            | 0002<br>Unincorporated                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2021 Total Certified Millage Rate: | 13.7509                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Trash/Recycling/Water/Info:        | <a href="#">My Public Services Map</a> ⓘ                                                      |
| Property Location:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ROBIE AVE<br>MOUNT DORA FL, 32757<br><a href="#">Update Property Location</a> ⓘ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Property Name:                     | --<br><a href="#">Submit Property Name</a> ⓘ                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | School Information:                | <a href="#">School Locator &amp; Bus Stop Map</a> ⓘ<br><a href="#">School Boundary Maps</a> ⓘ |
| 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 |
|      |                           |          |       | <a href="#">Click here for Zoning Info</a> ⓘ <a href="#">FEMA Flood Map</a> |           |      |             |                |

## 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 |
|-----------------------------|-----------|--------------------|-----------------------|-----------------|------------|
| <a href="#">1171 / 1358</a> | 06/1992   | Misc Deed/Document | Unqualified           | Vacant          | \$0.00     |
| <a href="#">1171 / 2157</a> | 05/1992   | Quit Claim Deed    | Unqualified           | Vacant          | \$0.00     |

|                                                                                                                                                                         |         |                 |             |        |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------------|-------------|--------|--------|
| <a href="#">1171 / 2156</a>                                                                                                                                             | 05/1992 | Quit Claim Deed | Unqualified | Vacant | \$0.00 |
| <a href="#">Click here to search for mortgages, liens, and other legal documents.</a>  |         |                 |             |        |        |

## 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               |
|                                   |              |                |               | <b>Total:</b><br>13.7509 | <b>Total:</b> \$0.00 |

## Exemptions Information

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

|                                                                                                                                                                |                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Homestead Exemption (first exemption up to \$25,000)                                                                                                           | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Additional Homestead Exemption (up to an additional \$25,000)                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to county millage - up to \$50,000)                                                                                   | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to city millage - up to \$25,000)  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)                                                                          | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Widow / Widower Exemption (up to \$500)                                                                                                                        | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Blind Exemption (up to \$500)                                                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Disability Exemption (up to \$500)                                                                                                                             | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Total and Permanent Disability Exemption (amount varies)                                                                                                       | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Disability Exemption (\$5000)                                                                                                                        | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Total and Permanent Disability Exemption (amount varies)                                                                                             | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Combat Related Disability Exemption (amount varies)                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Deployed Servicemember Exemption (amount varies)                                                                                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| First Responder Total and Permanent Disability Exemption (amount varies)                                                                                       | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Surviving Spouse of First Responder Exemption (amount varies)                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Conservation Exemption (amount varies)                                                                                                                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |

## ATTACHMENT #1

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Tangible Personal Property Exemption (up to \$25,000)

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

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Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)

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

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Economic Development Exemption

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

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Government Exemption (amount varies)

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

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# PROPERTY RECORD CARD

## General Information

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

## 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](#) [i](#)
[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   |
|-----------------------------|-----------|--------------------|-----------------------|-----------------|--------------|
| <a href="#">1198 / 2026</a> | 12/1992   | Warranty Deed      | Qualified             | Vacant          | \$152,400.00 |
| <a href="#">1137 / 1698</a> | 11/1991   | Misc Deed/Document | Unqualified           | Vacant          | \$0.00       |

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

## Values and Estimated Ad Valorem Taxes [i](#)

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      | \$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               |
|                                   |              |                |               | <b>Total:</b><br>13.7509 | <b>Total:</b> \$0.00 |

## Exemptions Information

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

|                                                                                       |                                                         |
|---------------------------------------------------------------------------------------|---------------------------------------------------------|
| Homestead Exemption (first exemption up to \$25,000)                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Additional Homestead Exemption (up to an additional \$25,000)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to county millage - up to \$50,000)          | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to city millage - up to \$25,000)            | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior 25 Year Residency (county millage only-exemption amount varies) | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Widow / Widower Exemption (up to \$500)                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Blind Exemption (up to \$500)                                                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Disability Exemption (up to \$500)                                                    | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Total and Permanent Disability Exemption (amount varies)                              | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Disability Exemption (\$5000)                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Total and Permanent Disability Exemption (amount varies)                    | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Combat Related Disability Exemption (amount varies)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Deployed Servicemember Exemption (amount varies)                                      | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| First Responder Total and Permanent Disability Exemption (amount varies)              | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Surviving Spouse of First Responder Exemption (amount varies)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Conservation Exemption (amount varies)                                                | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Tangible Personal Property Exemption (up to \$25,000)                                 | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)   | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Economic Development Exemption                                                        | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| ✓ Government Exemption (amount varies)                                                | <a href="#">Learn More</a> <a href="#">View the Law</a> |

# ATTACHMENT #1

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# PROPERTY RECORD CARD

## General Information

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------|
| Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | LAKE COUNTY WATER AUTHORITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Alternate Key:                     | 3372379                                                                                       |
| Mailing Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 27351 STATE ROAD 19<br>TAVARES, FL 32778-3119<br><a href="#">Update Mailing Address</a>                                                                                                                                                                                                                                                                                                                                                                                                          | Parcel Number: ⓘ                   | 34-19-27-0100-00E-00300                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Millage Group and City:            | 0002<br>Unincorporated                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2021 Total Certified Millage Rate: | 13.7509                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Trash/Recycling/Water/Info:        | <a href="#">My Public Services Map</a> ⓘ                                                      |
| Property Location:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | BUTTERCUP LN<br>MOUNT DORA FL, 32757<br><a href="#">Update Property Location</a> ⓘ                                                                                                                                                                                                                                                                                                                                                                                                               | Property Name:                     | --<br><a href="#">Submit Property Name</a> ⓘ                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | School Information:                | <a href="#">School Locator &amp; Bus Stop Map</a> ⓘ<br><a href="#">School Boundary Maps</a> ⓘ |
| 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 |
| <a href="#">Click here for Zoning Info</a> <a href="#">i</a> <a href="#">FEMA Flood Map</a> |                           |          |       |       |           |      |             |              |

## 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   |
|-----------------------------|-----------|-----------------|-----------------------|-----------------|--------------|
| <a href="#">1156 / 1254</a> | 03/1992   | Quit Claim Deed | Unqualified           | Vacant          | \$0.00       |
| <a href="#">1156 / 1252</a> | 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               |
|                                   |              |                |               | <b>Total:</b><br>13.7509 | <b>Total:</b> \$0.00 |

## Exemptions Information

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

|                                                                                                                                                                |                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Homestead Exemption (first exemption up to \$25,000)                                                                                                           | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Additional Homestead Exemption (up to an additional \$25,000)                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to county millage - up to \$50,000)                                                                                   | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to city millage - up to \$25,000)  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)                                                                          | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Widow / Widower Exemption (up to \$500)                                                                                                                        | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Blind Exemption (up to \$500)                                                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Disability Exemption (up to \$500)                                                                                                                             | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Total and Permanent Disability Exemption (amount varies)                                                                                                       | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Disability Exemption (\$5000)                                                                                                                        | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Total and Permanent Disability Exemption (amount varies)                                                                                             | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Combat Related Disability Exemption (amount varies)                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Deployed Servicemember Exemption (amount varies)                                                                                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| First Responder Total and Permanent Disability Exemption (amount varies)                                                                                       | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Surviving Spouse of First Responder Exemption (amount varies)                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Conservation Exemption (amount varies)                                                                                                                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Tangible Personal Property Exemption (up to \$25,000)                                                                                                          | <a href="#">Learn More</a> <a href="#">View the Law</a> |

## 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.

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# PROPERTY RECORD CARD

## General Information

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                           |                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | LAKE COUNTY WATER AUTHORITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Alternate Key:</b>                     | 3448707                                                                                                                       |
| <b>Mailing Address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 27351 STATE ROAD 19<br>TAVARES, FL 32778-3119<br><a href="#">Update Mailing Address</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Parcel Number:</b> <a href="#">i</a>   | 34-19-27-0100-00F-00101                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Millage Group and City:</b>            | 0002<br>Unincorporated                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>2021 Total Certified Millage Rate:</b> | 13.7509                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Trash/Recycling/Water/Info:</b>        | <a href="#">My Public Services Map</a> <a href="#">i</a>                                                                      |
| <b>Property Location:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | QUEEN AVE<br>MOUNT DORA FL, 32757<br><a href="#">Update Property Location</a> <a href="#">i</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Property Name:</b>                     | --<br><a href="#">Submit Property Name</a> <a href="#">i</a>                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>School Information:</b>                | <a href="#">School Locator &amp; Bus Stop Map</a> <a href="#">i</a><br><a href="#">School Boundary Maps</a> <a href="#">i</a> |
| <b>Property Description:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 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 |                                           |                                                                                                                               |
| <small>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.</small> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                           |                                                                                                                               |

## 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](#) [i](#)
[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  |
|-----------------------------|--------------------------------------------------------------|---------------|-----------------------|-----------------|-------------|
| <a href="#">1220 / 1905</a> | June 21, 2022 City Council Regular Session Agenda<br>04/1993 | 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               |
|                                   |              |                |               | <b>Total:</b><br>13.7509 | <b>Total:</b> \$0.00 |

## Exemptions Information

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

|                                                                                                                                                                |                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Homestead Exemption (first exemption up to \$25,000)                                                                                                           | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Additional Homestead Exemption (up to an additional \$25,000)                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to county millage - up to \$50,000)                                                                                   | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to city millage - up to \$25,000)  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)                                                                          | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Widow / Widower Exemption (up to \$500)                                                                                                                        | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Blind Exemption (up to \$500)                                                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Disability Exemption (up to \$500)                                                                                                                             | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Total and Permanent Disability Exemption (amount varies)                                                                                                       | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Disability Exemption (\$5000)                                                                                                                        | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Total and Permanent Disability Exemption (amount varies)                                                                                             | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Combat Related Disability Exemption (amount varies)                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Deployed Servicemember Exemption (amount varies)                                                                                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| First Responder Total and Permanent Disability Exemption (amount varies)                                                                                       | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Surviving Spouse of First Responder Exemption (amount varies)                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Conservation Exemption (amount varies)                                                                                                                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Tangible Personal Property Exemption (up to \$25,000)                                                                                                          | <a href="#">Learn More</a> <a href="#">View the Law</a> |

## 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.

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# PROPERTY RECORD CARD

## General Information

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                              |                                           |                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | LAKE COUNTY WATER AUTHORITY                                                                                  | <b>Alternate Key:</b>                     | 3433645                                                                                                                       |
| <b>Mailing Address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 27351 STATE ROAD 19<br>TAVARES, FL 32778-3119<br><a href="#">Update Mailing Address</a>                      | <b>Parcel Number:</b> <a href="#">i</a>   | 34-19-27-0100-00D-00300                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                              | <b>Millage Group and City:</b>            | 0002<br>Unincorporated                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                              | <b>2021 Total Certified Millage Rate:</b> | 13.7509                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                              | <b>Trash/Recycling/Water/Info:</b>        | <a href="#">My Public Services Map</a> <a href="#">i</a>                                                                      |
| <b>Property Location:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | CARTHUSIAN PL<br>MOUNT DORA FL, 32757<br><a href="#">Update Property Location</a> <a href="#">i</a>          | <b>Property Name:</b>                     | --<br><a href="#">Submit Property Name</a> <a href="#">i</a>                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                              | <b>School Information:</b>                | <a href="#">School Locator &amp; Bus Stop Map</a> <a href="#">i</a><br><a href="#">School Boundary Maps</a> <a href="#">i</a> |
| <b>Property Description:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 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 |                                           |                                                                                                                               |
| <small>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.</small> |                                                                                                              |                                           |                                                                                                                               |

## 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](#) [i](#)
[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 |
|-----------------------------|-----------|-----------------|-----------------------|-----------------|------------|
| <a href="#">1777 / 2258</a> | 12/1999   | Trustees Deed   | Unqualified           | Vacant          | \$1.00     |
| <a href="#">1198 / 2024</a> | 12/1992   | Quit Claim Deed | Unqualified           | Vacant          | \$0.00     |

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

## Values and Estimated Ad Valorem Taxes [i](#)

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 | \$54,750     | \$54,750       | \$0           | 5.0529  | \$0.00          |

## 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               |
| LAKE COUNTY MSTU STORMWATER       | \$54,750 | \$54,750 | \$0 | 0.4957                   | \$0.00               |
| LAKE COUNTY MSTU AMBULANCE        | \$54,750 | \$54,750 | \$0 | 0.4629                   | \$0.00               |
| 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               |
|                                   |          |          |     | <b>Total:</b><br>13.7509 | <b>Total:</b> \$0.00 |

## Exemptions Information

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

|                                                                                       |                                                         |
|---------------------------------------------------------------------------------------|---------------------------------------------------------|
| Homestead Exemption (first exemption up to \$25,000)                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Additional Homestead Exemption (up to an additional \$25,000)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to county millage - up to \$50,000)          | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to city millage - up to \$25,000)            | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior 25 Year Residency (county millage only-exemption amount varies) | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Widow / Widower Exemption (up to \$500)                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Blind Exemption (up to \$500)                                                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Disability Exemption (up to \$500)                                                    | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Total and Permanent Disability Exemption (amount varies)                              | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Disability Exemption (\$5000)                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Total and Permanent Disability Exemption (amount varies)                    | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Combat Related Disability Exemption (amount varies)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Deployed Servicemember Exemption (amount varies)                                      | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| First Responder Total and Permanent Disability Exemption (amount varies)              | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Surviving Spouse of First Responder Exemption (amount varies)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Conservation Exemption (amount varies)                                                | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Tangible Personal Property Exemption (up to \$25,000)                                 | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)   | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Economic Development Exemption                                                        | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| ✓ Government Exemption (amount varies)                                                | <a href="#">Learn More</a> <a href="#">View the Law</a> |

**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**



## **ATTACHMENT #2**

### **NOTICE OF PROPOSED ENACTMENT ORDINANCE NO. 2022-39 CITY OF MOUNT DORA, FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-39. The final public hearing on the ordinance will be held on Tuesday, June 21, 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 2022-39 is as follows:

#### **ORDINANCE NO: 2022-39**

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY SOUTH OF SR 46, TERMINUS OF ROBIE AVENUE, AND 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.**

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.

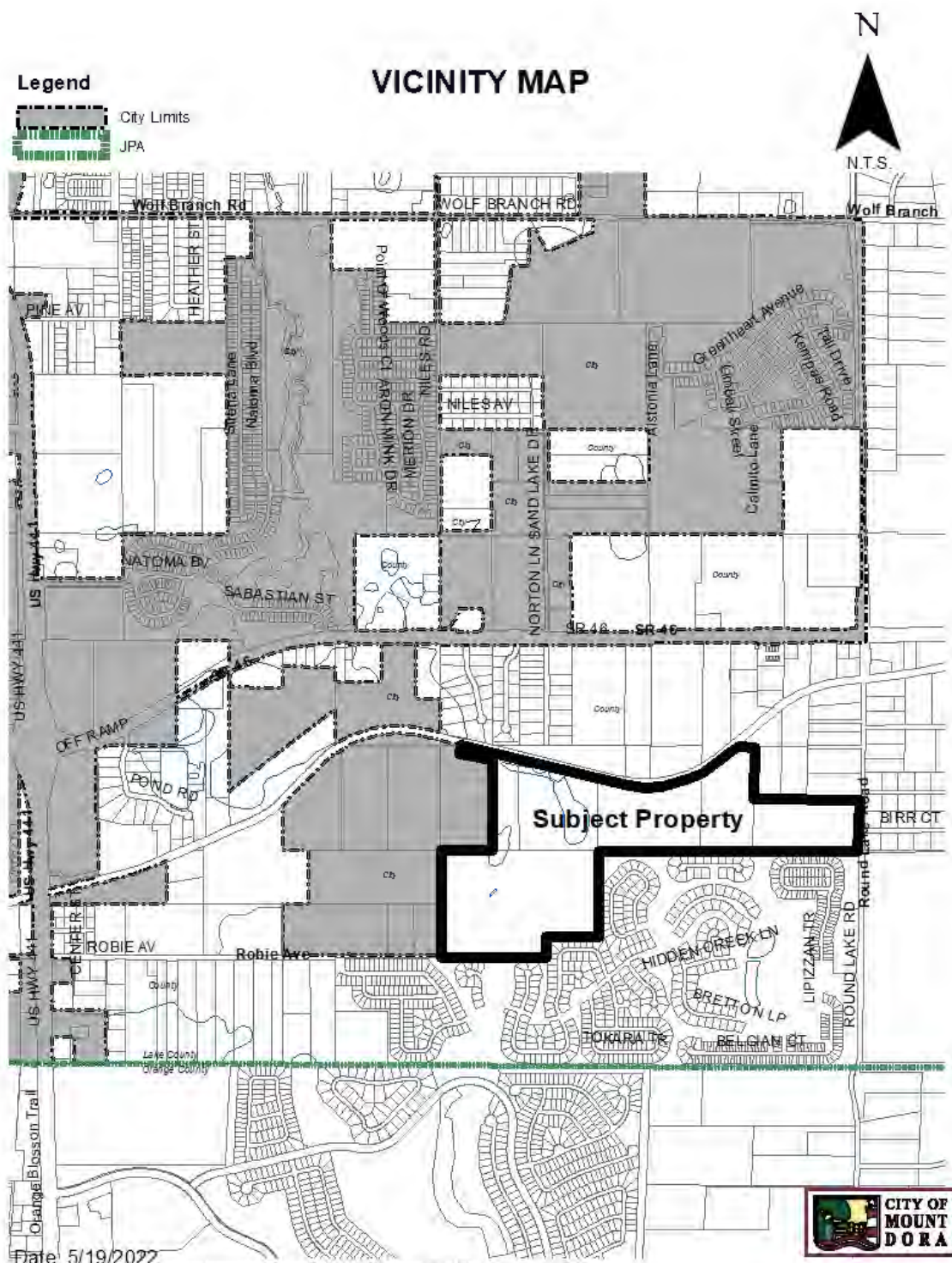
Published Legal Notice: June 10, 2022

## NOTICE OF ANNEXATION CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to annex land within the area shown on the map in this advertisement. Final hearing on the voluntary annexation, Ordinance No. 2022-39, will be held on Tuesday, June 21, 2022 at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

### ORDINANCE NO: 2022-39

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY SOUTH OF SR 46, TERMINUS OF ROBIE AVENUE, AND 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.**



### Page 2 - Annexation

The proposed ordinance with complete legal description (metes and bounds) may be inspected by the public at the City Clerk's Office or 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.

Interested parties may appear at the above meeting and be heard with respect to the proposed ordinance.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

Non-Legal Dates Published Twice on:

June 3, 2022

June 10, 2022

**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 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 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:                  June 7, 2022**

**SECOND READING:                June 21, 2022**

**PASSED AND ADOPTED this 21<sup>st</sup> 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"**  
Property Depiction



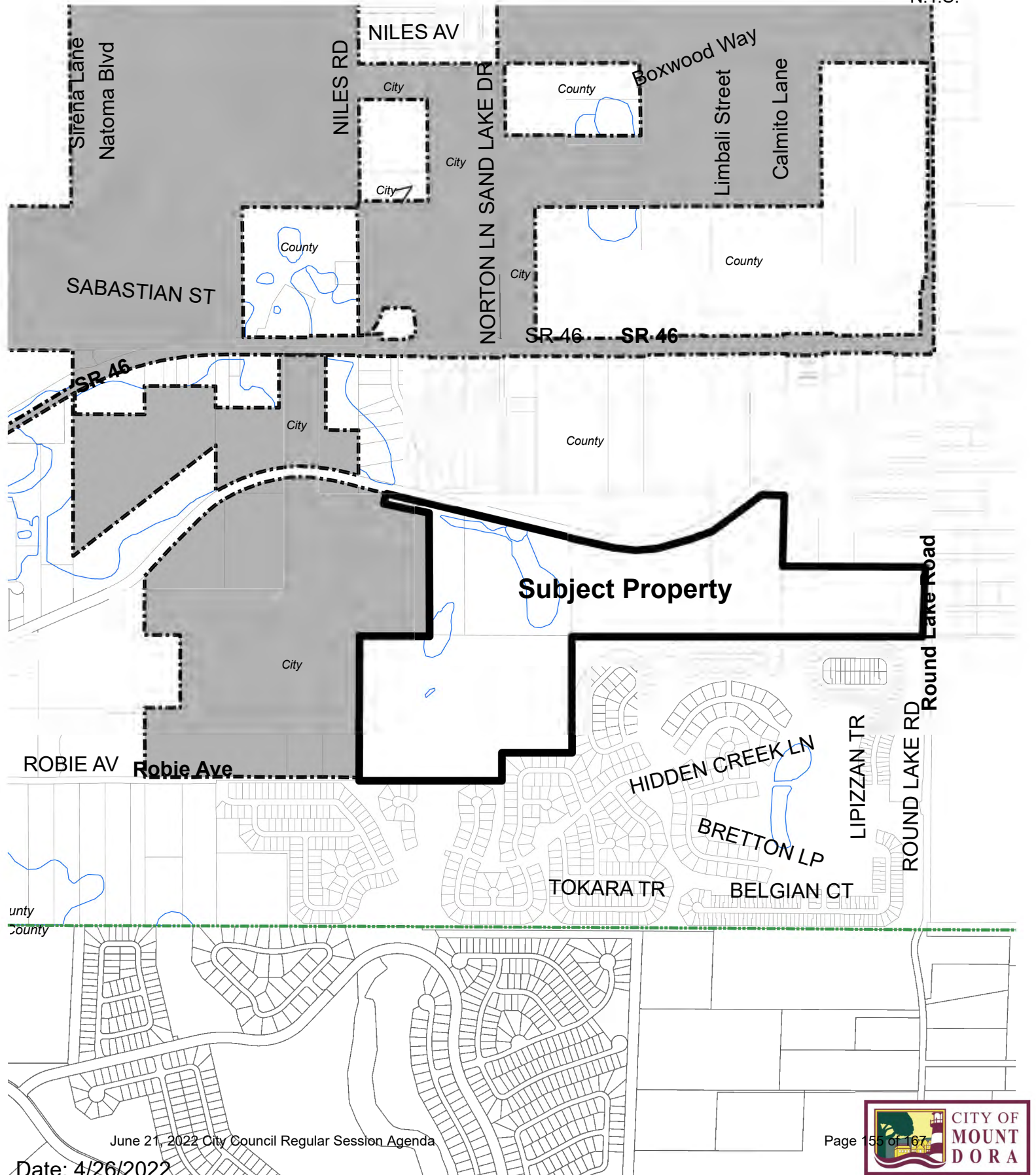
N.T.S.

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

## Legend



City Limits  
JPA





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

---

**DATE:** June 21, 2022

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Request Approval of Final Reading of Ordinance No. 2022-07, Amending Prohibited Parking in Specified Places

---

**Introduction:**

This is a request for City Council to approve the final reading of Ordinance No. 2022-07.

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

**Discussion:**

In Sec. 42-31. - Prohibited Parking in Specified Places (6) it currently states the following: "Within an alley in a business district, except for the expeditious loading or unloading of materials." Staff is proposing to change that statement to the following: "Within an alley in a business district, whether attended or unattended, so as to provide free passage for emergency vehicles; Blocking an alley may be approved by the City Manager or designee for construction, repair, or service vehicles."

**Budget Impact:**

There will be no adverse impact to the Budget as a result of these changes.

**Strategic Impact:**

Goal 2: Public Safety: To provide the safest environment in which to live, work, and visit.

**Recommendation:**

City Council approve second reading and adoption of Ordinance No. 2022-07.

**Attachment(s):**

1. Attachment 1 Ordinance 2022-07 Prohibited Parking in Specified Places -Proposed Changes (ADA)
2. Attachment 2 Legal Notice Ordinance No. 2022-07 Legal Ad (ADA)
3. Ordinance 2022- 07 Prohibited Parking in Specified Places.SGS (ADA)

Prepared by: Alivia Rehn , Administrative Assistant

Reviewed by: Brett Meade, Chief of Police  
Rita Meade, Deputy Finance Director  
Sherry Sutphen, City Attorney  
Jessica Burnham, City Clerk  
Jeanann Hand, Deputy City Clerk  
Patrick Comiskey, City Manager

Approved - 4/25/2022

Approved - 4/25/2022

Approved - 5/8/2022

Approved - 6/13/2022

Approved - 6/13/2022

Final Approval - 6/14/2022



## ATTACHMENT #1

### OLD

#### **Sec. 42-31. - Prohibited parking in specified places.**

- (a) No person shall stop a vehicle, stand a vehicle or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:
- (6) Within an alley in a business district, except for the expeditious loading or unloading of materials;

### PROPOSED

#### **Sec. 42-31. - Prohibited parking in specified places**

- (a) No person shall stop a vehicle, stand a vehicle or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:
- (6) Within an alley in a business district, whether attended or unattended, so as to provide free passage for emergency vehicles; Blocking an alley may be approved by the City Manager or designee for construction, repair, or service vehicles.
- (11) Within any place marked as a freight curb loading zone during the posted hours when the restrictions applicable to such zones are in effect, except for the expeditious loading or unloading of materials, and for a period of not more than 30 minutes. However, the driver of a vehicle may stop temporarily at a place marked as a freight curb loading zone for the purpose of and while actually engaged in loading or unloading passengers, when such stopping does not interfere with any motor vehicle used for the transportation of materials which is waiting to enter or about to enter such zone;

## Ad Preview

**NOTICE OF  
PROPOSED ENACTMENT  
ORDINANCE NO. 2022-07  
CITY OF MOUNT DORA,  
FLORIDA**

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-07. The final public hearing on the ordinance will be held on Tuesday, June 21, 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 2022-07 is as follows:

**ORDINANCE NO: 2022-07**  
AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, STOPPING, STANDING AND PARKING, SECTION 42-31, PROHIBITED PARKING IN SPECIFIED PLACES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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 Police Department, 1300 N. Donnelly 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 the Police Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7194 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: 6/8/2022  
6/8/2022 #7390323

**ORDINANCE NO: 2022- 07**

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, STOPPING, STANDING AND PARKING, SECTION 42-31, PROHIBITED PARKING IN SPECIFIED PLACES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mount Dora has adopted various ordinances related to traffic and vehicles as permitted by Florida Statutes, Chapter 316, related to uniform traffic control; and

**WHEREAS**, the City has codified such uniform traffic control regulations into Chapter 42 of the City of Mount Dora Code of Ordinances; and

**WHEREAS**, from time to time it is necessary for the City to revise its regulations related to traffic and vehicles; and

**WHEREAS**, the City has determined that it is in the best interest of the health, safety and welfare of its citizens and visitors to amend Chapter 42, Traffic and Vehicles, of the City of Mount Dora Code of Ordinances.

**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. AMENDING CITY OF MOUNT DORA CODE OF ORDINANCE, CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, STOPPING, STANDING AND PARKING, SECTION 42-31, PROHIBITED PARKING IN SPECIFIED PLACES.** The City of Mount Dora Code Ordinances, Chapter 42 – Traffic and Vehicles, Article II, Stopping, Standing and Parking, Section 42-31, Prohibited Parking in Specified Places is hereby amended as follows:

**Note:** Underlined words constitute additions to existing text, ~~strikethrough~~ constitutes deletions from existing text and asterisks (\*\*\*) indicate omitted parts which are intended to remain unchanged.

CHAPTER 42 – TRAFFIC AND VEHICLES, ARTICLE II, STOPPING, STANDING AND PARKING,

\*\*\*

Sec. 42-31, Prohibited Parking in Specified Places

- (a) No person shall stop a vehicle, stand a vehicle or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:
- (1) Upon the unpaved portion of any city right-of-way, if the paved portion of the right-of-way is bordered by a curb;
  - (2) Upon any railroad track or right-of-way, or within 30 feet of any railroad track;
  - (3) In a location blocking access to a commercial refuse container or a city refuse container, when the location of the container has been designated or approved by the city;
  - (4) In a space designated for emergency vehicles only;
  - (5) Upon a two-way street in such a manner or under such conditions so as to prevent intermittent two-way traffic movement;
  - (6) Within an alley in a business district, ~~except for the expeditious loading or unloading of materials; whether attended or unattended, so as to provide free passage of emergency vehicles; however, blocking an alley may be approved on a temporary basis by the City Manager or designee for construction, repair, or service vehicles.~~
  - (7) Within an alley outside of a business district in a manner or under such conditions so as to leave available less than ten feet of the width of the alley for the free movement of vehicular traffic;
  - (8) Within any alley in such position as to block the driveway or ingress or egress of any abutting property;
  - (9) When appropriate signs are erected prohibiting such upon the left-hand side of any one-way street in violation of such signs;
  - (10) If a street includes two or more separate roadways and traffic is restricted to one direction upon any such roadway, upon the left-hand side of such one-way roadway, unless signs are erected to permit such standing or parking;

- (11) Within any place marked as a freight curb loading zone during the posted hours when the restrictions applicable to such zones are in effect, except for the expeditious loading or unloading of materials, and for a period of not more than 30 minutes. However, the driver of a vehicle may stop temporarily at a place marked as a freight curb loading zone for the purpose of and while actually engaged in loading or unloading passengers, when such stopping does not interfere with any motor vehicle used for the transportation of materials which is waiting to enter or about to enter such zone;

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**SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS.**

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

**SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.**

A. The revisions to City of Mount Dora Code of Ordinances, Chapter 42, Traffic and Vehicles, as set forth in Section 2 above shall be codified in the City of Mount Dora Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Code of Ordinances.

C. 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 the amendments to City of Mount Dora Code of Ordinances, Chapter 42, Traffic and Vehicles, as well as any and all other applicable matters, 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.**      This Ordinance shall become effective immediately upon enactment by the City of Mount Dora.

**FIRST READING:**      April 19, 2022

**SECOND READING:**      \_\_\_\_\_

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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**CRISSY STILE**  
**MAYOR of the City of Mount Dora, Florida**

ATTEST:

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Jessica Burnham  
City Clerk

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

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Sherry G. Sutphen  
City Attorney





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

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**DATE:** June 21, 2022

**TO:** Honorable Mayor and City Council Members

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

**SUBJECT:** Lobbyist Update

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**Introduction:**

Gray Robinson, P.A. represents the City of Mount Dora during the 2022 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

**Discussion:**

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is the monthly report for May 2022.

**Budget Impact:**

Lobbyist Activities are funded in account 421-1910-536.31-11 in the amount of \$42,000.00.

**Strategic Impact:**

The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

**Recommendation:**

Data provided is informational.

**Attachment(s):**

1. Mount Dora May 2022 Report

Prepared by: Merry Lovern, Executive Assistant  
Reviewed by: Jessica Burnham, City Clerk

Approved - 6/14/2022

Jeanann Hand, Deputy City Clerk  
Patrick Comiskey, City Manager

Approved - 6/14/2022  
Final Approval - 6/14/2022

## **City of Mount Dora May Activity Report**

### **Special Session**

Last week, the Florida Legislature returned to Tallahassee for a Special Session to address the state's troubled property insurance market. Additionally, the governor and legislative leaders agreed to expand the call of the session to address the state's condo laws in response to the Surfside tragedy that occurred in 2021. Both pieces of legislation, SB 2D and SB 4D, were signed by Governor DeSantis on Thursday, May 26<sup>th</sup>, after a condensed four-day session.

SB 2D, Property Insurance, includes several provisions intended to help stabilize the market, including:

- \$2 billion funded through the Reinsurance to Assist Policy (RAP) program designed to help bolster the state's Hurricane Catastrophe Fund. The new fund will allow insurance companies to quickly recoup losses from hurricanes, in order to be eligible for the funds, companies taking part in the program are required to file paperwork with the Office of Insurance Regulation outlining savings and a decrease to policyholders rates.
- \$150 million for the My Safe Florida Home Program to provide grants to Florida homeowners for hurricane retrofitting.
- Requiring insurance companies to provide policyholders with a reasonable explanation if they deny or partially deny a claim and provides consumers with greater access to information during the claim adjustment process.
- Creating a new standard for application of attorney fee multipliers.
- Limiting the assignment of attorney's fees in property insurance cases.

SB 4D, Building Safety, requires structural safety inspections for buildings at least three stories tall 30 years after they're first occupied, or 25 years after occupation if the building is within 3 miles of the coast and then every 10 years thereafter. Information from the inspections must be provided to condo owners, the condo board and local building officials. The legislation also requires condo boards to fully fund a reserve account to ensure repairs and maintenance are not delayed.

In addition to condo safety provisions, SB 4D prohibits property insurance companies from automatically denying coverage because of a roof's age, if the roof is less than 15 years old or if the roof is determined to have at least 5 years of useful life remaining.

SB 4D unanimously passed the House and Senate.

## **ATTACHMENT #1**

### **Budget Update- May 31<sup>st</sup>**

From conversations late last week with the governor's office, we anticipate HB 5001, the General Appropriations Act (GAA), to be sent to Governor DeSantis this week. Once the budget has been presented to the governor, he will have 15 days to act and issue vetoes. Please feel free to contact us with any questions, and as we get more information, we will pass it along.

### **Communications**

- Patrick Comiskey
  - Update on status of appropriations projects & legislation passed during the 2022 Legislative Session (5/31/22)
- Merry Lovern
  - Update on status of appropriations projects (5/17/22)
- Staff, Executive Office of the Governor, re Mount Dora Appropriations
- Representative Truenow re Mount Dora Appropriations

### **Next Steps**

- Continue communication with SJRWMD on cost share application next steps.
- Continue to update Mount Dora on Grant Opportunities
- Continue to follow-up with DEO re Job Growth Application

Ryan Matthews/Angela Drzewiecki