



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

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
August 2, 2022, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Home Rule Hero Award 4
2. Recognition of the Chamber of Commerce for the Mount Dora Bicycle Festival 6

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

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 - July 19, 2022 City Council Regular Session Minutes
 - July 25, 2022 City Council Work Session Minutes

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PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

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CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- August 16, 2022, 6:00 PM, Regular Session
- August 29, 2022, 10:00 AM, Budget Work Session
- September 6, 2022, 6:00 PM, Regular Session
- September 20, 2022, 6:00 PM, Regular Session

ADJOURNMENT

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

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



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

DATE: August 2, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Home Rule Hero Award

Introduction:

This is a request for City Council to recognize Council Member Cal Rolfson as a Florida League of Cities Home Rule Hero.

Discussion:

The Florida League of Cities recently recognized Mount Dora's Council Member Cal Rolfson with a 2022 Home Rule Hero Award. Council Member Rolfson earned this prestigious award for his tireless efforts throughout the legislative session to promote local voices making local choices, protecting the Home Rule powers of Florida's municipalities and advancing the League's legislative agenda.

Home Rule is the ability for a city to address local problems with local solutions with minimal state interference. Home Rule Hero Award recipients are local government officials, both elected and non-elected, who consistently responded to the League's request to reach out to members of the legislature and help give a local perspective on an issue. Council Member Rolfson's advocacy for municipal Home Rule leading up to and during the 2022 Legislative Session is a model for municipal officials statewide.

Budget Impact:

No budgetary impact.

Strategic Impact:

N/A

Recommendation:

City Council to recognize Council Member Cal Rolfson as a Florida League of Cities Home Rule Hero.

Attachment(s):

Prepared by: Merry Lovern , Executive Assistant
Reviewed by: Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 7/21/2022
Approved - 7/21/2022
Final Approval - 7/27/2022



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

DATE: August 2, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Recognition of the Chamber of Commerce for the Mount Dora Bicycle Festival

Introduction:

This is an opportunity for Council to recognize the Chamber of Commerce for the Mount Dora Bicycle Festival.

Discussion:

Presentation only.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

N/A

Attachment(s):

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

Approved - 7/28/2022
Final Approval - 7/28/2022



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

DATE: August 2, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Planning and Zoning Commission

Introduction:

This is an opportunity for the Council to approve an appointment to the Planning and Zoning Commission.

Discussion:

Pursuant to the City's Code of Ordinances, Advisory Board and Commission members serve two-year terms and may be reappointed for additional terms.

The Planning and Zoning Commission has 1 (one) vacant seat which will expire on December 31, 2022.

Vacant, District 3, Councilmember Guenther.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Mayor and City Council to make appointments and re-appointments to various boards and commissions.

Attachment(s):

1. Hoechst.Cathy.P&Z.07.22.22
2. Planning & Zoning Roster 2022_202207251414010743

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

Approved - 7/28/2022
Final Approval - 7/28/2022

ATTACHMENT #1

From: noreply@civicplus.com
To: [Hand, Jeanann](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Board Application
Date: Friday, July 22, 2022 9:08:31 AM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Board Application

City Clerk
510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora
Please complete all of the date fields listed below.

First Name	Catherine
Last Name	Hoechst
Address1	601 McDonald Street Unit 405
Address2	<i>Field not completed.</i>
City	Mount Dora
State	FLORIDA
Zip	32757
Phone Number	3525167749
Email Address	cathyhoechst@gmail.com
Provide a brief statement relating to your education, experience and reason for wishing to serve	To continue to serve the City of Mount Dora utilizing my knowledge and history of the City and area with 38 years of residency and previous experience of having been Mayor of the City of Mount Dora for 4 years, Councilwomen at large for 2 years and having served on numerous committees related to city activities.
Resume or additional attachments (not required)	Cathyresume2022.doc
Boards on which you wish to serve	Planning and Zoning

Upon Completion

This form will be submitted to the City Clerk's Office.

Email not displaying correctly? [View it in your browser.](#)



**CITY OF
MOUNT
DORA**

PLANNING AND DEVELOPMENT

Planning & Development

510 N. Baker St.

Mount Dora, FL 32757

352-735-7112

Fax: 352-383-2423

E-mail: plandev@cityofmoundora.com

PLANNING & ZONING COMMISSION ROSTER

MEMBERS	APPOINTED BY	DATE APPOINTED	TERM EXPIRES
Kris Haukoos 925 Northside Dr. Mount Dora, FL 32757 352-552-4908 KrisHaukoosMTD@gmail.com	Mayor <i>C. Stile</i>	December 7, 2021	December 31, 2023
James Homich 621 E. 5 th Ave. Mount Dora, FL 32757 352-383-3031 JHomich@comcast.net	District 1 <i>J. Cataldo</i>	December 7, 2021	December 31, 2023
Rebecca Carter 5041 Greenbriar Trail Mount Dora, FL 32757 317-407-2853; Home rocarter1@outlook.com	District 2 <i>C. Rolfson</i>	December 15, 2020	December 31, 2022
Vacant	District 3 <i>A. Guenther</i>		December 31, 2022
Harmon Massey 215 Lake Margaret Circle #101 Mount Dora, FL 32757-9789 850-291-2198 Harmon.massey52@gmail.com	District 4 <i>M. Crail</i>	December 7, 2021	December 31, 2023
Tom Dring 908 N. Tremain St. Mount Dora, FL 32757 832-341-9101 TDri@eml.cc	District 5 <i>N. Walker</i>	December 7, 2021	December 31, 2023
Miles Beach 325 West 11th Ave. Mount Dora, FL 32757 407-432-4101 Mbeachmtdora@gmail.com	At-Large <i>D. Bryant</i>	December 21, 2021	December 31, 2022

The Planning & Zoning Commission meets the third Wednesday of each month at 10:00 a.m. in the City Hall Board Room



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

DATE: August 2, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Lake County Arts and Cultural Alliance

Introduction:

This is a request from the Mount Dora Center for the Arts to have the City Council appoint Jackii Molsick as the City of Mount Dora's alternate representative on the Lake County Arts and Cultural Alliance.

Discussion:

At the August 13, 2019 meeting, the Lake County Board of County Commissioners approved Ordinance 2019-46, which amended the membership requirements on the Arts and Cultural Alliance from seven members to fifteen members, adding one public-at large member, and adding the unrepresented municipalities: Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Mascotte, Montverde, and Umatilla.

The amended ordinance, per Section 2-90.37 (f) Membership, also states that, "a municipality may recommend that the board of county commissioners appoint an alternate member to act as an alternate representative of that municipality. An alternate member may participate in all discussions but have no right to vote unless acting as a replacement for a regular alliance member who is absent at the meeting."

All individuals acting as a representative of a municipality shall be selected by the governing body of that municipality.

Budget Impact:

No Budget Impact.

Strategic Impact:

No Strategic Impact as related to the goals defined by City Council.

Recommendation:

To discuss and advise if Ms. Jackii Molsick will be appointed as the City of Mount Dora's alternate representative.

Attachment(s):

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

Approved - 7/22/2022
Final Approval - 7/27/2022



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

DATE: August 2, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Meeting Minutes
- July 19, 2022 City Council Regular Session Minutes
- July 25, 2022 City Council Work Session Minutes

Introduction:

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

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to approve Meeting Minutes.

Attachment(s):

1. July 19, 2022 Regular City Council Minutes_DRAFT
2. July 25, 2022 Budget Work Session Minutes DRAFT

Prepared by: Jeanann Hand, Deputy City Clerk

Reviewed by: Jessica Burnham, City Clerk

Final Approval - 7/27/2022

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



**July 19, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

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

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jeanann Hand, Deputy City Clerk

PUBLIC COMMENTS

Mayor Stile opened public comment.

Kris Haukoos, 925 Northside Drive, spoke about the location of bike racks. Leisure Services Manager Troy Shonk offered to send Ms. Kaukoos helpful information.

Jay Smith, 1046 North McDonald Street, asked about a new location for the Lake Cares Food Pantry.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH
CONSENT AGENDA ITEM ONE MOVED TO ACTION ITEM ONE;
COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED
BY A UNANIMOUS VOICE VOTE.***

CONSENT AGENDA

1. Request adoption of Resolution No. 2022-41, Maximum Millage Rate for Fiscal Year 2022-2023 Budget
**Moved to Action Item One*
2. Request approval of Reimbursement Agreement between Duke Energy Florida, LLC; Florida Municipal Power Pool; City of Mount Dora and Orlando Utilities Commission
3. Request adoption of Resolution No. 2022-45, Fire/EMS Impact Fee Credit for Fire Station 34/EOC
4. Request approval of Meeting Minutes
 - July 5, 2022 City Council Regular Session Minutes
 - July 11, 2022 City Council Budget Work Session Minutes

MOTION BY VICE-MAYOR CRAIL TO APPROVE CONSENT AGENDA ITEMS TWO, THREE, AND FOUR WITH CONSENT AGENDA ITEM ONE MOVED TO ACTION ITEM ONE; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request adoption of Resolution No. 2022-41, Maximum Millage Rate for Fiscal Year 2022-2023 Budget
**Moved from Consent Agenda Item One to Action Item One.*

City Attorney Sutphen read Resolution No. 2022-41, Maximum Millage Rate for Fiscal Year 2022-2023 Budget by title only.

RESOLUTION NO. 2022-41

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE PROPOSED MILLAGE RATE OF 6.1000 MILLS FOR FISCAL YEAR 2022-23 FOR THE CITY OF MOUNT DORA, FLORIDA; PROVIDING FOR THE PROPOSED LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; PROVIDING A PUBLIC HEARING SCHEDULE FOR BUDGET ADOPTION; PROVIDING FOR CERTIFIED COPIES;

**PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT;
PROVIDING FOR THE IMPLEMENTATION OF
ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S
ERRORS; PROVIDING FOR CONFLICTS; PROVIDING
FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.**

Budget Officer Aneta Barton explained the purpose of the resolution, which establishes the maximum operating millage rate for the upcoming fiscal year. She announced the two public hearings that would take place in September regarding the rate. Discussion occurred mentioning the requirements of state law, confusion regarding trim notices, and the maximum rate allowing for City needs to be met in the event of an emergency, .

Mayor Stile opened public comment.

No one spoke.

Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION 2022-41;
COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A
ROLL CALL VOTE.***

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

NO None

2. Request approval of the Agreement between the City of Mount Dora and A.C. Schultes of Florida, Inc., for Construction Services - Well 3 at Water Treatment Plant 2

City Manager Patrick Comiskey informed those present that City staff wished to table this item until the August 2, 2022 Council meeting. Council members agreed.

3. Request Adoption of Resolution No. 2022-46, Accepting the FY 2020-2021 Comprehensive Annual Financial Report (CAFR)/Audit prepared by Purvis Gray & Company, LLP and adopting Time Parameters and Procedures

City Attorney Sutphen read Resolution 2022-46 by title only.

RESOLUTION NO. 2022-46

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE
AUDIT PREPARED BY PURVIS GRAY & COMPANY, LLP, FOR FISCAL YEAR ENDING**

SEPTEMBER 30, 2021; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; FINANCIAL REPORT/AUDIT (CAFR) AND TIME PARAMETERS AND PROCEDURES; 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.

Interim Finance Director Rita Meade introduced Ron Whitesides, who represented Purvis-Gray, the firm that had been contracted to perform the City's audit for the past six years. A PowerPoint was presented by Mr. Whitesides detailing the results from the City's audit for the fiscal year ending September 30, 2021. The presentation is attached as Exhibit A. The presentation summarized the complete audit book. Mr. Whitesides explained that the audit process consisted of a financial audit, a report on internal controls and compliance affecting financial reporting, the State of Florida single audit, and the examination of compliance with Florida Statute on Investment of Public Funds. The Auditor's Reports found the City qualifying for a "clean" opinion, and fully in compliance, with no finding of financial emergency. There was a single recommendation related to internal control over financial reporting. There were no material weaknesses or significant deficiencies found in internal control over compliance. Mr. Whitesides concluded his presentation highlighting 2020-2021 changes that took place in the General Fund, Enterprise Funds, and Pensions. This would be the firm's last year as the City's auditor, as terms are, by law, limited to six years.

Mayor Stile opened public comment.

No one spoke.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION NO. 2022-46; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

4. Request approval of Amendment 3 between the City of Mount Dora and Allied Universal Corporation for Sodium Hypochlorite

City Manager Comiskey explained the purpose of the amendment, which would ensure uninterrupted delivery of the named water treatment chemical leading up to the renewal of an imminent piggyback agreement. The amendment allows for an increased cost from the vendor, a new condition included in the agreement underlying the piggyback, which was recently renewed.

Discussion took place regarding the City's evaluation of piggyback agreements throughout the term of the agreement, the advantage of piggybacks, and choices regarding their terms.

Mayor Stile opened public comment.

No one spoke.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER WALKER TO APPROVE AMENDMENT THREE TO THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND ALLIED UNIVERSAL CORPORATION FOR SODIUM HYPOCHLORITE; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request adoption of Final Reading of Ordinance No. 2022-09, Change in Zoning – Daniel C. and Judith Ann McWhorter

City Attorney Sutphen read Ordinance No. 2022-09 by title only.

ORDINANCE NO. 2022-09

**AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA,
PERTAINING TO THE ZONING DISTRICT CLASSIFICATION
CHANGE FOR THAT PROPERTY LOCATED ON THE
SOUTHEAST CORNER OF HIGHLAND STREET AND CAMP**

AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Guenther announced his recusal from this item due to potential conflict regarding specific benefit. A completed Form 8B is attached as Exhibit B.

City Attorney Sutphen announced there had been no changes to the Ordinance since its first reading. Discussion followed regarding the restrictions and development possibilities available within mixed-use zoning in comparison to alternative zoning. Planning Director Vince Sandersfeld was available to answer questions. The difference between mixed use and multiple use, and the area's identification as a gateway to the City was discussed. The ordinance's alignment with the City's prior envisioning plans was mentioned. Reference was made to rails-to-trails.

The zoning change was requested by the property owner with the intention of marketing the property for development. Applicant Tim Green, 4070 United Avenue, president of Green Consulting Group, was available for questions.

Mayor Stile opened public comment.

Andrea Lothar 961 Liberty Avenue, voiced support for the spirit of the ordinance, but disapproved of the means of accomplishment. She cautioned against the possible allowance for 60' buildings. She disagreed with zoning change without specific development to support it and suggested tabling the item.

Mayor Stile called upon Planning Director Sandersfeld to explain the absence of plans accompanying the request for zoning change.

Mayor Stile asked for description of the next steps, which Mr. Sandersfeld provided.

The pace and incentivization of development was discussed.

Frank Kerwin, 1110 East Fifth Avenue, spoke of his discomfort regarding rezoning without developer plans.

Suzanne Scheck, 308 North Tremain Street, asserted her agreement with the previous two comments and communicated dissatisfaction with the pace of rails-to-trails progress.

Laura Morales, 585 Senecea Oaks Circle, expressed assent to the above comments.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE SECOND READING OF ORDINANCE NO. 2022-09; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

2. Request approval of First Reading of Ordinance No. 2022-15, Amending Ordinance 2021-01/Chapter 38, Article V, Public Parks and Recreation or as otherwise codified in the Code of Ordinances

City Attorney Sutphen read Ordinance No. 2022-15 by title only.

ORDINANCE NO. 2022-15

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING ORDINANCE 2021-01, OR CHAPTER 38, ARTICLE V, PUBLIC PARKS AND RECREATION OR AS OTHERWISE CODIFIED WITHIN THE CITY OF MOUNT DORA CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO ORDINANCE 2021-01, CHAPTER 38, ARTICLE V, PARKS AND RECREATION, OR AS OTHERWISE CODIFIED WITHIN THE CITY OF MOUNT DORA CODE OF ORDINANCES; 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.

City Attorney Sutphen explained the two purposes of the ordinance, which removes a

limitation on the discharge firearms in City parks, and establishes a ban on all smoking in City parks with the exception of unfiltered cigars. Discussion ensued regarding the justification for the regulation of smoking.

Mayor Stile opened public comment

Jay Smith, 1046 North McDonald Street, obtained clarification that the ban addresses smoking in public parks and not other areas of the City.

Kris Haukoos, 925 Northside Drive, mentioned social pressure laws with regard to public smoking.

Lynn Tacher, 8031 St. James Way, inquired about signage for the smoking ban, and about trash receptacles.

Leisure Services Manager Troy Shonk informed those present that smoking ban language will be added to existing park signs.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FIRST READING OF ORDINANCE NO. 2022-15; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

3. Request approval of First Reading of Ordinance No. 2022-16, Amending Chapter 8, Animals, of the Code of Ordinances

City Attorney Sutphen read Ordinance No. 2022-16 by title only.

ORDINANCE NO. 2022-16

**AN ORDINANCE OF THE CITY OF MOUNT DORA,
FLORIDA, AMENDING THE CITY OF MOUNT DORA
CODE OF ORDINANCES, CHAPTER 8,
ANIMALS; PROVIDING FOR LEGISLATIVE FINDINGS
AND INTENT; PROVIDING FOR AMENDMENTS TO**

CHAPTER 8, ANIMALS; 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.

City Attorney Sutphen explained the purpose of the Ordinance, which would go into effect on October 1, 2022. The Ordinance removes from the existing Code of Ordinances all of the matters related to animal control which will be assumed by Lake County and no longer performed by the City. Remaining in the code are the animal control matters and animal-related regulations that will still be undertaken or administered by the City. The impact and benefits of the Ordinance were discussed. Interim Police Chief Michael Gibson, City Manager Comiskey, and City Attorney Sutphen provided further information about the effects of the Ordinance. Interim Chief Gibson informed those present that Mount Dora statistics related to this matter are available. No Mount Dora officers were absorbed by the county.

Mayor Stile opened public comment.

No one spoke.

Mayor Stile closed public comment.

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE FIRST READING OF ORDINANCE NO. 2022-16; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

CITY MANAGER'S REPORT

City Manager Comiskey provided updates regarding the Lakes of Mount Dora traffic signal and Rails to Trails. He recognized the special accomplishments of Interim Finance Director Rita Meade and the entire Finance Department regarding the chart of accounts modification.

CITY ATTORNEY'S REPORT

No report.

COMMUNICATIONS AND REPORTS

1. Council Member Doug Bryant
Councilmember Bryant commented favorably regarding changes to Donnelly Park.
2. Council Member John Cataldo
Councilmember Cataldo invited Economic Development Manager Misty Sommer and Cultural and Special Events Manager Chris Carson to join him in announcing upcoming events to be held in the Highland district.
3. Council Member Austin Guenther
Councilmember Guenther commended the performance of the Mount Dora Police Department in relation to the recent shooting.
4. Council Member Cal Rolfson
Councilmember Rolfson commented favorably regarding streetlights on 441. He also commended the police department regarding the shooting and mentioned fundraising for the synagogue.
5. Council Member Nate Walker
Councilmember Walker mentioned the upcoming Cauley Lott Golf Tournament, the recently held camp at Bethel Church, and his pleasure at partnering with the City for such events.
6. Vice-Mayor Marc Crail
No report.
7. Mayor Crissy Stile
Mayor Stile read an email she received from First National Bank of Mount Dora, which praised the Mount Dora Police Department and Lake County Sheriff's Office for their performance in relation to the recent shooting.

FUTURE MEETING DATES

1. July 25, 2022, 10:00 AM, Work Session

2. August 2, 2022, 6:00 PM, Regular Session
3. August 16, 2022, 6:00 PM, Regular Session
4. August 29, 2022, 10:00 AM, Work Session

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 7:36 PM.

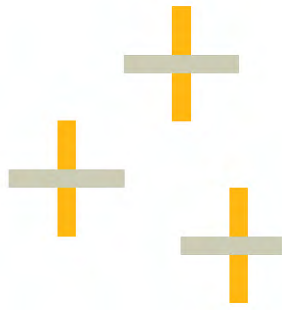
CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND
Deputy City Clerk

EXHIBIT A

CITY OF MOUNT DORA

Audit Results for the
Fiscal Year Ended
September 30, 2021



Audit Engagement – What Did We Do?

Financial Audit

Financial Statements and Independent Auditor's Report

Report on Internal Controls and Compliance
Affecting Financial Reporting

State of Florida Single Audit

Examination of Compliance with Florida Statute on
Investment of Public Funds

Auditor's Reports

Matter	Conclusion
Auditor's Opinion on Financial Statements and Notes	- Fairly stated in all material respects - Unmodified Opinion ("Clean" Opinion)
Internal Control, Compliance, and Other Matters required to be reported under <i>Government Auditing Standards</i>	- One recommendation related to internal control over financial reporting - No material instances of noncompliance or other matters
State of Florida Single Audit CSFA 37.077 WW Treatment CSFA 40.043 Job Growth CSFA 55.032 Economic Dev	- No material weaknesses or significant deficiencies in internal control over compliance - No material instances of noncompliance or other matters

Auditor's Reports

Matter	Conclusion
Compliance with F.S. 218.415	• The City complied, in all material respects, with compliance requirements for local government investments
Management Letter in accordance with Chapter 10.550, <i>Rules of the Auditor General</i>	• No current year findings or recommendations • No finding of financial emergency

Significant Estimates and Judgments

Certain aspects of accounting are more qualitative and thus require more judgment and estimation by management. The following items represent the most significant estimates:

- Depreciation Expense and Accumulated Depreciation
- Allowance for Doubtful Accounts
- Compensated Absences Liability
- Net Pension Asset/Liability, and Pension Related Deferred Outflows and Inflows of Resources and Expense
- Net OPEB Liability and Related Deferred Outflows, Inflows and OPEB Expense
- Allocation of Indirect Costs to various funds and functions of the City

Significant Audit Matters

Matter	Conclusion
Accounting Policies	• No significant new accounting matters were adopted during 2021 • No transactions noted for which there is a lack of authoritative guidance
Financial Statement Disclosures	• The disclosures are neutral, consistent, and clear • Significant disclosures: Pension Plans and OPEB Plan
Adjustments Detected by the Audit Process	• See handout of significant audit adjustments • We assist with pension and OPEB entries as well
Difficulties Encountered in Performing the Audit	• No significant difficulties encountered in dealing with management or performing the audit

Financial Highlights – General Fund

	2021	2020	Change
Revenues			
Taxes	9,951,135	9,550,598	400,537
Licenses and Permits	1,334,558	817,211	517,347
Intergovernmental	2,802,049	3,221,807	(419,758)
Charges for Services	1,015,505	831,080	184,425
Fines and Forfeitures	100,622	30,661	69,961
Interfund Charges	4,894,366	3,815,019	1,079,347
Other	397,773	314,817	82,956
Total Revenues	\$ 20,496,008	\$ 18,581,193	\$ 1,914,815
Expenditures			
General Government	7,989,287	5,661,690	2,327,597
Public Safety	9,174,190	8,546,102	628,088
Transportation	969,632	1,215,756	(246,124)
Culture and Recreation	3,230,272	2,544,808	685,464
Capital Outlay	108,392	327,800	(219,408)
Total Expenditures	\$ 21,471,773	\$ 18,296,156	\$ 3,175,617
Net Transfer In (Out)	\$ 2,880,654	\$ 1,771,137	\$ 1,109,517
Net Change in Fund Balance	\$ 1,904,889	\$ 2,056,174	\$ (151,285)

August 2, 2022 City Council Regular Session Agenda

Financial Highlights – General Fund

	2021	2020	Change
Total Assets	\$ 11,646,932	\$ 6,391,576	\$ 5,255,356
Total Liabilities and Deferred Inflows	\$ 4,456,996	\$ 1,106,529	\$ 3,350,467
Fund Balance			
Nonspendable	1,353,397	1,219,206	134,191
Restricted	-	-	-
Assigned	518,619	99,969	418,650
Unassigned	5,317,920	3,965,872	1,352,048
Total Fund Balance	\$ 7,189,936	\$ 5,285,047	\$ 1,904,889
Unassigned FB as a % of Total Expenditures	25%	22%	

Financial Highlights – Enterprise Funds

	2021	2020	Change
Revenues			
Electric	9,355,489	9,472,881	(117,392)
Water/Wastewater	12,760,625	11,600,336	1,160,289
Sanitation	2,385,059	2,108,034	277,025
Stormwater	1,294,888	1,097,604	197,284
Cemetary	-	83,290	(83,290)
Total Revenues	\$ 25,796,061	\$ 24,362,145	\$ 1,433,916
Expenses			
Purchased Power	4,827,412	5,139,886	(312,474)
Plant Operations	2,697,629	2,521,646	175,983
Distribution and Collection	5,450,572	5,519,576	(69,004)
General and Administration	6,380,324	5,079,880	1,300,444
Depreciation	3,480,505	3,188,338	292,167
Total Expenses	\$ 22,836,442	\$ 21,449,326	\$ 1,387,116
Operating Income	\$ 2,959,619	\$ 2,912,819	\$ 46,800
Nonoperating Revenue (Expense)	\$ 741,736	\$ 305,263	\$ 436,473
Chng in NP Before Capital Contributions	\$ 3,701,355	\$ 3,218,082	\$ 483,273
Capital Contributions	3,287,364	1,306,662	\$ 1,980,702
Net Transfers In (Out)	\$ (3,953,355)	\$ (3,226,751)	\$ (726,604)
Change in Net Position	\$ 3,035,364	\$ 1,297,993	\$ 1,737,371

Financial Highlights – Enterprise Funds

	2021	2020	Change
Assets			
Current and Other Assets	18,043,324	18,050,992	(7,668)
Restricted Assets	9,114,539	16,182,026	(7,067,487)
Capital Assets, Net & Deferred Outflows	67,841,972	64,551,339	3,290,633
Total Assets and Deferred Outflows	\$ 94,999,835	\$ 98,784,357	\$ (3,784,522)
Liabilities			
Current Liabilities	5,646,897	5,014,895	632,002
Long-term Liabilities and DI	\$ 22,042,057	\$ 29,793,945	(7,751,888)
Total Liabilities and Deferred Inflows	\$ 27,688,954	\$ 34,808,840	\$ (7,119,886)
Net Position			
Net Investment in Capital Assets	48,923,097	47,499,468	1,423,629
Restricted	7,762,319	5,684,207	2,078,112
Unrestricted	10,625,465	11,091,842	(466,377)
Total Net Position	\$ 67,310,881	\$ 64,275,517	\$ 3,035,364

Unrestricted NP as a % of Total Expenses	46.5%	51.7%
---	--------------	--------------

Financial Highlights – Pensions

	General	Fire	Police
Additions			
Contributions	445,100	655,650	687,479
Investment Earnings	2,524,027	1,952,655	2,942,373
Total Additions	\$ 2,969,127	\$ 2,608,305	\$ 3,629,852
Deductions			
Benefit Payments	1,376,074	561,961	568,420
Administrative Expenses	34,659	32,903	40,353
Total Deductions	\$ 1,410,733	\$ 594,864	\$ 608,773
Change Net Position	\$ 1,558,394	\$ 2,013,441	\$ 3,021,079
Investment Rate of Return	14.75%	20.32%	22.58%
Actuarial Rate of Return	6.50%	7.00%	7.50%

Financial Highlights – Pensions

	General	Fire	Police
Total Assets	\$ 19,109,869	\$ 11,505,979	\$ 15,923,155
Total Liabilities	\$ 107,268	\$ 7,293	\$ 10,454
Net Assets Held for Pension Benefits	\$ 19,002,601	\$ 11,498,686	\$ 15,912,701
Total Pension Liability at 9/30/21	\$ 19,029,397	\$ 11,668,646	\$ 14,725,549
Funded % at 9/30/21	99.9%	98.5%	108.1%

PURVIS GRAY

CERTIFIED PUBLIC ACCOUNTANTS

purvisgray.com

EXHIBIT B

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Guenther - Austin - William Frederick		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Mount Dora City Council	
MAILING ADDRESS 2223 Overlook Drive		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
CITY Mount Dora	COUNTY Lake	NAME OF POLITICAL SUBDIVISION: District 3	
DATE ON WHICH VOTE OCCURRED July 19, 2022		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTEE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Austin Guenther, hereby disclose that on July 19, 20 22 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☒ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

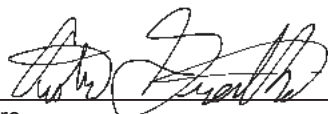
(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

1) Request adoption of Final Reading of Ordinance No. 2022-09. Change in Zoning - Daniel C. And Judith Ann McWhorter

I recused myself due to the fact that it may have inured special gain or loss to my father

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

July 19, 2022
Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

**CITY OF
MOUNT DORA, FLORIDA**

MINUTES



**July 25, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called the Regular Session of City Council to order at 10:00 a.m. in the Mount Dora Council Chambers.

Mayor Stile led the Pledge of Allegiance to the Flag.

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Jessica Burnham, City Clerk

Absent

Austin Guenther, District 3

DISCUSSION ITEMS

1. Governmental Funds Overview

Aneta Barton, Budget Officer, presented council with an overview of the items that would be discussed during the work session.

Ms. Barton explained the key drivers, which included utilities rate study and cost allocation, ROI and PILOT.

Moving on, Ms. Barton spoke about the TRIM notice and the impact on an average resident.

Ms. Barton went into details about the General Fund operating budget which is attached as "Exhibit A".

Discussion ensued on the budget increase within the Information Technology line item, code enforcement fines, and grants and aids.

Continuing, Ms. Barton discussed the Special Revenue Funds, Debt Service Fund, Impact

fees, and Capital Expenditures,

Discussion on the current development status of the public works building and the fire station took place and Capital Improvements Projects.

Ms. Barton spoke about the next steps.

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

There being no further business for discussion, the meeting adjourned at approximately 11:13 a.m.

FUTURE MEETING DATES

1. August 2, 2022, 6:00 PM, Regular Session
2. August 16, 2022, 6:00 PM, Regular Session
3. August 29, 2022, 10:00 AM, Budget Work Session
4. September 6, 2022, 6:00 PM, Regular Session

ADJOURNMENT

CRISSY STILE, MAYOR
City of Mount Dora

JESSICA BURNHAM
City Clerk



CITY OF
MOUNT
DORA

CITY OF MOUNT DORA, FL

BUDGET WORKSHOP
JULY 25TH, 2022

OVERVIEW



- ▶ Guiding principles
- ▶ Key Drivers in budget process
- ▶ General Information Update
- ▶ General Fund Budget
- ▶ Other Governmental Funds Budget
- ▶ Capital Outlay
- ▶ Capital Improvements
- ▶ Next steps
- ▶ Budget Terms

GUIDING PRINCIPLES



- ▶ Increase service levels:
 - Urban Forestry
 - Pressure-washing in addition to existing twice a year pressure-washing in Downtown Area
 - Routine street sweeping
 - Urban Beatification
- ▶ Maintain City's basic infrastructure;
- ▶ Maintain the public's safety;
- ▶ Assure compliance with all federal, state and local laws and codes;
- ▶ Retain employees - competitive pay and benefits;

FY 2022 KEY DRIVERS



CITY OF
MOUNT
DORA

- ▶ Salaries & Benefits
- ▶ Health Insurance Costs
- ▶ Property & Casualty 10% Increase based upon market trend
- ▶ Workers Compensation 15% increase before any payroll increase
- ▶ Uncertain Revenues (*Local Discretionary Sales Surtax and Communication Service Tax*)
- ▶ Inflation - CPI at 9.1% in June
- ▶ Utilities Rate Study
 - Building Division
 - Water/ Wastewater
 - Sanitation
 - Stormwater
- ▶ Cost allocation, ROI and PILOT

A green thought bubble with a black outline is positioned to the right of the Utilities Rate Study section. It contains the text: "Rate increase (if any per resolution) effective January 1st 2023".

Rate increase (if
any per resolution)
effective January
1st 2023

TRIM NOTICE



**PROPOSED
PROPERTY
TAXES
TRIM NOTICE
F.S. 200.065(2)**

AUGUST 16, 2022

This is a task performed by Lake County Property Appraiser. The TRIM notice will have the maximum millage rate shown for all taxing authorities.

IMPACT ON AVERAGE RESIDENT — CITY OF MOUNT DORA TAXES ONLY



FY21-22

Home Taxable Value \$ 261,500

Millage rate @ 5.9603	\$1,559
Fire Assessment Fee	+ \$209
City of Mount Dora Tax	= 1,768



FY22-23

Home Taxable Value \$ 269,345

Millage rate @ 5.9603	\$1,605
Fire Assessment Fee	+ \$219
City of Mount Dora Tax	= 1,824

NET INCREASE



This graphic displays what a homeowner pays in ad valorem taxes on a homesteaded property in the City of Mount Dora with an assessed value of \$311,500 (3% increase in FY22-23) less a \$50,000 Homestead Exemption.

IMPACT ON AVERAGE RESIDENT — CITY OF MOUNT DORA TAXES ONLY



Following current
Resolution already in place

	Rate	FY21-22	Rate	FY22-23 Existing Approved Resolutions	Change as status quo	Rate	FY22-23 Proposed in the budget	Change as budgeted
Home Taxable Value		\$ 261,500		\$ 269,345			\$ 269,345	
Millage rate @ 5.9603		\$ 1,559		\$ 1,605	\$ 47		\$ 1,605	\$ 47
Fire Assessment Fee		\$ 209		\$ 219	\$ 10		\$ 219	\$ 10
Sanitation \$20.95	\$	251.40	\$ 21.65	\$ 259.78	\$ 8.38	\$ 22.51	\$ 270.07	\$ 10.30
Stormwater \$ 9.50	\$	114.00	\$ 10.00	\$ 120.00	\$ 6.00	\$ 15.50	\$ 186.00	\$ 66.00
	\$45.57	\$ 2,133.02		\$ 2,204.15	\$ 71.13		\$ 1,824.38	\$ 133.05
				a year \$	25.56		a year \$	61.92
				a month \$	2.13		a month \$	5.16

A year change \$87.48
A month change \$7.29



CITY OF
MOUNT
DORA

GENERAL FUND

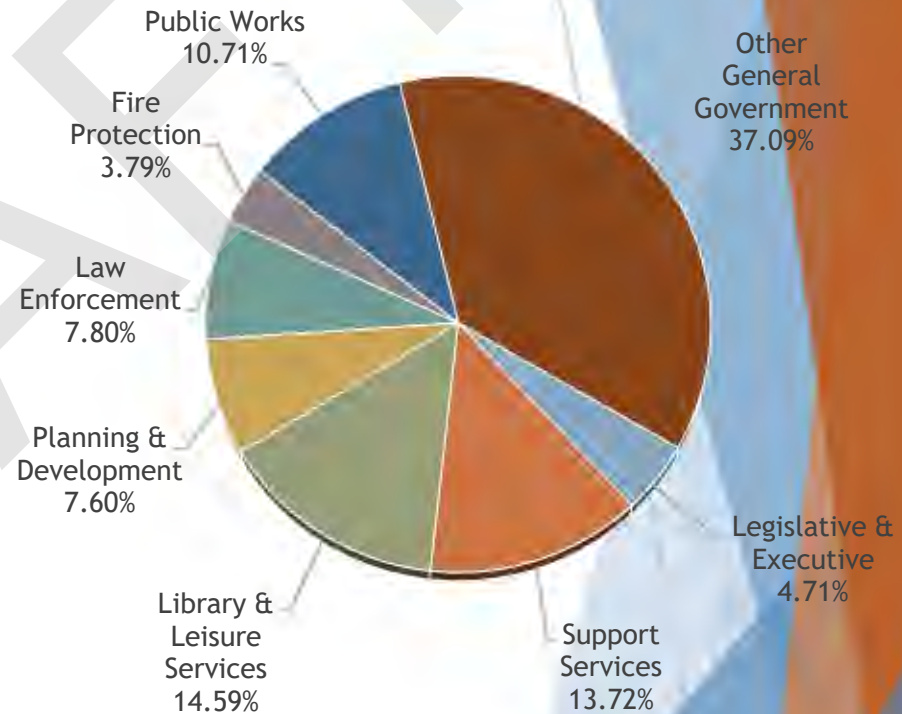
OPERATING BUDGET ONLY

GENERAL FUND DIVISIONS REQUESTED VS AS OF 7.18.22



CITY OF
MOUNT
DORA

General Fund Division Expenditures	FY 2022/23 Requested	FY 2022/23 Proposed	Variance
Legislative & Executive	\$421,854	\$457,404	\$35,550
Support Services	\$1,475,520	\$1,333,150	-\$142,370
Library & Leisure Services	\$1,428,109	\$1,418,109	-\$10,000
Planning & Development	\$688,308	\$738,308	\$50,000
Law Enforcement	\$916,499	\$757,863	-\$158,636
Fire Protection	\$433,592	\$368,592	-\$65,000
Public Works	\$1,174,972	\$1,040,682	-\$134,290
Other General Government	\$3,604,774	\$3,604,774	\$0
Total	\$10,143,628	\$9,718,882	-\$424,746



GENERAL FUND

DEPARTMENT COMPARISON OF FY 2021-22 ADOPTED AND FY 2022-23 PROPOSED



**CITY OF
MOUNT
DORA**

General Fund Division Expenditures	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Legislative & Executive	\$446,751	\$457,404	\$10,653
Support Services	\$1,046,561	\$1,333,150	\$286,589
Library & Leisure Services	\$1,098,735	\$1,418,109	\$319,374
Planning & Development	\$750,017	\$738,308	-\$11,709
Law Enforcement	\$670,997	\$757,863	\$86,866
Fire Protection	\$375,114	\$368,592	-\$6,522
Public Works	\$1,142,340	\$1,040,682	-\$101,658
Other General Government	\$3,899,755	\$3,604,774	-\$294,981
Total	\$9,430,270	\$9,718,882	\$288,612

LEGISLATIVE, EXECUTIVE AND SUPPORT SERVICES EXPENDITURES



CITY OF
MOUNT
DORA

Expenditure	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Legislation (1010)	\$80,654	\$53,774	-\$26,880
City Manager (1110)	\$29,814	\$29,644	-\$170
City Clerk (1120)	\$28,969	\$31,339	\$2,370
PIO (1130)	\$99,064	\$99,397	\$333
City Attorney (1140)	\$208,250	\$243,250	\$35,000
Finance (1210)	\$181,184	\$150,518	-\$30,666
Customer Service (1220)	\$197,844	\$228,986	\$31,142
Warehouse (1230)	\$44,608	\$45,216	\$608
Human Resources (1240)	\$51,077	\$40,477	-\$10,600
Information Technology (1250)	\$571,848	\$867,953	\$296,105
Total	\$1,493,312	\$1,790,554	\$297,242

LIBRARY, SIMPSON FARMHOUSE & HISTORIC MUSEUM REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

Revenues	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Library, Simpson Farmhouse & Historic Museum (0000)	\$283,961	\$274,348	-\$9,613
Total	\$623,078	\$1,044,023	-\$9,613

Expenditure	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Library, Simpson Farmhouse & Historic Museum (1330)	\$98,226	\$148,455	\$50,229
Total	\$98,226	\$148,455	\$50,229

LEISURE SERVICES REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

Revenues	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Recreation, Pool and City Programs (0000)	\$852,464	\$1,158,697	\$306,233
Total	\$852,464	\$1,158,697	\$306,233

Expenditure	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Leisure Services Admin (1310)	\$1,045	\$1,000	-\$45
Facility Care (1320)	\$110,053	\$92,976	-\$17,077
Recreation, Pool and City Programs (1340)	\$464,426	\$716,007	\$251,581
Parks & Community Building (1350)	\$424,985	\$459,671	\$34,686
Total	\$1,000,509	\$1,269,654	\$269,145

NET = \$37,088

LEISURE SERVICES

DETAIL REVENUES



CITY OF
MOUNT
DORA

Revenues	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Recreation, Pool and City Programs (1340)	\$852,464	\$1,158,697	\$306,233
<i>Before/After Care</i>	232,000	317,100	85,100
<i>Camps</i>	177,475	229,910	52,435
<i>State Grant</i>	-	138,250	138,250
<i>Sponsorships - Vendor Events</i>	61,400	136,297	74,897
<i>Recreation Fees - Tickets</i>	-	94,000	94,000
<i>Recreation Fees - Rentals</i>	74,227	91,500	17,273
<i>Recreation Fees - Sponsorships/Donations</i>	36,500	55,500	19,000
<i>Athletics</i>	50,740	50,740	-
<i>Aquatics & Wellness</i>	27,814	35,000	7,186
<i>Recreation Fees - Vendors</i>	192,308	10,400	(181,908)

PLANNING & DEVELOPMENT REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

Revenues	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Permits	\$0	\$150,000	\$150,000
Engineering Fees Reimbursement	\$75,000	\$100,000	\$25,000
Developers' Review Fees	\$75,000	\$20,000	-\$55,000
Code Enforcement Fines	\$500	\$10,000	\$9,500
Total	\$150,500	\$280,000	\$129,500

Expenditure	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Planning & Development (1610)	\$552,670	\$503,275	-\$49,395
Economic Development (1620)	\$136,047	\$164,628	\$28,581
Code Compliance (5230)	\$61,300	\$70,405	\$9,105
Total	\$750,017	\$738,308	-\$11,709

LAW ENFORCEMENT REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

*Includes
Internal Loan
Repayment of
\$325,308 from
Police Impact*

Revenues	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Intergovernmental	\$318,012	\$456,169	\$138,157
Charges for Services	\$346,789	\$298,667	-\$48,122
Fines & Forfeitures	\$19,737	\$19,737	\$0
Total	\$684,538	\$774,573	\$90,035

Expenditure	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Law Enforcement Operations (1710)	\$665,397	\$749,163	\$83,766
Law Enforcement Communication (1720)	\$5,600	\$8,700	\$3,100
Total	\$670,997	\$757,863	\$86,866

Internal Loan

Balance as of 9/30/22	\$992,817.74
Paid up to 6/30/2022	\$190,859.63
NET	\$801,958.11

FIRE PROTECTION – GENERAL REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

Revenues	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Intergovernmental	\$1,118,507	\$852,462	-\$266,045
Charges for Services	\$4,788	\$0	-\$4,788
Total	\$1,123,295	\$852,462	-\$270,833

Expenditure	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Fire (1810)	\$375,114	\$368,592	-\$6,522
Total	\$375,114	\$368,592	-\$6,522

PUBLIC WORKS AND OTHER GENERAL GOVERNMENT EXPENDITURES



Public Works

Expenditure	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Building Maintenance (1510)	\$452,486	\$333,383	-\$119,103
Road & Street Facilities (1520)	\$689,854	\$707,299	\$17,445
Total	\$1,142,340	\$1,040,682	-\$101,658

Other General Government

Expenditure	FY 2021/22 Adopted	FY 2022/23 Proposed	Variance
Operating	\$1,173,562	\$1,288,917	\$115,355
Tax Increment	\$1,069,014	\$1,271,214	\$202,200
Other Uses	\$512,255	\$424,220	-\$88,035
Transfer to Debt	\$319,481	\$319,402	-\$79
Capital Outlay	\$186,163	\$295,171	\$109,008
Grants and Aids	\$154,500	\$5,850	-\$148,650
Transfer to Construction	\$542,146	\$0	-\$542,146
Total	\$3,957,121	\$3,604,774	-\$352,347

SPECIAL REVENUE FUNDS



CITY OF
MOUNT
DORA

DISCRETIONARY FUND (111)

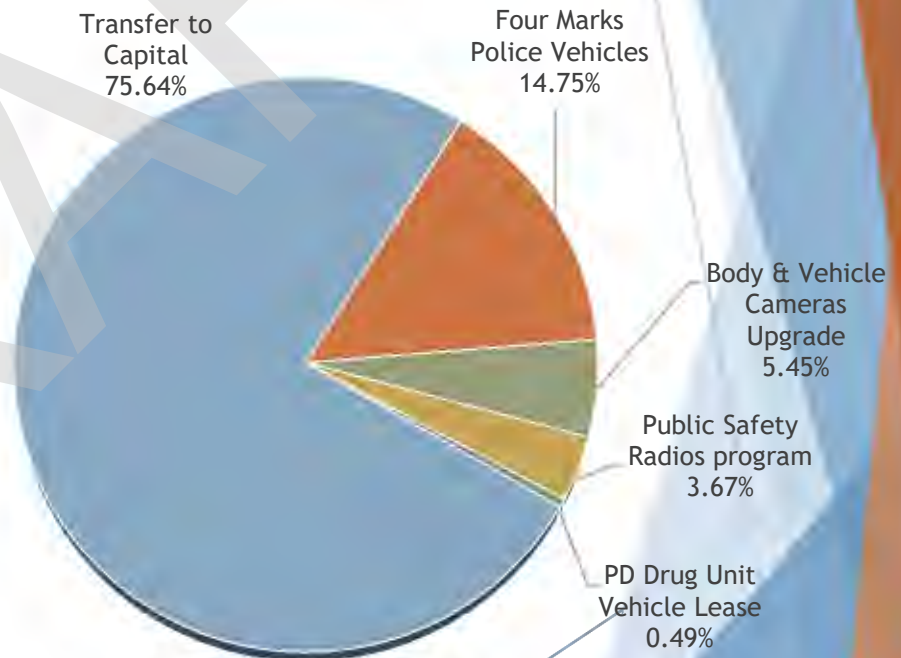
REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

REVENUES	FY 2022/23 Proposed	% of Total
Sales & Use Tax	\$1,611,000	89.59%
Carryover	\$187,097	10.41%
Total	\$1,798,097	100%

EXPENDITURE	FY 2022/23 Proposed	% of Total
Transfer to Capital	\$1,360,000	75.64%
Four Marks Police Vehicles	\$265,200	14.75%
Body & Vehicle Cameras Upgrade	\$98,000	5.45%
Public Safety Radios program	\$66,000	3.67%
PD Drug Unit Vehicle Lease	\$8,897	0.49%
Total	\$1,798,097	100.00%



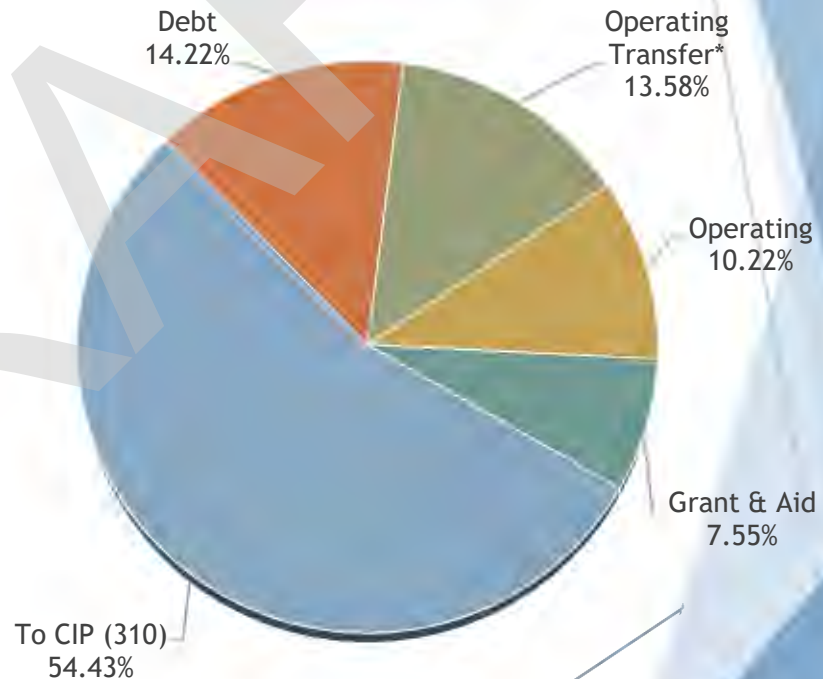
COMMUNITY REDEVELOPMENT AGENCY FUND (117) REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

REVENUES	FY 2022/23 Proposed	% of Total
Intergovernmental	\$1,574,227	52.81%
Fund Balance/Reserves	\$1,406,969	47.19%
Total	\$2,981,196	100%

EXPENDITURE	FY 2022/23 Proposed	% of Total
To CIP (310)	\$1,622,767	54.43%
Debt	\$423,959	14.22%
Operating Transfer*	\$404,869	13.58%
Operating	\$304,601	10.22%
Grant & Aid	\$225,000	7.55%
Total	\$2,981,196	100%



* Cost allocation, Insurance, CRA management - overhead

NORTHEAST COMMUNITY REDEVELOPMENT AGENCY FUND (118) REVENUES & EXPENDITURES

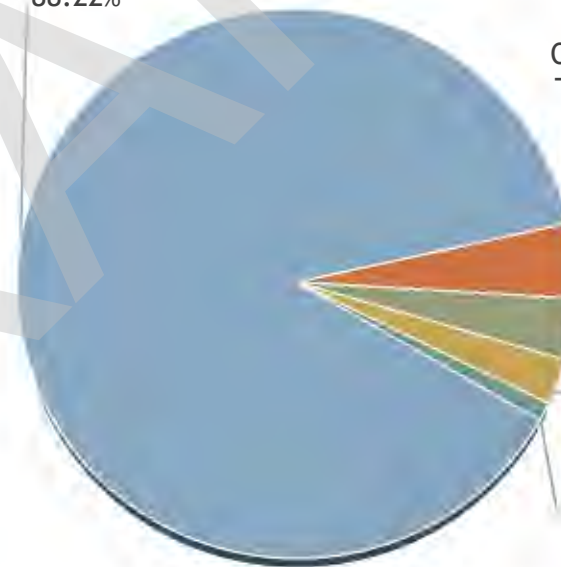


CITY OF
MOUNT
DORA

REVENUES	FY 2022/23 Proposed	% of Total
Debt Proceeds	\$3,000,000	46.46%
Fund Balance/Reserves	\$1,499,007	23.21%
Grant	\$1,000,000	15.49%
Intergovernmental	\$958,426	14.84%
Total	\$6,457,433	100%

EXPENDITURE	FY 2022/23 Proposed	% of Total
Capital	\$5,696,708	88.22%
Operating Transfer*	\$283,388	4.39%
Operating	\$232,857	3.61%
Grant & Aids	\$175,000	2.71%
Debt	\$69,480	1.08%
Total	\$6,457,433	100%

Capital
88.22%



Operating
Transfer*
4.39%

Operating
3.61%

Grant & Aids
2.71%

Debt
1.08%

* Cost allocation, Insurance, CRA management - overhead

BUILDING DIVISION FUND (123)

REVENUES & EXPENDITURES

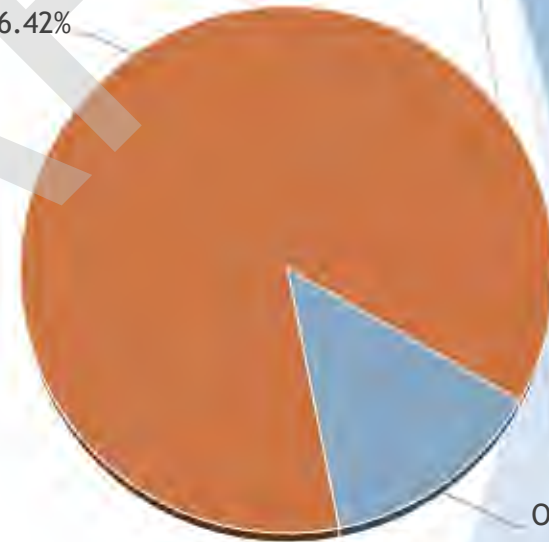


CITY OF
MOUNT
DORA

REVENUES	FY 2021/22 Proposed	% of Total
Licenses & Permits	1,100,000	34.15%
Charges for Services	86,045	2.67%
Fund Balance/Reserves	2,034,996	63.18%
Total	\$3,221,041	100%

EXPENDITURE	FY 2021/22 Proposed	% of Total
Operating	437,400	13.58%
Inter-fund Transfer	2,783,641	86.42%
Total	\$3,221,041	100%

Inter-fund
Transfer
86.42%



Operating
13.58%

FIRE ASSESSMENT FEE FUND (131)

REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

Fire Assessment fee is currently \$219 per residential unit.

REVENUES

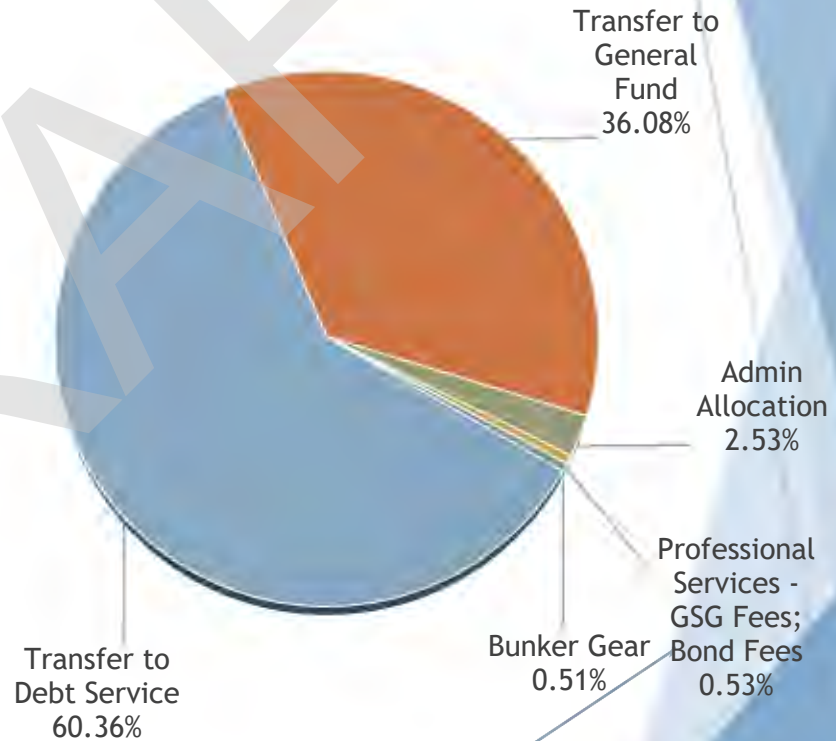
	FY 2022/23 Proposed	% of Total
Fire Assessment Fee	1,977,675	100.00%
Total	\$1,977,675	100.00%

Fire Assessment Fee	1,977,675	100.00%
Total	\$1,977,675	100.00%

EXPENDITURE

	FY 2022/23 Proposed	% of Total
Transfer to Debt Service	1,193,763	60.36%
Transfer to General Fund	713,462	36.08%
Admin Allocation	50,000	2.53%
Professional Services - GSG Fees; Bond Fees	10,450	0.53%
Bunker Gear	10,000	0.51%
Total	\$1,977,675	100.00%

Transfer to Debt Service	1,193,763	60.36%
Transfer to General Fund	713,462	36.08%
Admin Allocation	50,000	2.53%
Professional Services - GSG Fees; Bond Fees	10,450	0.53%
Bunker Gear	10,000	0.51%
Total	\$1,977,675	100.00%



CEMETERY (150)

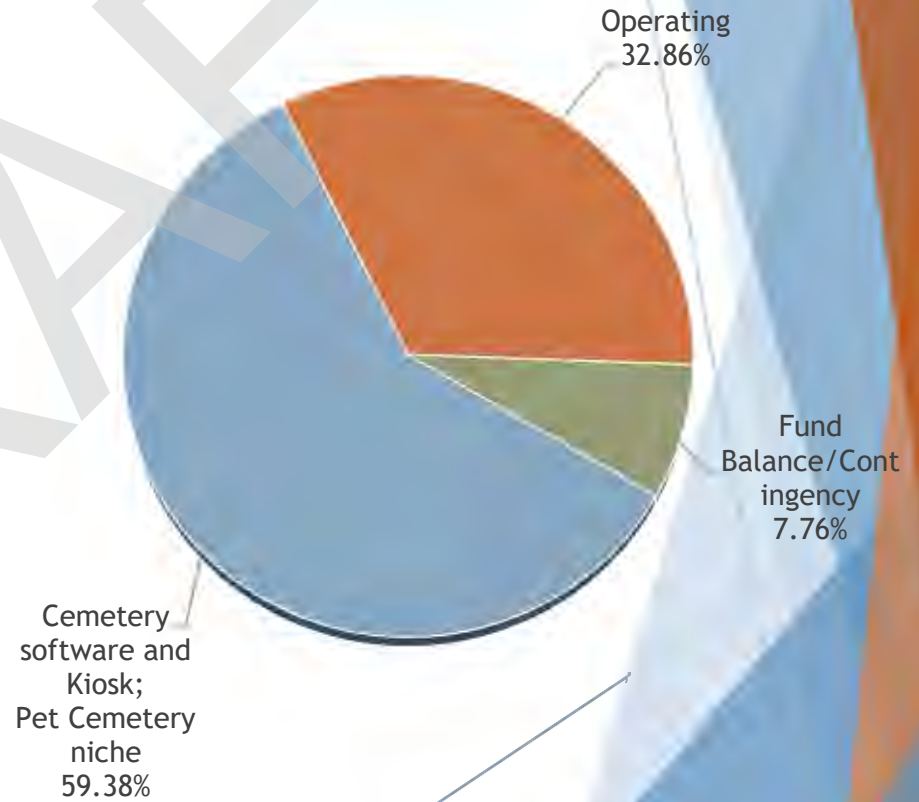
REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

REVENUES	FY 2022/23 Proposed	% of Total
Fees	\$80,000	100.00%
Total	\$80,000	100%

EXPENDITURE	FY 2022/23 Proposed	% of Total
Cemetery software and Kiosk;	\$47,500	59.38%
Pet Cemetery niche		
Operating	\$26,290	32.86%
Fund Balance/Contingency	\$6,210	7.76%
Total	\$80,000	100.00%



DEBT SERVICE FUND



CITY OF
MOUNT
DORA

DEBT SERVICE FUND (200)

REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

REVENUES	FY 2022/23 Proposed	% of Total
From General Fund (001)	\$423,611	18.11%
From N.E.CRA (118)	\$69,420	2.97%
From Fire Impact Fee (125)	\$350,000	14.96%
From Fire Assessment (131)	\$894,463	38.24%
From Electric (410)	\$242,970	10.39%
From Water/Wastewater (421)	\$323,735	13.84%
Stormwater (440)	\$34,710	1.48%
Total	\$2,338,909	100%

EXPENDITURE	FY 2022/23 Proposed	% of Total
2011 Cap. Imp. Bond Principal	\$301,500	12.89%
2012 Cap. Imp. Bond Interest	\$230,000	9.83%
2013 Cap. Imp. Bond Principal	\$17,981	0.77%
2014 Cap. Imp. Bond Interest	\$464,200	19.85%
2018 Fire Assessment Interest	\$839,463	35.89%
2018 Fire Assessment Principal	\$405,000	17.32%
Capital Imp. Revenue 2018 Note	\$53,765	2.30%
Interest	\$27,000	1.15%
Total	\$2,338,909	100.00%

*Does not
include the \$4M
loan for Fire
Stations*

IMPACT FEES



CITY OF
MOUNT
DORA

IMPACT FEES SUMMARY REVENUES & EXPENDITURES



CITY OF
MOUNT
DORA

REVENUES	FY 2022/23 Proposed	% of Total
Police Impact (124)	\$325,038	16.15%
Fire (125)	\$350,000	17.39%
Library (126)	\$687,502	34.16%
Park (127)	\$650,000	32.30%
Total	\$2,012,540	100%

EXPENDITURE	FY 2022/23 Proposed	% of Total
Police Impact (124)	\$325,038	16.15%
Debt Service	\$325,038	100.00%
Fire (125)	\$350,000	17.39%
Debt Service	\$350,000	100.00%
Library (126)	\$687,502	34.16%
To General Capital	\$188,000	27.35%
Library Collection	\$93,000	13.53%
Reserves	\$406,502	59.13%
Park (127)	\$650,000	32.30%
To General Capital	\$650,000	100.00%
Total	\$2,012,540	100%

CAPITAL EXPENDITURES



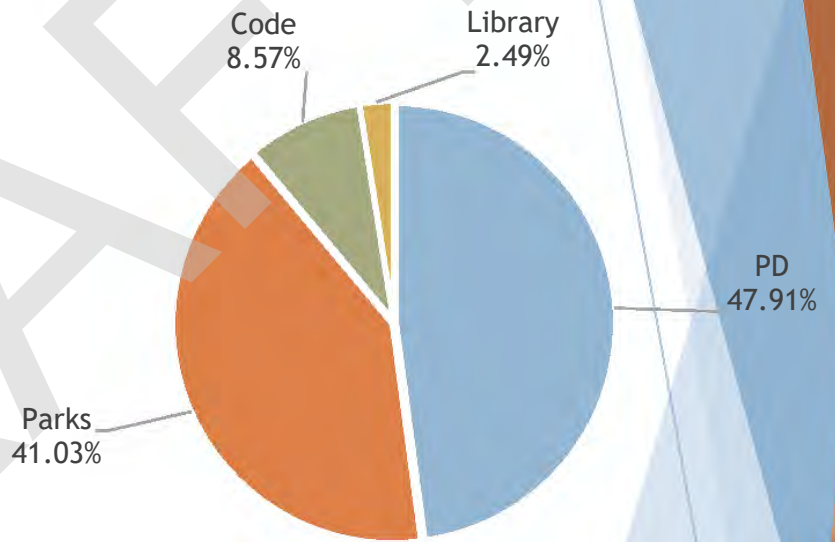
CITY OF
MOUNT
DORA

GENERAL FUND (001)

CAPITAL OUTLAY



001 - General Fund	\$	280,080	Dept.
Code Compliance Vehicle	24,000		Code
Passenger Van	75,000		Parks
60" Mower	10,550		Parks
Community Building Illuminated Sign	20,000		Parks
Greenhouse	9,364		Parks
Security Cameras	6,980		Library
Meridian Barriers	89,689		PD
Channel Combiner	11,081		PD
Fusus Software	15,000		PD
Traffic Camera System	7,000		PD
Laser Tech	11,416		PD



GENERAL CONSTRUCTION (310)

CAPITAL IMPROVEMENTS PROGRAM



CITY OF
MOUNT
DORA

Dept.	Project #	Project Name	New Projects 2022-23
New Projects or Additional Funding - New monies			
Parks	CL2001	Cauley Lott and Lillie Park- continuation	120,000
Parks	NEW	Frank Brown Expansion	70,500
Library	LI2303	Simpson Farmhouse Expansion	15,000
Library	LI2207	Forest Preserve - continuation	65,000
Library	LI2304	Library Shelving Expansion	68,000
Library	LI2305	Manga and DAD Shelving Expansion	40,000
IT	NEW	IT - Fiber Upgrades - FY22-23	540,685
CRA	CR1801	Existing Streetscape Repair and Enhancement Construction	275,000
CRA	CR2109	Parking Solution per the Redevelopment Plan	840,000
CRA	NEW	Downtown Streetscape - Future Phases Plan	300,000
CRA	CRA010	Signage	30,000
CRA	CRA013	Information Kiosks	150,000
NE-CRA	NE2210	Community Resource & Recreation Center Construction	4,793,208
NE-CRA	NE2210	Community Resource & Recreation Center Phase II - Construction drawings	498,500
NE-CRA	NE2110	20th Ave. Extension	150,000
NE-CRA	NCR001	Property purchase per redevelopment plan	150,000
NE-CRA	NE2112	Signage and Community Beautification	45,000
NE-CRA	NE2111	Northeast Streetlight Enhancement Program	30,000
NE-CRA	NE2113	Information Kiosks	30,000
CM	NEW	Park at Lancaster by Villages at Loch Leven	500,000
CM	NEW	Bathrooms at Lincoln Park	150,000
PW	CP0809	Roads Resurfacing	250,000
PW	PL2001	Traffic Calming	90,000
PW	RS2105	Pedestrian Crossings	60,000
PW	RS2204	Tree Replacement Program	45,000
PW	NEW	Donnelly Street Repaving	815,000
PW	NEW	City Hall Roof Replacement	150,000
Economic Dev.	EC2107	Vista Ridge Dr. Design and Construction	25,000
PW	NEW	4th Ave Dock Rebuild	75,000
Building Division	NEW	City Hall Spatial Optimization Renovation	100,000

Building Division NEW Building/Land purchase for Building Division

2,500,000

August 2, 2022 City Council Regular Session Agenda

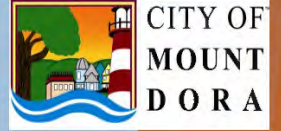
Page 73 of 216

TOTAL USES

\$

- \$ 12,970,893

NEXT STEPS



► Budget Workshops

- Final Budget Workshop - August 29th - 10:00 am

► Trim Notice - August 16th 2022

► Public Hearings

- Fire Assessment September 6th - 6:00 pm
- 1st Tuesday September 6th - 6:00 pm (Adopt Tentative Millage and Budget)
- 2nd Tuesday September 20th - 6:00 pm (Adopt Final Millage and Budget)



CITY OF
MOUNT
DORA

QUESTIONS

??



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

DATE: August 2, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval to waive fees for Mount Dora Pop Warner

Introduction:

This is a request for City Council to waive fees associated with Mount Dora Pop Warner Football League's use of the Frank Brown multipurpose field for four (4) games in September and October of 2022.

Discussion:

Pop Warner is a non-profit youth football and cheer organization that provides extracurricular sporting activities for local youth. The Mount Dora Pop Warner league uses the Frank Brown Sports Complex multipurpose field for their home games four times per year. The City Fee Schedule adopted as part of Resolution 2022-03 states, "only City Council may reduce said fees below the cost and expenses incurred by the City." It is being requested that the City waive the fees related to Pop Warner's use of the fields for their four September/October games. A receipt listing the details of fees being charged to Pop Warner is included in Attachment #1.

Budget Impact:

The amount proposed to be waived is \$580.00. This includes an all day rental fee of \$100.00 for each occasion, a field lining fee of \$20.00 for each occasion, and a one-time security deposit of \$100.00.

Strategic Impact:

2.3.2 Increase engagement and collaboration with residents.

Recommendation:

Council consider waiving the fees for the Pop Warner Football League for the mentioned events.

Attachment(s):

1. Attachment 1 Mount Dora Pop Warner Rental Fees Facility Permit 3647 2022-07-25-15-58-36

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Troy Shonk, Leisure Services Administrator
Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 7/27/2022

Approved - 7/27/2022

Approved - 7/27/2022

Approved - 7/27/2022

Final Approval - 7/27/2022



**CITY OF
MOUNT
DORA**

1995 N. Donnelly Street
Mount Dora, FL 32757
352-735-7180
<https://ci.mount-dora.fl.us>

PERMIT #3647

Authorized On: 07/25/2022 03:39 PM

NOTE: Rental

Location

Frank Brown Sports
Complex
1245 Pine Ave
Mount Dora, FL 32757

Permit Holder

MOUNT DORA YOUTH FOOTBALL LEAGUE,
INC'
PO BOX 935
Mount Dora, FL 32756

Authorized Agent

Amanda Ferguson
352-735-7180
parksandrec@cityofmounddora.com
<https://ci.mount-dora.fl.us>

RESERVATIONS

Location	Facility	Date	Time	Hours	Fee
Frank Brown Sports Complex	Multipurpose Field	Sat, Sep 3rd 2022	All Day	0.00	\$100.00
	Addons	Security Deposit			\$100.00
		Field Lining			\$20.00
		Addons Total			\$120.00
Frank Brown Sports Complex	Multipurpose Field	Sat, Sep 24th 2022	All Day	0.00	\$100.00
	Addons	Field Lining			\$20.00
		Addons Total			\$20.00
Frank Brown Sports Complex	Multipurpose Field	Sat, Oct 1st 2022	All Day	0.00	\$100.00
	Addons	Field Lining			\$20.00
		Addons Total			\$20.00
Frank Brown Sports Complex	Multipurpose Field	Sat, Oct 8th 2022	All Day	0.00	\$100.00
	Addons	Field Lining			\$20.00
		Addons Total			\$20.00
TOTAL:					\$580.00

CHARGES

LOCATION	FACILITY	DESCRIPTION	TOTAL PAID		BALANCE DUE
Frank Brown Sports Complex	Multipurpose Field	Sep 3, 2022 12:00 AM-Sep 4, 2022 12:00 AM	\$100.00	\$0.00	\$100.00
Frank Brown Sports Complex	Multipurpose Field	Security Deposit	\$100.00	\$0.00	\$100.00

LOCATION	FACILITY	DESCRIPTION	TOTAL PAID		BALANCE DUE
Frank Brown Sports Complex	Multipurpose Field	Field Lining	\$20.00	\$0.00	\$20.00
Frank Brown Sports Complex	Multipurpose Field	Sep 24, 2022 12:00 AM-Sep 25, 2022 12:00 AM	\$100.00	\$0.00	\$100.00
Frank Brown Sports Complex	Multipurpose Field	Field Lining	\$20.00	\$0.00	\$20.00
Frank Brown Sports Complex	Multipurpose Field	Oct 1, 2022 12:00 AM-Oct 2, 2022 12:00 AM	\$100.00	\$0.00	\$100.00
Frank Brown Sports Complex	Multipurpose Field	Field Lining	\$20.00	\$0.00	\$20.00
Frank Brown Sports Complex	Multipurpose Field	Oct 8, 2022 12:00 AM-Oct 9, 2022 12:00 AM	\$100.00	\$0.00	\$100.00
Frank Brown Sports Complex	Multipurpose Field	Field Lining	\$20.00	\$0.00	\$20.00
TOTAL:			\$580.00	\$0.00	\$580.00

PROMPT RESPONSES

Location	Facilities	Date	Days
Frank Brown Sports Complex	Multipurpose Field	09/03/2022-10/08/2022	Sat

#1 - Will alcohol be sold or served at this event? * If alcohol is distributed at the event, a liability insurance policy in the amount of \$1,000,000 , naming the City of Mount Dora as a certificate holder is required. * Documentation of coverage must be presented to our office at least fourteen (14) days prior to the event. * The City reserves the right to require policy coverage for any event as it deems appropriate. * If alcohol is sold , a catering license will be required in addition to the liability insurance policy coverage if necessary. ***If you are serving alcohol YOUR REQUEST WILL NOT BE PROCESSED until your license and liability insurance is received by the facility rental department. Please bring it to W. T. Bland Library for processing. ***

Response: No

Frank Brown Sports Complex	Multipurpose Field	09/03/2022-10/08/2022	Sat
----------------------------	--------------------	-----------------------	-----

#2 - Purpose of use? (example; child's birthday party, wedding reception, etc.)

Response: football games

Frank Brown Sports Complex	Multipurpose Field	09/03/2022-10/08/2022	Sat
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#3 - Will tents or other rental equipment be used at this event?

Response: No

Frank Brown Sports Complex	Multipurpose Field	09/03/2022-10/08/2022	Sat
----------------------------	--------------------	-----------------------	-----

#4 - To purchase field lining or lights, you MUST contact the Leisure Services Department at 352-735-7183. If you do not organize with the department, lights will not be on and the fields will not be lined.

Response: Agreed

Frank Brown Sports Complex	Multipurpose Field	09/03/2022-10/08/2022	Sat
----------------------------	--------------------	-----------------------	-----

#5 - All facility rental waivers and agreements are completed digitally. There is no need to mail, e-mail or bring the signed agreements, as they are saved to this website with your reservation.

Response: Agreed

Frank Brown Sports Complex	Multipurpose Field	09/03/2022-10/08/2022	Sat
----------------------------	--------------------	-----------------------	-----

#6 - Will you be collecting revenue or charging a fee to attend this event?

Response: No

Frank Brown Sports Complex	Multipurpose Field	09/03/2022-10/08/2022	Sat
----------------------------	--------------------	-----------------------	-----

#7 - Any rental of a City facility requires at \$100 security deposit. This deposit is to ensure the location being rented is left clean and undamaged. If the location is not clean or has been damaged, the City has the right to retain the security deposit. Once the rental has been completed, the City has a minimum of 30 business days to process the refund of a security deposit, minus a \$5 processing fee.

Response: Agreed

For any problems concerning the building, contact the W.T. Bland Library (352) 735-7183 during business hours or Police Dispatch at (352) 735-7030 during evening or weekend events.



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

DATE: August 2, 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 Charter Board for Round Lake Elementary School and the City of Mount Dora for School Resource Officer Program 2022-2023

Introduction:

This is a request for City Council to approve a renewal of a yearly agreement between The Charter Board for Round Lake Elementary School and The City of Mount Dora for the 2022-2023 School Resource Officer (SRO) Program.

Discussion:

This is an agreement to provide an SRO to Round Lake Charter Elementary School to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community, and school property.

Budget Impact:

Reimbursement of \$69,781 in salary and benefits for the Mount Dora police officer serving as SRO during the school year.

Strategic Impact:

Goal 2: Public Safety

Partnership between The City of Mount Dora and The Charter Board for Round Lake Elementary School provides a safe environment for students, faculty, and staff and allows for positive relationship-building between the SRO and students.

Recommendation:

City Council approve the agreement between The Charter Board for Round Lake Elementary School and The City of Mount Dora for the School Resource Officer (SRO) Program 2022-

2023.

Attachment(s):

1. Round Lake Charter SRO.2022.SGS (ADA)

Prepared by:	Alivia Rehn , Administrative Assistant	
Reviewed by:	Michael Gibson, Interim Chief of Police	Approved - 7/21/2022
	Rita Meade, Deputy Finance Director	Approved - 7/21/2022
	Sherry Sutphen, City Attorney	Approved - 7/26/2022
	Jessica Burnham, City Clerk	Approved - 7/26/2022
	Jeanann Hand, Deputy City Clerk	Approved - 7/26/2022
	Patrick Comiskey, City Manager	Final Approval - 7/27/2022

**AGREEMENT BETWEEN THE CHARTER BOARD FOR ROUND LAKE
ELEMENTARY SCHOOL, MOUNT DORA, FLORIDA
AND THE CITY OF MOUNT DORA, FLORIDA
FOR SCHOOL RESOURCE OFFICER PROGRAM**

This **AGREEMENT** is entered into by and between the **City of Mount Dora, Florida**, a Florida municipal corporation, hereinafter referred to as "LAW ENFORCEMENT AGENCY" and the CHARTER BOARD for **Round Lake Elementary School, Mount Dora, Florida**, a charter school board of the State of Florida, hereinafter referred to as "CHARTER BOARD".

WITNESSETH:

WHEREAS, the CHARTER BOARD is seeking a School Resource Officer (SRO) for Round Lake Elementary School to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place a Mount Dora Police Officer at the designated elementary school for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide one (1) sworn Mount Dora Police Officer who is certified pursuant to Section 943.10(1) *Florida Statutes* to the CHARTER BOARD to act as an SRO at the designated elementary school under the terms and conditions of this Agreement.

1. **Term of Agreement.** The term of this Agreement shall be for the next school year, beginning August 10th, 2022 through the last school day of June 9, 2023.

2. **Scope.** The LAW ENFORCEMENT AGENCY shall assign an SRO to the designated elementary school. The SRO shall interact with students and provide security at the designated elementary school. In addition, the SRO shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

3. **Background Investigations.** The LAW ENFORCEMENT AGENCY represents and warrants to the CHARTER BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide the CHARTER BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the CHARTER BOARD, its officers, agents and employees from any liability in the form of physical injury,

death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. The LAW ENFORCEMENT AGENCY to the CHARTER BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

4. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement to the CHARTER BOARD. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SRO to the school principal of the designated elementary school.

5. Dismissal and Replacement of the SRO.

A. By the LAW ENFORCEMENT AGENCY: The LAW ENFORCEMENT AGENCY may dismiss or reassign SRO with or without cause. In the event of the resignation, dismissal, or reassignment of the SRO, or in the case of long-term absences by the SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO. Such replacement shall be assigned within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment of the current SRO. The LAW ENFORCEMENT AGENCY agrees to assign a permanent replacement as soon as practical.

B. By Chairman: In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Chairman's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Chairman's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Chairman that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Chairman, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Chairman and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Hours of Assignment. The SRO will be stationed at the designated elementary school for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the school principal and as approved by the LAW ENFORCEMENT AGENCY.

7. Additional Hours of Assignment. Additional hours of assignment during a two-week pay period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the school principal. If the additional hours worked require that overtime be paid to the SRO, the CHARTER BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

8. Off Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

9. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the designated elementary school to respond to emergency situations as determined in the sole judgement and discretion of the LAW ENFORCEMENT AGENCY.

10. Supervising Authority. During the term of this Agreement, the SRO assigned shall remain a City employee under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SRO will report to the respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day, for up to eighty (80) hours for the officer per two-week period. The SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

11. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to the SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

12. Vehicle. The LAW ENFORCEMENT AGENCY will provide a vehicle for SRO if or when determined necessary by the LAW ENFORCEMENT AGENCY.

13. Compensation. The CHARTER BOARD will pay the CITY OF MOUNT DORA the sum of Sixty-Nine Thousand Seven Hundred and Eighty-One Dollars (\$69,781) for services of the one (1) SRO provided pursuant to this Agreement. Such compensation shall be invoiced to the CHARTER BOARD by the CITY OF MOUNT DORA in equal quarterly installments (September, November, February, and May of each year) commencing on the 1st day of September, 2022. Invoices shall be paid by the CHARTER BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then

the CITY OF MOUNT DORA agrees that the CHARTER BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

14. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

CHARTER BOARD: Jason Short, Chairman Charter Board
c/o Round Lake Elementary
31333 Round Lake Road
Mount Dora, FL 32757

LAW ENFORCEMENT AGENCY: Michael Gibson, Interim Chief of Police
Mount Dora Police Department
1300 N. Donnelly Street
Mount Dora, FL 32757

Upon termination pursuant to this subsection, payment will be made by the CHARTER BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

15. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Charter Board of Lake County, Florida and the City of Mount Dora on this day ____ of _____, 2022.

THE CHARTER BOARD OF
LAKE COUNTY, FLORIDA

Attest: _____

By: _____

By: _____

_____, Chairperson

Approved: _____

Date: _____

Charter Board Attorney

CITY OF MOUNT DORA, FLORIDA

Attest: _____

Jessica Burnham, City Clerk

By: Crissy Stile, Mayor

Approved: _____

Sherry G. Sutphen, City Attorney

Date: _____

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SRO, the SRO shall have the following specific duties and responsibilities:

1. The SRO shall at all times perform his/her duties in accordance with Mount Dora Police Department's standard operating procedures.
2. The SRO shall serve as a resource instructor providing programs in crime prevention that encourage students to become responsible citizens.
3. The SRO shall also assist in the orderly flow of traffic on school grounds.
4. The SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Mount Dora Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however activities conducted by the SRO which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. The SRO shall be at his/her school during normal school hours of operation. During times that the SRO is unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor.
7. The SRO shall perform such duties as directed by his/her agency when school is not in session. The principal or his designee shall advise the Officer's supervisor of the school's calendar.
8. The SRO may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SRO shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The SRO will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SRO shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SRO and the designed school principal. While school is in session, the SRO shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.

12. The SRO will serve as a referral resource for students, faculty and parents to community agencies.

13. The SRO will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SRO shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SRO will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.

16. The SRO shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.

17. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SRO for any violations of the law, and the SRO shall determine whether law enforcement action is appropriate.

18. The SRO shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SRO shall take appropriate Law Enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO shall advise the principal before requesting additional law enforcement assistance on campus.

19. The SRO shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.

20. The SRO shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the CHARTER BOARD.

21. The SRO and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations and/or powers.

22. The SRO shall work with the school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SRO's law enforcement duties, obligations or powers.

23. The SRO shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.



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

DATE: August 2, 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 Borrelli + Partners, Inc., for Design and Engineering for the Community Resource and Recreation Center

Introduction:

This is a request for the City Council to Approve the Agreement with Borrelli Partners for Design and Engineering 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.

On June 21, 2022, the City Council approved Resolution No. 2022-42, Rankings for

Architectural and Engineering Services for the Community Resource and Recreation Center, to accept the rankings above and directed staff to negotiate with the top ranked firm, Borrelli + Partners. The attached contract outlines a two-phase design process. The first phase will include finalizing the space and use plan, schematic rendering, and architects' estimated construction costs. This Phase will take up to 120 days to complete and be funded out of the adopted FY21-22 Northeast CRA Budget. Phase 1 will cost \$385,624. Phase 2 will consist of 100% construction drawings for the facility to be constructed. Phase 2 will cost \$638,954 and will be funded out of the FY 22-23 Northeast CRA Budget. Phase 2 will take 180 days to complete, once phase 1 is completed.

Budget Impact:

\$1,024,578 from Northeast CRA Trust Fund in the FY21-22 and FY22-23 budget.

Strategic Impact:

Goal 1. Economic Development.

Recommendation:

City Council approve the Agreement with Borrelli Partners for Design and Engineering for the Community Resource and Recreation Center.

Attachment(s):

1. Professional Svcs Agreement.Northeast CRA Resource Center.Borrelli Partners.SGS.Clean

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 - 7/13/2022

Approved - 7/13/2022

Approved - 7/28/2022

Approved - 7/28/2022

Approved - 7/28/2022

Final Approval - 7/28/2022

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MOUNT DORA, FLORIDA
AND
BORRELLI & PARTNERS, INC.
FOR
ARCHITECTURAL, ENGINEERING AND DESIGN
SERVICES FOR THE RESOURCE AND
RECREATION CENTER
IN THE NORTHEAST CRA
PURSUANT TO
RFQ-22-GS-003

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, and the CITY OF MOUNT DORA NORTHEAST COMMUNITY REDEVELOPMENT AGENCY, hereinafter singly and collectively referred to as the "CITY", and BORRELLI & PARTNERS, INC., 720 Vassar Street, Orlando, Florida 32804, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the CITY competitively solicited for professional architectural design services for the City of Mount Dora Northeast CRA Resource and Recreation Center pursuant to the CITY's Purchasing Policy and RFQ-22-GS-003; and

WHEREAS, the CONSULTANT submitted the most responsible and advantageous response to RFQ-22-GS-003; and,

WHEREAS, the CITY authorized negotiations with the CONSULTANT through City of Mount Dora Resolution 2022-42; and

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

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

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

ARTICLE 1.0 - DEFINITIONS

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

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

1.02 "AGREEMENT" - As it relates to the requirement of the work contemplated herein, this Agreement shall include Exhibits "A", "B", "C", "D", "E", any other documentation by

specific reference and any Amendment hereto and shall constitute the entire Agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this Agreement. To the extent of any conflict between the terms and conditions of this Agreement or any Exhibit, attachment or other referenced documentation, the terms and conditions of this Agreement shall prevail.

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

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

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

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

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

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

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

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

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

ARTICLE 2.00 – SCOPE OF PROFESSIONAL SERVICES

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

ARTICLE 3.00 - TERM

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

ARTICLE 4.00 – OBLIGATIONS OF THE CONSULTANT

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

4.01 LICENSES

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

4.02 PERSONNEL

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

(2) **CONSULTANT's Project Manager** - The CONSULTANT agrees to employ and designate a qualified professional to serve as its Project Manager. The CONSULTANT's Project Manager shall be authorized to act on behalf of the CONSULTANT with respect to directing,

coordinating and administering all aspects of the professional services to be provided and performed pursuant to this Agreement and/or any Amendment(s) hereto. The CONSULTANT's Project Manager shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement, and/or any Amendment(s) hereto. The CONSULTANT agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional services of the CONSULTANT throughout the entire term of this Agreement, and/or any Amendment(s) hereto. The person or individual selected by the CONSULTANT to serve as its Project Manager is subject to prior approval and acceptance by the CITY.

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

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

4.03 STANDARDS OF PROFESSIONAL SERVICE

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

4.04 INDEMNIFICATION

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

4.05 NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter, the CONSULTANT agrees not to divulge, furnish, or make available to any third party, without the express written permission of the CITY, any non-public information where such information has not been properly subpoenaed

concerning the services rendered by the CONSULTANT. All public information request shall be coordinated by the CITY.

4.06 ADDITIONAL SERVICES

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

4.07 INDEPENDENT CONSULTANT

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

4.08 USE OF SUB-CONSULTANTS

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

4.09 CONSTRUCTION DOCUMENTS

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

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

4.10 SECOND COST FROM ERRORS OR OMISSIONS

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

ARTICLE 5.00 - OBLIGATIONS OF THE CITY

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

5.01 AVAILABILITY OF CITY INFORMATION

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

5.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

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

5.03 ACCESS TO CITY PROPERTY

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

ARTICLE 6.00 - COMPENSATION AND METHOD OF PAYMENT

6.01 COMPENSATION AND METHOD OF PAYMENT

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

6.02 PAYMENT WHEN SERVICES ARE TERMINATED

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

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

6.03 PAYMENT WHEN SERVICES ARE SUSPENDED

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

6.04 NON-ENTITLEMENT TO ANTICIPATED FEES

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

ARTICLE 7.00 - FUND AVAILABILITY

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

ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE

8.01 TIME IS OF THE ESSENCE

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

8.02 TIMELY ACCOMPLISHMENT OF SERVICES

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

8.03 FAILURE TO PERFORM IN A TIMELY MANNER

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

ARTICLE 9.00 - CONFLICT OF INTEREST

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

ARTICLE 10.00 – ASSIGNMENT OR TRANSFER

Any assignments or transfers of rights, benefits, or obligations hereunder shall only be allowed if

approved as an Amendment to this Agreement executed by both parties.

ARTICLE 11.00 - APPLICABLE LAW, VENUE AND JURY TRIAL

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

ARTICLE 12.00 - WAIVER OF BREACH

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

ARTICLE 13.00 - INSURANCE COVERAGE

13.01 GENERAL REQUIREMENTS

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

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

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

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

A. AUTOMOBILE:

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

OR

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

AND

Property Damage: \$100,000 per accident;

B. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;

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

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

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

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

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

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

(4) If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the CITY, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the CITY with such renewal certificate(s) shall be considered justification for the CITY to terminate this Agreement.

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

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

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

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

ARTICLE 15.00 - REPRESENTATION OF THE CITY

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

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

The CONSULTANT may only use the CITY'S name, logo and/or seal with the express written permission of the City and consistent with any CITY policy related to the same.

ARTICLE 17.00 - HEADINGS

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

ARTICLE 18.00 - OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and any other records or data specifically prepared for and developed by the CONSULTANT pursuant to this Agreement, shall be the property of the CONSULTANT until the CONSULTANT has been paid for performing such services as required to produce such documents. The CONSULTANT shall submit reports and other documents, to the extent directed by the CITY, in the format as specified in Exhibit "A". Upon the natural expiration or termination of this Agreement, all such documents shall be promptly delivered to and become the property of the CITY. The CONSULTANT, at its expense, may retain copies of all documents generated pursuant to this Agreement, which have been delivered to the CITY, for reference and internal use. The CONSULTANT shall not use any documents, data and/or information generated by virtue of this Agreement on any other project or for any other client without the express written permission of the CITY.

ARTICLE 19.00 - NOTICE AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO CITY

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

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

19.02 NOTICES BY CITY TO CONSULTANT

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

Borrelli & Partners, Inc.
720 Vassar Street
Orlando, Florida 32804

19.03 CHANGE OF ADDRESS OF RECORD

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

ARTICLE 20.00 - TERMINATION

20.01 GENERAL PROVISIONS

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

20.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY

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

20.03 CONSULTANT TO DELIVER MATERIAL

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

ARTICLE 21.00 – AMENDMENTS

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

ARTICLE 22.00 - ADMINISTRATIVE PROVISIONS

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

ARTICLE 23.00 - ACCEPTANCE

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

ARTICLE 24.00 - PUBLIC ENTITY CRIMES

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

ARTICLE 25.00 - EQUAL-OPPORTUNITY EMPLOYER

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

ARTICLE 26.00 - SEVERABILITY

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

ARTICLE 27.00 - JOINT AUTHORSHIP

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

ARTICLE 28.00 - AUDITING, RECORDS AND INSPECTION

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

ARTICLE 29.00 - PUBLIC RECORDS

- (1) Pursuant to Florida Statutes, Section 119.0701:

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

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

- (2) CONSULTANT agrees to comply with public records laws, specifically to:
- A. Keep and maintain public records required by the CITY to perform the services set forth herein.
 - B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 - C. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the CITY.

- D. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

ARTICLE 30.00 - PROHIBITION AGAINST CONTINGENT FEES

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

ARTICLE 31.00 - SOVEREIGN IMMUNITY

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount, set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE 32.00 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order U-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONSULTANT must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONSULTANT may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and

use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: [http: //www.dhs.gov IE-Verify](http://www.dhs.gov IE-Verify).

ARTICLE 33.00 - SCRUTINIZED COMPANIES

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

ARTICLE 34.00 - TRUTH IN NEGOTIATION CLAUSE

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

(Signatures on the following page)

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

CITY OF MOUNT DORA

and

**CITY OF MOUNT DORA NORTHEAST
COMMUNITY REDEVELOPMENT
AGENCY**

Crissy Stile, Mayor/Chairperson

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

BORRELLI & PARTNERS, INC.

Print:

Title:

Jorge A. Borrelli
PRESIDENT

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Jorge A. Borrelli, as President, of Borrelli & Partners, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Consultant, and who is personally known to me or who produced Florida Driver License as identification, and who did/did not take an oath this 28 day of JULY, 2022.

(stamp)



BRUCE LOUNSBURY
Notary Public
State of Florida
Comm# HH248695
Expires 4/4/2026

Bruce Lounsbury
NOTARY PUBLIC, State of Florida

Exhibit "A"
Project Description and Scope of Professional Services

The Northeast Community Redevelopment Area (Northeast CRA) Redevelopment Plan update completed in 2019 outlined Economic Development Goals, which stated "Goal #1: Establish a multi- purpose Community Resource & Recreation Center in the Northeast CRA." The plan states the community resource and recreation center should provide a gathering place for residents of all ages to partake in recreational activities and provide access to resources and programs that will assist those in need. It is our understanding the city and Northeast CRA will implement architectural and engineering (A&E) services in two phases.

PHASE ONE & PHASE TWO SERVICES TO BE PROVIDED:
Phase One scope of services is for the completion of architectural and engineering services to include the preliminary design, site plan, provide exterior renderings, architects construction cost estimate and hold at least two (2) stakeholders meetings to finalize detailed scope of the building.

Phase Two will begin later at a date yet to be determined and approved by the city. This phase will include providing 100% complete construction documents and project construction oversight.

In general, the city anticipates a building of approximately 26,100 square feet. The Resource and Recreation Center will include:

1. Computer / Technology Lab
2. Commercial Kitchen with walk-in cooler
3. Larger Flex/Divisible Meeting / Banquet Space (200 people @ round tables)
4. Indoor Recreation Courts
5. Flex-Office Space for Resource Providers (4 to 6 offices)
6. Space for Educational Classes (30 to 40 people)
7. Conference Room
8. Child Watch Area for Parents Seeking Assistance or Training
9. Restrooms, inclusive of Family ADA Restroom
10. Locker Rooms for the Indoor Recreation Courts
11. Customer Service Windows (provide 3) with Separate Entrance

The goal of this design and engineering project is to end up with a final design for a building where the city can efficiently serve the community for the next 50+ years. It must be as affordable as possible to both build and to maintain for the life of the structure, all while being a building the entire community is proud to have in its city. The site for the project is the former Public Works Site located at Lincoln Avenue and Highland Street with the building located on the east end of the property adjacent to North Simpson Street. It is also anticipated that the design team will assess the opportunity of closing Simpson Street for use as a drop-off as well as a linkage to the park on the east side of the site.

ARCHITECTURAL / ENGINEERING SCOPE OF SERVICES:

PHASE 1

DATA COLLECTION:

Data Collection includes preparation and attendance at a project kickoff meeting and developing meeting minutes. B+P will gather existing documents the City of Mt. Dora (city) has available with regards to existing development on or adjacent to the site in question. Required survey and geotechnical reports/information shall be provided by the city and are not included in our scope of services and fees.

PROGRAMMING AND MASTER PLANNING PHASE:

The initial step will be to confirm the current project program for the building, identifying individual spaces, finishes and functional requirements for those spaces within the building. Program elements will be prioritized through programming meetings with the city. This will be accomplished through a series of meetings and discussions with the city and stakeholders. Through meetings with the city, B+P will establish a theme or style for the Resource and Recreation Center and develop bubble diagrams which will be refined to a preliminary floor plan and elevations for the city's review comment and approval. B+P will make minor revisions to the building per the city's comments. The building's program will be the basis for the schematic design.

- A. Acquire any and all existing documents from the city.
- B. Review zoning requirements for compliance of the proposed building and site improvements.
- C. Develop program report.
- D. Develop bubble diagrams for the building.
- E. Deliver master plan for site layout to include rendered site plan.
- F. Conduct code research.
- G. Meetings with stakeholders; we have included up to four (4) meetings during this phase.

CONCEPTUAL DESIGN PHASE:

Based on an approved and accepted program and master plan, the B+P team will develop conceptual level design documents for the facility and site improvements. B+P will develop a maximum of three (3) differing elevation options for the city's selection. B+P will refine the final selected concept. The city will review the 100% conceptual design and provide further comments which will be incorporated into the next schematic design phase.

- A. Generate conceptual designs including selected 3-D renderings.
- B. Finalize selected concept and incorporate city's comments.
- C. Complete and deliver conceptual design package.
- D. Attend one (1) meeting with city to review and discuss the conceptual design.

SCHEMATIC DESIGN PHASE:

Based on an approved and accepted program, master plan and conceptual design, the B+P team will develop schematic level design documents for the facility and site improvements. The city will review the schematic design and provide further comments which will be incorporated into the next design development phase.

- A. Generate schematic designs including selected 3-D renderings.
- B. Provide schematic design level project cost estimate.
- C. Attend maximum of one (1) meeting with the City to discuss schematic design documents.
- D. Incorporate City's comments.
- E. Complete and deliver schematic design package.

DESIGN DEVELOPMENT PHASE (30%):

Based on the approved schematic design documents, the B+P team will prepare design development documents. These documents will consist of drawings and other documents to locate and describe the size, character and cost of the architectural, engineering, interior systems, materials and landscape architectural elements and amenities as may be appropriate.

- A. Using the approved schematic design, the B+P team will further refine the selected design option for review and comment. Functional components and their space allocations will be organized into a scaled plan, focusing on efficient organization, and the coordination of the various systems servicing them.
- B. The B+P team will develop descriptive graphic plans for the systems and their design intent. Preliminary selection of materials and performance comparisons of architectural systems will be developed for the city to evaluate costs, constructability, durability and other design and operational aspects. The city will review the design development documents and cost estimate for consistency with the program, design, and budget objectives. Upon approval of the design development documents, B+P will proceed with preparation of the construction documents, incorporating all revisions suggested during the city's review. Minor changes will be implemented during the construction documents phase of work. Major changes to the design development documents following city approval may constitute additional services.
- C. Prepare and deliver design development documents.
- D. Develop design development cost estimate.
- E. Incorporate city's comments.
- F. Attend one (1) meeting with the city to discuss design development documents.
- G. Complete and deliver design development package.
- H. Attend one (1) meeting with city commission to present the design development documents.
- I. Attend one (1) public meeting to present the design development documents.
- J. Attend one (1) meeting with the city's Authority Having Jurisdiction (AHJ).

PHASE 2 CONSTRUCTION DOCUMENT PHASE:

After approval of the design development phase, B+P will refine and detail the design development documents to include information required for the bidding and construction of the project. The final work product will include architectural, engineering, landscape/irrigation and interior design construction drawings, specifications and calculations required for the approval of agencies having jurisdiction (AHJ). CAD/REVIT systems will be used to develop and coordinate documents so that the components are integrated into the building without conflict.

- A. Construction documents and specifications will be submitted to the city for review at 50%, 90% and 100%/Final complete submittal phases.
- B. A 100%/Final Bid Set, incorporating all Permitting comments is also anticipated within our scope and fees. Minor changes will be implemented during the next phase of the construction documents. Major changes which represent significant departures from the original design program and approved design development documents will be considered Additional Services. At each of these submittals, the team will meet with the city and discuss the comments and/or requests by the city to resolve and incorporate into the documents, observations, or requests. B+P will meet early on with the AHJ to confirm code related issues prior to 50% complete construction documents and submission to both the Building and Fire Department.
- C. Cost Estimates will be prepared at the 50% and 100% Construction Document Phase prior to moving into the Bidding Phase.
- D. B+P will attend up to two (2) reconciliation meetings with the city's construction manager at risk (CM@R).
- E. B+P will attend one (1) meeting with the city commission to present the final documents to the commission.
- F. B+P will also develop final renderings and video 'fly-through' of the approved design for presentation and promotional uses.
- G. It is understood and agreed, however, that the ARCHITECT has no control over market, bidding and negotiation conditions and, therefore, cannot and does not warrant or represent that actual costs will not exceed any estimates.

PERMITTING SERVICES:

After approval of the 90% construction documents and specifications, B+P will prepare the 90% construction documents and specifications for permitting the project with AHJ over the project. The final work product will include architectural, engineering, landscape architecture/irrigation and interior design construction drawings, specifications and calculations required for the approval of agencies having jurisdiction.

- A. Construction documents will be submitted to the city and AHJ for review after the 90% complete submittal phase has been approved or at a time agreed to by B+P and the city. The B+P team members for the architectural or engineering disciplines will be available to meet with reviewer agencies to clarify or respond to comments generated during their review of the construction documents.

- B. B+P will address comments by the Building Department and update the 100%/Final construction documents.

BIDDING SERVICES:

B+P shall assist the city with the Bidding of the project. It is anticipated the city will advertise the bid publicly. B+P will respond to questions from the Contractor and issue any necessary clarifications and/or respond to any RFIs. B+P shall assist in evaluating Contractors' bids submitted to the city for this project. B+P will attend one (1) Pre-Bidding meeting with the city and interested Contractors.

CONSTRUCTION ADMINISTRATION SERVICES:

B+P shall act as the city's agent for these improvements with respect to the following construction observation tasks:

Pre-Construction Kick-Off Meeting: Following the award of the construction contract, we will participate and assist the city in preparing for and conducting one (1) pre-construction conference with the selected Contractor and other interested parties involved in the execution of the projects.

Progress Review Meetings and Site Observations: Attend twice (2) monthly project progress Owner, Architect & Contractor (OAC) meetings to monitor construction progress of the project design and requirements under which the contract for construction was awarded and will perform site visits and reports during the construction phase at intervals, as may be required by the progress of the construction, but not more than twice (2) monthly. Construction is anticipated not to exceed twelve (12) months of construction from notice-to-proceed to close-out.

Shop Drawings: Throughout the duration of the construction phase and pursuant to the bid documents, we will receive, review and process necessary architectural submittals to verify the complete and timely fabrication and installation of the required project components.

Requests for Information: During the project's construction phase, B+P will prepare and issue supplementary response information in the form of drawings and/or text for the Contractor.

Contractor Pay Requisition: Based on the approved schedule of values, detailed as to labor and material costs for each project component, B+P review and evaluate monthly, the Contractor's periodic and final payment requests for work installed. After review and evaluation of the accuracy of the request's payment and subsequent resolution of differences between the Contractor and architectural completion estimates, we will issue a recommendation to the city for the execution of such payment requests.

Substantial & Final Completion: Upon written notification by the Contractor that the construction is substantially complete, the team will conduct one (1) Substantial Completion observation and report of incomplete or defective project components. Upon the conclusion and on-site review that the project is "substantially complete", we will issue a notice for the city review and acceptance. Upon written notification by the Contractor of final completion, the team will conduct one (1) Final Completion observation and report of any remaining incomplete or defective project components.

Project Close-Out: B+P will gather all operations and maintenance manuals; shop drawings and as-built drawings based on Contractor's red-line mark-up and deliver to city at the end of the project.

PROPOSAL QUALIFICATIONS / ASSUMPTIONS:

The CITY will provide an up-to-date Site and Topographic Survey for CONSULTANT's use. The CITY will provide an up-to-date Geotechnical Report once the building location is established. The CITY will provide an up-to-date Site Environmental Survey for CONSULTANT's use. The CITY will deliver to B+P all existing master plan documents and utility documents related to the site for CONSULTANT's review. Full landscape architecture will not be developed for the master plan phase, only concept plantings. Full landscape architecture will be delivered beginning with schematic design. Irrigation design will be delivered only at 50% construction documents and 100%/final construction documents only. Detailed cost estimates will only be developed at schematic design, design development 50% and 90% construction documents.

Exhibit "B"
Additional Services

- A. Geotechnical Engineering Services.
- B. Surveying Services.
- C. Environmental Consulting Services.
- D. Traffic Engineering/Studies.
- E. LEED or Green Globes Services / Commissioning.
- F. Public Presentations (other than set forth in the Scope).
- G. Models or Renderings (other than set forth in the Scope).
- H. Permit Submission Review Fees.
- I. Submission printing (Incl. in NTE reimbursable expenses).
- J. Threshold Inspection.

Exhibit “C”
List of Sub-Consultants

1. Bobes Associates Consulting Engineers, Inc.
2. International Building Consultants & Engineering Design Services, Inc.
3. Kaleidoscope Interior Design
4. Avcon, Inc.
5. SPDM
6. Total Design Consortium

Exhibit “D”
Compensation, Method of Payment and Invoicing

Contractor shall accomplish the Scope of Services (Phase 1 and Phase 2) tasks for a total lump-sum fee of One Million Nine Thousand Four Hundred Thirty-Six Dollars and Thirty-Five Cents (\$1,009,436.35) exclusive of not-to-exceed reimbursable expenses.

Not-to-exceed reimbursable expenses are estimated at Fifteen Thousand One Hundred Forty-Two Dollars and Zero Cents (\$15,142.00). The breakdown of fees by phase are as follows:

Phase 1 Lump-Sum Fee:	\$381,082.25
Phase 2 Lump-Sum Fee:	\$628,354.10
Total Lump-Sum Fee Phase 1 & 2:	\$1,009,436.35
Phase 1 NTE Reimbursable Expenses:	\$4,542.00
Phase 2 NTE Reimbursable Expenses:	\$10,600.00
Total NTE Reimbursable Expenses:	\$15,142.00

Exhibit D-1 – 2022 B+P Hourly Rates to be utilized for all authorized Additional Services.

**Exhibit “D-1”
Fee Schedule**

<u>Architectural Principals:</u>	<u>Billable Rate:</u>
Architect/Landscape Architect /Interior Designer – Principal	\$197.00
<u>Architectural Staff:</u>	<u>Billable Rate:</u>
Sr. Project Manager	\$185.00
Project Manager - Architect	\$170.00
Project Manager - Landscape Architect	\$170.00
Project Architect	\$145.00
Landscape/ Irrigation Designer	\$110.00
Architectural/ Interior Designer	\$110.00
Architectural Spec. Writer	\$130.00
Architectural Technical Staff	\$105.00
<u>Support Staff:</u>	<u>Billable Rate:</u>
Clerical/Secretarial/Administration	\$ 90.00
Graphic Designer	\$105.00
<u>A/E Field Representative</u>	<u>Billable Rate:</u>
Field Representative	\$130.00

Exhibit “E”
Project Schedule

PROPOSED SCHEDULE:

Notice-To-Proceed:

Phase 1:

Data Collection/

Programming/Master Planning: 1 month

City Review: 2 weeks

Conceptual & Schematic Design: 2 months

City Review: 2 weeks

Design Development: 3 months

City Review: 2 weeks

Phase 2:

Construction Documents:

50% CDs Complete: 3 months

City Review: 2 weeks

90% CDs Complete: 2 months

City Review: 2 weeks

Permitting Services: 1 month [estimated]

100%/Final CDs Complete: 2 weeks

Bidding Services: 1 month [estimated]

Construction Administration: +/- 52 weeks [estimated]



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

DATE: August 2, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of First Reading of Ordinance No. 2022-40, Change in Zoning – Lake County Water Authority (Greenbelt Zoning)

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2022-40 and hold the hearing for the second reading and adoption.

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

Discussion:

Further rezoning descriptions and details are contained in Attachment #1 (*PZC Memo Dated July 20, 2022*). The Lake County Water 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. The 154-acre preserve contains a small waterfall and active sink to an aquifer feature. These lands were recently annexed (Ordinance No. 2022-39 on June 21, 2022).

The current County zoning districts are inconsistent with the property's land use and the current use of the property. Current zoning is County Light Manufacturing (LM) County R-1. The City's Greenbelt (GB) Zoning District is an appropriate assignment for conservation lands.

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

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting on July 20, 2022, recommended approval (Vote 6-0. One member was absent) of the change of zoning from

County LM/R-1 to City GB.

The Development Review Committee (DRC) on June 29, 2022, recommended approval of the change in zoning and forwarded the same to the PZC.

Budget Impact:

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

Strategic Impact:

Rezoning requests which address density and intensity changes are consistent with Growth Management goals. This particular change in zoning is consistent with the City's goals for conservation protection measures and land use regulations.

Recommendation:

City Council to approve First Reading of Ordinance No. 2022-40 and hold a hearing for second reading and adoption.

Attachment(s):

1. Attachment 1 PZC Memo Dated July 20, 2022 (ADA)
2. Attachment 2 Legal Ad Publications (ADA)
3. Ordinance 2022-40 Rezoning Lk Co Water Authority (1st 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 - 7/26/2022
Approved - 7/26/2022
Approved - 7/26/2022
Final Approval - 7/27/2022



**CITY OF
MOUNT
DORA**

**Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113**

E-mail: plandev@cityofmoundora.com

DATE: July 20, 2022

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

THROUGH: Michele Janiszewski, AICP, Senior Planner

SUBJECT: Request for Change in Zoning From County R-1 and LM To City GB; 153.79 Acres (Site Area); South of SR 46, terminus of Robie Avenue, and west side of Round Lake Road (Location); Lake County Water Authority (Owner/Applicant)
Project No.: RZ22-02

Recommendation:

Staff recommends approval of the above-referenced request for change in zoning assignment from County R-1 and County LM (Light Manufacturing) to City GB and forwards same consideration to the City Council Tuesday, August 2, 2022 (6:00 pm).

Reference/Support:

Section 3.3. LDC

Background:

Owner/Applicant:	Lake County Water Authority
Existing Use:	Wolf Branch Sink Preserve / Vacant Land / Conservation
Alt. Keys & Site Area:	Alt. Key Acres
	3448707 9.87
	3387830 57.19
	3372379 23.14
	1128536 25.38
	3433645 18.19
	1128528 20.02
	TOTAL 153.79 Acres
Proposed Use:	None
Future Land Use:	County Conservation
Proposed FLU:	City Conservation
Current Zoning:	County Light Industrial or LM (61.06 acres)
	County Rural Residential or R-1 (92.73 acres)
Proposed Zoning:	City Greenbelt or GB
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 Lake County Water Authority (formerly Ocklawaha 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. The 154-acre preserve is contains a small waterfall with sink to aquafer feature. These lands were recently annexed (Ordinance No. 2022-39 on June 21, 2022).

The property is currently zoned County Light Industrial and County Residential (R-1) with underlying Conservation future land use category in the County. The current zoning districts are inconsistent with the property's land use and the current use of the property. As such, staff supports the application to rezone the property Greenbelt (GB) which is consistent with the current use and future land use of the property than the current zoning districts. The GB provide further environmental protections and is a similar zoning for city lands along lakes and other wetland systems.

Greenbelt Description. This district is established to provide green, undeveloped areas and to protect floodplains, wetlands, other natural resources and agricultural uses. Areas of the city in which this category is most appropriate are designated as "conservation" on the future land use map of the comprehensive plan; however, this district is also permitted within all other land use designations.

Standards for Review:

A review of the criteria in Section 3.3.4 of the Land Development Code reveals the following:

1. The need and justification for the change: The applicant is seeking to annex the property into the City limits which triggers the need to assign the property with a City zoning district. The property is currently zoned Light Industrial and Residential (R-1) in the County which is inconsistent with the property's current use as a nature preserve. Rezoning the property to Greenbelt will make the zoning district consistent with the current use of the property. The zoning district assignment is the City most protective conservation type zoning and is appropriate designation of these lands. The GB zoning has been assigned to similar lands with Conservation land use designation.
2. The effect of the change, if any, on the particular property and on surrounding property: Assigning this property to City GB should not have a negative effect on this property nor on the surrounding property. The subject property borders a residential subdivision to the south (Sullivan Ranch) and property along SR 46 to the front which is part of the County's Regional Office future land use category and anticipated to be developed with non-residential uses. The subject property and its proposed GB zoning district will serve as a between the residential and non-residential development patterns in the area.

3. The relationship of the proposed amendment to the purpose of the City's Comprehensive Plan, with appropriate consideration as to whether the proposed change will further the purpose of this Code and the Plan: The property is currently part of the County's Conservation future land use category which is inconsistent with the current zoning districts. Rezoning the property to the GB zoning district will make the property more consistent with its future land use category as stated above.
4. The availability and provision of adequate services and facilities: Services and facilities are currently available to this property.
5. The impact on the natural environment: There are no adverse impacts on the natural environment as a result of this rezoning.

Notifications:

JPA Notice to Lake County: May 23, 2022

Legal Notice PZC: July 8, 2022

Notice to Surrounding Owners: July 8, 2022

Non-Legal with Map Ad City Council 1st Reading: July 22, 2022

Ordinance Enactment Legal Ad: August 5, 2022

Non-Legal with Map Ad City Council Adoption: August 5, 2022

Public Hearing Schedule:

DRC: June 29, 2022

PZC: July 20, 2022

City Council 1st Reading: August 2, 2022

City Council 2nd Reading/Adoption: August 16, 2022

Attachments:

Vicinity Map

Zoning Map

Future Land Use Map

Application



N.T.S.

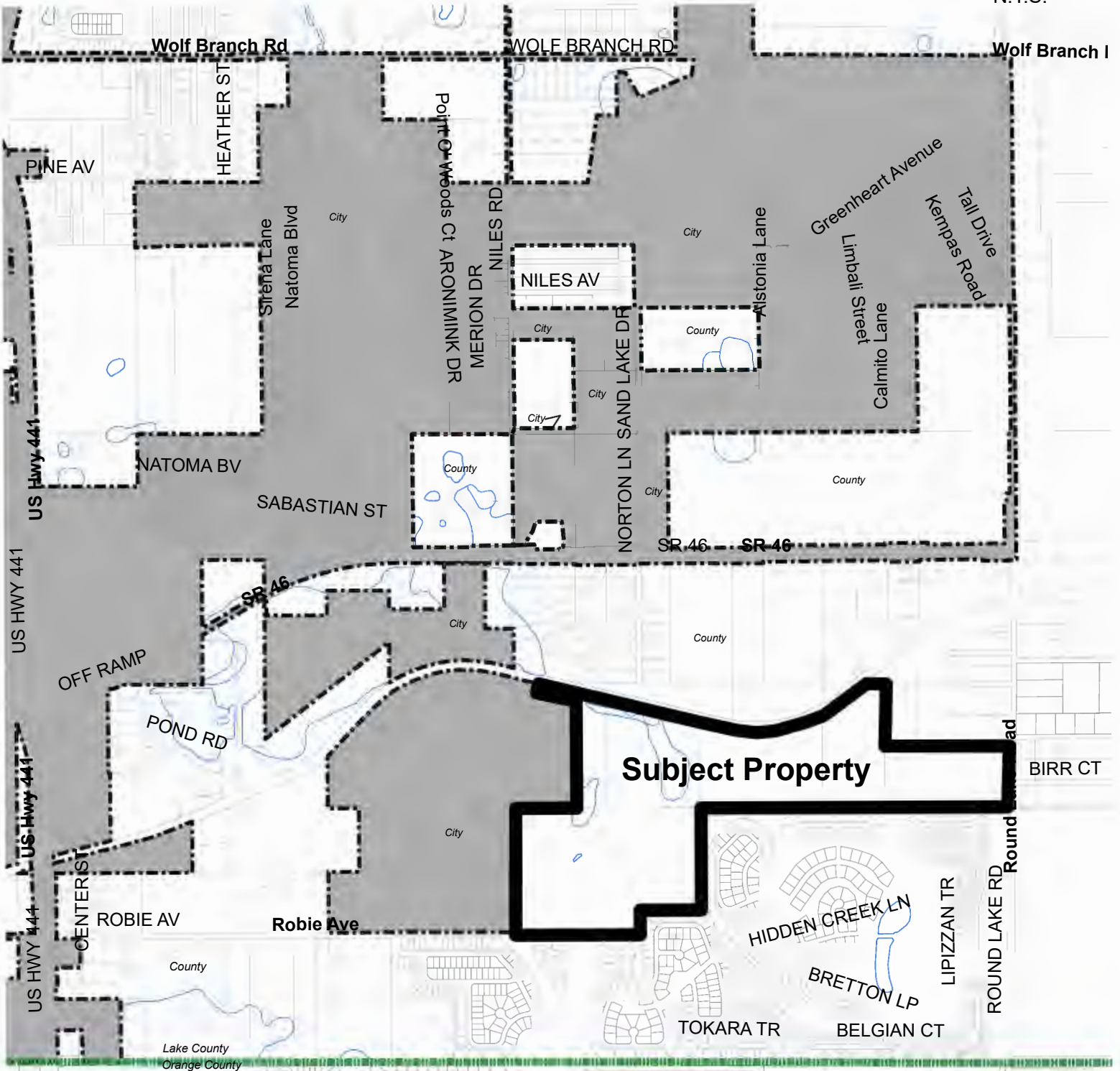
Legend



City Limits

JPA

VICINITY MAP



Subject Property

Lake County Water Authority Zoning City/County Composite Map

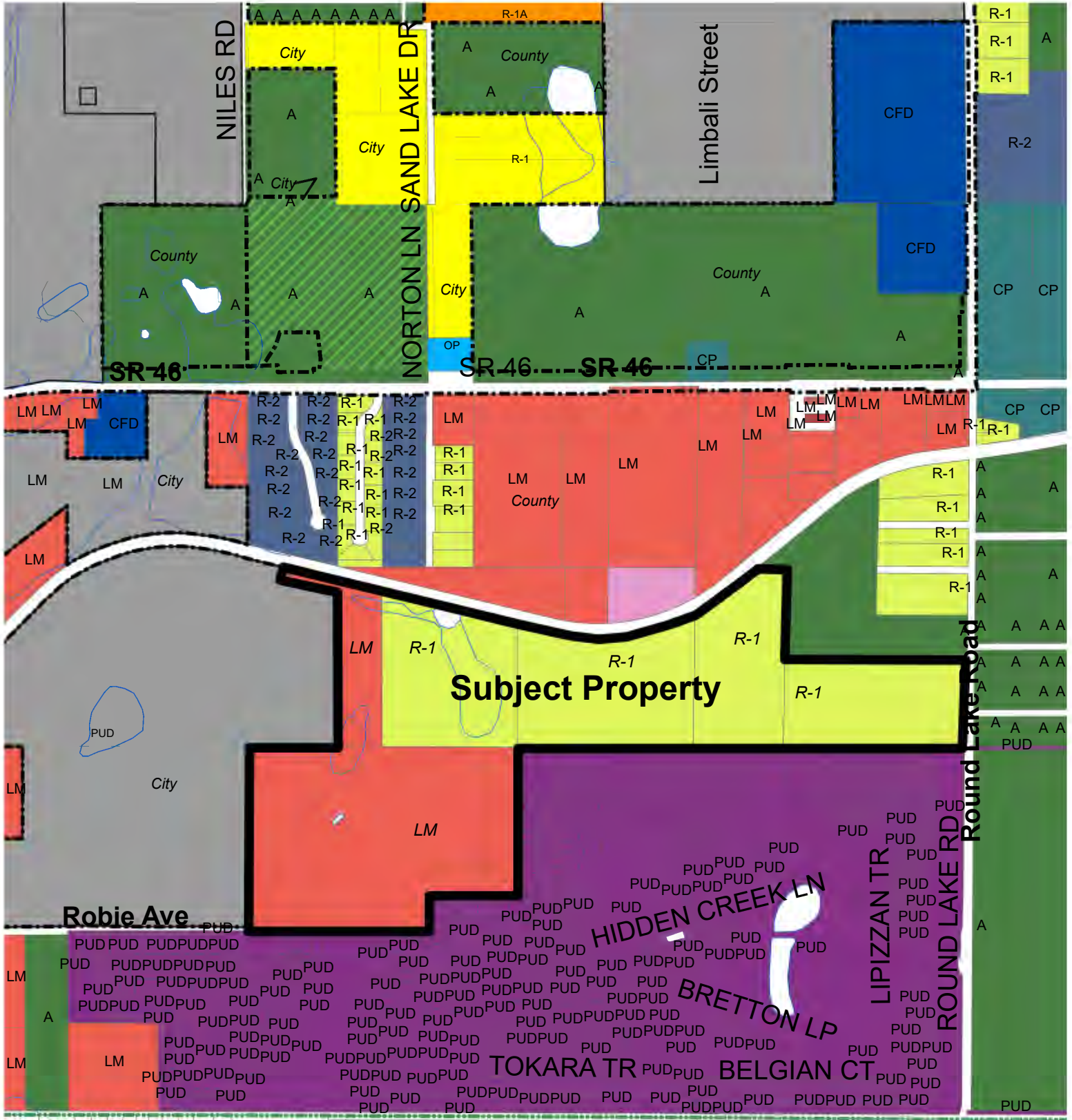
From: County Light Manufacturing (LM) and R-1
To: City Greenbelt (GB)

Legend

-  JPA
-  City Limits
-  Subject Property



N.T.S.



ATTACHMENT #1 Lake County Water Authority Future Land Use City/County Composite Map

N

Legend

-  JPA
-  City Limits
-  Subject Property

N.T.S.

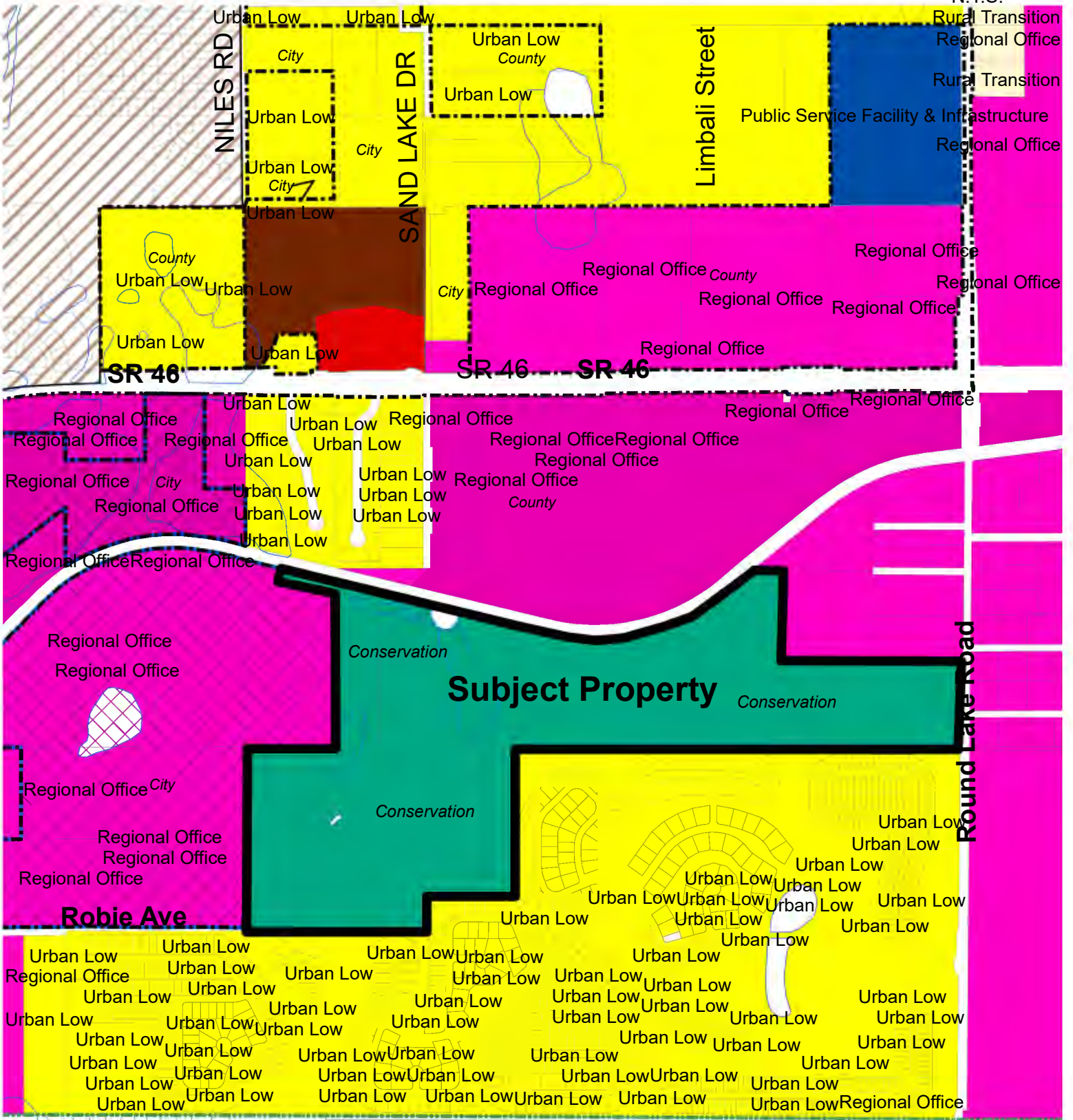
Rural Transition
Regional Office
Rural Transition
Regional Office

Regional Office
Regional Office
Regional Office

Regional Office
Regional Office

Round Lake Road

Robie Ave





**CITY OF
MOUNT
DORA**

Z22-02

**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@cityofmoundora.com**

REZONING 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
 Company's Name: _____
 Address: _____
 City, State & Zip: _____
 Phone: _____ E-mail: _____
3. The property generally located and list adjacent streets: _____
Round Lake Road and Robie Avenue
4. The address(s) of the property: _____
5. Size of property in Acres: 153.70+/- Square Feet: _____
6. Current Zoning District: County LM and R-1
7. Requested Zoning District: City Greenbelt (GB)
8. Future Land Use Category: Conservation
9. Present use and structures on the property (list number of residential dwelling units):
Wolf Branch Sink Preserve and Vacant Land

10. Building Size (Existing): None
11. Proposed use of property: None

12. State the reason for this request, per Section 3.3 of the City's land Development Code (attached additional sheets and support data):

Annexation; No Impacts on surrounding lands; Limited
Existing City Greenbelt Districts; Future Land Use
Designation is Conservation which will remain;
No impact on natural environment

13. Is the proposed use permissible in the requested district? N/A

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

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

(districts/categories may be abbreviated)

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, BENJAMIN GARCIA, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.

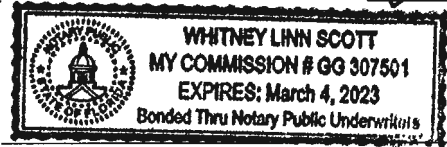

Signature of Applicant

BENJAMIN GARCIA
Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 19th day of May 2022 by Benjamin Garcia who is personally known to me or who has produced _____ as identification and who did ☒ or did not _____ take an oath.

SEAL:



Notary Public

Whitney Linn Scott
Print or Type Name

LAKE COUNTY WATER AUTHORITY

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



N.T.S.

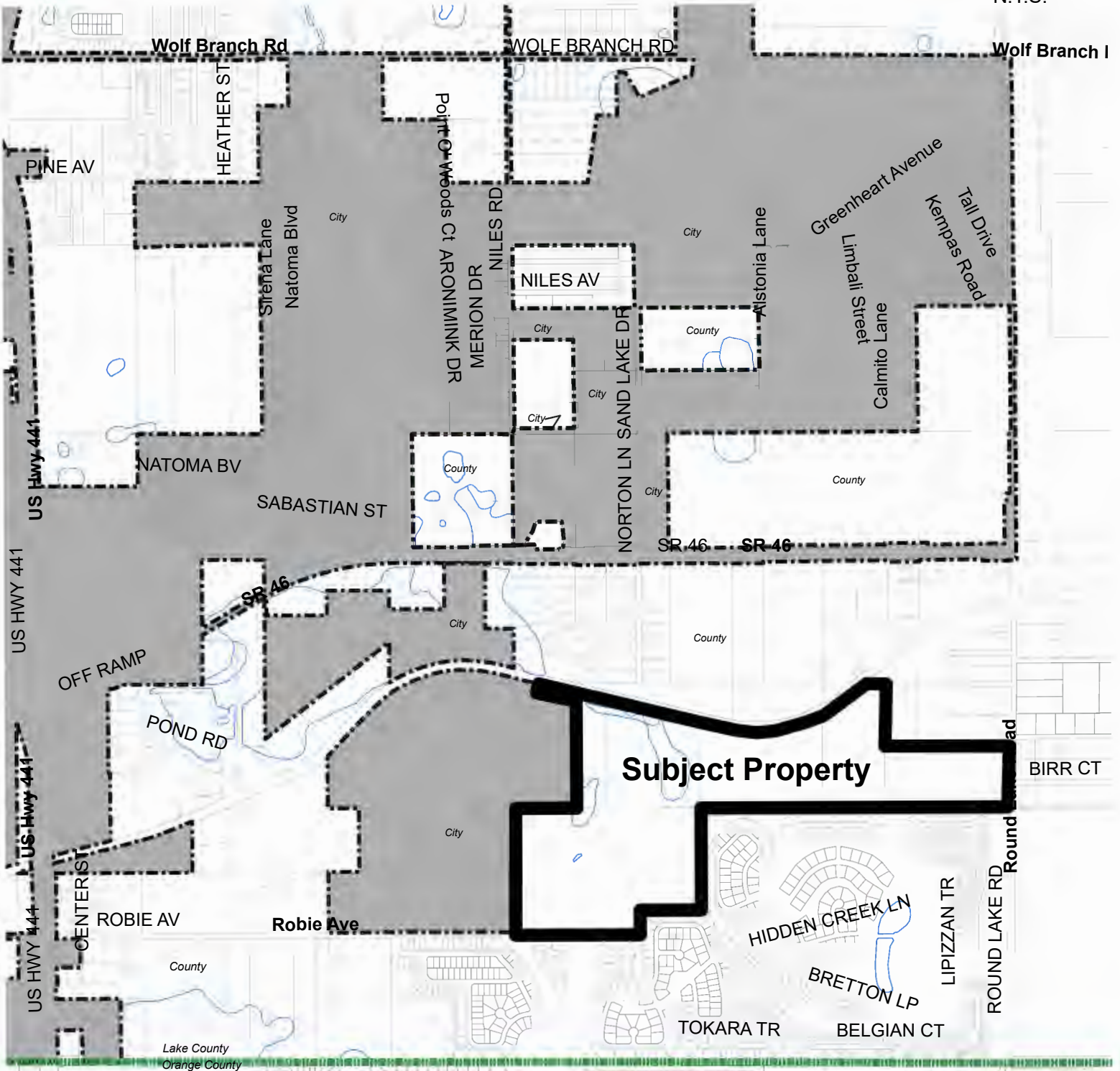
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City Limits

JPA

VICINITY MAP



Subject Property



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

CONTAINING 6,742,333 SQUARE FEET or 154.78 ACRES MORE or LESS

	(R1)		ROW NUMBER SIGN
	(B)		BUS STOP SIGN
	(DE)		DEAD END SIGN
	(DNE)		DO NOT ENTER SIGN (R5-1)
	(HC)		HANDICAP SIGN
	(HC)		DUAL HANDICAP SIGN
	(FDC)		FIRE DEPARTMENT CONNECTION
	(INFO)		INFORMATION SIGN
	(KR)		KEEP RIGHT SIGN
	(LTO)		LEFT TURN ONLY
	(ME)		MEDIAN SIGN
	(MO)		MOBILE ORDER PARKING SIGN
	(ND)		NO DUMPING SIGN
	(NL)		NO LEFT TURN SIGN (R3-2)
	(NL)		NO LITTERING SIGN
	(NO)		NO OUTLET SIGN
	(FL)		NO PARKING FIRE LANE SIGN
	(NR)		NO RIGHT TURN SIGN (R3-1)
	(NTT)		NO THRU TRAFFIC SIGN
	(NOT)		NO TRUCKS (R5-2)
	(NP)		NO PARKING SIGN
	(1W)		ONE WAY SIGN (R6-2)
	(PE)		PEDESTRIAN CROSSING SIGN
	(PU)		PICKUP PARKING SIGN
	(RP)		RESERVED PARKING SIGN
	(RTO)		RIGHT TURN ONLY
	(SL)		SPEED LIMIT SIGN
	(ST)		STOP SIGN (R1-1)
	(SS)		STREET SIGN
	(TZ)		TOW AWAY ZONE SIGN
	(TE)		TRUCK ENTRANCE SIGN
	(TX)		TRUCK EXIT SIGN
	(U)		UNKNOWN SIGN
	(WL)		WEIGHT LIMIT SIGN
	(WW)		WRONG WAY SIGN
	(Y)		YIELD SIGN

NOT VALID WITHOUT SHEETS
1 AND 2 OF 2.

Sheet No.
1

1. COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED DATUM AS BEING S 89°37'37" E ALONG THE NORTH LINE OF THE SE 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 27 EAST.
4. THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE, NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
6. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FOR INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

1	COVER SHEET
2	SKETCH AND DESCRIPTION

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on June 1, 2022. I further certify that this "Sketch and Description" meets all the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By:

Randall L. Roberts
Randall L. Roberts, RLS
Professional Surveyor and Mapper
Florida Registration No. 3144

Sheet No.

1

[TRACT 77](#)

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

[TRACT 78](#)

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

[TRACT 79](#)

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

[TRACT 80](#)

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

[TRACT 129](#)

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

[TRACT 130](#)

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

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

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

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

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

Section 1. The Legislature finds:

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

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

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

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

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

Return to (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):

92 16348

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

© Seminole Paper & Printing Co., Inc. 1987

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:

[Signature]
 Witness Signature (as to first Grantor)

Janis R. Ellis
 Printed Name

[Signature]
 Witness Signature (as to first Grantor)

Sheila J. Mathews
 Printed Name

[Signature]
 Witness Signature (as to second Grantor, if any)

Janis R. Ellis
 Printed Name

[Signature]
 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 21st day of February, A.D. 1992.



AA 692082

[Signature]
 Grantor Signature

HENRY EDGAR KNOECHEL
 Printed Name

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

[Signature]
 Grantor Signature

JOANNE LOUISE KNOECHEL
 Printed Name

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

[Signature]
 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. 92-136⁹-CA01

Plaintiff,

v.

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

FINAL JUDGMENT

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

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

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

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

JUN 18 11 35 AM '92

BOOK 1171 PAGE 1359

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

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

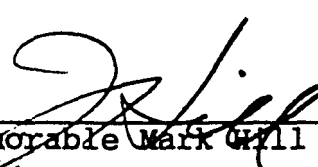
2. If within five days of entry of judgment, Plaintiff fails to file proof of payment of the required sum to the Defendant, this order will become null and void.

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

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

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

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


Honorable Mark 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

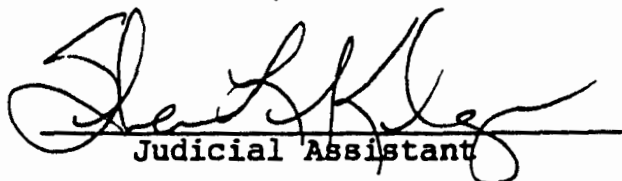
JUN 17 1992

BOOK 1171 PAGE 1360

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

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

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


Judicial Assistant

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

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

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

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

TRUSTEE'S DEED

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

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

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

PARCEL 1:

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

PARCEL 2:

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

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

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

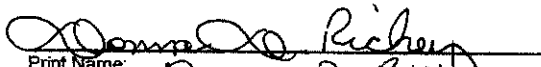
AND the grantor does covenant to and with the Grantees, their heirs, administrators and assigns, that in all things preliminary to and in and about this conveyance, the laws of the State of Florida have been followed and complied with in all respects.

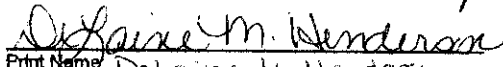
Florida Statutes Annotated, Section 201.02, Opinion of the Attorney General, 94-56, June 21, 1994:

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

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

Signed, sealed and delivered
in the presence of:


Print Name: Donna D. Richey


Print Name: Delaine M. Henderson

STATE OF FLORIDA
COUNTY OF LAKE

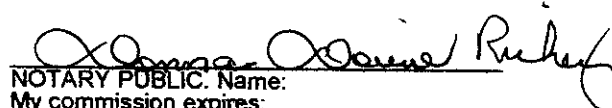
 (SEAL)
ROBERT M. ELLIS, TRUSTEE under that certain unrecorded Land Trust Agreement dated February 25, 1974, as to Parcel 1 and under that certain unrecorded Land Trust Agreement dated September 14, 1974, as to Parcel 2
2417 Bayfront Parkway
Orlando, FL 32806-7337

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared ROBERT M. ELLIS, as Trustee under that certain unrecorded Land Trust Agreement dated February 25, 1974, as to Parcel 1 and under that certain unrecorded Land Trust Agreement dated September 14, 1974, as to Parcel 2, who is personally known to me (yes/no) or who produced Florida Drivers License # E 420-771-26-094-0 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 14th day of December, 1999.



Donna D. Richey
MY COMMISSION # CC758059 EXPIRES
September 18, 2002
BONDED THRU TROY FAIN 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 & 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 13th day of **April** A.D. 1993 by
BELVA M. CODDING-SWARTZLANDER, a married woman,
 hereinafter called the grantor, to

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

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

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

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

SEE ATTACHED SCHEDULE "A" FOR LEGAL DESCRIPTION

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

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

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

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

Signed, sealed and delivered in the presence of:

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

Signature _____

Printed Signature _____

Signature _____

Printed Signature _____

Signature _____

Printed Signature _____

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

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

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

Florida Driver License

and that an oath (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
13th day of **April**, A.D. 1993

Signature Kimberly A. KluesenerPrinted Signature Kimberly A. Kluesener

Signature _____

Printed Signature _____

APR 16 12 31 PM '93

D.S.

D.S.

SCHEDULE "A"
LEGAL DESCRIPTION

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

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

John D. Baker, Secretary

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

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

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

TRUSTEE'S DEED

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

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

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

PARCEL 1:

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

PARCEL 2:

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

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

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

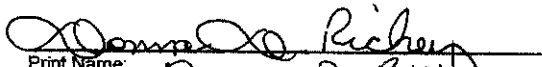
AND the grantor does covenant to and with the Grantees, their heirs, administrators and assigns, that in all things preliminary to and in and about this conveyance, the laws of the State of Florida have been followed and complied with in all respects.

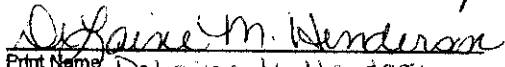
Florida Statutes Annotated, Section 201.02, Opinion of the Attorney General, 94-56, June 21, 1994:

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

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

Signed, sealed and delivered
in the presence of:


Print Name: Donna D. Richey


Print Name: Delaine M. Henderson

STATE OF FLORIDA
COUNTY OF LAKE

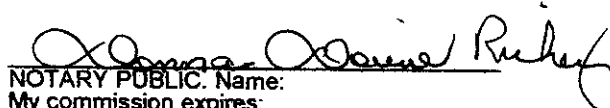
 (SEAL)
ROBERT M. ELLIS, TRUSTEE under that certain unrecorded Land Trust Agreement dated February 25, 1974, as to Parcel 1 and under that certain unrecorded Land Trust Agreement dated September 14, 1974, as to Parcel 2
2417 Bayfront Parkway
Orlando, FL 32806-7337

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared ROBERT M. ELLIS, as Trustee under that certain unrecorded Land Trust Agreement dated February 25, 1974, as to Parcel 1 and under that certain unrecorded Land Trust Agreement dated September 14, 1974, as to Parcel 2, who is personally known to me (yes/no) or who produced Florida Drivers License # E 420-771-26-094-0 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 14th day of December, 1999.



Donna D. 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 CO D.C.

BOOK 1198 PAGE 2026

SPECIAL WARRANTY DEED

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

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

Eleanor C. Luna
Signature
Printed: ELEANOR C. LUNA

Sheila J. Matthews
Signature
Printed: SHEILA J. MATTHEWS

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

DEC 4 11:39 AM '92
FILED

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

Name:	LAKE COUNTY WATER AUTHORITY	Alternate Key:	1128528
Mailing Address:	27351 STATE ROAD 19 TAVARES, FL 32778-3119 Update Mailing Address	Parcel Number: i	34-19-27-0100-00C-00500
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map i
Property Location:	ROUND LAKE RD MOUNT DORA FL, 32757 Update Property Location i	Property Name:	-- Submit Property Name i
		School Information:	School Locator & Bus Stop Map i School Boundary Maps i
Property Description:	SUNSET HILLS LOTS 5, 6, 7, 8, BLK C PB 6 PG 112 ORB 1777 PG 2258		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

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

[Click here for Zoning Info](#) [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
1777 / 2258	12/1999	Trustees Deed	Unqualified	Vacant	\$1.00
764 / 567	10/1982	Quit Claim Deed	Unqualified	Vacant	\$1.00
762 / 1585	10/1982	Quit Claim Deed	Unqualified	Vacant	\$1.00
565 / 634	01/1974	Misc Deed/Document	Qualified	Vacant	\$65,000.00

[Click here to search for mortgages, liens, and other legal documents.](#) [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
				Total: 13.7509	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

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



Government Exemption (amount varies)

ATTACHMENT #1

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

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

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Property data last updated on March 21, 2022.

Site Notice

PROPERTY RECORD CARD

General Information

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

Land Data

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

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1171 / 1358	06/1992	Misc Deed/Document	Unqualified	Vacant	\$0.00
August 2, 2022 City Council Regular Session Agenda					
1171 / 2157	05/1992	Quit Claim Deed	Unqualified	Vacant	\$0.00

1171 / 2156	05/1992	Quit Claim Deed	Unqualified	Vacant	\$0.00
Click here to search for mortgages, liens, and other legal documents. 					

Values and Estimated Ad Valorem Taxes

Values shown below are 2022 WORKING VALUES.

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

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

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

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

ATTACHMENT #1

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

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

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

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

Economic Development Exemption

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



Government Exemption (amount varies)

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

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Property data last updated on March 21, 2022.

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PROPERTY RECORD CARD

General Information

Name:	LAKE COUNTY WATER AUTHORITY	Alternate Key:	1128536
Mailing Address:	27351 STATE ROAD 19 TAVARES, FL 32778-3119 Update Mailing Address	Parcel Number: i	34-19-27-0100-00D-00200
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map i
Property Location:	CARTHUSIAN PL MOUNT DORA FL, 32757 Update Property Location i	Property Name:	-- Submit Property Name i
		School Information:	School Locator & Bus Stop Map i School Boundary Maps i
Property Description:	SUNSET HILLS LOTS 2, 5, 6, BLK D, LOTS 4, 7, 8, BLK E PB 6 PG 112 ORB 1198 PG 2026		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT COUNTY (8086)	0	0		25.380	Acre	\$0.00	\$121,824.00

[Click here for Zoning Info](#) [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
1198 / 2026	12/1992	Warranty Deed	Qualified	Vacant	\$152,400.00
1137 / 1698	11/1991	Misc Deed/Document	Unqualified	Vacant	\$0.00

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

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

Values shown below are 2022 WORKING VALUES.
 August 2, 2022 City Council Regular Session Agenda
 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
				Total: 13.7509	Total: \$0.00

Exemptions Information

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

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

ATTACHMENT #1

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Property data last updated on March 21, 2022.

Site Notice

PROPERTY RECORD CARD

General Information

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

Land Data

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

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1156 / 1254	03/1992	Quit Claim Deed	Unqualified	Vacant	\$0.00
1156 / 1252	02/1993	Warranty Deed	Qualified	Vacant	\$115,000.00

August 2, 2022 City Council Regular Session Agenda

Values and Estimated Ad Valorem Taxes

Values shown below are 2022 WORKING VALUES.

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

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

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

ATTACHMENT #1

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

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

Economic Development Exemption

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



Government Exemption (amount varies)

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

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Property data last updated on March 21, 2022.

Site Notice

PROPERTY RECORD CARD

General Information

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

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT COUNTY (8086)	0	0		10.150	Acre	\$0.00	\$30,450.00

[Click here for Zoning Info](#) [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
1220 / 1905	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
				Total: 13.7509	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

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

ATTACHMENT #1

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

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

Economic Development Exemption

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



Government Exemption (amount varies)

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

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

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Property data last updated on March 21, 2022.

Site Notice

PROPERTY RECORD CARD

General Information

Name:	LAKE COUNTY WATER AUTHORITY	Alternate Key:	3433645
Mailing Address:	27351 STATE ROAD 19 TAVARES, FL 32778-3119 Update Mailing Address	Parcel Number: i	34-19-27-0100-00D-00300
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	My Public Services Map i
Property Location:	CARTHUSIAN PL MOUNT DORA FL, 32757 Update Property Location i	Property Name:	-- Submit Property Name i
		School Information:	School Locator & Bus Stop Map i School Boundary Maps i
Property Description:	SUNSET HILLS LOTS 3, 4, 7, 8 BLK D, W 1/2 OF VACATED ELLIS AVE E OF LOT 4 BLK D PB 6 PG 112 ORB 1777 PG 2258		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT COUNTY (8086)	0	0		18.250	Acre	\$0.00	\$54,750.00

[Click here for Zoning Info](#) [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
1777 / 2258	12/1999	Trustees Deed	Unqualified	Vacant	\$1.00
1198 / 2024	12/1992	Quit Claim Deed	Unqualified	Vacant	\$0.00

[Click here to search for mortgages, liens, and other legal documents.](#) [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
				Total: 13.7509	Total: \$0.00

Exemptions Information

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

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

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Property data last updated on March 21, 2022.

Site Notice

ATTACHMENT #2

CITY OF MOUNT DORA, FLORIDA NOTICE OF PUBLIC HEARING REQUEST FOR CHANGE IN ZONING

NOTICE is hereby given the Planning and Zoning Commission of the City of Mount Dora, Florida will hold a public hearing on **July 20, 2022, at 10:00 A.M.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida to discuss the following:

REQUEST FOR CHANGE IN ZONING FROM COUNTY R-1 AND LM TO CITY GB; 153.79 ACRES (SITE AREA); LOCATED SOUTH OF SR 46, TERMINUS OF ROBIE AVENUE, AND WEST SIDE OF ROUND LAKE ROAD. (LOCATION); LAKE COUNTY WATER AUTHORITY (OWNER/APPLICANT)

FURTHER, notice is hereby given City Council of the City of Mount Dora, Florida will hold first reading of the proposed Ordinance Number 2022-40 conducting a public hearing on **August 2, 2022, at 6:00 P.M.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida pertaining to the above rezoning request.

These public hearings may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

Interested parties may appear at the meeting and be heard with respect to the requested rezoning. The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

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

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

For questions or comments, please email planningcomments@cityofmounddora.com

Legal Notice: July 8, 2022

ATTACHMENT #2

Page 2

A public hearing on the change in zoning will be held on **Tuesday, August 2, 2022, at 6:00 p.m.**, or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

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

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The proposed ordinance may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

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

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Title in 18 point
2 column, 10.5 inch; Non-legal
Publish Date: July 22, 2022

ORDINANCE NO: 2022-40

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED SOUTH OF SR 46, TERMINUS OF ROBIE AVENUE, AND WEST SIDE OF ROUND LAKE ROAD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lake County Water Authority (formerly Water Oklawaha Basin Recreation and Water Conservation and Control Authority enacted by Chapter 2000-492 Laws of Florida) (Property Owner) submitted an application to the City of Mount Dora requesting a zoning district classification change and a Zoning Map amendment for that property located south of SR 46, terminus of Robie Avenue, and west side of Round Lake Road, as depicted in **Exhibit “A”** (Property); and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan 2045 and meet the criteria established by Florida Statutes, Chapter 166; and

WHEREAS, pursuant to applicable law, notice has been given to Lake County and to the public by publication in a newspaper of general circulation in the City; and

WHEREAS, on July 20, 2022, the City of Mount Dora Planning and Zoning Commission approved the requested zoning district classification change and Zoning Map amendment; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to GB (Greenbelt), considered the findings and advice of staff and considered the written information, oral comments and supporting data and analysis provided by members of the public and all interested parties; and

WHEREAS, the City of Mount Dora hereby finds that the requested zoning district classification change and Zoning Map amendment serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

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

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

SECTION 2. ZONING DISTRICT CLASSIFICATION CHANGE. Pursuant to City of Mount Dora Land Development Code, Chapter III, the Property as more particularly described below is hereby rezoned and assigned the GB (Greenbelt) zoning classification:

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. OFFICIAL ZONING MAP AMENDMENT. The Official Zoning Map of the City of Mount Dora shall be amended to conform to the zoning assignment approved in Section 2 of this Ordinance.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the zoning district classification change and Zoning Map amendment related to the Property and Zoning Map amendment, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____ 2022.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen, City Attorney

Lake County Water Authority

Change In Zoning

From: County LM and R-1

To: City GB

153.79+/- Acres

N.T.S.

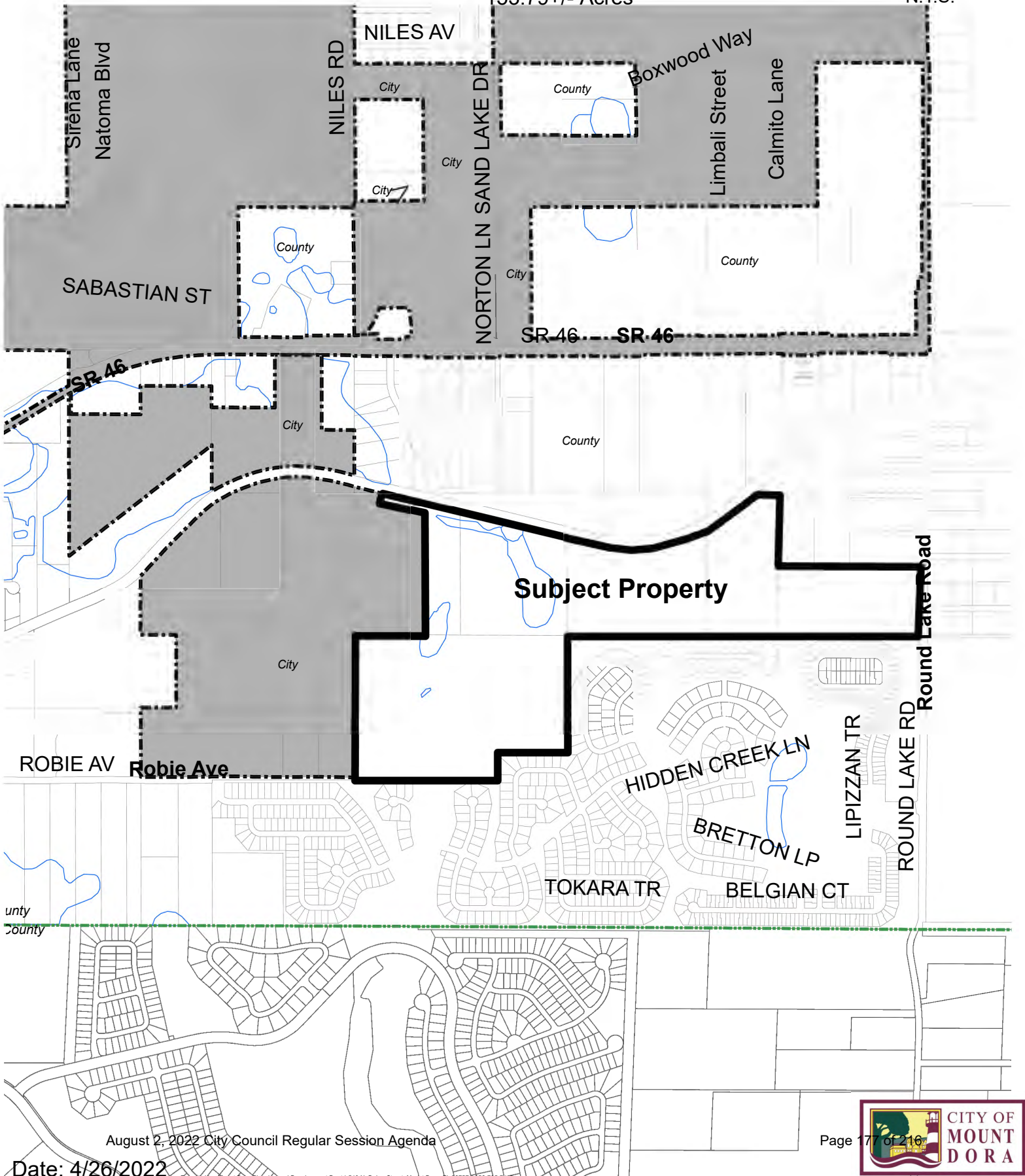
Legend



City Limits



JPA





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

DATE: August 2, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of First Reading of Ordinance No. 2022-11, Annexation for Mt. Dora Hills, LLC, et al (36.61 Acres)

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2022-11 and hold the second reading and adoption.

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

Discussion:

Further annexation descriptions and details are contained in Attachment #1 (*Annexation Summary Report*). The applicant has petitioned the City for annexation for several parcels (36.61 acres) located south of SR 46 and east of Buttercup Lane. This action is for annexation only. The lands are eligible for annexation, contiguous to existing city limits adjacent to the south and located within the City/County Joint Planning Agreement (JPA) boundary. Annexation can occur adjacent to the railroad right-of-way.

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

The Development Review Committee (DRC) on June 17, 2022, reviewed and recommended approval of the annexation request and recommended it move forward to the City Council.

Budget Impact:

Master Fee Schedule Resolution No. 2022-03, adopted on January 18, 2022, allows for waiving fees as an annexation incentive program. The annexation application fee of \$2,000.00 has been waived.

Strategic Impact:

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

Recommendation:

City Council approve First Reading of Ordinance No. 2022-11 and hold the hearing for the second reading and adoption.

Attachment(s):

1. Attachment 1 Annexation Summary Report (ADA)
2. Ordinance No 2022-11 Annex Mt Dora Hills-MKMS LLC.SGS
3. 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 - 7/26/2022

Approved - 7/26/2022

Approved - 7/26/2022

Final Approval - 7/27/2022



**CITY OF
MOUNT
DORA**

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

**ANNEXATION SUMMARY REPORT
 MT. DORA HILLS, LLC, ET AL**

Report Date:

August 2, 2022

Reference/Support:

Section 1.3, *LDC*

Chapter 171, *Florida Statutes*

Mount Dora and Lake County Joint Planning Agreement (JPA)

Background:

Applicant: Amco Development, Inc. – Aaron Hakim
 Dr. Michael G. Keotahlain

Alt. Keys & Site Area	Alt. Key	Acres	Owner
Owners:	1084059	9.63	Mt. Dora Hills, LLC
	1128544	2.51	Mt. Dora Hills, LLC
	1039819	19.53	MKMS, LLC
	2843136	4.94	MK and AD Land Investment, LLC
	TOTAL	36.61 Acres	

Existing Use: Vacant Land
 Proposed Use: Mixed Use Development
 Future Land Use: County Regional Office
 Proposed FLU: City Employment Center
 Current Zoning: County Light Manufacturing (31.67 acres) or LM
 County MP (4.94 acres)
 Proposed Zoning: City Wolf Brach Innovation Employment (WBI-E) District
 City Council District: Two (2)
 JPA: Yes

Surrounding Property Table:

Direction	City/County	FLU	Zoning	Existing Use(s)
North	County	Reg. Office	Ag	Vacant Land
South	City	Conservation	County R-1*	Railroad/Vacant Land
East	County	Reg. Office	Ag	Auto Repair
West	County	Reg. Office	PUD	SFR

* City Greenbelt (GB) zoning district in process.

Annexation Summary Report

Page 2

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 south and eligible for annexation. This action is only for annexation. The City will be processing city zoning assignment, as requested by the applicant, once annexation has been finalized. This is located within the Wolf Branch Innovation District.

Notification:

JPA Notice to Lake County: June 23, 2022

JPA Notice to Orange County: June 23, 2022

Notice to Lake County BCC [Ch. 171.044(3) F.S]: July 25, 2022

Ordinance Enactment Legal Ad: August 5, 2022

Non-Legal Ad (1): August 5, 2022

Non-Legal Ad (2): August 12, 2022

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

Public Hearing Schedule:

DRC: June 27, 2022

City Council 1st Reading: August 2, 2022

City Council 2nd Reading/Adoption: August 16, 2022

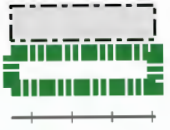
Mt Dora Hills, LLC
36.61 +/- Acres

N



N.T.S.

Legend



City Limits

JPA

Rail Road

Wolf Branch Rd

Wolf Branch Rd

SR 46

SR 46

Sorrento Ave

SR 453

**Subject
Property**

Round Lake Road

Robie Ave





**CITY OF
MOUNT
DORA**

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

VOLUNTARY ANNEXATION APPLICATION

Date : 06/23/2022

1. Applicant's Name: AARON HAKIM - AMCO DEVELOPMENT INC.
 Company's Name: AMCO DEVELOPMENT INC.
 Address: 1830 PLYMOUTH SORRENTO ROAD - SUITE 1001
 City, State & Zip: APOPKA, FL 32712
 Phone: 407.462.7850 E-mail: AHAKIM@AMCODEV.COM

2. Owner's Name: MKMS LLC & MT DORA HILLS LLC MK & AD LAND INVESTMENTS, LLC
 Company's Name: MKMS LLC & MT DORA HILLS LLC MK & AD LAND INVESTMENTS, LLC
 Address: 5152 ISLEWORTH COUNTRY CLUB DR
 City, State & Zip: WINDERMERE, FL 34786
 Phone: 407.462.7850 E-mail: AHAKIM@AMCODEV.COM

3. The property generally located (list adjacent streets): BUTTERCUP LN
MOUNT DORA FL 32757
STATE ROAD 46 W 1/2 OF NW 1/4 OF NE 1/4--LESS SR 46-- |
ORB 4982 PG 2125 |

4. The address(s) of the property: Parcel Numbers: 34-19-27-0200-004-00100
34-19-27-0100-00E-00200 34-19-27-0001-000-00100
34-19-27-0100-00D-00100

5. Alt Key(s): 1084059 , 1128544 , 1039819 , 2843136

6. Size of property in Acres: 36.66 AC (COMBINED) Square Feet: _____

7. Does property have, or will it have City Water and Sewer?
WILL REQUIRE CITY UTILITIES

ATTACHMENT #1

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

PROPERTY DOES HAVE EXISTING OPERATIONAL WELL ON ALT KEY: 1084059

9. Current Zoning District (County): **COUNTY LM and MP**

10. Future Land Use Category (County): **REGIONAL OFFICE**

11. Requested Zoning District (City): **WBI-E**

12. Requested Future Land Use Category (City): **EMPLOYMENT CENTER**
COMMERCIAL, MULTI-FAMILY, OFFICES, RETAIL, HOTEL, STORAGE

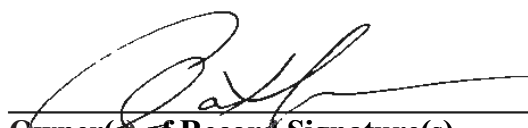
13. Present use and structures on the property (list number of residential dwelling units):
PRIMARILY VACANT LAND WITH ACCESSORY STRUCTURES TOTALING 324 SF

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)
MICHAEL G KEOTAHLIAN
MGR OF MKMS LLC & MT DORA HILLS LLC

06/23/2022
Date


Owner(s) of Record Signature(s)
AARON HAKIM
MGR OF MK&AD LAND INVESTMENTS, LLC

06/23/2022
Date



June 22, 2022

City of Mount Dora

Planning & Development

RE: ANNEXATION APPLICATION

SUBJECT PROPERTY: MT DORA HILLS & MKMS LLC**Parcel ID's & ALT Key's**

34-19-27-0200-004-00100	- 1084059	MT DORA HILLS LLC	9.63 AC
34-19-27-0100-00E-00200	- 1128544	MT DORA HILLS LLC	2.5 AC
34-19-27-0001-000-00100	- 1039819	MKMS LLC	19.53 AC
34-19-27-0100-00D-00100	- 2843136	MK & AD LAND INVESTMENTS, LLC	4.94 AC

APPROXIMATELY 36.66 AC OF VACANT LAND ON SR 46**Legal Description:**

1084059: MT DORA HILLS LLC (9.63 AC)
 SUNSET HILLS, WOOD'S REPLAT BLK A LOTS 1 TO 20 INCL, BLK 4 E |
 15 FT OF CLOSED ST ON WEST PB 11 PG 53 |
 ORB 5438 PG 520 |

1128544: MT DORA HILLS LLC (2.5 AC)
 SUNSET HILLS E 314.15 FT OF LOT 2, BLK E PB 6 PG 112 |
 ORB 5438 PG 520 |

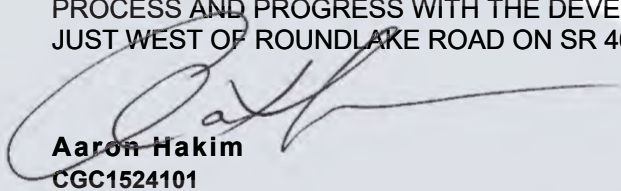
1039819: MKMS LLC (19.53 AC)
 W 1/2 OF NW 1/4 OF NE 1/4--LESS SR 46-- |
 ORB 4982 PG 2125 |

2843136: MK & AD LAND INVESTMENTS, LLC (4.94 AC)
 SUNSET HILLS LOT 1, BLK D PB 6 PG 112 ORB 5916 PG 862 |

PROPOSED / REQUIRED SERVICES REQUESTED TO BE PROVIDED BY CITY OF MOUNT DORA
 CITY SERVICES ARE AVAILABLE FOR CONNECTION TO SUBJECT PROPERTY.

PREVIOUSLY DISCUSSED THE INTENTION FOR THE DEVELOPMENT OF THIS SITE VIA TWO (2)
 PREVIOUS "PRE-APPLICATION MEETINGS" WITH CITY PLANNING & ZONING DEPARTMENTS.
 INCLUDING CITY'S CONSULTANT "DR. RICHARD LEVY".

THE INTENTION IS TO DEVELOP THIS SITE AS A MIXED USE PROJECT WITH A MIXTURE OF
 MULTI-FAMILY, COMMERCIAL, RETAIL, MEDICAL, OFFICE, AND A POSSIBLE HOTEL ON THE
 36.66 ACRE SUBJECT PROPERTY. PER OUR FEEDBACK FROM THESE ABOVE MEETINGS AND
 WITH CONSIDERATION OF THE COMPREHENSIVE PLANS OF THE CITY AND COUNTY WE HAVE
 PROCEEDED TO SUBMIT OUR ANNEXATION APPLICATION TO START THE ENTITLEMENT
 PROCESS AND PROGRESS WITH THE DEVELOPMENT OF THIS SUBJECT PROPERTY LOCATED
 JUST WEST OF ROUNDLAKE ROAD ON SR 46.


Aaron Hakim
 CGC1524101

Amco Development

Phone: 407 462 7850

E-mail: ahakim@amcodev.com



ANNEXATION – LEGAL DESCRIPTION OF PARCELS OWNED BY
MKMS, LLC / MOUNT DORA HILLS. LLC / MK & AD LAND INVESTMENTS, LLC

LEGAL DESCRIPTION

Description (per ORB 4982, Pg 2125):

THE WEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 27 EAST,
LAKE COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 46.

Description (per ORB 5438, Pg 511):

LOTS 1 THROUGH 20, BLOCK 4, WOOD'S REPLAT OF BLOCK "A" SUNSET HILLS SUBDIVISION, THE PLAT THEREOF
RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

EAST 15.00 FEET OF JAMES AVENUE, WOOD'S REPLAT OF BLOCK "A" SUNSET HILLS SUBDIVISION, THE PLAT THEREOF
RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

EAST 314.15 FEET OF LOT 2, BLOCK 3, SUNSET HILLS, THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 112, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Description (per ORB 898, Pg 2172):

LOT 1, BLOCK D, IN SUNSET HILLS, A SUBDIVISION IN LAKE COUNTY, FLORIDA,
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 112, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALSO, AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 25 FEET OF LOTS 1 AND 7, BLOCK B,
IN SUNSET HILLS, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 112,
PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

06.23.2022
AMCO DEVELOPMENT



AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN LAKE COUNTY, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) MKMS LLC & MT DORA HILLS LLC, AS
 THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS,
MULTI-PARCEL PROPERTY LOCATED OFF SR46 APPROX. 31.66 AC, DO HEREBY AUTHORIZE TO ACT AS MY/OUR
 AGENT (PRINT AGENT'S NAME), AARON HAKIM - AMCO DEVELOPMENT INC., TO EXECUTE ANY PETITIONS OR
 OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY
 DESCRIBED AS FOLLOWS, ANNEXATION & REDEVELOPMENT OF APPROX 31.66 AC ON SR46, AND TO APPEAR ON MY/OUR
 BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND
 TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 06/29/2020

 Signature of Property Owner

MICHAEL G KEOTAHLIAN

 Print Name Property Owner

MGR OF:

MKMS LLC & MT DORA HILLS LLC

STATE OF FLORIDA :
 COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this 29TH day of JUNE,
2020 by MICHAEL G KEOTAHLIAN. He/she is personally known to me or has produced
 _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of
 _____, in the year _____.

(Notary Seal)

 Signature of Notary Public
 Notary Public for the State of Florida

My Commission Expires: _____

Legal Description(s) or Parcel Identification Number(s) are required: MULTI-PARCEL PROPERTY
PARCEL ID #:
34-19-27-0200-004-00100 * 34-19-27-0100-00E-00200 * 34-19-27-0001-000-00100
Alternate Key(s): 1084059 * 1128544 * 1039819
LEGAL DESCRIPTION:
1084059: SUNSET HILLS, WOOD'S REPLAT BLK A LOTS 1 TO 20 INCL, BLK 4 E 15 FT OF CLOSED ST ON WEST PB 11 PG 53 ORB 5438 PG 520
1128544: SUNSET HILLS E 314.15 FT OF LOT 2, BLK E PB 6 PG 112 ORB 5438 PG 520
1039819: W 1/2 OF NW 1/4 OF NE 1/4--LESS SR 46-- ORB 4982 PG 2125

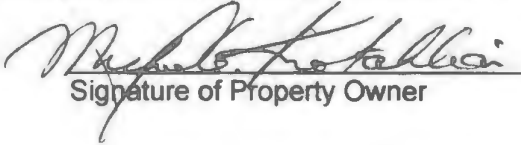


AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN LAKE COUNTY, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) MKMS LLC & MT DORA HILLS LLC, AS
 THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS,
MULTI-PARCEL PROPERTY LOCATED OFF SR46 APPROX 31.66 AC, DO HEREBY AUTHORIZE TO ACT AS MY/OUR
 AGENT (PRINT AGENT'S NAME), AARON HAKIM - AMCO DEVELOPMENT INC., TO EXECUTE ANY PETITIONS OR
 OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY
 DESCRIBED AS FOLLOWS, ANNEXATION & REDEVELOPMENT OF APPROX 31.66 AC ON SR46, AND TO APPEAR ON MY/OUR
 BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND
 TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 08/29/2020


 Signature of Property Owner

MICHAEL G KEOTAHLIAN

Print Name Property Owner

MGR OF:

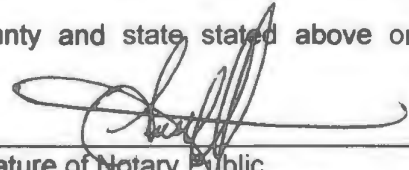
MKMS LLC & MT DORA HILLS LLC

STATE OF FLORIDA :
 COUNTY OF ORANGE :

I certify that the foregoing instrument was acknowledged before me this 29TH day of JUNE,
2020 by MICHAEL G KEOTAHLIAN. He/she is personally known to me or has produced
FL-DL R 545-547-49-402-0 as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 29th day of
JUNE, in the year 2020.




 Signature of Notary Public
 Notary Public for the State of Florida

My Commission Expires: 08/28/2022

Legal Description(s) or Parcel Identification Number(s) are required: MULTI-PARCEL PROPERTY
PARCEL ID #:
34-19-27-0200-004-00100 * 34-19-27-0100-00E-00200 * 34-19-27-0001-000-00100
Alternate Key(s): 1084059 * 1128544 * 1039819
LEGAL DESCRIPTION:
1084059: SUNSET HILLS, WOOD'S REPLAT BLK A LOTS 1 TO 20 INCL, BLK 4 E 15 FT OF CLOSED ST ON WEST PB 11 PG 53 ORB 5438 PG 520
1128544: SUNSET HILLS E 314.15 FT OF LOT 2, BLK E PB 6 PG 112 ORB 5438 PG 520
1039819: W 1/2 OF NW 1/4 OF NE 1/4--LESS SR 46-- ORB 4982 PG 2125

ATTACHMENT #1

PROPERTY RECORD CARD

General Information

Owner Name:	MT DORA HILLS LLC	Alternate Key:	1128544
Mailing Address:	30608 S CORONADO DR SORRENTO, FL 32776 Update Mailing Address	Parcel Number: ⓘ	34-19-27-0100-00E-00200
		Millage Group and City:	0002 (UNINCORPORATED)
		2019 Total Certified Millage Rate:	15.0425
		Trash/Recycling /Water/Info:	My Public Services Map ⓘ
Property Location:	BUTTERCUP LN MOUNT DORA FL 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	SUNSET HILLS E 314.15 FT OF LOT 2, BLK E PB 6 PG 112 ORB 5438 PG 520		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		2.5	AC	\$0.00	\$35,000.00

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

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5438 / 511	3/9/2020	Quit Claim Deed	Multi-Parcel	Vacant	\$100.00
5438 / 520	3/9/2020	Warranty Deed	Multi-Parcel	Vacant	\$1,400,000.00
5244 / 524	2/26/2019	Quit Claim Deed	Multi-Parcel	Vacant	\$100.00
5226 / 1568	1/16/2019	Quit Claim Deed	Multi-Parcel	Vacant	\$100.00
4888 / 1855	1/6/2017	Quit Claim Deed	Multi-Parcel	Vacant	\$100.00
1943 / 2204	4/27/2001	Warranty Deed	Multi-Parcel	Vacant	\$1.00

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

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2020 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	\$35,000	\$35,000	\$35,000	5.07340	\$177.57
LAKE COUNTY MSTU AMBULANCE	\$35,000	\$35,000	\$35,000	0.46290	\$16.20
LAKE COUNTY MSTU FIRE	\$35,000	\$35,000	\$35,000	0.47040	\$16.46
SCHOOL BOARD STATE	\$35,000	\$35,000	\$35,000	3.88500	\$135.98
SCHOOL BOARD LOCAL	\$35,000	\$35,000	\$35,000	2.99800	\$104.93

ATTACHMENT #1

LAKE COUNTY MSTU STORMWATER	\$35,000	\$35,000	\$35,000	0.49570	\$17.35
ST JOHNS RIVER FL WATER MGMT DIST	\$35,000	\$35,000	\$35,000	0.24140	\$8.45
LAKE COUNTY VOTED DEBT SERVICE	\$35,000	\$35,000	\$35,000	0.11000	\$3.85
LAKE COUNTY WATER AUTHORITY	\$35,000	\$35,000	\$35,000	0.35570	\$12.45
NORTH LAKE HOSPITAL DIST	\$35,000	\$35,000	\$35,000	0.95000	\$33.25
				Total: 15.0425	Total: \$526.49

Exemptions Information

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

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

Exemption Savings 🇺🇸

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

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

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

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

Assessment Reduction Savings 🇺🇸

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

ATTACHMENT #1

PROPERTY RECORD CARD

General Information

Owner Name:	MT DORA HILLS LLC	Alternate Key:	1084059
Mailing Address:	30608 S CORONADO DR SORRENTO, FL 32776 Update Mailing Address	Parcel Number: ⓘ	34-19-27-0200-004-00100
		Millage Group and City:	0002 (UNINCORPORATED)
		2019 Total Certified Millage Rate:	15.0425
		Trash/Recycling /Water/Info:	My Public Services Map ⓘ
Property Location:	STATE ROAD 46 MOUNT DORA FL 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	SUNSET HILLS, WOOD'S REPLAT BLK A LOTS 1 TO 20 INCL, BLK 4 E 15 FT OF CLOSED ST ON WEST PB 11 PG 53 ORB 5438 PG 520		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		9.63	AC	\$0.00	\$89,078.00

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

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	UTILITY BUILDING - UNFINISHED (UBU)	80	SF	2009	\$270.00
0002	UTILITY BUILDING - UNFINISHED (UBU)	180	SF	2009	\$608.00
0003	UTILITY BUILDING - UNFINISHED (UBU)	64	SF	2009	\$216.00

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
5438 / 511	3/9/2020	Quit Claim Deed	Multi-Parcel	Vacant	\$100.00
5438 / 520	3/9/2020	Warranty Deed	Multi-Parcel	Vacant	\$1,400,000.00
5244 / 524	2/26/2019	Quit Claim Deed	Multi-Parcel	Vacant	\$100.00
5226 / 1568	1/16/2019	Quit Claim Deed	Multi-Parcel	Vacant	\$100.00
4888 / 1855	1/6/2017	Quit Claim Deed	Multi-Parcel	Vacant	\$100.00
1943 / 2204	4/27/2001	Warranty Deed	Multi-Parcel	Vacant	\$159,100.00

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

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2020 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	\$90,172	\$90,172	\$90,172	5.07340	\$457.48

ATTACHMENT #1

LAKE COUNTY MSTU AMBULANCE	\$90,172	\$90,172	\$90,172	0.46290	\$41.74
LAKE COUNTY MSTU FIRE	\$90,172	\$90,172	\$90,172	0.47040	\$42.42
SCHOOL BOARD STATE	\$90,172	\$90,172	\$90,172	3.88500	\$350.32
SCHOOL BOARD LOCAL	\$90,172	\$90,172	\$90,172	2.99800	\$270.34
LAKE COUNTY MSTU STORMWATER	\$90,172	\$90,172	\$90,172	0.49570	\$44.70
ST JOHNS RIVER FL WATER MGMT DIST	\$90,172	\$90,172	\$90,172	0.24140	\$21.77
LAKE COUNTY VOTED DEBT SERVICE	\$90,172	\$90,172	\$90,172	0.11000	\$9.92
LAKE COUNTY WATER AUTHORITY	\$90,172	\$90,172	\$90,172	0.35570	\$32.07
NORTH LAKE HOSPITAL DIST	\$90,172	\$90,172	\$90,172	0.95000	\$85.66
				Total: 15.0425	Total: \$1,356.42

Exemptions Information

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

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

Exemption Savings 🌐

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

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

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

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

ATTACHMENT #1

PROPERTY RECORD CARD

General Information

Owner Name:	MKMS LLC	Alternate Key:	1039819
Mailing Address:	5152 ISLEWORTH COUNTRY CLUB DR WINDERMERE, FL 34786 Update Mailing Address	Parcel Number:	34-19-27-0001-000-00100
		Millage Group and City:	0002 (UNINCORPORATED)
		2019 Total Certified Millage Rate:	15.0425
		Trash/Recycling /Water/Info:	My Public Services Map
Property Location:	STATE ROAD 46 MOUNT DORA FL 32757 Update Property Location	Property Name:	-- Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	W 1/2 OF NW 1/4 OF NE 1/4--LESS SR 46-- ORB 4982 PG 2125		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		19.53	AC	\$0.00	\$683,550.00

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

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4982 / 2125	8/1/2017	Warranty Deed	Qualified	Vacant	\$635,000.00
3301 / 1689	11/6/2006	Warranty Deed	Qualified	Vacant	\$1,800,000.00
2700 / 1654	11/16/2004	Warranty Deed	Qualified	Vacant	\$1,162,900.00
2543 / 2373	4/8/2004	Warranty Deed	Qualified	Vacant	\$620,000.00
2264 / 2270	2/10/2003	Warranty Deed	Unqualified	Vacant	\$0.00
2264 / 2272	2/5/2003	Warranty Deed	Unqualified	Vacant	\$0.00
2264 / 2274	2/5/2003	Warranty Deed	Unqualified	Vacant	\$0.00
2242 / 1189	1/10/2003	Warranty Deed	Unqualified	Vacant	\$235,900.00
2242 / 1192	1/10/2003	Warranty Deed	Unqualified	Vacant	\$75,100.00
2242 / 1194	1/7/2003	Warranty Deed	Unqualified	Vacant	\$28,600.00
1201 / 2070	12/1/1992	Trustees Deed	Unqualified	Vacant	\$0.00
1201 / 2072	12/1/1992	Trustees Deed	Unqualified	Vacant	\$0.00
1090 / 1213	1/1/1991	Trustees Deed	Unqualified	Vacant	\$0.00
1090 / 1215	1/1/1991	Trustees Deed	Unqualified	Vacant	\$0.00
1090 / 1217	1/1/1991	Trustees Deed	Unqualified	Vacant	\$0.00

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

Values and Estimated Ad Valorem Taxes

Values shown below are 2020 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	Assessed	Taxable	Millage	Estimated
---------------	--------	----------	---------	---------	-----------

ATTACHMENT #1

	Value	Value	Value		Taxes
LAKE COUNTY BCC GENERAL FUND	\$683,550	\$638,045	\$638,045	5.07340	\$3,237.06
LAKE COUNTY MSTU AMBULANCE	\$683,550	\$638,045	\$638,045	0.46290	\$295.35
LAKE COUNTY MSTU FIRE	\$683,550	\$638,045	\$638,045	0.47040	\$300.14
SCHOOL BOARD STATE	\$683,550	\$683,550	\$683,550	3.88500	\$2,655.59
SCHOOL BOARD LOCAL	\$683,550	\$683,550	\$683,550	2.99800	\$2,049.28
LAKE COUNTY MSTU STORMWATER	\$683,550	\$638,045	\$638,045	0.49570	\$316.28
ST JOHNS RIVER FL WATER MGMT DIST	\$683,550	\$638,045	\$638,045	0.24140	\$154.02
LAKE COUNTY VOTED DEBT SERVICE	\$683,550	\$638,045	\$638,045	0.11000	\$70.18
LAKE COUNTY WATER AUTHORITY	\$683,550	\$638,045	\$638,045	0.35570	\$226.95
NORTH LAKE HOSPITAL DIST	\$683,550	\$638,045	\$638,045	0.95000	\$606.14
				Total:	Total:
				15.0425	\$9,910.99

Exemptions Information

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

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

Exemption Savings 🇺🇸

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

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

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

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

PROPERTY RECORD CARD ATTACHMENT #1

General Information

Name:	MK & AD LAND INVESTMENTS LLC	Alternate Key:	2843136
Mailing Address:	5152 ISLEWORTH COUNTRY CLUB DR WINDERMERE, FL 34786 Update Mailing Address	Parcel Number: ⓘ	34-19-27-0100-00D-00100
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling /Water/Info:	My Public Services Map ⓘ
Property Location:	3RD AVE MOUNT DORA FL, 32757 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	SUNSET HILLS LOT 1, BLK D PB 6 PG 112 ORB 5916 PG 862		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL UNBUILDABLE W/VALUE (0006)	0	0		4.940	Acre	\$0.00	\$44,369.00
Click here for Zoning Info ⓘ FEMA Flood Map ⓘ								

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5916 / 862	03/2022	Warranty Deed	Qualified	Vacant	\$500,000.00
898 / 2172	11/1986	Warranty Deed	Qualified	Vacant	\$89,100.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2022 WORKING VALUES.

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

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$44,369	\$44,369	\$44,369	5.0529	\$224.19
SCHOOL BOARD STATE	\$44,369	\$44,369	\$44,369	3.5940	\$159.46
SCHOOL BOARD LOCAL	\$44,369	\$44,369	\$44,369	2.9980	\$133.02

LAKE COUNTY WATER AUTHORITY	\$44,369	\$44,369	\$44,369	0.0129	\$14.33
NORTH LAKE HOSPITAL DIST	\$44,369	\$44,369	\$44,369	0.0000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$44,369	\$44,369	\$44,369	0.2189	\$9.71
LAKE COUNTY MSTU STORMWATER	\$44,369	\$44,369	\$44,369	0.4957	\$21.99
LAKE COUNTY MSTU AMBULANCE	\$44,369	\$44,369	\$44,369	0.4629	\$20.54
LAKE COUNTY VOTED DEBT SERVICE	\$44,369	\$44,369	\$44,369	0.0918	\$4.07
LAKE COUNTY MSTU FIRE	\$44,369	\$44,369	\$44,369	0.5138	\$22.80
				Total: 13.7509	Total: \$610.11

Exemptions Information

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

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

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](#).

Prepared By/Return To:
David M. Campione, Esq.
Campione & Hackney, P.A.
2750 Dora Avenue
Tavares, Florida 32778
File No.: 2657-001

Alternate Key #: 1084059

Special Warranty Deed

This Indenture made by and between **Mount Dora Sunset, Inc.**, a Florida corporation ("Grantor"), whose address is 1433 Holly Glen Run, Apopka, Florida 32703, and **Mt. Dora Hills, LLC**, a Florida limited liability company ("Grantee"), whose address is 30608 S. Coronado Drive, Sorrento, Florida 32776.

In consideration of the sum of ten dollars and other valuable consideration to it in hand paid by Grantee, receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, its heirs and assigns forever, that certain property located in **Lake County, Florida**, further described as follows:

Lots 1 through 20, Block 4, Wood's Replat of Block "A" Sunset Hills Subdivision, the plat thereof recorded in Plat Book 11, Page 53, Public Records of Lake County, Florida.

And

East 15.00 feet of James Avenue, Wood's Replat of Block "A" Sunset Hills Subdivision, the plat thereof recorded in Plat Book 11, Page 53, Public Records of Lake County, Florida.

And

East 314.15 feet of Lot 2, Block 3, Sunset Hills, the plat thereof recorded in Plat Book 6, Page 112, Public Records of Lake County, Florida.

Together with all appurtenances, privileges, rights, interests, dower, reversions, remainders and easements thereto appertaining. Grantor warrants against only the lawful claims of all persons claiming by, through or under Grantor, and none other.

Subject to taxes for the year 2020 and subsequent years and easements and restrictions of record, if any, however this reference shall not serve to reimpose same.



ATTACHMENT #1

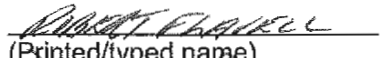
Special Warranty Deed
Page Two

In Witness Whereof, Grantor has caused these presents to be executed in its name by its proper officers thereunto duly authorized, the day and year above written.

Signed, sealed and delivered
 in the presence of:

Grantor: Mount Dora Sunset, Inc.


 (First Witness)


 (Printed/typed name)


 (Second Witness)


 (Printed/typed name)

By: 

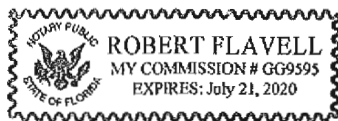
Maurice Simpson
 As Its President

State of Florida

County of Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of March, by Maurice Simpson, as President of Mount Dora Sunset, Inc., on behalf of the corporation. He is ☐ personally known to me or ☒ has produced Florida Driver's License as identification.

(Seal)




 Notary Public

Printed Name of Notary
 My Commission Expires:

20 of 2

RETURN TO: 47836

KEYSTONE TITLE AGENCY, INC.
9735 U.S. Hwy. 19
Port Richey, FL 34668

This Instrument Prepared by:
Elise K. Winters, Esq.
1006 Drew Street
Clearwater, FL 33755
(727) 442-3888

Return to:
KeyStone Title Agency, Inc.
9735 U.S. 19
Port Richey, FL 34688

Property Folio Number: 34-19-27-0001-0000-0100

SPECIAL WARRANTY DEED

THIS INDENTURE, dated and effective as of August 1, 2017, by Podfam Associates, an Illinois general partnership, whose address is 1700 Higgins Road, Suite 280, Des Plaines, Illinois 60018 ("Grantor"), to MKMS LLC, a Florida limited liability company, whose address is 5152 Isleworth Country Club Drive, Windermere, Florida 34786 ("Grantee") (the words "Grantor" and "Grantee" shall include the heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits);

WITNESSETH:

THAT Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee all of Grantor's interest in and to all that tract or parcel of land lying and being in Lake County, Florida, the same being more particularly described as follows:

The West ½ of the Northwest ¼ of the Northeast ¼ of Section 34, Township 19 South, Range 27 East, Lake County, Florida, less the right-of-way for State Road No. 46.

TOGETHER WITH all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining (collectively referred to as the "Premises"), SUBJECT TO and only to (i) taxes not yet due and payable, (ii) easements, covenants and restrictions of record affecting the Premises, if any, and (iii) all exceptions to title appearing in any title insurance policy covering the Premises and naming Grantee as an insured party (collectively referred to as the "Exceptions").

The Premises is not the homestead of the Grantor.

TO HAVE AND TO HOLD the same unto Grantee in fee simple forever.

AND Grantor hereby fully warrants the fee simple title to the Property, and that Grantor has good and lawful authority to sell and convey the Property to Grantee, and that Grantor will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor, but not otherwise, subject however to the Exceptions.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE BLOCK ON NEXT PAGE

ATTACHMENT #1

IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

Signed, sealed and delivered in
presence of the undersigned witnesses:


DIANE K. DOUGLAS

Print name

HONG DAVIS

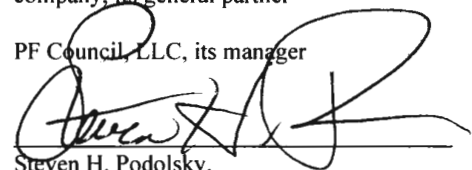
Print name

Podfam Associates, an Illinois general partnership

By: Podfam LLC, a Delaware limited liability
company, its general partner

By: PF Council, LLC, its manager

By:

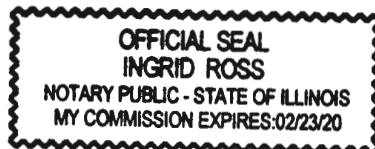

Steven H. Podolsky.

A Member of the Management Committee

STATE OF ILLINOIS
COUNTY OF COOK

THE FOREGOING INSTRUMENT was acknowledged before me August 1, 2017, by Steven H. Podolsky, a Member of the Management Committee of PF Council, an Illinois limited liability company and manager of Podfam LLC, a Delaware limited liability company and general partner of Podfam Associates, an Illinois general partnership, who is personally known to me or who has provided DRIVERS LICENSE as identification, and who did take an oath.

[Notary Seal]





Notary Public

My commission expires: 02/23/20

PREPARED BY AND RETURN TO:
Bradley Arant Boult Cummings LLP
100 N. Tampa St Ste 2200
Tampa, Florida 33602

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of the 10th day of March, 2022, by Florida Rock Industries, Inc., a Florida corporation, whose mailing address is 10151 Deerwood Park Boulevard, Building 100, Suites 120 and 130, Jacksonville, Florida 32256, hereinafter referred to as **GRANTOR**, to MK & AD Land Investments, LLC, a Florida limited liability company, whose mailing address is 5152 Isleworth County Club Dr., Windermere, Florida 34786, hereinafter referred to as **GRANTEE**.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by GRANTEE, the receipt of which is hereby acknowledged, hereby grants, bargains and sells to GRANTEE, and GRANTEE's successors and assigns forever, the following described real property, which is located in ~~Polk~~ ^{Lake} County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (the "**PROPERTY**").

SUBJECT TO those matters of record affecting the Property set forth on EXHIBIT "B" attached hereto and incorporated herein by reference, without reimposing same, as well as ad valorem taxes and assessments for the 2022 tax year and subsequent years (collectively, the "Permitted Exceptions") and those matters set forth herein. Wherever used herein, the terms GRANTOR and GRANTEE include all parties to this instrument and their successors and assigns.

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

By accepting this Deed, Grantee, on behalf of itself and each of its respective affiliates, subsidiaries, agents, employees, members, managers, representatives, contractors, subcontractors, successors, assigns, purchasers, transferees, donees and tenants of Grantee claiming by or through the Grantee (collectively, the "Grantee Parties"), hereby expressly releases and forever discharges (to the extent it is within the power of the Grantee to so release and discharge) Grantor and Grantor's affiliates, subsidiaries, agents, employees, officers, directors, representatives, contractors, subcontractors, successors and assigns (collectively, the "Grantor Parties") from any and all claims, lawsuits, liabilities, obligations, penalties, causes of action, suits in equity or claims for relief of whatever kind or nature, whether known or unknown, that the Grantee Parties may have or which may hereafter be asserted or accrued against the Grantor Parties, or any of them, by the Grantee Parties, resulting from or in any way relating to (a) the environmental condition of the Property and (b) any federal, state or local law, ordinance, zoning rule or regulation applicable to the Property and related to the environment, health or safety, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), any so called "Superfund" or "Super-lien" law, the Toxic Substances Control Act of 1976 (15 U.S.C. Section 2601 et seq.), the Clean Water Act (33 U.S.C. Section 1251 et seq.) and the

ATTACHMENT #1

Clean Air Act (42 U.S.C. Section 7401 et seq.) (collectively, the "Environmental Release"). Grantee and any subsequent transferee agrees to indemnify, defend and hold harmless the Grantor Parties from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) that are caused by, relate to, arise out of or result in connection with any environmental liabilities arising on or otherwise relating to the Property (the "Environmental Indemnity").

The Environmental Release and the Environmental Indemnity shall be construed to be appurtenant to and run with the Property and shall be binding upon any person or entity who may from time to time own, lease or otherwise have an interest in the Property. Grantor may enforce such provisions by any remedies available under applicable law, including without limitation, specific performance.

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

GRANTOR hereby covenants with GRANTEE that it owns the PROPERTY in fee simple, subject to the Permitted Exceptions; that it has good right and lawful authority to sell and convey the PROPERTY and that it warrants the title to the PROPERTY and will defend the same against the lawful claims of all persons claiming by, through or under GRANTOR, but not otherwise, subject to the Permitted Exceptions, the Environmental Indemnity and the Environmental Release.

ATTACHMENT #1

IN WITNESS WHEREOF, GRANTOR has executed and delivered this Special Warranty Deed as of the day and year first above written.

Signed and delivered
in the presence of:

Dorietta L Davis
Witness

Dorietta L Davis
Printed Witness Name:

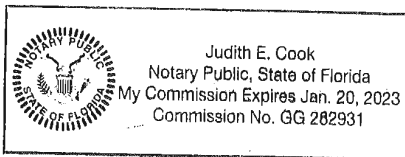
Brian C. Duran
Witness

Brian C. Duran
Printed Witness Name:

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 21st day of February, 2022, by Todd Vencel as VP & GM of Florida Rock Industries, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced N/A as identification.

(NOTARY SEAL)



GRANTOR:

Florida Rock Industries, Inc., a Florida corporation

By: [Signature]
Name: Todd Vencel
Its: VP & GM

Judith E. Cook
Notary Public, State of Alabama Florida

Judith E. Cook
Printed Notary's Name

My Commission Expires: January 20, 2023

ATTACHMENT #1

EXHIBIT "A"
PROPERTY

Lot 1, Block D, Sunset Hills, according to the plat thereof, as recorded in Plat Book 6, Page 112, of the Public Records of Lake County, Florida.

Together with an easement for ingress and egress over the West 25 feet of Lots 1 and 7, Block B, in Sunset Hills, according to the plat thereof recorded in Plat Book 6, Page 112, Public Records of Lake County, Florida.

ATTACHMENT #1

ACKNOWLEDGEMENT BY GRANTEE

The undersigned Grantee joins in the execution of this Special Warranty Deed and expressly acknowledges the Environmental Indemnity and Environmental Release affecting the Property as defined and described in the Special Warranty Deed and agrees that the Grantee and the Property are bound by the same.

IN WITNESS WHEREOF, Grantee has caused this Acknowledgement to be executed under seal on the date shown above by its duly authorized representative.

Signed and delivered
in the presence of:

Margarita Hersley
Witness

Margarita Hersley
Printed Witness Name:

Julie Kestahlian
Witness

Julie Kestahlian
Printed Witness Name:

GRANTEE:

MK & AD Land Investments, LLC

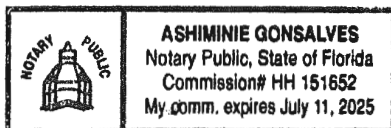
By: [Signature]
Name: MICHAEL G. KEOTAHLIAN
Its: ASGR

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of March, 2022, by MICHAEL G KEOTAHLIAN as GRANTEE of MK & AD Land Investments, LLC, a Florida limited liability company, on behalf of said company. He/She is personally known to me or has produced FLDL as identification.

[Signature]
Notary Public, State of Florida

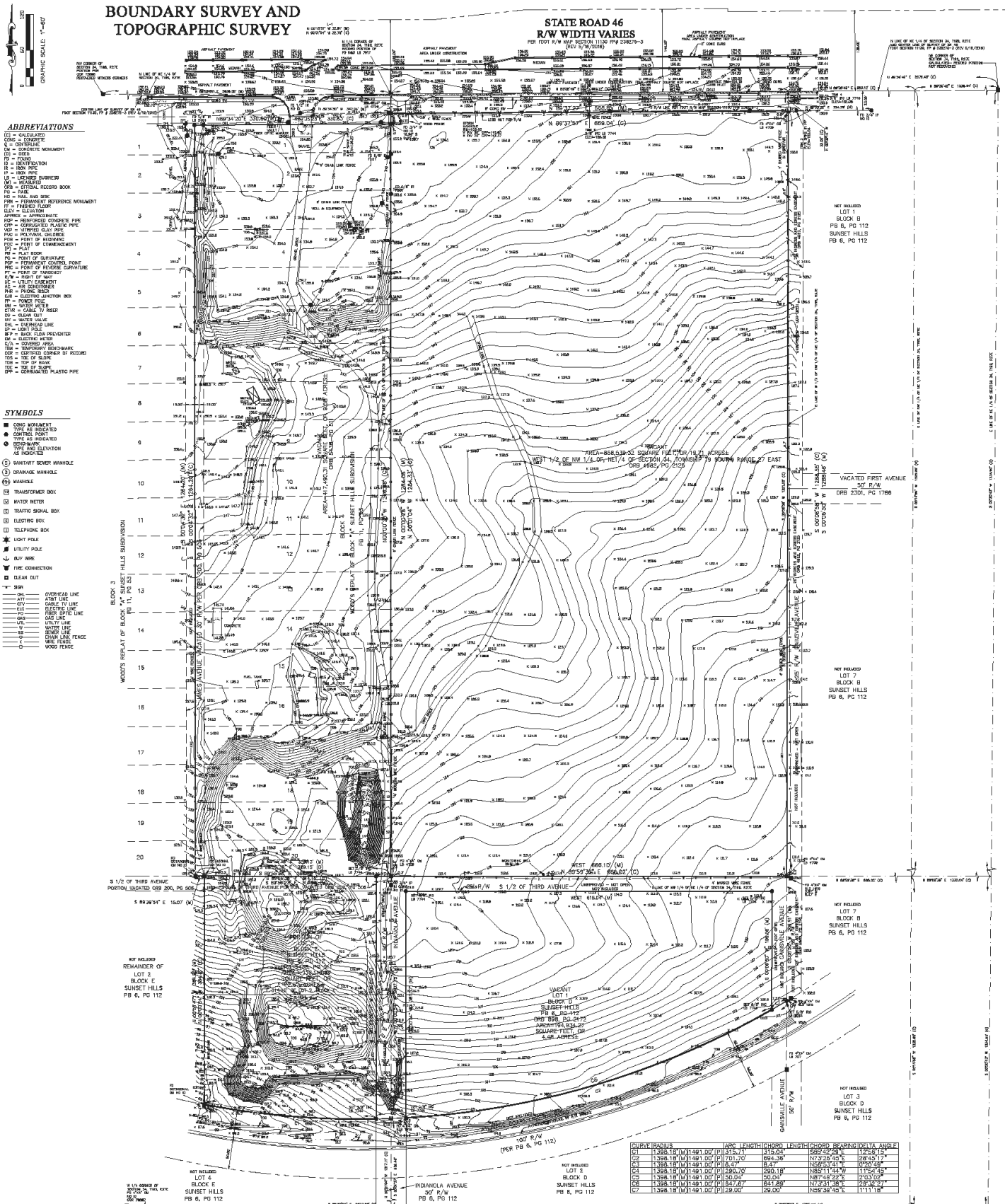
(NOTARY SEAL)



ASHIMINIE GONSALVES
Printed Notary's Name
My Commission Expires: July 11, 2025

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Any lien arising under Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water system, sewer system or gas system servicing the Property.
2. All easements, covenants, conditions, restrictions, reservations, rights of way or other matters of record in the Public Records of Lake County, Florida.
3. All matters shown on the plat recorded in Plat Book 6, Page 112, of the Public Records of Lake County, Florida.
4. Easement granted to Daniels Land Co. to Florida Public Service Company recorded in Miscellaneous Book 8, Page 388, of the Public Records of Lake County, Florida.
5. All matters which would be disclosed by an accurate survey or inspection of the Property.

BOUNDARY SURVEY AND
TOPOGRAPHIC SURVEYSTATE ROAD 46
R/W WIDTH VARIES

ABBREVIATIONS

- C/L = CALCULATED
 C/S = CONCRETE
 E = ELEVATION
 F = FOUND
 G = GRADE
 H = HIGH
 I = IRON PIPE
 L = LAKEDOWN
 M = MEASURED
 N = NORTH
 P = PLANT
 R = ROAD
 S = SURFACE
 T = TIE
 U = UTILITY
 V = VALVE
 W = WATER
 X = CROSSING
 Y = YARD
 Z = ZONE

SYMBOLS

1. DRAINAGE MANHOLE
 2. DRAINAGE MANHOLE
 3. DRAINAGE MANHOLE
 4. DRAINAGE MANHOLE
 5. DRAINAGE MANHOLE
 6. DRAINAGE MANHOLE
 7. DRAINAGE MANHOLE
 8. DRAINAGE MANHOLE
 9. DRAINAGE MANHOLE
 10. DRAINAGE MANHOLE
 11. DRAINAGE MANHOLE
 12. DRAINAGE MANHOLE
 13. DRAINAGE MANHOLE
 14. DRAINAGE MANHOLE
 15. DRAINAGE MANHOLE
 16. DRAINAGE MANHOLE
 17. DRAINAGE MANHOLE
 18. DRAINAGE MANHOLE
 19. DRAINAGE MANHOLE
 20. DRAINAGE MANHOLE

SURVEYOR'S NOTES

- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE OPINION. THERE MAY BE OTHER MATTERS ON RECORD AFFECTING THE SUBJECT PROPERTY.
 - BEARINGS BASED ON THE S 1/4 OF SECTION 34, T8N, R22E, AS BEING A 360°/2° E (AN ASSUMED DATUM FOR GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM DATUM, NAD 83, DERIVED FROM A PRIVATE NETWORK SOLUTION).
 - NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN HEREON.
 - SYMBOLS ARE NOT TO SCALE.
 - THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF EASES.
 - FENCES ARE GRAPHICAL IN NATURE AND NOT TO SCALE. FENCE TIES ARE AS SHOWN HEREON.
 - ELEVATIONS SHOWN HEREON ARE BASED UPON AND MATCHED TO LAKE COUNTY BENCHMARK DESIGNATION MCH0004, HAVING A PUBLISHED ELEVATION OF 150.45, NORTH AMERICAN VERTICAL DATUM OF 1988 (NAD 83).
 - SITE BOUNDARIES ARE AS SHOWN.
 - THE SCALE FOR THE MAP/DRAGGING SHOWN HEREON IS 1"=40' FOR SHEETS 1, 2, AND 3, AND IS INTENDED TO BE DISPLAYED ON A 30" X 40" SIZED SHEET. ANY OTHER SHEET SIZE WILL ALTER THE SCALE OF THE ORIGINAL COPIES AND REPRODUCTIONS MADE FROM PRINTS WILL ALTER THE SCALE OF THE ORIGINAL COPIES.
 - NO JURISDICTIONAL BOUNDARIES OR ENVIRONMENTAL AREAS HAVE BEEN LOCATED AS A PART OF THIS SURVEY, THERE MAY EXIST MICHIGAN OR ENVIRONMENTAL AREAS AND THE SURVEYOR MAKES NO DETERMINATION OF SUCH.
 - THIS SURVEY DOES NOT DETERMINE THE "PRIMARY" HIGH WATER LINES OR THE "MEAN" HIGH WATER LINES. THE STATE OF FLORIDA MAY OWN OR CLAIM THE OWNERSHIP OF THOSE LANDS LYING BELOW THE "ORDINARY" HIGH WATER LINES OR THE "MEAN" HIGH WATER LINES OR BOTH.
 - THE GRID AND PLAT DISTANCES ARE TO THE CENTERS AND ARE NOT TO THE LIMITS OF THE RIGHT-OF-WAYS FOR RECOVERED MONUMENTATION.

SHEET 1 OF 3
 NOT VALID WITHOUT
 SHEET 2 AND 3
 SHEET 1 - BOUNDARY
 SHEET 2 - TOPOGRAPHIC
 SHEET 3 - TREE INFORMATION

LEGAL DESCRIPTION

Description (per DBS 4886, PG 2105):
 THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, T8N, R22E, AS BEING A 360°/2° E (AN ASSUMED DATUM FOR GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM DATUM, NAD 83, DERIVED FROM A PRIVATE NETWORK SOLUTION).
 LOTS 1 THROUGH 20, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 1, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 2, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 3, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 4, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 5, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 6, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 7, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 8, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 9, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 10, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 11, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 12, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 13, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 14, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 15, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 16, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 17, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 18, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 19, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 LOT 20, BLOCK 3, WOOD'S REPLAT OF BLOCK 4, SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Surveyor's Certifications

I hereby certify that this survey was taken, made, and made to conform with the "Standards of Practice" for land surveying in the State of Florida Chapter 461-105, to the 2008 Florida Administrative Code, current to Chapter 177 and 178, Florida Statutes and unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Engineer, this drawing, map, plan or map is for informational purposes only and is not valid.

Joseph A. Hays, P.E. No. 6025
 Print Date

PREPARED FOR: **City of Mount Dora, Regular Session Agenda**
 DATE: **11/11/19**

STATE ROAD 46, MOUNT DORA, LAKE COUNTY, FL 32757

FIELD NO: DW
 DATE: 11/11/19

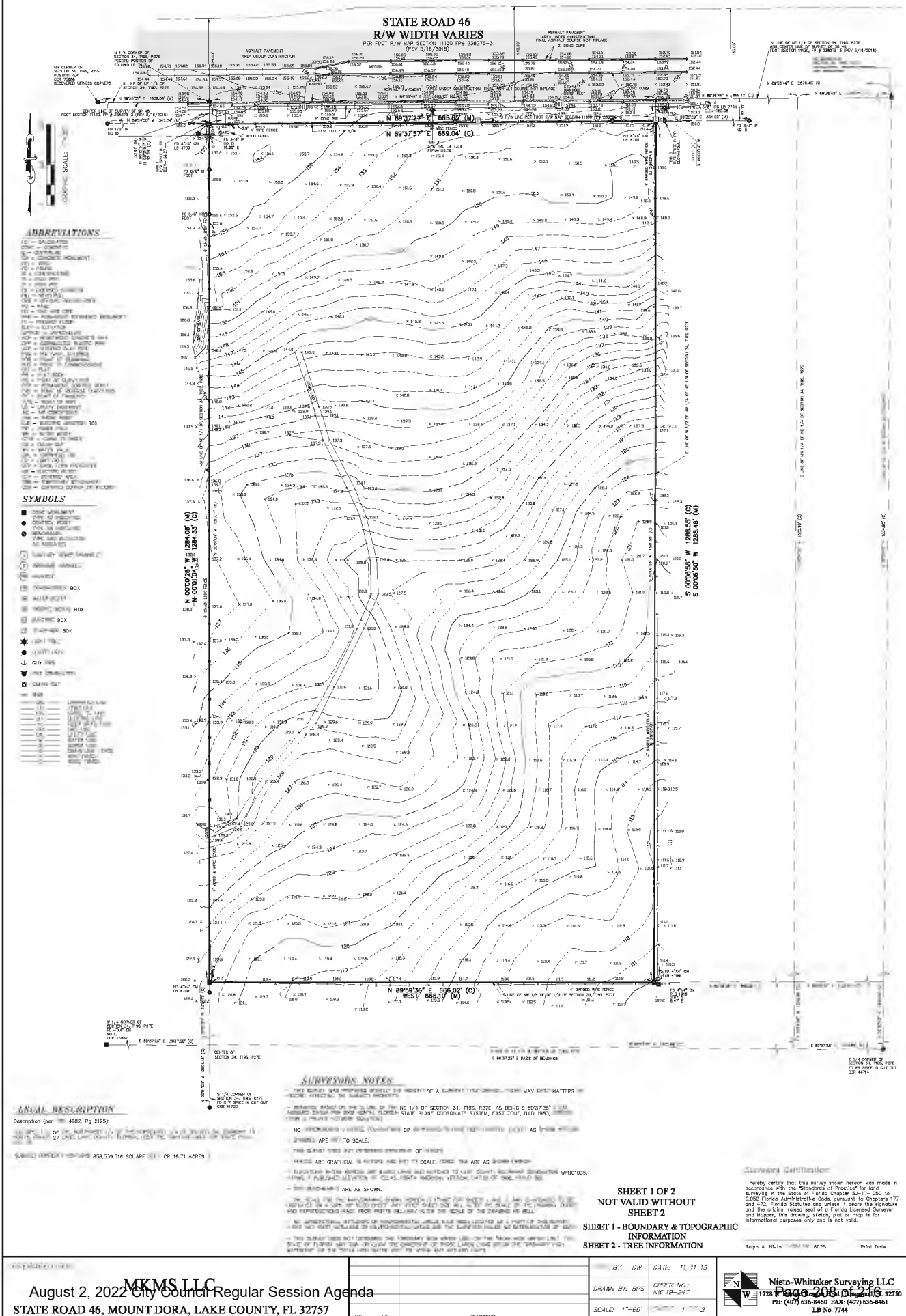
DRAWN BY: BPS
 ORDER NO: 18-247

SCALE: 1"=40'
 SHEET: 1 OF 2

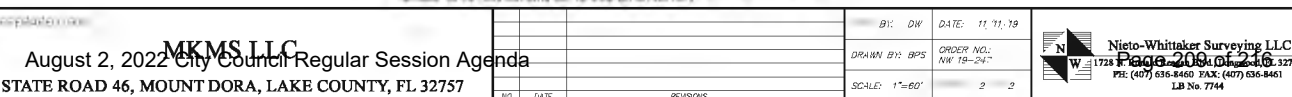
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Surveying LLC
 1728 N. Ronald Reagan Blvd., Longwood, FL 32750
 PH: (407) 616-8450 FAX: (407) 616-8461
 LA No. 7744

BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY



BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY



PLAT OF SURVEY

(PAVED -- R/W VARIES DOWN LINE)
STATE ROAD NO. 46



"VACANT LAND"
CONTAINING 12.238 ACRES, MORE OR LESS
(DOES NOT INCLUDE THE R/W OF INDIANOLA AVENUE)

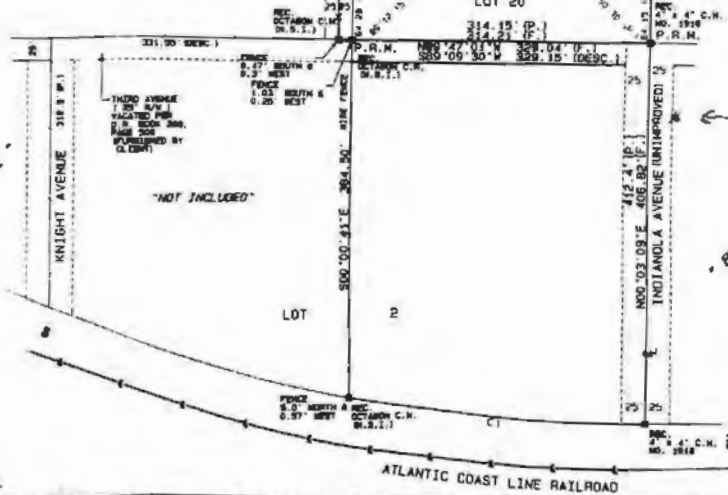
DESCRIPTION:

LOTS 1 THROUGH 20, BLOCK 4, AND EAST 15 FEET OF JAMES AVENUE,
ACCORDING TO THE PLAT OF WOOD'S REPLAT OF BLOCK A, SUNSET
HILLS SUBDIVISION, FILED 14 JANUARY 1953, AND RECORDED IN
PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALSO, EAST 314.15 FEET OF LOT 2, BLOCK E, ACCORDING TO THE
PLAT OF SUNSET HILLS, FILED 1 FEBRUARY 1926, AND RECORDED
IN PLAT BOOK 6, PAGE 112, PUBLIC RECORDS OF LAKE COUNTY,
FLORIDA.

PROPERTY DESCRIBED HEREON LIES IN ZONE "C" ACCORDING TO THE
F.I.R.M. COMMUNITY - PANEL NO. 120421 - 0250 - B.

CURVE	DELTA	RADIUS	APC	TANGENT	CHORD	CHORD BEARING
C1	12°06'48"	1491.00'	315.21'	156.20'	314.63'	S82°44'05"E



NO ABSTRACT OF TITLE DONE BY THIS OFFICE.
DESCRIPTION AND OR ADDRESS FURNISHED BY CLIENT.
CERTIFICATION IS LIMITED TO THE PARTIES NAMED HEREON.
ABOVE GROUND AND UNDERGROUND UTILITIES NOT LOCATED UNLESS OTHERWISE SHOWN.
SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND OR RESTRICTIONS OF RECORD IF ANY.

I HEREBY CERTIFY THAT THIS SURVEY
WAS MADE UNDER MY RESPONSIBLE
CHARGE AND MEETS OR EXCEEDS THE
MINIMUM TECHNICAL STANDARDS AS
SET FORTH BY THE FLORIDA BOARD OF
PROFESSIONAL LAND SURVEYORS AND
MAPPERS.

DRAFTSMAN
JOB NUMBER: APLR101
BOUNDARY SURVEY DATE: 04-12-2001
FOUNDATION LOCATION DATE:
FINAL AS-BUILT DATE:

CERTIFIED TO:

NET ATLANTIS, INC.

LEGEND:

B.M.	BENCHMARK	P.O.B.	POINT OF BEGINNING
B.L.	BUILDING	P.O.C.	POINT ON CURVE
C.	CHORD	P.O.T.	POINT OF TANGENCY
C.B.	CHORD BEARING	P.O.I.	POINT OF INTERSECTION
C.M.	CONCRETE BLOCK	P.O.R.	POINT OF REVERSE CURVE
C.M.	CONCRETE MONUMENT	P.T.	POINT OF TANGENCY
C.	COVERED	P.S.	PROFESSIONAL LAND SURVEY
D.	DESCRIPTION	P.S.	PROFESSIONAL SURVEY
E.	EASEMENT	R.	RADIUS
F.	FIELD MEASUREMENT	R.P.	RADIUS POINT
F.L.	FINISHED FLOOR	R.S.	REGISTERED LAND SURVEYOR
E.	ELEVATION	R.S.	REGISTERED LAND SURVEYOR
P.	PIPE	R.S.	REGISTERED LAND SURVEYOR
P.R.	IRON PIPE	R.S.	REGISTERED LAND SURVEYOR
R.	RAILROAD	R.S.	REGISTERED LAND SURVEYOR
L.	LICENSED SURVEYOR	R.S.	REGISTERED LAND SURVEYOR
L.	LICENSED SURVEYOR	R.S.	REGISTERED LAND SURVEYOR

ORDINANCE NO: 2022-11

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED SOUTH SIDE OF SR 46 AND EAST OF BUTTERCUP LANE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mt. Dora Hills, LLC, MKMS, LLC, MK and AD Land Investments, LLC, (Property Owners) are the fee simple owner of that properties generally located south side of SR 46 and east of Buttercup Lane in unincorporated Lake County, Florida, as depicted and identified on that map attached as **Exhibit "A"** (Property); and

WHEREAS, pursuant to Florida Statutes, Section 171.044, the Property Owners have 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 side of SR 46 and east of Buttercup Lane in unincorporated Lake County, is hereby annexed into the municipal limits of the City of Mount Dora pursuant to Florida Statutes, Section 171.044. The Property annexed is more particularly described as follows:

DESCRIPTION (PER ORB 4982, PG 2125): THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 46; AND

DESCRIPTION (PER ORB 5438, PG 511): LOTS 1 THROUGH 20, BLOCK 4, WOOD'S REPLAT OF BLOCK "A" SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND EAST 15.00 FEET OF JAMES AVENUE, WOOD'S REPLAT OF BLOCK "A" SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND EAST 314.15 FEET OF LOT 2, BLOCK E, SUNSET HILLS, THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 112, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND

DESCRIPTION (PER ORB 898, PG 2172): LOT 1, BLOCK D, IN SUNSET HILLS, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 112, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALL THE ABOVE CONTAINING 36.61 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:

DESCRIPTION (PER ORB 4982, PG 2125): THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, LESS THE RIGHT-OF-WAY FOR STATE ROAD NO. 46; AND

DESCRIPTION (PER ORB 5438, PG 511): LOTS 1 THROUGH 20, BLOCK 4, WOOD'S REPLAT OF BLOCK "A" SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND EAST 15.00 FEET OF JAMES AVENUE, WOOD'S REPLAT OF BLOCK "A" SUNSET HILLS SUBDIVISION, THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND EAST 314.15 FEET OF LOT 2, BLOCK E, SUNSET HILLS, THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 112, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; AND

DESCRIPTION (PER ORB 898, PG 2172): LOT 1, BLOCK D, IN SUNSET HILLS, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 112, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALL THE ABOVE CONTAINING 36.61 ACRES, MORE OR LESS.

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

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

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

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

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

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

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

FIRST READING:

SECOND READING:

PASSED AND ADOPTED this day of 2022.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen, City Attorney

EXHIBIT "A"
Property Depiction

Legend

-  City Limits
-  JPA
-  Rail Road

Vicinity Map
36.61 +/- Acres



N.T.S.

