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 16, 2022, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

PUBLIC COMMENTS

- This is the time for the public to come forward with any comments on any subject related to City business that is not listed on the Agenda.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. If you are part of a group, try to designate a speaker.
- Please address all comments to the Mayor.
- We will try to answer your questions at the time asked; however, there may be times we will need to conduct research prior to providing an answer.

APPROVAL OF AGENDA

BOARD APPOINTMENTS

CONSENT AGENDA

1. Request Approval of Change Order #1 for Mayer Electric (Fire Station #35) **4**

2. Request Approval of Change Order #1 for Ajax Building (Public Works Facility) **10**

3. Request Acceptance of the Edward Byrne Memorial Justice Assistance Grant **16**

4. Request Approval of Amendment 1 to the Agreement for All-Requirements Purchase and Sale of Electric Energy with Orlando Utilities Commission **66**

5. Request Approval of Meeting Minutes **109**
-August 2, 2022 City Council Regular Session
-August 2, 2022 Northeast CRA Governing Board Regular Session

ACTION ITEMS

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval of Final Reading of **Ordinance No. 2022-40,** Change in Zoning – Lake County Water Authority (Greenbelt Zoning) **122**

2. Request Approval of Final Reading of **Ordinance No. 2022-11,** Annexation for Mt. Dora Hills, LLC, et al (36.61 Acres) **176**

3. Request Approval of Final 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 **218**

4. Request Approval of Final Reading of **Ordinance No. 2022-16**, Amending Chapter 8, Animals, of the Code of Ordinances **225**

5. Request Approval of **Resolution No. 2022-52**, Establishing Temporary Waiver for Certain Reclaimed Water Meter Fees **233**

6. Request Approval of **Resolution No. 2022-54**, Establishing Temporary Waiver for Late Fee Penalties and Temporary One-Time Waiver for Delinquent Fees **237**

INFORMATIONAL ITEMS

1. Clarify revision to Exhibit E to the Agreement between the City of Mount Dora and Borrelli + Partners, Inc., for Design and Engineering for the Community Resource and Recreation Center. This revision was made to clarify the timeline of the agreement that was approved by City Council at the August 2, 2021 regular meeting. **241**

2. Scrivener's error revision to correct the figure representing the Rolled Back Rate in Resolution No. 2022-14 **274**

CITY MANAGER'S REPORT

1. Lobbyist Update **279**

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

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

FUTURE MEETING DATES

- 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
- October 4, 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 16, 2022**

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

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

SUBJECT: Request Approval of Change Order #1 for Mayer Electric (Fire Station #35)

Introduction:
This is a request for City Council to approve Construction Change Order #1 for Mayer Electric on the Fire Station 35 construction project.

Discussion:
Mayer Electric Supply Company is the lighting subcontractor for Construction Manager at Risk (CMAR), Wharton-Smith, on the Fire Station 35 construction project. On February 2, 2022, the City issued a purchase order to Mayer Electric Supply Company in the amount of $48,572 for the owner-direct purchase of light fixtures and associated lighting materials. Upon review by the CMAR project manager and City staff, it was determined that certain lighting fixtures and accessories were not carried forward on the revised construction drawings used to bid the lighting package. Staff worked with Wharton-Smith and ADG to include lighting fixtures and accessories missed on the revised drawings and obtained an updated quote from Mayer. The price increase exceeds 10% of the original purchase order, requiring City Council approval.

Budget Impact:
Funding is budgeted in GL# 310-5555-580.62-35-FS0035 for the Fire Station 35 project.

Strategic Impact:
N/A

Recommendation:
City Council approve Change Order #1 for Mayer Electric (Fire Station #35).

Attachment(s):
1. PO#22-00143 CO#1

Prepared by:	Jeanann Hand, Deputy City Clerk	
Reviewed by:	Merry Lovern , Executive Assistant	Approved - 8/5/2022
	Chet Cramer, Project Manager	Approved - 8/5/2022
	Aneta Barton, Budget Director	Approved - 8/5/2022
	Sherry Sutphen, City Attorney	Approved - 8/8/2022
	Jessica Burnham, City Clerk	Approved - 8/9/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/9/2022
	Patrick Comiskey, City Manager	Final Approval - 8/10/2022

ATTACHMENT #1

CITY OF MOUNT DORA

Purchasing Division

Marilyn Douglas – Purchasing Manager
510 North Baker Street
Mount Dora, FL 32757
Phone: 352-735-7179
douglasm@cityofmountdora.com

CONSTRUCTION CHANGE ORDER FORM

Today's Date: 8/16/2022

Original PO Number: 22-00143

Original PO Amount: $ 48,572.00

Cancel PO? Yes (No)

Change Order Number: 1

Work Order #: _____

PO issued to: Mayer Electric Supply Company
(Vendor Name)

The following change(s) are requested to the purchase order amount per the attached documentation:

(+)/- line # 1 by 1 (qty) @ $ 5,972.00 /unit GL #: 310-5555-580.62-35-FS0035

+ / - line # _____ by _____ (qty) @ $_____ /unit GL #: _____

+ / - line # _____ by _____ (qty) @ $_____ /unit GL #: _____

Reason for Purchase Order Change: Add lighting that was not carried forward on revised drawings.

New Purchase Order Total with Change Order: $ 54,544.00

All back-up documentation must be attached by the originator of this form and forwarded to each approval point. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Finance Director, the City Manager. The cumulative total of all change orders cannot exceed $50,000 of the original award amount. The City Council must approve all change orders exceeding $50,000. Signature below is approval for this change to be made. Any change made to a City Council approved PO, must be approved by City Council again.

SIGNATURE APPROVALS

_____ Architect/Engineer	Duncan D. Graham Digitally signed by Duncan D. Graham DN: C=US, E=dgraham@whartonsmith.com, CN=Duncan D. Graham Reason: I have reviewed this document Date: 2022.08.04 13:40:44-04'00' _____ Construction Manager
Chet D. Cramer Digitally signed by Chet D. Cramer DN: C=US, E=ccramer@cityofmountdora.com, O=City of Mount Dora, OU=Construction Project Manager, CN=Chet D. Cramer Date: 2022.08.02 15:11:49-04'00' _____ Project Manager	_____ Department Head
_____ Finance Director	_____ City Manager (Not to Exceed $50,000 cumulative total)
_____ City Council (To Exceed $50,000)	

MAYER ELECTRIC SUPPLY COMPANY, INC.

4601 SW 34TH STREET SUITE 107 ORLANDO FL 32811-6415 Br #: 504500

407-857-0650 Fax: 407-422-5844

Quotation #: 1578188

"Purchaser"

Date: May 18, 2022

To: CITY OF MOUNT DORA FLORIDA
510 N BAKER STREET
MOUNT DORA, FL 32757

Ship To: MOUNT DORA FIRE STATION #35
3200 CR 19A
MOUNT DORA, FL 32757

Project Name: MT DORA FIRE STATION #35

Job: FIXTURES

Contact: PURCHASING

Internet: www.mayerelectric.com

Quantities may be limited to normally purchased amounts through stock. Mayer reserves the right to void quotation for purchase quantities that exceed current shelf stock at time of shipment. Direct Shipment Quotes are valid based on terms provided by manufacturer.

QUOTATION VOID AFTER DATE: May 25, 2022

PIPE AND WIRE QUOTE VOID AFTER: May 19, 2022

Type	Quantity	Description	Price	Per	Total
		" AS SPECIFIED/ APPROVED LIGHTING PACKAGE "			

	1	LOT FIXTURE PRICE: BASED ON REV#2 & RFI06 CHANGES	53,044.0000		53,044.00
		**PER YOUR REVISED BILL OF MATERIAL			
B1	35	COLUMBIA LCAT22-40MLG-EDU			
B1E	13	COLUMBIA LCAT22-40MLG-EDU-ELL14			
D1	21	PRESCOLITE LBP6-6LBP15L40KAZ			
D1E	4	PRESCOLITE LBP6-6LBP15L40KAZ-ELL14			
D1E	4	COMPASS CPL25			
D2	3	PROGRESS P500355-020 (CONFIRM COLOR)			
G2	11	COLUMBIA LAW-35ML-EDU			
G2E	4	COLUMBIA LAW-35ML-EDU-ELL14			
J	12	COLUMBIA CLB2-40MM-W-EDU			
JE	10	COLUMBIA CLB2-40MM-W-EDU-ELL14			
N	27	COLUMBIA NW-H-2-WH			
P	1	PRULITE - P4040-LED4-MO-FWA-YSRM-D9-DC-UNV-MPCA96"X-DM01			
SLD	3	KIM LIGHTING KFL1/16L-40/4K7/WF-UNV/K/*			
SLD		(VERIFY CEILING SYSTEM APPROVED)			
UC-42	2	LUMAX LEDUC-42-WH-42-WH-15 (CONFIRM LENGTH)			
X1-SF	13	COMPASS CCEDRE			
		SITE LIGHTING INCLUDED			
P3	1	KIM LIGHTING ALT1/54L-120/4K7/3/UNV/A34/BLT			
P4	8	KIM LIGHTING ALT1/54L-120/4K7/4/UNV/A34/BLT/BC			
P3/P4	9	VALMONT POLES 1908-30505TE-D1-BL-HH			
P3/P4-AD D	1	LOT IN-LINE POLE FUSING & LTG ARRESTORS (9-POLES)	1,500.0000		1,500.00
M***	8	PERFORMANCE IN LIGHTING 070109			
WS***	11	PERFORMANCE IN LIGHTING 079652 NIKKO			
WSEM***	1	DUALITE LPS55 INVERTER			
SLA***	1	HUBBELL LSP-LSCS (ALF-12LU-5K-BZ - DISCONTINUED)			

		LIGHTING CONTROLS: INCLUDED			
OSC	19	LEVITON OSC20-M0W			
PP	19	LEVITON OSP20-RDH			
DIM	11	LEVITON ZS057-D0Z			

MAYER ELECTRIC SUPPLY COMPANY, INC.
4601 SW 34TH STREET SUITE 107 ORLANDO FL 32811-6415 Br #: 504500
407-857-0650 Fax: 407-422-5844

Quotation #: 1578188

"Purchaser"

Date: May 18, 2022

To: CITY OF MOUNT DORA FLORIDA
510 N BAKER STREET
MOUNT DORA, FL 32757

Ship To: MOUNT DORA FIRE STATION #35
3200 CR 19A
MOUNT DORA, FL 32757

Project Name: MT DORA FIRE STATION #35

Job: FIXTURES

Contact: PURCHASING

Internet: www.mayerelectric.com

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QUOTATION VOID AFTER DATE: May 25, 2022

PIPE AND WIRE QUOTE VOID AFTER: May 19, 2022

Type	Quantity	Description	Price	Per	Total

ADDER		***ADDITIONAL DEVICES FOR JURISDICTION COMPLIANCE	789.0000		
ADDER		***SPECS: 265100-3 1.7 A & B : (2) ADDITIONAL EXITS AND			
ADDER		(4) ADDITIONAL EMERGENCY BATTERY PACKS.			

		**LIGHTING CONTROLS EXCLUDE FACTORY START-UP OR 3RD PARTY FUNDAMENTAL TESTING.			
		**EXCLUDES SUSPENSION/SUPPORT/HANGING HARDWARE			
		**EXCLUDES MOCK-UPS & SAMPLES			
		**QUOTING FACTORY STANDARD FINISHES & WARRANTIES			
		**EXCLUDES SPARE MATERIALS			
		**PRICING FIRM FOR 30-DAYS.			

		**PRICING FIRM FOR ORDER RELEASE NO LATER THAN MAY 30,2022 SUPPLIER PRICE INCREASE IN EFFECT AFTER THIS DATE.			
		**EXCLUDES SALES TAX			
		**FREIGHT ALLOWED			

		**ESTIMATED ODP TAX COST SAVINGS: NOT INCLUDED ABOVE			
		LOT 6% FLORIDA STATE SALES TAX: $3182.64			
		LOT 1% LAKE COUNTY SURTAX $ 55.00			
		**BASED ON THIS QUOTATION ONLY. NO CHANGE ORDERS OR REVISIONS INCLUDED.			

MAYER ELECTRIC SUPPLY COMPANY, INC.

4601 SW 34TH STREET SUITE 107 ORLANDO FL 32811-6415 Br #: 504500

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QUOTATION VOID AFTER DATE: May 25, 2022

PIPE AND WIRE QUOTE VOID AFTER: May 19, 2022

Type	Quantity	Description	Price	Per	Total

Freight Terms: FOB Shipping Point

Quotation Total: 54,544.00

Freight Terms: **Prepaid & Allowed:** Y **Prepaid & Charged:** N

TERMS AND CONDITIONS GOVERNING THIS QUOTE ARE AVAILABLE ONLINE AT WWW.MAYERELECTRIC.COM OR UPON REQUEST. BY ACCEPTING THIS QUOTE, YOU AGREE AND UNDERSTAND THE TERMS AND CONDITIONS GOVERNING THIS QUOTE.QUOTE TOTAL DOES NOT INCLUDE APPLICABLE TAXES. SUBJECT TO CREDIT APPROVAL.To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Customer in this Contract.The customer warrants that there are no governmental contracting requirements or regulations that apply to this transaction(including without limitation any Federal Acquisition Regulations) other than such terms as have been disclosed to Seller and agreed to bySeller in writing prior to Seller agreeing to this transaction. Mayer Electric Supply reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from competent authority.

EXCUSABLE DELAY Purchaser acknowledges that products sold hereunder and/or parts thereof may be produced in, or otherwise sourced from, areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in the capacity of Mayer Electric and/or its subcontractors/suppliers to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by Mayer and/or its subcontractors/supplier partners as preventive or curative measures to avoid harmful contamination exposure of the associates of Mayer Electric or its subcontractors/supplier partners. Purchaser therefore recognizes that such circumstances shall be considered as a cause for **excusable delay** not exposing Mayer Electric to contractual sanctions including without limitation any delay penalties, liquidated or other damages or termination for default.

Mayer Contact: 103606 **Laura Woolington**

ACCEPTANCE

Date:

Mayer Electric Supply Co. Inc.

email: lwoolington@mayerelectric.com

Form Effective Date: February 2012

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

DATE: **August 16, 2022**

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

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

SUBJECT: Request Approval of Change Order #1 for Ajax Building (Public Works Facility)

Introduction:

This is a request to approve Change Order #1 for pre-construction services performed by Ajax on the Public Works Facility construction project.

Discussion:

On April 7, 2020, City Council approved Resolution No. 2020-23, authorizing the pre-construction services agreement with Ajax Building Company, LLC for Construction Manager at Risk (CMAR) Services for construction of the Public Works Facility. The total fee approved for Pre-Construction Services as bid was $134,761. Staff initially worked with ADG (project architects) and Ajax to design a public works administration building, warehouse with crew facilities, and ancillary structures. Initial cost estimates exceeded bond funding and, due to changes in policy direction, management and market conditions, multiple iterations were subsequently developed, resulting in additional services rendered by Ajax.

In its pre-construction bid, Ajax estimated $19,914 for staff time and materials. Ajax has presented documentation confirming a total of $79,656.65 was incurred in staff time and materials during the pre-construction phase of this project, which represents a variance of $59,742.49 from the original bid. In discussions with staff, Ajax has agreed to accept $40,000 for the additional work performed during pre-construction. The price increase exceeds 10% of the original purchase order, requiring City Council approval.

Budget Impact:

Funding is budgeted in GL# 500-5555-580.63-01-DE1901 for the Public Works Facility project.

Strategic Impact:

N/A

Recommendation:

City Council approve Change Order #1 for Ajax Building (Public Works Facility).

Attachment(s):

1. PO# 20-973 CO#1jc

Prepared by:	Jeanann Hand, Deputy City Clerk	
Reviewed by:	Merry Lovern , Executive Assistant	Approved - 8/5/2022
	Chet Cramer, Project Manager	Approved - 8/5/2022
	Aneta Barton, Budget Director	Approved - 8/5/2022
	Sherry Sutphen, City Attorney	Approved - 8/9/2022
	Jessica Burnham, City Clerk	Approved - 8/9/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/9/2022
	Patrick Comiskey, City Manager	Final Approval - 8/10/2022

CITY OF MOUNT DORA

Purchasing Division

Marilyn Douglas – Purchasing Manager
510 North Baker Street
Mount Dora, FL 32757
Phone: 352-735-7179
douglasm@cityofmountdora.com

CONSTRUCTION CHANGE ORDER FORM

Today's Date: 8/16/2022 Original PO Number: 20-973

Original PO Amount: $ 134,761.00 Cancel PO? Yes No

Change Order Number: 1 Work Order #: _____

PO issued to: Ajax Building Company
(Vendor Name)

The following change(s) are requested to the purchase order amount per the attached documentation:

+ / - line # 1 by 1 (qty) @ $ 40,000.00 /unit GL #: 500-5555-580.63-01-DE1901

+ / - line # _____ by _____ (qty) @ $_____ /unit GL #: _____

+ / - line # _____ by _____ (qty) @ $_____ /unit GL #: _____

Reason for Purchase Order Change: Additional work performed in excess of original scope

New Purchase Order Total with Change Order: $ 174,761.00

All back-up documentation must be attached by the originator of this form and forwarded to each approval point. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Finance Director, the City Manager. The cumulative total of all change orders cannot exceed $50,000 of the original award amount. The City Council must approve all change orders exceeding $50,000. Signature below is approval for this change to be made. Any change made to a City Council approved PO, must be approved by City Council again.

SIGNATURE APPROVALS

_____
Architect/Engineer

Jeremy Cox
Digitally signed by Jeremy Cox
DN: E=Jeremy.Cox@ajaxbuilding.com, CN=Jeremy Cox, OU=Users, OU=Ajax, DC=sto, DC=com
Reason: I have reviewed this document
Date: 2022.08.03 09:11:35-04'00'
Construction Manager

Chet D. Cramer
Digitally signed by Chet D. Cramer
DN: C=US, E=cramerc@cityofmountdora.com, O=City of Mount Dora, OU=Construction Project Manager, CN=Chet D. Cramer
Date: 2022.08.02 15:10:21-04'00'
Project Manager

_____
Department Head

_____
Finance Director

_____
City Manager (Not to Exceed $50,000 cumulative total)

_____
City Council (To Exceed $50,000)

Central Florida Office
735 Primera Boulevard, Suite 230
Lake Mary, Florida 32746
407.732.7335 Phone

www.ajaxbuilding.com

FL - CGC 042112
GA - GCCO 006464
GA - GCQA 006462
SC - G122422
AL - 54552
NC - 83194
TN - 74075

28 April 2022

Chet Cramer
City of Mt. Dora
510 N Baker St
Mount Dora, FL 32757

Re: Mt. Dora Public Works Facility
Additional Preconstruction Phase Fee Adjustment

Chet,

Pursuant to our conversation this week, find this letter as justification for an additional Pre-Construction fee adjustment for the Mt. Dora Public Works Facility in accordance with the terms of Exhibit "A" CMAR Agreement RFQ-19-RW-036. The adjustment is a result of additional time and resources allocated to the Programing/Conceptual phase over the last 24 months related to analysis of various options provided by the City that were not previously anticipated by Ajax, the A/E, or the City. A justification and summary of costs is attached; please note that we are not requesting the full amount able to be justified. We anticipate no additional requests as the documents are moving forward.

Should you have any questions on the above or attached. Please don't hesitate to give me a call.

Sincerely,
AJAX BUILDING COMPANY

Jeremy Cox
Operations Manager

xc: James De La Rosa: Ajax Building Company
File 1.1A

attach: Preconstruction Adjustment Calculation (2 pages)

PRECONSTRUCTION ADJUSTMENT CALCULATION

4/28/2022

ORIGINAL PROGRAMMING / CONCEPTUAL DESIGN PHASE (from Preconstruction Proposal)

Project Personnel

Description	Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total
Project Executive	2.00	4	8	Man Hours	$120.19	$962
Operations Manager	9.00	8	72	Man Hours	$96.15	$6,923
Project Manager	4.00	8	32	Man Hours	$60.10	$1,923
Project Superintendent	2.00	4	8	Man Hours	$64.90	$519
Project Administrator	4.00	8	32	Man Hours	$31.25	$1,000
Chief Estimator	2.00	8	16	Man Hours	$60.10	$962
Estimator	0.00	8	0	Man Hours	$57.69	$0
BIM Coordinator	0.00	0	0	Man Hours	$88.94	$0
					Subtotal - Project Personnel	$12,288
					Labor Burden @ 47%	$5,776
					TOTAL - PROJECT PERSONNEL	$18,064

Materials and Equipment

Description	Quantity	Unit	Unit Cost	Total
Policy & Procedure Manual	1	Each	$125.00	$125
Project Schedule	1	Each	$150.00	$150
Schedule Updates	2	Each	$150.00	$300
Mileage	225	Miles	$0.445	$100
Deliverable Reports	1	Each	$300.00	$300
Construction Document Reproductions*	1	Sets	$125.00	$125
Data Processing	1	Each	$100.00	$100
Postage	1	Each	$150.00	$150
Project Photographs	0	Each	$500.00	$0
Communications	1	Each	$200.00	$200
Office Supplies	1	Each	$300.00	$300
			TOTAL - MATERIALS & EQUIPMENT	$1,850
			TOTAL PROGRAMMING / CONEPTUAL PHASE	**$19,914**

ACTUAL PROGRAMMING / CONCEPTUAL DESIGN PHASE (Effort x 4 document revisions)

Project Personnel

Description	Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total
Project Executive	8.00	4	32	Man Hours	$120.19	$3,846
Operations Manager	36.00	8	288	Man Hours	$96.15	$27,692
Project Manager	16.00	8	128	Man Hours	$60.10	$7,692
Project Superintendent	8.00	4	32	Man Hours	$64.90	$2,077
Project Administrator	16.00	8	128	Man Hours	$31.25	$4,000
Chief Estimator	8.00	8	64	Man Hours	$60.10	$3,846
Estimator	0.00	8	0	Man Hours	$57.69	$0
BIM Coordinator	0.00	0	0	Man Hours	$88.94	$0
					Subtotal - Project Personnel	$49,154
					Labor Burden @ 47%	$23,102
					TOTAL - PROJECT PERSONNEL	$72,256

Materials and Equipment

Description	Quantity	Unit	Unit Cost	Total
Policy & Procedure Manual	4	Each	$125.00	$500
Project Schedule	4	Each	$150.00	$600
Schedule Updates	8	Each	$150.00	$1,200
Mileage	900	Miles	$0.445	$401
Deliverable Reports	4	Each	$300.00	$1,200
Construction Document Reproductions*	4	Sets	$125.00	$500
Data Processing	4	Each	$100.00	$400
Postage	4	Each	$150.00	$600
Project Photographs	0	Each	$500.00	$0
Communications	4	Each	$200.00	$800
Office Supplies	4	Each	$300.00	$1,200
		TOTAL - MATERIALS & EQUIPMENT		$7,401
		TOTAL PROGRAMMING / CONEPTUAL PHASE		**$79,657**

OVERAGE CALCULATION

ORIGINAL (from above)	$	19,914.16
ACTUAL (from above)	$	79,656.65
VARIANCE	$	59,742.49
AMOUNT REQUESTED	**$**	**40,000.00**

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

DATE: **August 16, 2022**

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

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

SUBJECT: Request Acceptance of the Edward Byrne Memorial Justice Assistance Grant

Introduction:

This is a request for City Council to accept the Edward Byrne Memorial Justice Assistance Grant.

Discussion:

The Mount Dora Police Department has applied for a grant that requires no matching funds from the City. The grant has been awarded and we are ready to purchase the submitted items. The award amount is $4,875 and should be included in the current fiscal year's budget. The last step before purchasing the items is that the City of Mount Dora City Council accept the approved grant (Attachment #1). Should the grant requirements change and matching funds are required, the grant will be brought to council for approval.

Budget Impact:

The grant will be budgeted as part of Fiscal Year 2021-2022.

Strategic Impact:

Fiscal Sustainability

Recommendation:

City Council accept the Edward Byrne Memorial Justice Assistance Grant.

Attachment(s):

1. Attachment #1 Grant Application
2. Attachment #2 Certificate of Subaward 2021-JAGC-LAKE-5-3B-099 FACTS

Prepared by: Alivia Rehn , Administrative Assistant

Reviewed by:	Michael GIbson, Interim Chief of Police	Approved - 7/19/2022
	Rita Meade, Deputy Finance Director	Approved - 7/21/2022
	Sherry Sutphen, City Attorney	Approved - 8/9/2022
	Jessica Burnham, City Clerk	Approved - 8/9/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/9/2022
	Patrick Comiskey, City Manager	Final Approval - 8/10/2022

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: City of Mount Dora

County: Lake

Chief Official

Name: Cathy Hoechst
Title: Mayor
Address: 510 North Baker Street
City: Mount Dora
State: FL **Zip:** 32757-5521
Phone: 352-516-7749 **Ext:**
Fax:
Email: HoechstC@ci.mount-dora.fl.us

Chief Financial Officer

Name: John McKinney
Title: Finance Director
Address: 510 North Baker Street
City: Mount Dora
State: FL **Zip:** 32757-5521
Phone: 352-735-7118 **Ext:**
Fax:
Email: mckinneyj@cityofmountdora.com

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Mount Dora Police Department

County: Lake

Chief Official

Name: James Meade

Title: Chief of Police

Address: 1300 North Donnelly Street

City: Mount Dora

State: FL **Zip:** 32757-2812

Phone: 352-735-7194 **Ext:**

Fax: 352-383-4623

Email: meadeb@cityofmountdora.com

Project Director

Name: Ken Hinman

Title: Lieutenant

Address: 1300 North Donnelly Street

City: Mount Dora

State: FL **Zip:** 32757-2812

Phone: 352-735-7130 **Ext:** 2037

Fax:

Email: hinmank@cityofmountdora.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: ELECTRIC BICYCLES
Subgrant Recipient: City of Mount Dora
Implementing Agency: Mount Dora Police Department
Project Start Date: 7/1/2021 **End Date:** 6/30/2022

Problem Identification

The City of Mount Dora has a very busy downtown area and hosts several special events every year. During these events, roadways are blocked off for pedestrian safety however, this makes it difficult to respond to incidents by car within the event areas. We currently have regular bicycles that officers use during these events but traditional bicycles put additional physical strain on units responding to critical incidents and can cause potential delay in service to a citizen in need, if an officer is trying to catch their breath/regain composure.

To that end, the City of Mount Dora proposes to purchase electric bicycles. Electric bicycles will allow officers to cover more ground while putting less strain on their physical bodies therefore, allowing officers to better interact with the citizens and business owners.

Currently the budget for the City of Mount Dora cannot make allowances to purchase electric bicycles and the necessary safety accessories. Grant funding will provide the assistance needed for this essential equipment that will ensure the integrity and professionalism in the delivery of police services.

Project Summary (Scope of Work)

Upon funding, The City of Mount Dora Police department (MDPD) will use grant funds to purchase (4) electric bicycles. Drastically improving public safety, public relations, and the efficiency in which the MDPD to respond to incidents during special events and the everyday hustle and bustle of pedestrian traffic in our downtown area.

Projected Timeline:
August 2021: Obtain quotes from vendors
October 2021: Select a vendor and begin the purchase process
December 2021: Receive the bicycles
January - June 2021: use the bicycles at all of our events

Documentation of deliverables must be maintained by the sub-recipient and/or implementing agency and made available for monitoring. Example documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for the

equipment to be purchased for this project.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 3

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 12370

Question: What is the address of the location being used to provide services for this project?

Answer: 1300 N. Donnelly Street Mount Dora, FL 32757

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: Yes

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: N/A

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: Unsure/Don't know

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Host and or Attend Monthly Community Meetings and Events, we post almost daily on our FaceBook Page depending on what is happening, Outreach programs to minority populations on a monthly basis

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Volunteer program, SRO's in k-12, Comprehensive Organizational Assessment

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: By using electric bicycles, we hope to be able to be more engaged with the public.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: No barriers anticipated.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: To purchase electric bicycles for use by our officers.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000380

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$4,875.00	$0.00	$4,875.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$4,875.00**	**$0.00**	**$4,875.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

Section 4: Financial (cont.)

Budget Narrative:

Expenses:

Four(4)Electric Bicycles at $1250.00 each

Project total $5,000.00

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If Expenses or Operating Capital Outlay and you are procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.

Answer: N/A

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?

Answer: N/A

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 5000

Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.

Answer: N/A

Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is $10,000 or more, include a Sole Source Justification Form.

Answer: No

ATTACHMENT #2

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

CERTIFICATE OF SUBAWARD

Subrecipient: City of Mount Dora

Subrecipient DUNS: 079187795

Date of Award: 10/18/2021

Grant Period: From: 07/01/2021 TO: 06/30/2022

Project Title: ELECTRIC BICYCLES

Subgrant Number: 2021-JAGC-LAKE-5-3B-099

Federal Funds: $4,875.00

Matching Funds: $0.00

Total Project Cost: $4,875.00

CFDA Number: 16.738

Federal Award Number: 2020-MU-BX-0006

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research and Development: No

Indirect Cost: No

A subaward agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Mount Dora (herein referred to as "Subrecipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Subrecipient in accordance with the terms and conditions set forth in the subgrant agreement, and

WHEREAS, the Department has available funds resulting from a federal Edward R. Byrne Memorial Justice Assistance Grant award issued under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and

WHEREAS, the Subrecipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Subrecipient has provided an executed agreement to the Department.

NOW THEREFORE, in consideration of the foregoing:

A subaward is hereby made to the Subrecipient identified above. The subaward is for the amount and time period specified above.

This award is a cost-reimbursement agreement. Requests for reimbursement must be submitted on either a monthly or quarterly basis, as designated in the Financial Section of the agreement. The Subrecipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Supporting documentation includes, but is not limited to: timesheets, activity reports, paystubs, third-party contracts, quotes, procurement documents, equipment inventory records,

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

CERTIFICATE OF SUBAWARD (continued)

purchase orders, original receipts, invoices, canceled checks or EFT records, or bank statements, as applicable. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and requested supporting documentation.

The Subrecipient must provide Performance Reports on either a monthly or quarterly basis, as designated in the Performance Section of the agreement, to the Department attesting to the progress toward deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due no later than 15 days after the end of each reporting period.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, and/or the Office of Management and Budget (OMB) Uniform Grant Requirements (2 C.F.R. Part 200), in their entirety. It is also subject to the standard and special conditions attached and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government.

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

10-19-21

Authorized Official
Cody Menacof
Bureau Chief

Date

This award is subject to the special conditions (if any) prescribed below.

Ref# S47007: WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Subrecipient must submit a properly executed Certification Regarding Lobbying; Debarment, Suspension and Other Matters; and Drug Free Workplace to the Office of Criminal Justice Grants.

Ref# S48463: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S48464: A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of Mount Dora

Subgrant Number: 2021-JAGC-LAKE-5-3B-099

Project Title: ELECTRIC BICYCLES

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

City of Mount Dora
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Catherine T Hoechst 10/11/2021

Signature Date

CATHERINE T. HOECHST MAYOR

Printed Name and Title

Mount Dora Police Department
Authorizing Official (Official, Administrator, or Designated Representative)

10/12/2021

Signature Date

Brett Meade Chief of Police

Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature Date

Cody Menacof, Bureau Chief

Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: City of Mount Dora

Subgrant Number: 2021-JAGC-LAKE-5-3B-099

Project Title: ELECTRIC BICYCLES

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S47007: WITHHOLDING OF FUNDS: Prior to the drawdown of funds, the Subrecipient must submit a properly executed Certification Regarding Lobbying; Debarment, Suspension and Other Matters; and Drug Free Workplace to the Office of Criminal Justice Grants.

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Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: City of Mount Dora

County: Lake

Chief Official

Name: Cathy Hoechst
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Address: 510 North Baker Street
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Phone: 352-516-7749 **Ext:**
Fax:
Email: HoechstC@ci.mount-dora.fl.us

Chief Financial Officer

Name: John McKinney
Title: Finance Director
Address: 510 North Baker Street
City: Mount Dora
State: FL **Zip:** 32757-5521
Phone: 352-735-7118 **Ext:**
Fax:
Email: mckinneyj@cityofmountdora.com

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Mount Dora Police Department

County: Lake

Chief Official

Name: James Meade

Title: Chief of Police

Address: 1300 North Donnelly Street

City: Mount Dora

State: FL **Zip:** 32757-2812

Phone: 352-735-7194 **Ext:**

Fax: 352-383-4623

Email: meadeb@cityofmountdora.com

Project Director

Name: Ken Hinman

Title: Lieutenant

Address: 1300 North Donnelly Street

City: Mount Dora

State: FL **Zip:** 32757-2812

Phone: 352-735-7130 **Ext:** 2037

Fax:

Email: hinmank@cityofmountdora.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: ELECTRIC BICYCLES
Subgrant Recipient: City of Mount Dora
Implementing Agency: Mount Dora Police Department
Project Start Date: 7/1/2021 **End Date:** 6/30/2022

Problem Identification

The City of Mount Dora has a very busy downtown area and hosts several special events every year. During these events, roadways are blocked off for pedestrian safety however, this makes it difficult to respond to incidents by car within the event areas. We currently have regular bicycles that officers use during these events but traditional bicycles put additional physical strain on units responding to critical incidents and can cause potential delay in service to a citizen in need, if an officer is trying to catch their breath/regain composure.

To that end, the City of Mount Dora proposes to purchase electric bicycles. Electric bicycles will allow officers to cover more ground while putting less strain on their physical bodies therefore, allowing officers to better interact with the citizens and business owners.

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Projected Timeline:
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October 2021: Select a vendor and begin the purchase process
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Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 3

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 12370

Question: What is the address of the location being used to provide services for this project?

Answer: 1300 N. Donnelly Street Mount Dora, FL 32757

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

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Goal: No

Measure: General 02

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Goal: Yes

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: N/A

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: Unsure/Don't know

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Host and or Attend Monthly Community Meetings and Events, we post almost daily on our FaceBook Page depending on what is happening, Outreach programs to minority populations on a monthly basis

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Volunteer program, SRO's in k-12, Comprehensive Organizational Assessment

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: By using electric bicycles, we hope to be able to be more engaged with the public.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: No barriers anticipated.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: To purchase electric bicycles for use by our officers.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000380

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$4,875.00	$0.00	$4,875.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$4,875.00**	**$0.00**	**$4,875.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

Section 4: Financial (cont.)

Budget Narrative:

Expenses:

Four(4)Electric Bicycles at $1250.00 each

Project total $5,000.00

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If Expenses or Operating Capital Outlay and you are procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.

Answer: N/A

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?

Answer: N/A

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 5000

Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.

Answer: N/A

Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is $10,000 or more, include a Sole Source Justification Form.

Answer: No

OFFICE OF CRIMINAL JUSTICE GRANTS
SUBAWARD STANDARD CONDITIONS

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal grant programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2020 Project Safe Neighborhoods grants by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Subawards
Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the subrecipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds; non-collectible items; procedure
- Section 215.97, F.S. Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:
FY2020 National Criminal History Improvement Program (NCHIP) guidance
(https://www.bjs.gov/index.cfm?ty=tp&tid=47) (https://www.bjs.gov/content/pub/pdf/nchip20_sol.pdf)

FY2020 NICS Act Record Improvement Program (NARIP) guidance
(https://www.bjs.gov/content/pub/pdf/narip20_sol.pdf)

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation
in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project

past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee.*

12.0 Confidentiality of Data - The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 General Appropriations Restrictions – The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the subrecipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to

FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services**.**

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements -Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage

and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf.

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source costing $10,000 or more, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 Personal Services - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may

include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm

9.0 Travel and Training - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-

based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. ***[Federal Award Number]*** *awarded by the* ***[Bureau of Justice Assistance/Bureau of Justice Statistics]****, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP

equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0 **Interoperable Communications Guidance** - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

14.0 **Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15.0 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. *§* 200.216, subrecipients are prohibited from obligating or expending grant funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

16.0 **Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

17.0 Non-Disclosure Agreements - No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

18.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

19.0 For JAG: Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed three ways:

1) Regional Information Sharing Systems (RISS) members may access the training through the secure RISS portal. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf.
2) Members with a secure account through the Federal Bureau of Investigation's (FBI) Law Enforcement Enterprise Portal (LEEP) may log in to LEEP to access the training. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf.
3) If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods at Home page - 28 CFR Part 23 Online Training (ncirc.gov).

20.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

21.0 For PREA: PREA Audits - Subrecipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs

to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction;

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.

ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.

vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.

vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters: No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;

b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.

c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

17.0 For RSAT: State Alcohol and Drug Abuse Agency - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

18.0 For RSAT: Drug Testing - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

19.0 For RSAT: Opioid Abuse and Reduction - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

20.0 For RSAT: Data Collection - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

21.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

22.0 For PSN: Media-related Outreach - The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

23.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks

2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.

3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

ELECTRIC BICYCLES – Award Details

Recipient Name	City of Mount Dora
Recipient Award Name	ELECTRIC BICYCLES
Award Status	Approved
Grant-Funded Amount	$4,875.00
Match Requirement	$0.00
Total Budget	$4,875.00
Expenses To Date	$0.00
Match Contributions To Date	$0.00
Invoiced To Date	$0.00
Pending Invoices	$0.00
Approved Invoices	$0.00
Cash Received To Date	$0.00
Remaining Available Grant-Funded Amount	$4,875.00
Remaining Match Requirement	$0.00
Remaining Available Budget	$4,875.00

Award Information

Responsible Person	Ryan Derrick
Grant Manager	Sonia Emata
Recipient Grant Manager	Kenneth Hinman
Award Identification Number	3B099
RFP ID Number	

Funding Opportunity Number	
Assistance Listings Number	
Awarded Date	10/19/2021
Start Date	7/1/2021
Grant Year 1 End Date	6/30/2022
End Date	9/30/2022
Length of Award	1 year 3 months 0 days
Close Out Date	11/14/2022
Activity Code (NAICS or NTEE-NPC)	
Federal Agency and Organizational Element	US Department of Justice
Identifying Number Assigned by Federal Agency	2020-MU-BX-0006
Recipient Account Number	
Description	01 - Law Enforcement Program Area: The subrecipient will use JAG funds under Federal Program Area 01 to purchase electric police bicycles.
Recipient Description	
Award Details	
Eligibility Requirements	
Additional Information	

Award Budget Information

Awarded Amount	$4,875.00	View Awarded Amount History Add Amendment
Cash Match Amount	$0.00	
In-Kind Match Amount	$0.00	
Total Budget	$4,875.00	

Record Information

Record Id	42950

Unique Identifier	2021-JAGC-LAKE-5-3B-099
Record Status	Enabled

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

DATE: **August 16, 2022**

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

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

SUBJECT: Request Approval of Amendment 1 to the Agreement for All-Requirements Purchase and Sale of Electric Energy with Orlando Utilities Commission

Introduction:

This is a request for City Council to approve Amendment 1 to the Agreement for All-Requirements Purchase and Sale of Electric Energy and Capacity with Orlando Utilities Commission (OUC).

Discussion:

On March 3, 2020, Council approved Resolution 2020-31, entering into an all-requirements purchase and sale of electric energy and capacity agreement between OUC and the City of Mount Dora, where OUC supplies Mount Dora wholesale electric capacity, energy, and ancillary electric services. This Amendment modifies the monthly fuel energy charge options, giving Mount Dora more flexibility in fuel costs. In return for this flexibility, the contract will be extended 3 more years at OUC's discretion.

Presently, the agreement allows for two options for the fuel energy rate, the Gas Index and OUC System Energy Rate. The OUC System Energy Rate has diverse fuel source pricing (natural gas, coal, etc.) built into the rate. The existing agreement only permits Mount Dora to switch once a year, on January 1, with a 2-month notification. Presently, Mount Dora is tied to the gas index which, as we know, is in an unprecedented volatile market.

OUC has agreed to change the agreement to allow Mount Dora to switch rates on a 6-month basis with a 90-day notification to begin in August. This will give Mount Dora better pricing in the coming months and more flexibility in the future. There will also be a change to the term of the agreement, which is presently seven years with a three-year extension upon mutual agreement. The amendment allows for an automatic extension at OUC's discretion with predefined pricing listed in the amendment.

This amendment to the agreement will allow Mount Dora better pricing for fuel in the near term and more flexibility with fuel market fluctuations.

Budget Impact:

Based on load and fuel forecasts completed at the end of July, Mount Dora will save approximately $1,190,000 through the end of the year.

Strategic Impact:

Infrastructure – This contract amendment is critical to helping with rising fuel prices and keeps rates in line with the market.

Recommendation:

Approve Amendment 1 to the Agreement for All-Requirements Purchase and Sale of Electric Energy with Orlando Utilities Commission to help with rising fuel costs.

Attachment(s):

1. Attachment #1 EXECUTED Reso No. 2020-31 Agreement OUC REDACTED
2. Amendment 1.OUC PPA.SGS_3 (002)_Redacted

Prepared by:	Steve Langley, Electric Utility Director	
Reviewed by:	Wayne Zimmerman, Deputy Electric Utility Director	Approved - 8/8/2022
	Steve Langley, Electric Utility Director	Approved - 8/9/2022
	Rita Meade, Deputy Finance Director	Approved - 8/9/2022
	Sherry Sutphen, City Attorney	Approved - 8/11/2022
	Jessica Burnham, City Clerk	Approved - 8/11/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/11/2022
	Patrick Comiskey, City Manager	Final Approval - 8/11/2022

ATTACHMENT #1

RESOLUTION NO. 2020-31

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO ALL-REQUIREMENTS PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF INTERLOCAL AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR AUTHORIZATION TO EXECUTE AND SUBMIT RELATED APPLICATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has competitively solicited for the All-Requirements Purchase and Sale of Electric Energy and Capacity, pursuant to the City's Purchasing Policy and ITN-20-PW-004; and,

WHEREAS, Orlando Utilities Commission (OUC) was deemed to be the most responsive, responsible and qualified agency to provide All-Requirements Purchase and Sale of Electric Energy and Capacity for the City as contemplated by ITN-20-PW-004; and,

WHEREAS, negotiations with OUC were authorized through City of Mount Dora Resolution 2019-177; and

WHEREAS, the City has determined that it is in its best interest to enter into an Agreement with OUC to provide All-Requirements Purchase and Sale of Electric Energy and Capacity for the City, as contemplated by ITN-20-PW-004, under the terms and conditions so negotiated.

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

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

SECTION 2. Approval of Interlocal Agreement and Authorization to Execute. The Interlocal Agreement with OUC, attached hereto as **Exhibit "A"**, for All-Requirements Purchase and Sale of Electric Energy and Capacity is hereby approved. The Mayor is hereby authorized to execute the Interlocal Agreement on behalf of the City.

SECTION 3. Authorization to Execute and Submit Related Applications. The City Manager is hereby authorized to execute and submit the Open Access Transmission Tariff Application and the Network Integration Transmission Service Application with the Federal Energy Regulatory Commission which relate to the City's Interlocal Agreement with OUC.

SECTION 4. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City pertaining to the Agreement with OUC for All-Requirements Purchase and Sale of Electric Energy and Capacity as contemplated by ITN-20-PW-004, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 3 day of March, 2020.

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

ATTEST:

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

Sherry G. Sutphen
City Attorney

Exhibit "A"
Interlocal Agreement with OUC for
All-Requirements Purchase and Sale of
Electric Energy and Capacity

AGREEMENT FOR ALL-REQUIREMENTS PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY, BETWEEN THE CITY OF MOUNT DORA AND ORLANDO UTILITIES COMMISSION

AGREEMENT FOR ALL-REQUIREMENTS PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY

This AGREEMENT FOR ALL-REQUIREMENTS PURCHASE AND SALE OF ELECTRIC CAPACITY AND ENERGY AND OTHER SERVICES (this "Agreement") is entered into as of the Effective Date by and between THE CITY OF MOUNT DORA, a municipal corporation in the State of Florida, duly constituted under Florida law ("Mount Dora"), and the ORLANDO UTILITIES COMMISSION, a statutory municipal utility commission organized under the State of Florida ("OUC"). Mount Dora and OUC are referred to also individually as a "Party", or collectively as the "Parties".

WHEREAS, Mount Dora is a public agency as defined in Section 163.01(3)(b), Florida Statutes, as amended, and it owns an electric distribution utility; and

WHEREAS, OUC is a public agency as defined in Section 163.01(3)(b), Florida Statutes, as amended, and it owns and operates electric utility and related generation, transmission and distribution assets and properties; and

WHEREAS, Mount Dora is seeking all-requirements wholesale power supplies ("Wholesale Electric Service") to serve its Load Obligations (as defined below) to its customers and to that end has issued an Invitation To Negotiate (ITN#20-PW-004) ("ITN") for the provision by third parties of such power supplies; and

WHEREAS, Mount Dora evaluated all of the proposals submitted and deemed the proposal submitted by OUC as the most responsive and the supply of wholesale power by OUC will enable Mount Dora to fulfill a municipal purpose to deliver a reliable supply of electricity to customers in its service territory; and

WHEREAS, OUC wishes to supply Wholesale Electric Service to Mount Dora to enable Mount Dora to meet its Load Obligations to its customers, and Mount Dora desires to acquire such power supplies from OUC, on the terms and conditions set forth herein; and

WHEREAS, in addition and supplemental to their other powers, OUC and Mount Dora, pursuant to the Florida Interlocal Cooperation Act of 1969, Chapter 163, Part I, Florida Statutes, as amended, and specifically Section 163.01(15) thereof (the "Interlocal Act"), are authorized and empowered to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organizations that will best accord with geographic, economic, electrical generation requirements and other factors.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of exercising powers enumerated in the Interlocal Act and the Florida Joint Power Act, Part II of Chapter 361, Florida Statutes, as amended, OUC and Mount Dora, as public agencies, hereby agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article 1 unless the context clearly requires otherwise.

"Ancillary Services" shall mean interconnected operations services identified by the Federal Energy Regulatory Commission ("FERC") or other regulatory bodies or agreements as necessary to effect e a transfer of capacity and energy from OUC to Mount Dora which OUC provides hereunder from time to time, as are further described in Appendix A.

"Ancillary Services Charges" shall have the meaning set forth in Section 4.2(c).

"Billing Meter" shall have the meaning set forth in Section 7.1.

"Charges" shall mean the Demand Charge, the Fuel Energy Charge, the Non-Fuel Energy Charge, any Ancillary Service Charges and other Delivery Costs.

"Claims" shall mean all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity under this Agreement, and the resulting losses, damages, expenses, third party attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Delivery Point(s)" shall mean the points of interconnection between DEF and OUC as listed in Appendix C.

"Delivery Costs" shall have the meaning set forth in Section 4.2(a).

"Demand Charge" shall have the meaning set forth in Section 6.1(a).

"Demand Rate" shall be as outlined in Appendix A

"DEF" shall mean Duke Energy Florida.

"DEF Transmission Agreement" means a transmission agreement executed by and between Mount Dora and DEF for the transmission of Wholesale Electric Service from the Delivery Point to the Metering Point.

"Effective Date" shall mean the date of execution by Mount Dora or OUC, whichever is later.

"Event of Default" shall have the meaning, with respect to OUC set forth in Section 16.1, and, with respect to Mount Dora set forth in Section 16.2, of this Agreement.

"FERC" shall mean the Federal Energy Regulatory Commission.

"Firm Load" shall mean service equivalent to OUC's retail customers and other OUC wholesale customers with firm service from OUC system resources equivalent to that of retail customers of OUC.

"Firm Transmission Service" shall mean DEF Network Integration Transmission Service.

"Florida PSC" shall mean the Florida Public Service Commission.

"FMPP" shall mean the Florida Municipal Power Pool.

"FRCC" shall mean the Florida Reliability Coordinating Commission.

"Fuel Energy Charge" shall have the meaning set forth in Section 6.1(b).

"Fuel Energy Rate" shall have the meaning set forth in Appendix A.

"Interest Rate" shall have the meaning set forth in Section 6.2(c).

"KWh" shall mean kilowatt-hour.

"Letter of Credit" shall mean one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody's, in a form reasonably acceptable to the Party in whose favor the letter of credit is issued, the costs of which shall be borne by the applicant therefor.

"Load Obligations" shall mean the electric energy and capacity required for Mount Dora to meet its obligations to provide retail electricity service in its electric service territory, including power supplies consumed by Mount Dora's municipal facilities, and required reserves and losses. Load Obligations do not include electric energy and capacity purchased by Mount Dora or supplied by solar resources owned, leased or operated by Mount Dora. The rated capacity of solar resources shall not be more than 6 MW (AC) without the approval of OUC during the Term. Solar resources do not include customer owned solar facilities eligible net metering. Mount Dora will provide the amount of energy delivered each hour from solar resources upon request by OUC.

"Metering Point(s)" shall mean the point(s) of interconnection between the DEF transmission system and the Mount Dora distribution system, which are set forth in Appendix C.

"Monthly Wholesale Electric Capacity" shall mean the highest aggregate MW usage each calendar month for the Mount Dora system load served by OUC hereunder plus 15% reserves, measured on a sixty-minute interval by the Billing Meters, as adjusted for transmission losses on the DEF transmission systems. If Mount Dora pays the planning reserves to DEF (as confirmed by Mount Dora), OUC shall not be responsible for planning for 15% reserves for Mount Dora and therefore will not include 15% in the calculation of the Monthly Wholesale Electric Capacity.

"Monthly Wholesale Electric Energy" shall mean the MWh measured by the Billing Meter each calendar month as compensated for transmission losses on the DEF transmission systems.

"MWh" shall mean Megawatt-hour or 1000 KWh.

"Non-Fuel Energy Charge" shall have the meaning as set forth in Section 6.1.

"Non-Fuel Energy Rate" shall be as set forth in Appendix A.

"Party" and "Parties" shall have the meaning set forth in the first paragraph.

"Payment Date" shall have the meaning set out in Section 6.2(b).

"Prudent Utility Practice" shall mean any of the applicable practices, methods and acts (i) required by the rules, regulations, policies and standards of state regulatory authorities having jurisdiction relating to emergency operations or otherwise required by applicable law; or (ii) otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period; which in each case in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, safety, environmental protection, economy, and expedition. Prudent Utility Practice is intended to be acceptable practices, methods or acts generally accepted and lawful in the region, and is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others.

"Rates" shall mean the Demand Rate, the Fuel Energy Rate and the Non Fuel Energy Rate.

"Requesting Party" shall have the meaning set out in Section 19.2.

"SCADA" shall mean the Supervisory Control and Data Acquisition. SCADA monitors substations, transformers, load and other electrical assets.

"Service Date" shall mean the later of January 1, 2021, or the date when all conditions precedent in Article 12 have been met or waived by the party whose obligations are subject to such condition, which date shall be the commencement of the Term and the obligations of OUC to deliver and sell and Mount Dora to receive and purchase Wholesale Electric Service.

"Term" shall mean the period from the Service Date until seven (7) years thereafter and any extensions (as described in Article 3), unless sooner terminated in accordance with the terms of this Agreement.

"Wholesale Electric Service" shall have the meaning set forth in Article 2.

ARTICLE 2

WHOLESALE ELECTRIC SERVICE

Commencing on the Service Date and during the Term, in accordance with the terms and subject to the conditions hereof, OUC shall provide and deliver Wholesale Electric Service and Mount Dora shall purchase electric energy and capacity requirements necessary for Mount Dora to serve its Load Obligation, which services shall be referred to as "Wholesale Electric Service" and consist of the following:

(a) Supply of Monthly Wholesale Electric Capacity;

(b) Supply of Monthly Wholesale Electric Energy and,

(c) Ancillary Services described in Appendix A.

In addition, Parties, agree to consider additional energy services like emergency generation, transmission/distribution services, and other services that result in mutual economic benefit. This Agreement, then, represents an enabling Agreement anticipating a separate legal instrument for each service to be executed between Parties.

ARTICLE 3

TERM

This Agreement shall be in force and effect as of the Effective Date. The obligations of the Parties in respect of the supply and delivery of Wholesale Electric Service shall commence on the Service Date. This Agreement shall remain in effect for the Term, unless terminated earlier under the terms of this Agreement. Termination or expiration of this Agreement shall not affect or excuse the performance of either Party under any provision of this Agreement that by its nature or terms survives any such termination or expiration. No later than one (1) year prior to the end of this Agreement, OUC shall provide proposed rates for Wholesale Electric Service, and other applicable terms and conditions for a minimum of a three-year extension (or longer extension period, if mutually agreeable to the Parties) of the term of this Agreement with Mount Dora. If the Parties agree, the term of this Agreement shall be extended based on those agreed upon terms and conditions.

ARTICLE 4

OBLIGATIONS OF MOUNT DORA AND OUC

Section 4.1 Obligations of Mount Dora

(a) Mount Dora shall, during the Term, buy and receive from OUC Wholesale Electric Service sufficient to serve its entire Load Obligations. Mount Dora shall receive delivery of and accept and shall pay OUC a monthly payment for Wholesale Electric Service on the applicable Payment Date in accordance with Section 6.2.

(b) As of the Service Date, Mount Dora shall for the Term maintain Firm Transmission Service to accept energy and capacity under this Agreement.

(c) Mount Dora shall pay OUC for Ancillary Services, if any procured by Mount Dora from OUC pursuant to Appendix A Section 4 in accordance with Section 4.2(c).

(d) Mount Dora acknowledges and agrees that OUC shall have no responsibility for the distribution and resale to Mount Dora's electric system customers of the electricity delivered to the Delivery Point by OUC and the collection of any payments from Mount Dora's electric system customers.

Section 4.2 Obligations of OUC

(a) OUC shall sell and deliver to Mount Dora at the Delivery Point(s) Wholesale Electric Service for the duration of the Term with a firmness and priority of service equal to that of OUC's Firm Load. Mount Dora acknowledges and agrees that OUC shall not, with the exception of OUC's undertaking to use all reasonable efforts to deliver Wholesale Electric Service to alternative delivery points, be responsible for reductions in Wholesale Electric Service during the period of time that deliveries of Wholesale Electric Service to the Delivery Point cannot be made as a result of problems or limitations on any transmission system other than OUC's. In the event that OUC is able to find alternate resources not affected by such third party transmission problem or limitation during such periods of time, Mount Dora shall directly reimburse OUC for such additional direct costs OUC incurs to provide Wholesale Electric Service to such alternate delivery points ("Delivery Costs"). If scheduling requirements of such alternate resources allow sufficient time for OUC to confer with Mount Dora, OUC will contact Mount Dora's designated representative and provide Mount Dora the opportunity to direct OUC not to pursue the alternate delivery points.

(b) OUC shall operate, plan, and maintain its generating resources and transmission system assets and equipment in accordance with Prudent Utility Practice.

(c) OUC shall provide Ancillary Services set forth in Appendix A. Each such Ancillary Service shall at OUC's option be provided by OUC either directly or through the FMPP. Any costs (as detailed in Appendix A) to be passed through shall be calculated in a manner consistent with the allocation methodology used by the FMPP.

(d) OUC shall calculate the amount due on a monthly basis for all Wholesale Electric Service provided in the prior calendar month as measured at the Billing Meter and adjusted to account for DEF transmission system line losses, and shall submit an invoice to Mount Dora for payment. The monthly invoice shall be calculated for the Charges by applying the Rates in accordance with Section 6.1.

ARTICLE 5

SALE AND PURCHASE

(a) OUC shall at its cost and expense sell and deliver Wholesale Electric Service (i) to the Delivery Point(s) and (ii) in the event of a problem or limitation affecting OUC transmission system, to such alternate delivery points as OUC, with commercially reasonable efforts, can arrange to accept delivery of the Wholesale Electric Service. Mount Dora shall purchase and receive Wholesale Electric Service at the Delivery Point(s) or alternate delivery points (as applicable) during the Term. The Charges and Rates for such sale and purchase shall be as set forth in Section 6.1.

(b) The Monthly Wholesale Electric Capacity and Monthly Wholesale Electric Energy sold and delivered by OUC to Mount Dora hereunder shall be three phase, 60 hertz alternating current having a nominal voltage as specified by and otherwise in accordance with interconnection protocols.

ARTICLE 6

PRICE AND BILLING

Section 6.1 Billing for Services

For the Wholesale Electric Service that OUC delivers to the Delivery Point(s), OUC shall deliver an invoice to Mount Dora and Mount Dora shall pay OUC the following Charges as follows:

(a) Monthly Demand Charge

The Demand Rate as set forth in Appendix A multiplied by the Monthly Wholesale Electric Capacity.

(b) Monthly Fuel Energy Charge

The Fuel Energy Rate as set forth in Appendix A.1.01 or A.1.02 multiplied by the Monthly Wholesale Electric Energy. Mount Dora will have the option to select the Fuel Energy Rate (Appendix A.1.01 System Energy Rate or Appendix A.1.02 Gas Index) calculation for Monthly Fuel Energy Charge at the Effective Date initially, and then on or before November 1, each calendar year thereafter for the following calendar year in which the rate will apply. The invoice shall have sufficient detail for Mount Dora to be able to calculate the Monthly Fuel Energy Charge.

(c) Monthly Non-Fuel Energy Charge

The Non-Fuel Energy Rate set forth in Appendix A multiplied by the Monthly Wholesale Electric Energy.

(d) Monthly Ancillary Service Charge

The monthly Ancillary Services Charge shall be the sum of the Ancillary Service Charges if any, as outlined in Appendix A and computed in accordance with Article 4.2(c).

(e) Delivery Costs.

The monthly charges (if any) for Delivery Costs.

Section 6.2 Payment

(a) On or before the tenth (10th) day following the end of each calendar month in which OUC provides Mount Dora with Wholesale Electric Service, OUC shall calculate the amount due and payable by Mount Dora for Wholesale Electric Service delivered in such prior month in accordance with this Article 6. The amount payable shall be calculated as the sum of the Demand Charge, the Fuel Energy Charge, the Non-fuel Energy Charge, Ancillary Services Charge and Delivery Costs (if any) for the prior month and shall be itemized on the monthly invoice along with any other information and detail reasonably requested by Mount Dora.

(b) Unless otherwise specified herein, payments due under this Agreement shall be due and payable by wire transfer, on or before the later of the fifteenth (15th) business day following receipt of the invoice or the twenty-fifth day of the calendar month in which the invoice is received (the "Payment Date")

(c) If an amount owed is not paid on or before the due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based upon the annual interest rate equal to the prime lending rate plus 100 basis points as published on the date of the invoice in the Wall Street Journal (or, if the Wall Street Journal is not published on that day, the next succeeding date of publication) ("Interest Rate"). If the due date occurs on a weekend or holiday, the late payment charge shall begin to accrue on the next succeeding business day and shall cease accruing on the day prior to payment. Disputes relating to invoicing shall be resolved in accordance with the pre-litigation procedures set forth in Article 19.

(d) In the event an invoice or portion thereof is disputed, the disputing Party shall provide notice of the dispute to the other Party and detail therein the basis for the dispute and its proposed correction or adjustment to the invoice within fifteen (15) business days of receipt of the disputed invoice. Representatives of the Parties shall promptly confer in person or telephonically in a good faith attempt to resolve the dispute within five (5) business days of the notice of dispute. If a correction of or adjustment to the disputed invoice is agreed upon, a revised invoice shall be promptly issued. Payment of the disputed portion shall be made under protest when due, with notice of the objection given to the other Party. Any invoice dispute shall be in writing and shall state the basis for the dispute. Upon resolution of the dispute in accordance with this paragraph or Article 19, any required refund shall be made within five (5) business days of such resolution along with interest accrued at the Interest Rate from and including the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent

payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment.

Section 6.3 Taxes, Fees and Levies, and Sales for Resale

(a) OUC shall be obligated to pay all present and future taxes, fees and levies that may be assessed upon OUC by any governmental authority not controlling or controlled by OUC on the sale to Mount Dora of Wholesale Electric Service or any component thereof. OUC shall promptly notify Mount Dora of the commencement of any legislative, regulatory, administrative or other governmental action, of which it becomes aware, imposing such taxes, fees and/or levies upon the sale of Wholesale Electric Service. Each such tax, fee and levy shall be identified in a separate line item on the monthly invoice from OUC to Mount Dora for Wholesale Electric Service. To the extent OUC incurs an increase in taxes, fees and/or levies which can be wholly attributable to the provision of Wholesale Electric Service to Mount Dora under this Agreement, Mount Dora shall be responsible for payment of any such increase; however, an industry-wide increase in taxes, fees and/or levees shall not automatically be the responsibility of Mount Dora. Any such industry-wide Increase would be subject to Section 21.11 hereof. In the event of the imposition of any such taxes, fees or levies on the sale of Wholesale Electric Service hereunder, each Party shall use reasonable efforts to minimize all such taxes, fees or levies so long as neither Party is materially adversely affected by such efforts and no such measures will create a subsidy for Mount Dora by OUC's retail or other wholesale customers or a subsidy by Mount Dora of OUC's retail or other wholesale customers.

(b) All Monthly Wholesale Electric Energy and Monthly Wholesale Electric Capacity delivered by OUC to Mount Dora hereunder shall be sales for resale by Mount Dora. Mount Dora shall obtain and provide OUC with any certificates reasonably requested by OUC to evidence that the deliveries hereunder are sales for resale.

Section 6.4 Audit Rights.

Each Party has the right, after reasonable notice, at its sole expense and during normal business hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any invoice, bill, statement, Charge or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party statements evidencing the quantity of Wholesale Electric Service delivered at the Delivery Point or Metering Point. If any such examination reveals any inaccuracy in any invoice, bill or statement, the necessary adjustments in such invoice, bill or statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any invoice, bill statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

ARTICLE 7

SERVICE FACILITIES AND METERING

Section 7.1 Metering Points

The Monthly Wholesale Electric Energy, Monthly Wholesale Electric Capacity and (if applicable) Ancillary Services shall be measured primarily by DEF Transmission Meters and back-up measurement by Mount Dora SCADA equipment, which metering equipment shall constitute the basis of measuring demand and energy and the computation of bills for energy consumption (Billing Meters). Mount Dora shall provide output of SCADA meters to OUC at Mount Dora's cost. In addition, Mount Dora shall provide OUC a copy of DEF monthly transmission invoices which include hourly load data for the Mount Dora system.

Section 7.2 Witness Rights

The Parties intend, subject to the extent of their rights under agreements with third-party meter owners, that each Party shall have the right in the presence of a representative of the Billing Meter owner and the other Party, to read and check the Billing Meters and /or associated metering equipment, for any reason, including when there is any dispute or disagreement as to the correctness of the readings or the accuracy of the Billing Meters or metering equipment. In the event of such dispute or disagreement, the Parties shall, subject to the applicable rights and obligations of Mount Dora under the DEF Transmission Agreement, within five (5) business days of notice of such dispute, retain a mutually agreeable independent inspector to test the Billing Meters and metering equipment per industry standards. The fees, costs and expenses of such test and inspection shall be borne equally by the Parties. The determination of the independent inspector as to the correctness of the reading of the Billing Meter and adjustments, if any, that are required to be made thereto, shall be rendered within thirty (30) days of referral of the dispute or disagreement, shall be in writing and shall be accepted by the Parties as final. The Parties agree that the Billing Meters and metering equipment will be considered accurate for purposes of billing and invoicing hereunder provided calibration is within the meter accuracy threshold set forth in the DEF Transmission Agreement, fast or slow, of accuracy. Should any meter be beyond this range of accuracy, an adjustment shall be made pursuant to Section 7.6(b). Mount Dora reserves the right to install at its cost an RTU or other instrumentation allowing Mount Dora to receive real-time load signals to verify the Wholesale Electric Service provided under this Agreement.

Section 7.3 Ownership and Maintenance of Meters

Billing Meters owned by Mount Dora shall be maintained in accordance with Prudent Utility Practice and the terms of the DEF Transmission Agreement. Mount Dora will use reasonable commercial efforts under the DEF Transmission Agreement to cause Billing Meters owned by DEF to be maintained in accordance with Prudent Utility Practice and the terms of such agreement.

Section 7.4 Meter Testing

Billing Meters used to measure the delivery of Monthly Wholesale Capacity and Monthly Wholesale Energy hereunder will be tested and maintained in accordance with the applicable terms and conditions of the DEF Transmission Agreement. Mount Dora shall, to the extent of its rights under the DEF Transmission Agreement, extend to OUC the rights of Mount Dora to observe meter testing and inspection.

Section 7.5 Check Meters

If no DEF meters are available for use as back-up Billing Meters, Mount Dora shall have the right to install at its own expense, backup metering devices ("Mount Dora's Back-Up Metering") which installation shall be reasonably acceptable to OUC and shall be maintained consistent with Prudent Utility Practice. OUC, at its own expense, shall have the right to inspect and test Mount Dora's Back-Up Metering upon installation and at least annually thereafter. OUC shall provide Mount Dora with reasonable advance notice of, and permit a representative of Mount Dora to witness and verify, such inspections and tests, provided that Mount Dora shall not unreasonably interfere with or disrupt the inspection and testing activities of OUC and OUC shall comply with all of Mount Dora's safety standards.

Section 7.6 Accuracy of Meters; Billing Adjustments

If a Billing Meter fails to register, or if the measurement made by a Billing Meter is found upon testing to be inaccurate by more than the meter accuracy threshold set forth in the DEF Transmission Agreement, an adjustment shall be made correcting all measurements by the inaccurate or defective Billing Meter, for both the amount of the inaccuracy and the period of the inaccuracy, in the following manner:

(a) In the event that the primary Billing Meter is found to be defective or inaccurate, the Parties shall use the back-up Billing Meter or Mount Dora's Back-up Metering, if installed, to determine the amount of such inaccuracy, provided that Mount Dora's Back-Up Metering has been tested and maintained in accordance with the provisions of Section 7.5. In the event that the Billing Meter, the back-up Billing Meter and the Mount Dora Backup Meters fail, the Parties shall estimate the amount of the necessary adjustment during periods of similar operating conditions when the Billing Meter was registering accurately. The adjustment shall be made for the period during which inaccurate measurements were made.

(b) In the event that the Parties cannot agree on the actual period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of (i) the last one-half of the period from the last previous test of the Billing Meter to the test that found the Billing Meter to be defective or inaccurate, or (ii) the ninety (90) days immediately preceding the test that found the Billing Meter to be defective or inaccurate.

(c) To the extent that the adjustment period covers a period of deliveries for which billings have already been made by OUC, OUC shall use the corrected

measurements as determined in accordance with this Article 7 to compute the adjustment necessary for the period of the inaccuracy and shall adjust billing for this period from such recomputed amount in the next monthly bill after the error is identified, and to the extent that OUC has overbilled Mount Dora for Wholesale Electric Services hereunder, accrued interest on the amount of any overpayments by Mount Dora shall be computed at the Interest Rate from the date OUC received such overpayment by Mount Dora until refunded or (if requested by Mount Dora, credited) against future payment.

ARTICLE 8

ACCESS OF OUC

OUC shall have the right to enter upon the premises of Mount Dora where the Billing Meter and the Mount Dora's Back-up Metering are installed at all reasonable times for the purpose of reading meters, inspecting or repairing apparatus used in connection with the service, removing its property and/or any other purpose to carry out the work of OUC in connection with the delivery of Wholesale Electric Service provided for herein. OUC shall provide advance notice (reasonable under the circumstances) to Mount Dora of its intent to enter upon the premises of Mount Dora and shall describe in such notice the activities or work to be performed, the schedule for the performance of the activities or work and the personnel and contractors who will be performing such activities or work. OUC shall comply with Mount Dora's rules and policies with respect to safety, security and confidentiality and any work or activities shall be performed in a manner consistent with the requirements, conditions or limitation set forth in any interconnection agreement between Mount Dora and DEF. OUC shall assume all liability for damage to property or personal injury, disease or death caused by the negligence or intentional misconduct of OUC or its contractors. All contractors shall procure or maintain customary insurance coverages if they are not additional insureds or otherwise covered under OUC's policies of insurance.

ARTICLE 9

CONTINUITY OF SERVICE

Section 9.1 Interruptions.

OUC shall supply and deliver Wholesale Electric Service hereunder to the Delivery Point(s) on a firm basis with priority equal to that of OUC's Firm Load. OUC shall not be responsible for any failure to deliver Monthly Wholesale Electric Capacity and Monthly Wholesale Electric Energy due to (a) transmission system operations outside of OUC's transmission system or (b) interruptions of transmission service within OUC's transmission system if initiated by the FRCC security coordinator. OUC disclaims any liability for third-party claims arising out of any failure to supply Wholesale Electric Service hereunder, or for interruption, reversal or abnormal voltage of the supply, unless such failure, interruption, reversal or abnormal voltage is the result of gross negligence or intentional misconduct on its part, and any liability of OUC for any claims arising out of gross negligence or intentional misconduct of OUC in the supply by OUC of Wholesale Electric Service and any such liability of OUC shall be limited to Two Million Dollars, per occurrence.

Section 9.2 Capacity Shortfalls.

In the event of an OUC capacity shortfall that requires load interruption, OUC shall effect load interruption of OUC Firm Load and Mount Dora retail customers on a pro rata basis showing no adverse distinction between Mount Dora and OUC' s Firm Load.

Section 9.3 Shortfall Notification.

OUC will promptly inform Mount Dora as soon as possible under the circumstances upon becoming aware of any event, occurrence or circumstance that will result in load shedding or otherwise cause a material reduction or an interruption or suspension of delivery of Wholesale Electric Service to Mount Dora.

ARTICLE 10

DELIVERY VOLTAGE

The delivery voltage at each Delivery Point(s) shall be as agreed between DEF and OUC. OUC and Mount Dora shall maintain close coordination with respect to future delivery points in the interests of system reliability. Each party shall endeavor, to the extent practicable, to keep the other party advised of significant developments related to their respective power supply facilities.

ARTICLE 11

DELIVERY AND LOSSES

Section 11.1 Delivery

Quantities of Monthly Wholesale Electric Energy and Monthly Wholesale Electric Capacity necessary to meet the Load Obligations shall be delivered by OUC to Mount Dora at the Delivery Point(s). Title to and risk of loss related to the Wholesale Electric Service shall transfer from OUC to Mount Dora at the Delivery Point free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point. OUC shall not incur any expense or risk beyond the Delivery Point(s) and Mount Dora shall not incur any expenses or risk up to and at the Delivery Point.

Section 11.2 Losses

Losses for Monthly Wholesale Electric Energy between the Delivery Point(s) and the Metering Points for Mount Dora's electric distribution system shall be determined in accordance with DEF's approved transmission tariff. OUC will provide for losses on its own system. OUC will determine losses to the Delivery Point(s) in accordance with its approved tariff. Mount Dora will be responsible for losses between the Delivery Point and the Metering Point.

ARTICLE 12

CONDITIONS PRECEDENT

Section 12.1. Conditions to Obligations of Mount Dora.

The obligations of Mount Dora under this Agreement to purchase and receive Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction of each of the following conditions on or before December 31, 2020, any one or more of which may be waived only in writing, in whole or in part, by Mount Dora:

(a) Representations, Warranties and Covenants True at the Effective Date. (i) All representations and warranties of OUC contained in this Agreement shall be true and correct in all material respects as of the date when made and at and as of the Service Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (a) for changes contemplated by this Agreement and (b) where the failure to be true and correct will not have a material adverse effect on Mount Dora's rights, remedies or benefits under this Agreement; and (ii) OUC shall have performed and complied with, in all material respects, its obligations that are to be performed or complied with by it hereunder prior to or on the Effective Date.

(b) No Material Adverse Change. No change in the business, properties, assets, generation resources, transmission system, financial condition, results of operations or prospects of OUC shall have occurred and be continuing or with the passage of time, the giving of notice or both, shall be reasonably likely to occur which have a material adverse effect on OUC's ability to perform its obligations under this Agreement.

(c) Absence of Litigation. No claims, actions, suits, investigations, grievances, arbitrations or proceedings shall be pending or threatened against Mount Dora or OUC with respect to the transactions contemplated hereunder or the adverse outcome of which would have a material adverse effect on the ability of Mount Dora or OUC to perform its respective obligations under this Agreement.

(d) Required Approvals. All the approvals and authorizations set forth in Appendix B hereto, shall have been received.

Section 12.2. Conditions to Obligations of OUC.

The obligations of OUC under this Agreement to sell and delivery Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction, on or before the dates indicated, of each of the following conditions, any one or more of which may be waived only in writing, in whole or in part, by OUC:

(a) Representations, Warranties and Covenants True at the Effective Date. (i) All representations and warranties of Mount Dora contained in this Agreement shall be true and correct in all material respects when made and at and as of the Effective Date and at and as of the Service Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (a) for changes contemplated by this Agreement and (b) where the failure to be true and correct will not have a material adverse effect on OUC's rights, remedies or benefits under this Agreement; and (ii) Mount Dora shall have performed and complied with, in all material respects, its respective obligations that are to be performed or complied with by them hereunder prior to or on the Effective Date or the Service Date (as applicable).

(b) Required Approvals. All the approvals and authorizations set forth in Appendix B hereto, shall have been received on or before December 31, 2020.

(c) Legal Opinions. OUC shall have received from counsel to Mount Dora an enforceability opinion, dated as of the Effective Date.

(d) No Material Adverse Change. No material adverse change in the Load Obligation, electric facilities, electric business, financial condition, results of operations or prospects of Mount Dora shall have occurred and be continuing, or with the passage of time, the giving of notice or both, shall be reasonably likely to occur as of the Service Date.

(e) Absence of Litigation/Legislative Action. No claims, actions, suits, grievances, investigations, arbitrations or proceedings shall be pending or threatened against Mount Dora or OUC with respect to this Agreement which might have a material adverse effect on the ability of Mount Dora or OUC to perform its respective obligations under this Agreement.

(f) PSC Regulation. No new law shall be pending or passed which would cause OUC to become regulated by the Florida PSC by virtue of its service duties under this Agreement or increase the cost to OUC of providing non-fuel energy and capacity to Mount Dora.

(g) Firm Transmission Service. Mount Dora has obtained Firm Transmission Service from DEF no later than December 1, 2020 or such later date mutually agreeable to the Parties.

Section 12.3. Coordination.

Mount Dora and OUC shall cooperate with each other and use all commercially reasonable efforts to (a) promptly prepare and file all necessary documentation, (b) effect all necessary applications, notices, petitions and filings and execute all agreements and documents, and (c) obtain all necessary consents, approvals and authorizations, including those of other parties necessary or advisable to consummate the transactions contemplated by this Agreement, all of which are set forth in Appendix B.

Each Party shall keep the other Party reasonably apprised of the status of the conditions precedent to the occurrence of the Service Date applicable to it. The Parties shall reasonably coordinate so that subject to the satisfaction of other prior conditions, the certificates and opinions to be delivered by a Party hereunder in connection with the Effective Date have been provided by the Effective Date.

ARTICLE 13

TERMINATION PRIOR TO SERVICE DATE

Section 13.1. Termination Prior to Service Date.

(a) If the conditions precedent to Mount Dora's and OUC's obligations hereunder set forth in Article 12 hereof have not been satisfied or waived on or prior to the express date specified therein or December 31, 2020 (or with respect to the condition 12.2(g) by January 1, 2021) notwithstanding the reasonable effort of the Party to satisfy or waive the condition, then at any time thereafter, either Party may terminate this Agreement on written notice of termination to the other Party, without any liability or obligation of any Party to the others as a result of such termination, unless prior to the delivery of any such written notice of termination the condition or conditions precedent which had not been satisfied are satisfied.

(b) If the Agreement is terminated by OUC pursuant to Section 12.2 or by Mount Dora under 12.1, then the following shall apply:

(i) If OUC exercises its right to terminate this Agreement under Section 12.2, then neither Party shall thereafter have any further obligations to the other hereunder.

(ii) If Mount Dora terminates this Agreement pursuant to Section 12.1 then OUC shall thereafter (a) have no further obligations hereunder and (b) shall have the right to require Mount Dora to assume OUC's rights, obligations and liabilities under any or all contracts entered into by OUC with Mount Dora's prior written approval solely for the purpose of providing electric energy and capacity to Mount Dora under this Agreement.

Section 13.2. Notice of Termination Prior to Service Date.

Each Party shall notify the other Party promptly if any information comes to its attention prior to the Effective Date or prior to the Service Date, as applicable that it believes will potentially excuse such Party from the performance of its obligations under this Agreement or might reasonably cause any condition set forth in Article 12 not to be satisfied on or prior to the Service Date.

ARTICLE 14

REPRESENTATIONS AND WARRANTIES

Section 14.1. General Representations and Warranties.

Each Party hereby represents and warrants to the other that:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is duly qualified to do business in all jurisdictions where such qualification is required.

(b) It has full power and authority to enter this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by all necessary municipal and other action and do not and will not contravene its organizational documents or conflict with, result in a breach of, or entitle any party (with due notice or lapse of time or both) to terminate, accelerate or declare a default under, any agreement or instrument to which it is a Party or by which it is bound.

(c) To the best of each Party's knowledge, the execution, delivery and performance of this Agreement will not result in any violation of any law, rule or regulation applicable to it. It is not a Party to, nor subject to or bound by, any judgment, injunction or decree of any court or other governmental entity which may restrict or interfere with the performance of this Agreement or may materially and adversely affect the business, property, financial condition, results of operations or prospects of such Party.

(d) This Agreement is a valid and binding obligation, enforceable in accordance with its terms, except as (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) the remedy of specific performance and injunctive relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(e) Except for those approvals listed in Appendix B and filing of this Agreement as required under Section 163.01(11), Florida Statutes and approval of a firm transmission service agreement between Mount Dora and DEF by the FERC, no consent, waiver, order, approval, authorization or order of, or registration, qualification or filing with, any court or other governmental agency or authority or other person is required for the execution, delivery and performance by such Party of this Agreement and the consummation by such Party of the transactions contemplated hereby. No consent or waiver of any party to any contract to which such Party is a party or by which it is bound is required for the execution, delivery and performance by such Party of this Agreement that has not been or will by the Effective Date have been duly obtained.

(f) There is no action, suit, grievance, arbitration or proceeding pending or, to the knowledge of such Party, threatened against or affecting such Party at law or in equity, before any federal, state, municipal or other governmental court, department, commission, board, arbitrator, bureau, agency or instrumentality which prohibits or impairs its ability to execute and deliver this Agreement or to consummate any of the transactions contemplated hereby. Such Party has not received written notice of and otherwise is not aware of any such pending or threatened investigation, inquiry or review by any governmental entity.

Section 14.2. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PROVISION OR RECEIPT OF WHOLESALE ELECTRIC SERVICE HEREUNDER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

ARTICLE 15

SECURITY

Section 15.1. OUC Security

OUC shall maintain a rating on senior unsecured debt securities of OUC by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to Mount Dora of BBB+ (Standard and Poor's), Baa1 (Moody's) or BBB+ (Fitch) or its equivalent, or a rating equivalent to Mount Dora senior unsecured debt securities, if any, whichever is lower. In the event that OUC's credit rating fails to meet said credit standing by two or more of such rating agency ratings and drops below Mount Dora's ratings, and OUC fails to restore its credit rating to said standing within 12 months after its rating has fallen, OUC shall notify Mount Dora thereof and shall upon request by Mount Dora provide a Letter of Credit, cash or bond sufficient to assure OUC's due performance under this Agreement.

Section 15.2. Mount Dora Security

The Mount Dora shall maintain a rating on senior unsecured debt securities of Mount Dora, if any such securities are rated, by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to OUC of BBB+ (Standard and Poor's), Baa1 (Moody's) or BBB+ (Fitch) or its equivalent, or a rating equivalent to OUC senior unsecured debt securities, whichever is lower. In the event that Mount Dora issues any senior unsecured debt securities and the rating on such securities falls below two or more of such rating agency ratings and drops below OUC's ratings and Mount Dora fails to restore its credit

rating to such specified minimum rating standing within 12 months after its rating has fallen below the rating described above, Mount Dora shall within ninety (90) days of a written request by OUC therefor provide a Letter of Credit, cash or bond or other assurances reasonably sufficient to assure Mount Dora's due performance of its purchase and payment obligations under this Agreement.

ARTICLE 16

EVENTS OF DEFAULT

Section 16.1. Events of Default by OUC.

Any one or more of the following shall constitute an "Event of Default" hereunder with respect to OUC:

(a) OUC shall fail to pay any amounts to be paid by OUC hereunder to Mount Dora and such failure shall continue for a period of more than ten (10) days after notice by Mount Dora.

(b) A default shall occur in the performance of any other material covenant or condition to be performed by OUC hereunder (other than a default specified in Section 16.1(a)) and such default shall continue unremedied for a period of thirty (30) days after notice from Mount Dora specifying the nature of such default; provided, however, that if such default (other than the failure to make payments when due) cannot reasonably be remedied by OUC within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, OUC shall have up to an additional ninety (90) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of OUC or of all or substantially all of the property of either, is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or OUC makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or OUC is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against OUC; or all or substantially all of the material property of either is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against OUC under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) OUC files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of OUC or all or substantially all of the property of either.

Section 16.2. Events of Default by Mount Dora.

Any one or more of the following shall constitute an "Event of Default" hereunder with respect to Mount Dora:

(a) Mount Dora shall fail to pay any amounts to be paid by Mount Dora hereunder to OUC and such failure shall continue for a period of more than ten (10) days after notice by OUC.

(b) Default shall occur in the performance of any material covenant or condition to be performed by Mount Dora hereunder (other than a default specified in Section16.2 (a)) and such default shall continue unremedied for a period of thirty (30) days after notice from OUC specifying the nature of such default; provided, however, that if such default cannot reasonably be remedied by Mount Dora within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, Mount Dora shall have up to additional ninety (90) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of Mount Dora or of all or substantially all of either of their property is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or Mount Dora makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or Mount Dora is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against Mount Dora; or all or substantially all of the material property of Mount Dora is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against Mount Dora under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) Mount Dora files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of Mount Dora or all or substantially all of its property.

Section 16.3. Remedies.

The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

a) Upon the occurrence of an Event of Default by either Party hereunder, the non-defaulting Party shall have the right to (i) invoice and collect all amounts then due to it from the defaulting Party hereunder (subject to any applicable limitation of liability or cap on damages), and (ii) terminate this Agreement at any time during the continuation of such Event of Default upon written notice to the defaulting Party. Notwithstanding any other provision of this Agreement, after the occurrence of an Event of Default and for so long as the Event of Default is

continuing and has not been cured, the non-defaulting Party shall have the right, upon written notice to the defaulting Party, to suspend all performance under this Agreement until such Event of Default has been cured. If Mount Dora is the defaulting Party and, by reason of Mount Dora's default, OUC is not receiving all or a portion of the Monthly Wholesale Electric Energy and Monthly Wholesale Electric Capacity or associated payments in accordance with the terms hereof, then OUC shall have the right, but not the obligation, during the continuation of such default and prior to any termination of this Agreement to discontinue Wholesale Electric Service to Mount Dora upon five (5) days prior notice of such intent and remarket such energy until such time as the Event of Default is remedied.

b) If Mount Dora terminates this Agreement as a result of the occurrence of an Event of Default by OUC, then Mount Dora shall thereafter have no further obligations hereunder and shall have all rights and remedies available to it under applicable law, including the right to recover damages and shall thereafter have no further obligations hereunder other than (upon OUC's request) assume OUC's rights, and further obligations and liabilities under any or all contracts entered into by OUC with Mount Dora's express, prior written approval solely for the purpose of providing electric energy and capacity to Mount Dora under this Agreement.

c) If OUC terminates this Agreement as a result of the occurrence of an Event of Default by Mount Dora, then OUC shall thereafter (a) have no further obligations hereunder and shall have all rights and remedies available to it hereunder and under applicable law, including the right to recover damages and (b) to have the right to require Mount Dora to assume OUC's rights, obligations and liabilities under any or all contracts entered into by OUC with Mount Dora's express, prior written approval solely for the purpose of providing electric energy and capacity to Mount Dora under this Agreement.

d) The remedies provided for in this Section 16.3 shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise). The remedies provided for in this Section 16.3 shall be subject to the limitations of liability and caps on damages set forth in Article 17.

ARTICLE 17

LIMITATION OF LIABILITY

Section 17.1. No Consequential Damages. NOTHWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER INDEMNITY PROVISIONS OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COST OF CAPITAL; LOSS OF USE, LOSS OF GOODWILL, REPLACEMENT POWER OR CLAIMS OF CUSTOMERS, UNLESS SUCH DAMAGES ARE A COMPONENT OR ELEMENT OF A CLAIM THAT IS SUBJECT TO INDEMNIFICATION HEREUNDER AND COVERED UNDER A

PRIMARY POLICY OF LIABILITY INSURANCE, IF ANY, ISSUED BY A THIRD PARTY SURETY.

Section 17.2. Aggregate Cap on Liability. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL AGGREGATE LIABILITY OF OUC TO MOUNT DORA AND OF MOUNT DORA TO OUC UNDER THIS AGREEMENT, WHETHER BASED ON CLAIMS ARISING UNDER TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF RECOVERY, SHALL NOT EXCEED THE FOLLOWING:

I. FOR EITHER PARTY, THE AMOUNT(S) SET FORTH IN APPENDIX D, Table 1;

II. FOR OUC, WHERE MOUNT DORA CAN DEMONSTRATE OUC HAS BREACHED THIS AGREEMENT FOR PURPOSES OF PURSUING MORE FAVORABLE MARKET SALES FOR ENERGY OR CAPACITY, THE AMOUNT(S) SET FORTH IN APPENDIX D, Table 2 ;

III. FOR MOUNT DORA, WHERE OUC CAN DEMONSTRATE MOUNT DORA HAS BREACHED THIS AGREEMENT FOR PURPOSES OF PURSUING MORE FAVORABLE MARKET PURCHASES FOR WHOLESALE ENERGY OR CAPACITY, THE AMOUNT(S) SET FORTH IN APPENDIX D, Table 2.

ARTICLE 18

INDEMNIFICATION

Section 18.1. Indemnification by OUC.

To the extent permitted by Florida law and subject to the limitations set out in Article 17, OUC shall indemnify, defend and hold harmless Mount Dora and its respective officials, officers, directors, agents, representatives and employees from and against any and all loss, costs, expense, claims, demands, liabilities (including reasonable attorneys' fees), judgments, fines, settlements and other amounts arising from any and all Claims relating to or arising out of:

(a) any willful misconduct or illegal acts of OUC;

(b) any damages awarded against Mount Dora in a Claim by a third party to the extent arising from the negligent acts or omissions of OUC or any of its agents or employees in exercising its rights or performing its obligations hereunder after the Effective Date.

Section 18.2. Indemnification by Mount Dora.

To the extent permitted by Florida law and subject to the limitations set out in Article 17, Mount Dora shall indemnify, defend and hold harmless OUC, its officers, directors, agents, employees and Affiliates from and against any and all loss, costs, expense, claims, demands, liabilities (including reasonable attorneys' fees), judgments, fines, settlements and other amounts arising from any and all Claims relating to or arising out of:

(a) any willful misconduct or illegal acts of Mount Dora;

(b) any damages awarded against OUC in a Claim by a third party to the extent arising from the negligent acts or omissions of Mount Dora or any of its agents or employees in exercising its rights or performing its obligations hereunder after the Effective Date.

Section 18.3. Sovereign Immunity Not Waived.

Nothing in this Agreement shall be construed or applied as a waiver of either Party's sovereign immunity against third party tort claims, including those rights and limitations of liability under s. 768.28, F.S., as it may be amended. If a Party pursues indemnity or a hold harmless/defense from the other in connection with a third-party tort claim, then the party from whom indemnity is sought shall have the right to assert against any such third-party claimant, the defense of sovereign immunity on behalf of both the indemnitor and the indemnitee.

ARTICLE 19

DISPUTE RESOLUTION

Section 19.1. Resolution By Officers of the Parties.

Except as otherwise expressly, specifically set forth herein, in the event of any dispute between the Parties as to a matter referred to herein or as to the interpretation of any part of this Agreement, including this Section 19.1 or as to the determination of any rights or obligations or entitlements arising from or related to this Agreement or as to the calculation of any amounts payable under this Agreement, the Parties shall refer the matter to their respective duly authorized representatives, for resolution. Should such representatives of the respective Parties fail to resolve the dispute within forty-five (45) days from such referral, the Parties agree that any such dispute shall be first referred to non-binding mediation in accordance with Section 19.2. Should mediation be unsuccessful within the times specified in Section 19.2, the Parties may pursue any legal or equitable remedies available under Florida law.

Section 19.2. Mediation Procedures.

A Party submitting a dispute to non-binding mediation (the "Requesting Party") shall do so by delivering to the other Party a notice demanding or requesting, as the case may be, mediation of the dispute and naming three acceptable mediators. Within ten (10) days after the receipt of the notice from the Requesting Party, the other Party shall, in writing, serve upon the Requesting Party a notice of acceptance of one of the three mediators provided or offer three alternate mediators for consideration. Within five (5) days, the Parties shall confer and mutually agree and appoint a mediator from the lists provided. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter of the dispute(s). No mediator appointed shall have the power to render any binding or enforceable award, order, decree or disposition or amend or add to this Agreement. Within ten (10) days after the mediator is appointed, a time and date for the mediation shall be scheduled

and documented in writing. The mediator thereupon shall proceed promptly to hear and facilitate an amiable resolution of the controversy. If mediation is successful, any settlement achieved through mediation shall be confidential to the extent permissible under Florida law and not in violation of the Florida Statute 119 and made in writing and in duplicate, and one copy shall be delivered to each of the Parties. Each Party shall pay the costs of its own counsel and share equally the fee and cost of the mediator.

Section 19.3. Settlement.

If the resolution of the dispute and the terms of any settlement agreement, amendment to the Agreement or other document or instrument executed in connection therewith will require the approval of the Board of a Party, a request for such approval shall be promptly submitted for the Board's consideration. Once accepted by the Parties, the decision of the mediator and any award made hereunder shall be binding upon each Party and the successors and assigns and any trustee or receiver of each Party.

Section 19.4. Legal Remedies.

If mediation is unsuccessful, either Party may pursue any legal rights and remedies made available under Florida Law. The Parties agree that the exclusive venue for any dispute arising hereunder that is not resolved through the dispute resolution procedures set forth in Section 19.1 and 19.2 shall be the State Circuit Court in Lake County, Florida.

Section 19.5. Continued Performance.

Except to the extent a Party has the right to suspend performance under Section 16.3 hereof, no dispute shall interfere with the Parties' continued fulfillment of their obligations under this Agreement pending the outcome of the mediation process or a decision by the Florida courts.

ARTICLE 20

FORCE MAJEURE

Section 20.1. Force Majeure Standard.

A Party shall be excused from performing its obligations under this Agreement and shall not be liable in damages or otherwise, if and only to the extent that it is unable to so perform or is prevented from performing by an event of Force Majeure.

Section 20.2. Force Majeure Definition.

An event of "Force Majeure" means an event or circumstance that prevents or unduly frustrates the performance by a Party of its obligations under this Agreement (other than the duty to make payments when due, which shall not be excused by Force Majeure) which is not within the reasonable control of, or the result of the negligence of, such Party and which by the exercise of due diligence such Party is unable to overcome or avoid. Force Majeure includes, without limitation, hurricanes, tornadoes, flood, lightning, drought, earthquake, fire, explosion, terrorist attack, civil disturbance, strikes, acts of God, acts of the public enemy, orders, directives (including the state

security coordinator), restraints and requirements of the government and governmental agencies, either federal, state or local, civil or military, or any other cause beyond a Party's control. Force Majeure shall not include (i) events affecting the cost of operating any generating facility, (ii) changes in market conditions which cause the price of energy or capacity to fluctuate including, without limitation, weather, fuel prices and supply and demand, or (iii) the inability of a Party to make a profit or avoid a loss in performing its obligations under this Agreement.

Section 20.3. Obligation to Diligently Cure Force Majeure.

If a Party shall rely on the occurrence of an event of Force Majeure as a basis for being excused from performance of its obligations under this Agreement, then such Party shall:

(a) Provide written notice to the other Party promptly but in no event later than five (5) days of the occurrence of the event or condition giving an estimation of the expected duration and the probable impact on the performance of its obligations hereunder;

(b) Exercise all reasonable efforts to continue to perform its obligations hereunder;

(c) Expeditiously take reasonable action to correct or cure the event or condition excusing performance, provided that settlement of strikes or other labor disputes shall be completely within the sole discretion of the affected Party; and

(d) Exercise all reasonable efforts to mitigate or limit damages to the other Party to the extent such action shall not adversely affect its own interests.

ARTICLE 21

MISCELLANEOUS

Section 21.1. Assignment; Successors and Assigns.

This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties, including any successor to any Party by consolidation, merger, or acquisition of all or substantially all of the assets of such Party. No assignment by any Party (or any successor or assignee thereof) of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party in each case obtained (which in the case of an assignment by OUC shall include approval by the City Council of Mount Dora), which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the immediately preceding sentence, OUC or any permitted assignee of OUC may assign this Agreement as collateral security to any lender from time to time providing financing to OUC in connection with the transactions contemplated hereby, provided that OUC is not relieved of any obligation or liability hereunder as a result of such assignment. Mount Dora, at the cost and expense of OUC, shall execute and deliver such documents as may be reasonably requested by OUC which are necessary to accomplish any such assignment, transfer, pledge or other disposition of rights and interests to any such lender so long as Mount Dora's rights, remedies, benefits and

privileges under this Agreement are not thereby materially altered, amended, diminished or otherwise impaired. Any assignments by any Party shall be in such form as to ensure that such Party's obligations under this Agreement will be assumed, accepted and honored fully and timely by any transferee, assignee or successor party.

Section 21.2. Notices.

With the exception of communications within the ordinary course of the day to day performance and administration of this Agreement, all notices, requests and other communications hereunder (herein collectively a "notice" or "notices") shall be deemed to have been duly delivered, given or made to or upon any Party if in writing and delivered by hand against receipt, or by certified or registered mail, postage pre-paid, return receipt requested, or to a courier who guarantees next business day delivery or sent by email (with confirmation by return email) to such Party at its address set forth below or to such other address as such Party may at any time, or from time to time, direct by notice given in accordance with this Section 21.2.

IF TO OUC:

Vice President, Electric & Water Production

100 W. Anderson Street

Orlando, Florida 32801

Tel: 407-423-9100

Facsimile: 407-275-4120

E-mail: WGillingham@ouc.com

With a copy to: Office of General Counsel

100 West Anderson Street

Orlando, Florida 32801

Tel: 407-423-9100

Facsimile: 407-434-2220

IF TO MOUNT DORA:

City Manager

510 N. Baker St.

Mount Dora, Florida 32757

Tel: 352-735-7126

Email: hayesr@cityofmountdora.com

With a copy to: City Attorney

510 N. Baker Street

Mount Dora, Florida 32757

Email: ssutphen@bellroperlaw.com

The date of delivery of any such notice, request or other communication shall be the earlier of (i) the date of actual receipt or (ii) three (3) business days after such notice, request or other communication is sent by certified or registered mail, (iii) if sent by courier who guarantees next business day delivery, the business day next following the day such notice, request or other communication is actually delivered to the courier or (iv) the day actually emailed (with confirmation by return email if on a business day, and if not, then the first business day thereafter).

Section 21.3. Governing Law.

The rights and obligations of the Parties shall be construed and interpreted in accordance with the substantive law of the State of Florida without giving effect to its principles for choice of law.

Section 21.4. Confidentiality.

Each Party shall keep confidential, and shall not disseminate to any third party or use for any purpose other than the performance, administration, management and enforcement of this Agreement (except with the written authorization of the other Party), any information received from the other that is designated as confidential or proprietary by the other Party unless legally compelled by the Florida Public Records Act disclosure requirements, deposition, inquiry, request for documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other regulatory authority, or by requirements of any securities law or regulation or other legal requirement or as necessary to enforce the terms of this Agreement. The confidentiality requirements of this Section 21.4 shall survive the termination of this Agreement for a period of two (2) years. If any Party is compelled to disclose any confidential information of the other Party that is exempt from the disclosure requirements of the Florida Public Records Act, such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party, at such other Party's costs and expense, to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with respect to the other Party taking steps to resist or narrow the scope of any required disclosure. The Parties shall reasonably coordinate in the preparation and issuance of all publicity relating to this Agreement.

Section 21.5. No Partnership.

Nothing contained in this Agreement shall be construed to create a partnership, joint venture or other legal relationship that may invoke fiduciary obligations between the Parties.

Section 21.6. Fees and Expenses.

Except as otherwise provided herein, Mount Dora and OUC shall each pay for its own costs, fees and expenses in connection with, or in anticipation of, this Agreement and the consummation of the transactions contemplated hereby.

Section 21.7. Captions.

The captions to sections throughout this Agreement and attachments and appendices hereto are intended solely for ease of reference and to facilitate reading and reference to all sections and provisions of this Agreement and such attachments and appendices. Such captions shall not affect the meaning or interpretation of this Agreement or such attachment or appendices.

Section 21.8. Entire Agreement and Amendments.

This Agreement and all of the attachments and appendices referred to herein sets forth the entire agreement of the Parties with respect to the subject matter herein and takes precedence over all prior discussions or understandings. This Agreement may not be amended, modified or changed except by an agreement in writing signed by the Parties.

Section 21.9. Severability.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced to the minimum extent necessary to conform such provision to applicable law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

Section 21.10. Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, upon the request of either Party, the other Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the provisions of this Agreement and such transactions and the intention of the Parties.

Section 21.11. Laws and Regulations; Changes in Law.

This Agreement and the rights, obligations, and performances of the Parties under this Agreement are subject to all applicable state and federal laws, and to all duly promulgated orders and other duly authorized actions of governmental authorities having jurisdiction. Each Party hereto shall be responsible for taking all necessary actions to satisfy any regulatory and other requirements that may be imposed by any federal, state, or municipal statute, rule, regulation, or ordinance that may be in effect from time to time relative to the performance of such Party hereunder.

If and to the extent that, after the Effective Date of this Agreement, any laws or regulations which govern any transaction or duty of a Party contemplated herein shall change so as to (a) make this Agreement or any provision hereof unlawful, (b) subject either Party to regulation by the Florida PSC or (c) increase the cost to OUC of providing non-fuel energy and capacity to Mount Dora, then the affected Party may require the other to negotiate and use reasonable efforts to agree on such modifications to this Agreement as shall be reasonably necessary for the Agreement to accommodate any such legal or regulatory changes. If the Parties are unable to agree on terms, conditions or such other measures to prevent (x) the Agreement from being illegal, (y) a Party being subject to Florida PSC regulation or (z) a change in the cost of providing Wholesale Electric Service hereunder, then the affected Party(ies) may terminate this Agreement upon 180 day's prior written notice with no further obligation to the other.

Section 21.12. Counterparts.

This Agreement and any amendment or modification hereto may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement or instrument. This Agreement, as executed by the Parties, shall be filed in compliance with Section 163.01(11).

Section 21.13. Interpretation.

In the event of any dispute concerning the construction or interpretation of this Agreement or any ambiguity hereof, there shall be no presumption that this Agreement or any provision hereof be construed against the Party who drafted this Agreement. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa; the term "includes or including" shall mean including, without limitation, references to an Article, Section, Appendix or Schedule shall mean an Article, Section. Appendix or Schedule of this Agreement; and the terms "hereof", "herein", "hereto", "hereunder" and "herewith" refer to this Agreement as a whole. Reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented and restated through the date as of which such reference is made.

Section 21.14. Independent Relationship.

Unless specifically and expressly set forth herein to the contrary, nothing in this Agreement shall be construed or interpreted to make a Party or its employees or agents, the agent, representative or employees of the other Party.

Section 21.15. No Third-Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any third party not a party hereto, except designated indemnitees and permitted assignees and successors.

Section 21.16. Waivers.

The failure of a Party hereto to exercise any right or remedy or enforce at any time any provision of this Agreement shall not be construed to be a waiver of such right, remedy or provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of a Party thereafter to exercise such right or remedy or enforce each and every such provision. In order to be enforceable, a waiver under this Agreement must be in writing, state that it is a waiver and be signed by an authorized representative of the Party to be bound thereby. Any waiver shall be subject to the terms, conditions and limitations thereof, and no waiver of any breach, default or non-performance of this Agreement shall be held to constitute a waiver of any other or subsequent breach, default or non-performance of this Agreement.

Section 21.17. Duty to Mitigate.

Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts consistent with Prudent Utility Practice to minimize any damages it may incur as a result of any other Party's breach, default or non-performance of this Agreement.

Section 21.18 Public Records.

(a) Pursuant to Florida Statutes, Section 119.0701:

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

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

(b) OUC agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the Mount Dora for the scope of this Agreement.
2. Upon request from Mount Dora's custodian of public records, provide Mount Dora with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.

3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract OUC does not transfer the records to Mount Dora.

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

Section 21.19 Use of Mount Dora Name, Logo, Seal, Flag and/or Letterhead

OUC may only use Mount Dora's name, logo, seal and/or flag with the express written permission of Mount Dora and consistent with any City of Mount Dora policy related to the same. In addition, OUC shall not use Mount Dora's letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of Mount Dora. OUC is expressly permitted to utilize Mount Dora's name and/or logo for public forum reporting purposes to its Commission and for service-related marketing purposes.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement for All Requirements Purchase and Sale of Electric Energy and Capacity to be duly executed as an instrument under seal by their respective duly authorized representatives as of the date and year first above written.

Signatures on Following Pages

Orlando Utilities Commission

By: _____

Clint Bullock

General Manager and CEO

Date: 4-29-2020

Attest:

_____

Name: ELIZABETH M SHAWHAN

Title: ASSISTANT SECRETARY

Approved as to form and legality,

OUC Legal Department

By: _____

THE CITY OF MOUNT DORA

By: _____
CATHERINE T. HOECHST
MAYOR
Date: march 3, 2020

Attest:

_____
Name: Gwen Keogh-Johns, MMC
Title: City Clerk

Approved as to form and legality,
Attorney for the City of Mount Dora

_____
Name: Sherry G. Sutphen
Title: City Attorney

APPENDIX A-D REDACTED

Contains proprietary confidential information as directed by Orlando Utilities Commission

2/27/2020

AMENDMENT 1 TO AGREEMENT FOR ALL-REQUIREMENTS PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY, BETWEEN THE CITY OF MOUNT DORA AND ORLANDO UTILITIES COMMISSION

THIS AMENDMENT is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 hereinafter referred to as the "CITY" and Orlando Utilities Commission, a Florida statutory municipal utility commission with offices at 100 W. Anderson Street, Orlando, Florida 32801, hereinafter referred to as "OUC".

WHEREAS, on March 3, 2020, the City adopted Resolution 2020-31, pertaining to the Agreement for All-Requirements Purchase and Sale of Electric Energy and Capacity between the CITY and OUC ("Agreement"); and

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

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

1. Article 3, TERM is deleted in its entirety and replaced with the following:

This Agreement shall be in force and effect as of the Effective Date. The obligations of the Parties in respect of the supply and delivery of Wholesale Electric Service shall commence on the Service Date. This Agreement shall remain in effect for the Term, unless terminated earlier under the terms of this Agreement. Termination or expiration of this Agreement shall not affect or excuse the performance of either Party under any provision of this Agreement that by its nature or terms survives any such termination or expiration. No later than one (1) year prior to the end of the original Term, or if applicable any extension Term, OUC shall have the unilateral right to extend the original Term of this Agreement by three, one-year extensions (or more, if mutually agreeable to the Parties). If OUC agrees to extend the Term, the Term shall be extended based on the existing Agreement unless the Parties mutually agree to alternate or supplemental terms and conditions.

2. Article 6, Price and Billing, Section 6.1(b) Monthly Fuel Energy Charge, is hereby deleted in its entirety and replaced with the following:

Section 6.1(b) **Monthly Fuel Energy Charge**

The Fuel Energy Rate as set forth in Appendix A.1.01 or A.1.02 multiplied by the

Monthly Wholesale Electric Energy. Mount Dora shall have the option to select the Fuel Energy Rate (Appendix A.1.01 System Energy Rate or Appendix A. 1.02 Gas Index) calculation for Monthly Fuel Energy Charge. Mount Dora shall submit its Fuel Energy Rate selection to OUC in writing. In the event Mount Dora desires to change its Fuel Energy Rate selection, Mount Dora shall provide OUC with at least ninety (90) days written notice of the requested change; however, each Fuel Energy Rate selection shall be in effect for at least six (6) months before a new selection may become effective. The invoice shall have sufficient detail for Mount Dora to be able to calculate the Monthly Fuel Energy Charge.

3. Appendix A, PRICING FOR WHOLESALE ELECTRIC SERVICE, Section 2, is hereby deleted in its entirety and replaced with the following:

Redacted as a trade secret of OUC based on Florida Statute Chapter 119, exempting from disclosure.

[redacted]

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

[REMAINDER OF PAGE INTENTIONALLY BLANK SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment 1 effective this _____ day of _____ _____ _, 2022.

CITY OF MOUNT DORA

_____

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

ATTEST:

_____

JESSICA BURNHAM
CITY CLERK

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

_____

Sherry G. Sutphen, City Attorney

ORLANDO UTILITIES COMMISSION

By: _____

Print: Clint Bullock

Title: General Manager & CEO

ATTEST:

_____

Name: Paula Velasquez

Title: Assistant Secretary

Approved as to form and legality,
OUC Legal Department

By: _____

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

DATE: **August 16, 2022**

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

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

SUBJECT: Request Approval of Meeting Minutes
-August 2, 2022 City Council Regular Session
-August 2, 2022 Northeast CRA Governing Board Regular Session

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. August 2, 2022 Regular City Council Minutes DRAFT
2. August 2 2022 Northeast CRA Governing Board Minutes DRAFT

Prepared by: Jeanann Hand, Deputy City Clerk
Reviewed by: Jessica Burnham, City Clerk Final Approval - 8/9/2022

CITY OF
MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES

August 2, 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 Cataldo led a Moment of Silence and Pledge of Allegiance to the Flag.

ROLL CALL

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

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

PRESENTATIONS

1. Home Rule Hero Award

   Lynn Tiption, Florida League of Cities, presented Councilmember Rolfson with the Home Rule Hero Award.

   Councilmember Rolfson accepted the award and stated what an honor it was to receive it.

2. Recognition of the Chamber of Commerce for the Mount Dora Bicycle Festival

   Mayor Stile presented the Chamber of Commerce of Mount Dora with an award for the Bicycle Festival that they have put on for the past forty-seven years.

   Rachel O'Ryan, Chamber President, spoke about the history of the event and mentioned that the Chamber is extremely excited that the City has decided to take this event on.

PUBLIC COMMENTS

Mayor Stile opened public comment

Michelle Middleton, 112 East 5th Ave, provided thanks to Adam Sumner, Deputy Planning Director, for coming and speaking with the tenants of Mount Dora Market Place in regards to

DRAFT

the sign code. Ms. Middleton also stated that Leadership Lake County is hosting their political hob nob on August 9th from 5:30-9:30 pm.

Christine Harris, 402 Jackson, spoke on precinct changes within the county.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

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

BOARD APPOINTMENTS

1. Planning and Zoning Commission

   Councilmember Guenther recommended Cathy Hoechst be appointed to the Planning and Zoning Commission.

   APPROVED BY A UNANIMOUS VOICE VOTE.

2. Lake County Arts and Cultural Alliance

   Councilmember Rolfson recommended Jackii Molsick be appointed as an alternate member to the Lake County Arts and Cultural Alliance.

   APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

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

   MOTION BY COUNCILMEMBER WALKER TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request approval to waive fees for Mount Dora Pop Warner

   Patrick Comiskey, City Manager, introduced the agenda item.

   Michael Davis, Sports Coordinator, spoke on the agenda item and provided a history of the Pop Warner youth football league.

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MOTION BY COUNCILMEMBER GUENTHER TO APPROVE THE REQUEST TO WAIVE FEES FOR MOUNT DORA POP WARNER; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

2. 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

Mike Gibson, Interim Chief of Police, spoke on the agenda item and mentioned this is an agreement for the upcoming school year, 2022-2023, and in this agreement Round Lake Charter School has agreed to reimburse the city the salary and benefits for the Mount Dora police officer serving as the School Resource Officer (SRO) during the school year.

Councilmember Rolfson inquired about the training of the SRO officers, to which Interim Chief Gibson answered, the police officers at Mount Dora train hard for active threats.

Mayor Stile opened public comment.

Bobby Rowe, 1155 North Clayton Street, spoke about the Mount Dora police department training and stated they are above the curve on the training.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGREEMENT BETWEEN THE CHARTER BOARD FOR ROUND LAKE ELEMENTARY SCHOOL AND THE CITY OF MOUNT DORA FOR SCHOOL RESOURCE OFFICER PROGRAM 2022-2023; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

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NO None

3. 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

Deputy City Planner Sumner spoke on the agenda item and provided an overview of the agreement.

Discussion ensued on the evaluation committee, not prolonging this project any longer, the timeframe of the project, the two phases that are mentioned in the agreement, and clarification on the exhibit to the agreement.

Mayor Stile opened public comment

Josh Hemingway, 1171 East 5th Ave, stated the costs would go up twenty percent or more and mentioned that he was surprised at the size of the project.

Christine Harris, 402 Jackson, spoke about the library and inquired about the library being upgraded.

Bobby Rowe, 1151 North Clayton Street, stated we need to move forward with this project now.

Rona Rowe, 1641 Mountclair Court, mentioned the time is now to move on this project. It's been long overdue. The more we delay, the further we get away from this project.

Michelle Middleton, 112 East 5th Avenue, stated the Northeast district deserves this and we have delayed this project for too long.

Mayor Stile closed public input

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND BORRELLI + PARTNERS, INC., FOR DESIGN AND ENGINEERING FOR THE COMMUNITY RESOURCE AND RECREATION CENTER WITH A CONTINGENCY OF SOME ACTIVITIES WILL OCCUR SIMULTANEOUSLY NOT TO EXCEED ONE HUNDRED TWENTY DAYS IN TOTAL FOR COMPLETION OF PHASE ONE; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Councilmember Walker
Councilmember Rolfson
Councilmember Guenther
Councilmember Bryant
Councilmember Cataldo

DRAFT

Vice-Mayor Crail
Mayor Stile

NO None

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

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

Ms. Sutphen read Ordinance No. 2022- 40, Change in Zoning- Lake County Water Authority (Greenbelt Zoning) by title only.

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.

Vince Sandersfeld, Planning and Zoning Director, provided the council with an overview of the agenda item. Mr. Sandersfeld mentioned this zoning is a protection of the conservation. It has a conservation land use, so the assignment would be a greenbelt zoning.

Mayor Stile opened public comment.

Richard Hurley, 2032 Pine Hollow Drive, mentioned that he applauds the city for protecting the Wolf Branch Sink Preserve. Mr. Hurley presented the council with some history in regards to the Wolf Branch basin.

Ken Groves, 2061 Edgewater Drive, applauded the City for protecting this property as well and spoke on stormwater management for the Country Club of Mount Dora.

Kara Solebello,30627 Round Lake Road, provided thanks for the explanation of the item.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE FIRST READING

DRAFT

OF ORDINANCE NO. 2022-40, CHANGE IN ZONING – LAKE COUNTY WATER AUTHORITY (GREENBELT ZONING); COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

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

Ms. Sutphen read Ordinance No. 2022- 11, Annexation for Mount Dora Hills, LLC, et al (36.61 Acres) by title only.

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.

Planning and Zoning Director Sandersfeld provided council with an overview of the item and mentioned this property is eligible for annexation and, if approved, would be the first in the Wolf Branch Innovation District.

Discussion took place on the property being located near the greenbelt zoning that was just approved prior and the proper precautions that would be taken in regards to buffering and stormwater management.

Aaron Hakim, AMCO Development, stated they look at longtime goals for the community and they view the area of the greenbelt zoning behind them as an asset.

Mayor Stile opened public comment.

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No one spoke.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER GUENTHER TO APPROVE FIRST READING OF ORDINANCE NO. 2022-11, ANNEXATION FOR MT. DORA HILLS, LLC, ET AL (36.61 ACRES); COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

CITY MANAGER'S REPORT

City Manager Comiskey asked Wayne Zimmerman, Deputy Electric Director, to provide the council with an update on the electric utility costs in regards to the natural gas increase in price.

Discussion ensued on the natural gas increase.

City Manager Comiskey spoke about our EOC responses and stated that the city is ready to respond during a hurricane.

City Manager Comiskey provided the council with a staffing update, which included the appointment of Rita Meade as Interim Finance Director, Michael Gibson as Interim Chief of Police, Geroge Marek as Interim Public Works Director, Chris Gaw as Interim Utility Director, Cathy Lundy was promoted to Libiary Director, Aneta Barton was promoted to Budget Director, Misty Sommer was promoted to Economic Development Manager, and Adam Sumner has been promoted to the Deputy Planning and Zoning Director.

CITY ATTORNEY'S REPORT

No report

COMMUNICATIONS AND REPORTS

1. Council Member John Cataldo

DRAFT

Councilmember Cataldo thanked Cathy Lunday, Library Director, for developing a new little library in District 1 and Chris Carson, Cultural and Special Events Coordinator, for putting together the Last Call Event.

2. Council Member Austin Guenther

   No report

3. Council Member Cal Rolfson

   Councilmember Rolfson spoke about current climate change.

   Lake Care food pantry is one step closer to building their new facility.

4. Council Member Nate Walker

   Councilmember Walker congratulated Councilmember Rolfson on the Home Rule Hero award and mentioned that Mount Dora high School would be holding their back to school event.

   Renovation has officially started at Cauley Lott Park.

5. Council Member Doug Bryant

   Councilmember Bryant stated this was a milestone and a notable evening as the council moved forward with the Community Resource and Recreation Center.

6. Vice-Mayor Marc Crail

   Vice-Mayor Crail gave thanks to Molly Crall in the customer service department for her help with a problem he had and also congratulated Councilmember Rolfson.
   He spoke about Curaleaf on Britt Road and mentioned the continuous odor problems coming from the facility that residents are concerned about and suggested the city reach out to Lake County as the address is in unincorporated Mount Dora.

7. Mayor Crissy Stile

   Mayor Stile provided thanks to the staff for putting on a wonderful Last Call Event to end summer.

   She also stated the renovation at Cauley Lott Park has started.

FUTURE MEETING DATES

1. August 16, 2022, 6:00 PM, Regular Session

DRAFT

2. August 29, 2022, 10:00 AM, Budget Work Session

3. September 6, 2022, 6:00 PM, Regular Session

4. September 20, 2022, 6:00 PM, Regular Session

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 7:59 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JESSICA BURNHAM
City Clerk

DRAFT

CITY OF
MOUNT DORA, FLORIDA
NORTHEAST CRA BOARD
MINUTES

August 2, 2022

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called the Northeast CRA Governing Board to order at 8:04 PM in the Mount Dora Council Chambers.

ROLL CALL

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

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

PUBLIC COMMENTS

No one spoke.

CONSENT AGENDA

ACTION ITEMS

1. Request for the Northeast Community Redevelopment Governing Board to approve the Agreement with Borrelli + Partners, Inc., for Design and Engineering services for the Community Resource and Recreation Center and authorization for the Mayor to execute the Agreement on behalf of the Northeast CRA

   Adam Sumner, Deputy Planning and Zoning Director, mentioned the governing board also has to approve this item but the agreement is the same. The governing board just has to give the mayor authorization to sign the agreement.

   Mayor Stile opened public comment.

   Christine Harris, 402 Jackson, spoke about the agreement.

   Mayor Stile closed public comment.

   MOTION BY VICE-CHAIRPERSON CRAIL TO APPROVE THE REQUEST FOR THE NORTHEAST COMMUNITY REDEVELOPMENT GOVERNING BOARD TO

DRAFT

APPROVE THE AGREEMENT WITH BORRELLI + PARTNERS, INC., FOR DESIGN AND ENGINEERING SERVICES FOR THE COMMUNITY RESOURCE AND RECREATION CENTER AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE NORTHEAST CRA; BOARD MEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Vice-Chairperson Crail
Board member Walker
Board member Bryant
Board member Cataldo
Board member Rolfson
Board member Guenther
Chairperson Stile

NO None

2. Request approval of Agreement with Habitat for Humanity of Lake-Sumter Florida, Inc., related to the Home Repair Grant Funding Program, and authorization for the Mayor to execute on behalf of the Northeast CRA

Deputy Planning and Zoning Director Sumner provided an overview of the agenda item and mentioned this agreement with Habitat that pertains to the property located at 325 Grant Ave. This grant will allow Habitat to install a new roof and windows and make the necessary life safety improvements to the home. This agreement will authorize Habitat to move forward with the repairs to the homes that meet the requirements of the Northeast CRA Grant and the Habitat Repair Program.

Mayor Stile opened public comment.

Christine King, 402 Jackson, spoke about the agreement with Habitat.

Mayor Stile closed public comment.

MOTION BY BOARD MEMBER ROLFSON TO APPROVE THE AGREEMENT WITH HABITAT FOR HUMANITY OF LAKE-SUMTER FLORIDA, INC., RELATED TO THE HOME REPAIR GRANT FUNDING PROGRAM, AND AUTHORIZATION FOR THE MAYOR TO EXECUTE ON BEHALF OF THE NORTHEAST CRA; BOARD MEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Board member Rolfson
Board member Guenther
Board member Walker
Board member Bryant
Board member Cataldo

DRAFT

Vice-Chairperson Crail
Chairperson Stile

NO None

DISCUSSION ITEMS

OTHER BUSINESS

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 8:10 PM.

_____
CRISSY STILE, CHAIRPERSON
City of Mount Dora

_____
JESSICA BURNHAM
City Clerk

DRAFT

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

DATE: **August 16, 2022**

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

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

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

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2022-40.

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 City Council, at their regularly scheduled meeting held on August 2, 2022, recommended approval of the First Reading of Ordinance No. 2022-40 and held a hearing for the Second Reading and Final adoption.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting scheduled for 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 Final Reading of Ordinance No. 2022-40, Change in Zoning - Lake County Water Authority (Greenbelt Zoning).

Attachment(s):
1. Attachment 1 PZC Memo Dated July 20, 2022 (ADA)
2. Attachment 2 Legal Ad Publications 2nd Reading(ADA)
3. Ordinance 2022-40 Rezoning Lk Co Water Authority (2nd Reading).SGS
4. Exhibit A Property Depiction Map

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	Sherry Sutphen, City Attorney	Approved - 8/9/2022
	Jessica Burnham, City Clerk	Approved - 8/9/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/9/2022
	Patrick Comiskey, City Manager	Final Approval - 8/10/2022

CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
E-mail: plandev@cityofmountdora.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

VICINITY MAP

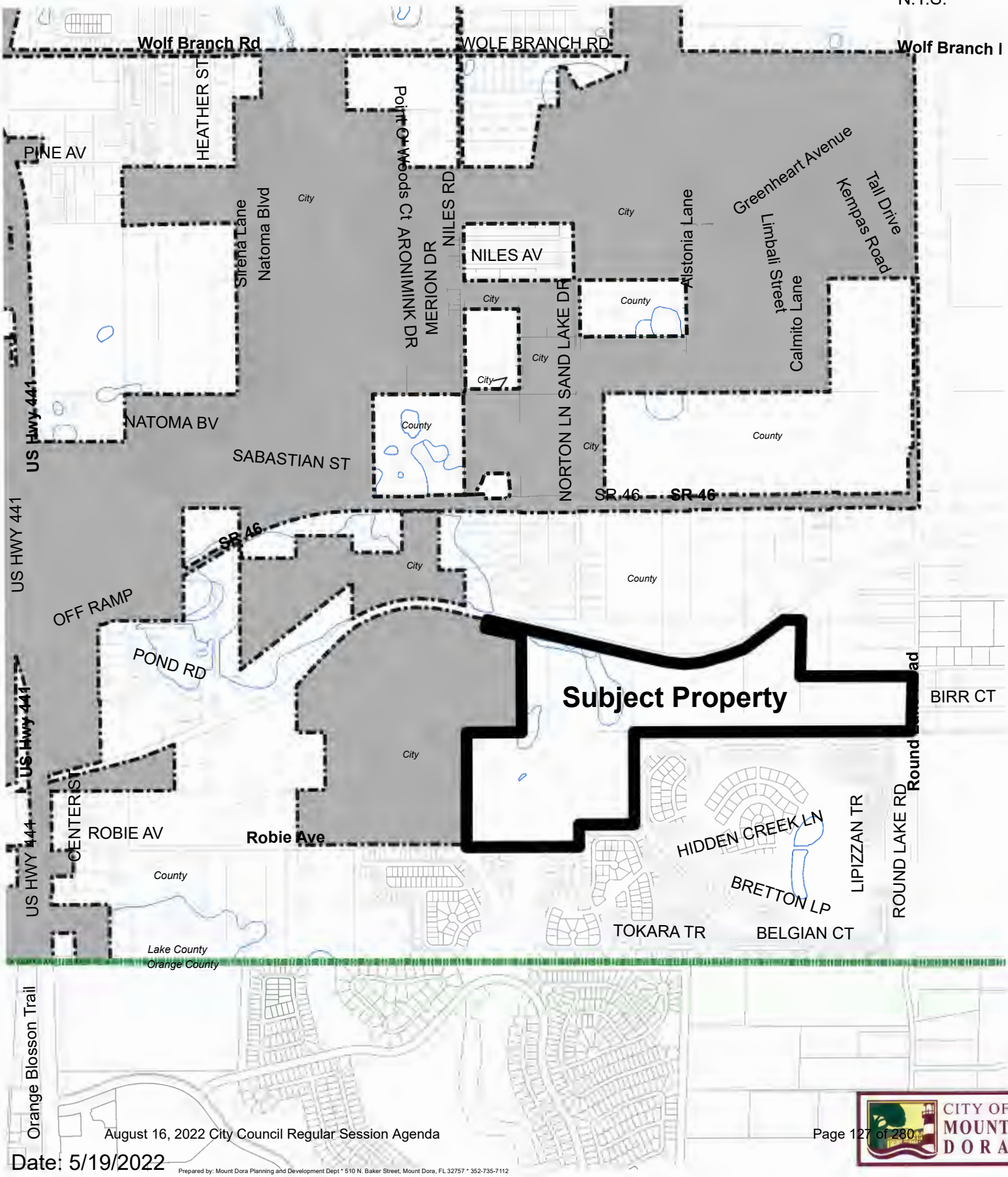
Legend

City Limits

JPA

N

N.T.S.



Date: 5/19/2022

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

CITY OF MOUNT DORA

ATTACHMENT #1

Lake County Water Authority
Zoning City/County Composite Map

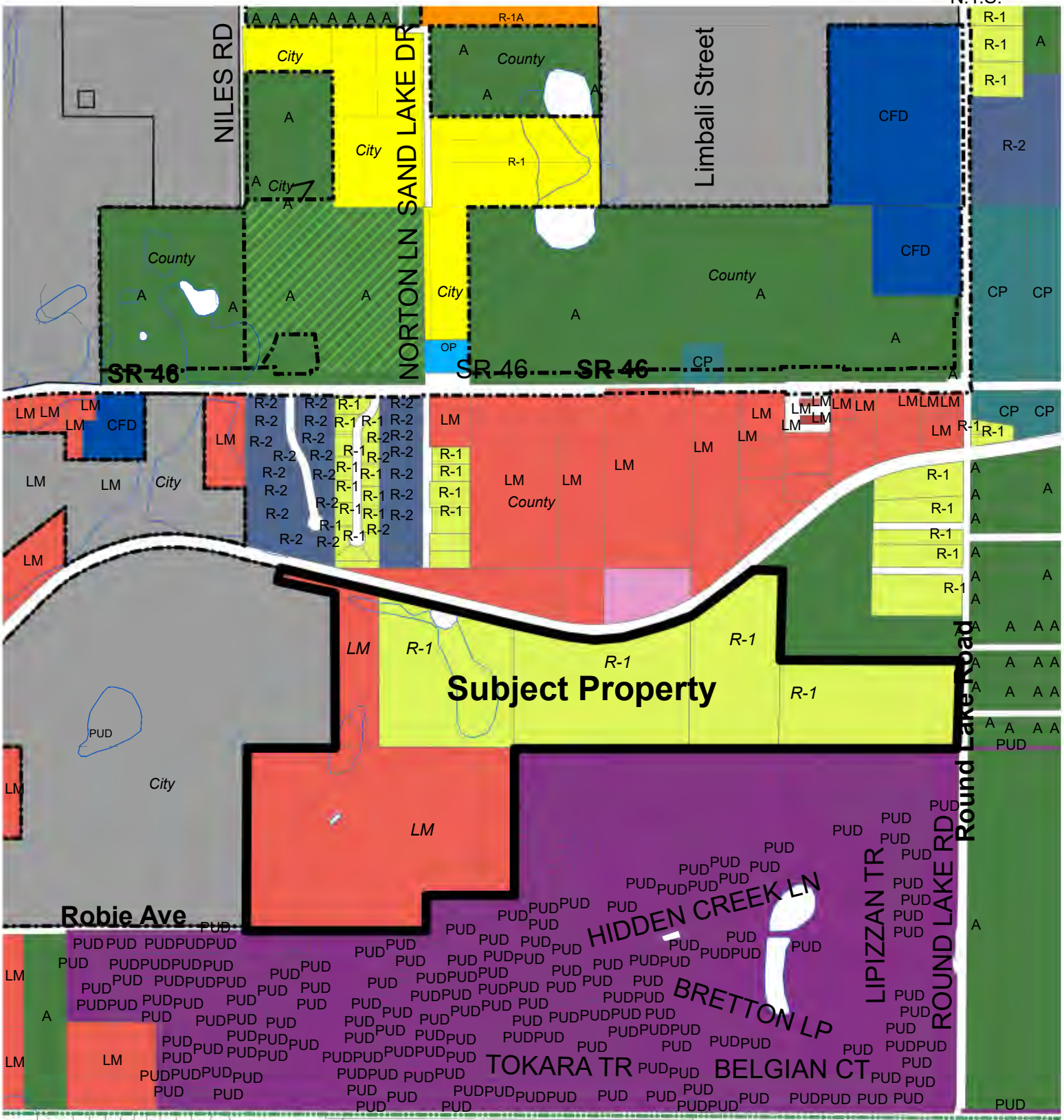
From: County Light Manufacturing (LM) and R-1
To: City Greenbelt (GB)

Legend

JPA
City Limits
Subject Property

N

N.T.S.



Date: 4/27/2022

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

CITY OF MOUNT DORA

Lake County Water Authority
Future Land Use
City/County Composite
Map

N

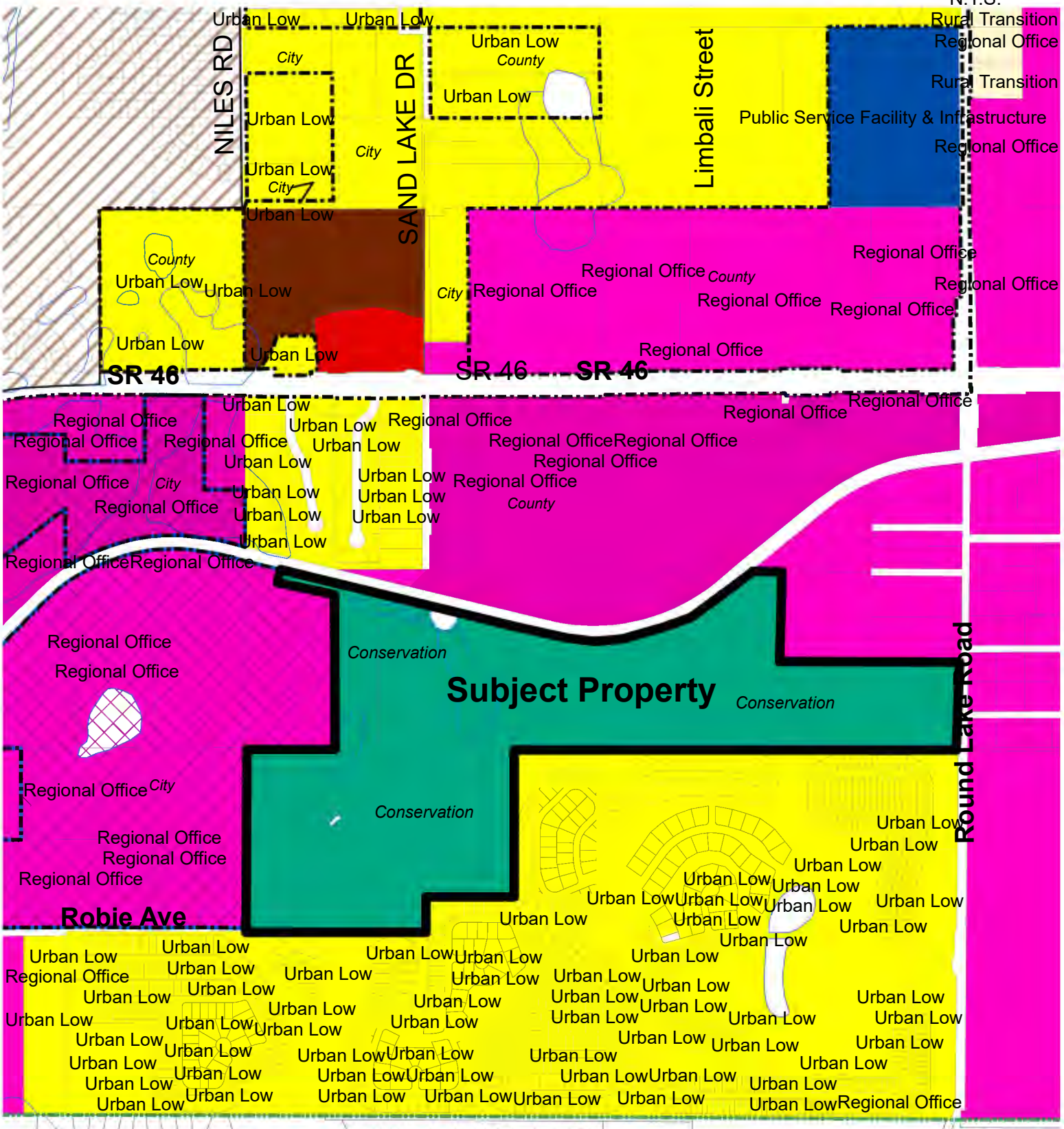
N.T.S.

Legend

JPA

City Limits

Subject Property



Date: 4/27/2022

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

CITY OF MOUNT DORA

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@cityofmountdora.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.

WHITNEY LINN SCOTT
MY COMMISSION # GG 307501
EXPIRES: March 4, 2023
Bonded Thru Notary Public Underwriters

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	20.02
	153.79

VICINITY MAP

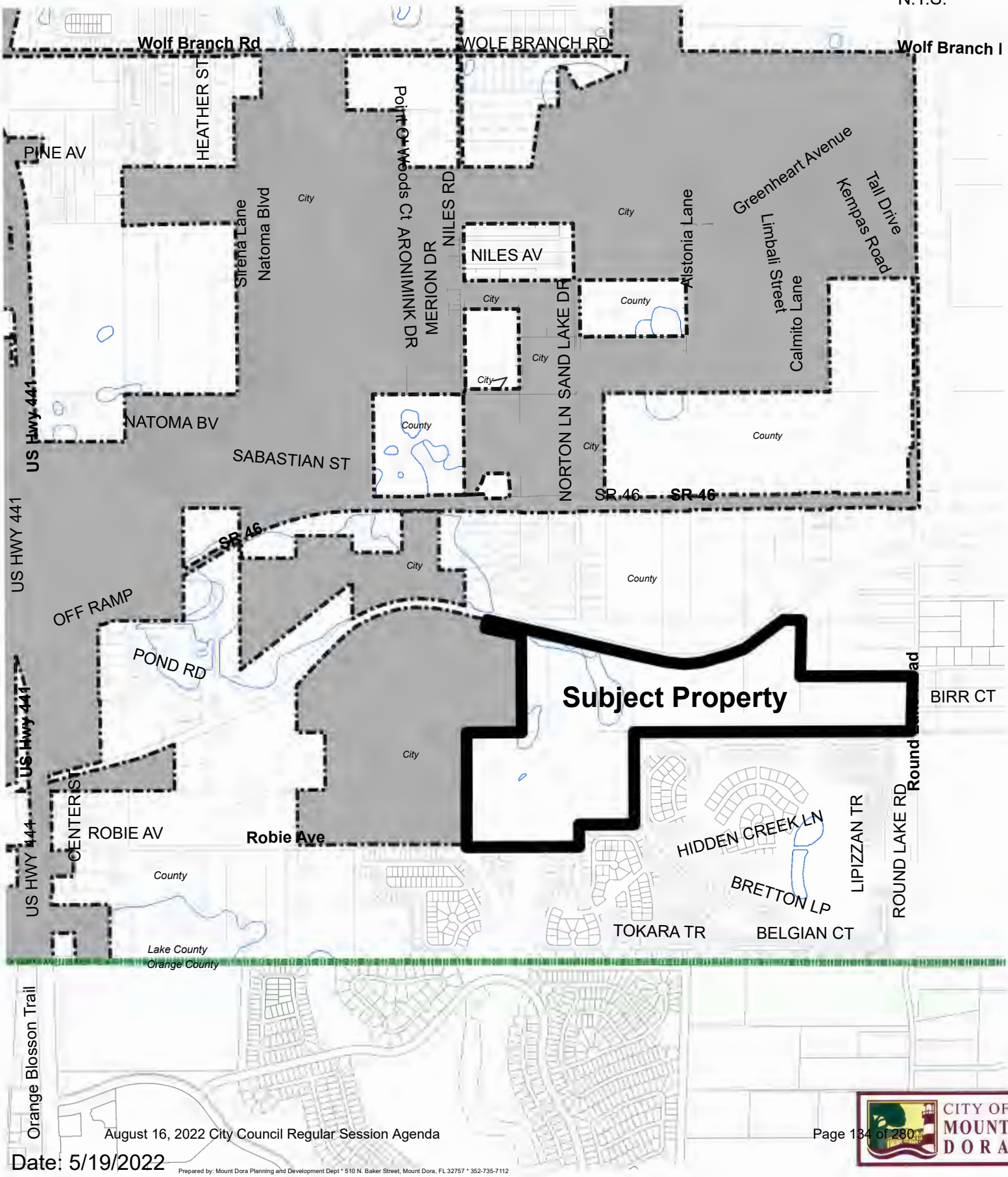
Legend

City Limits

JPA

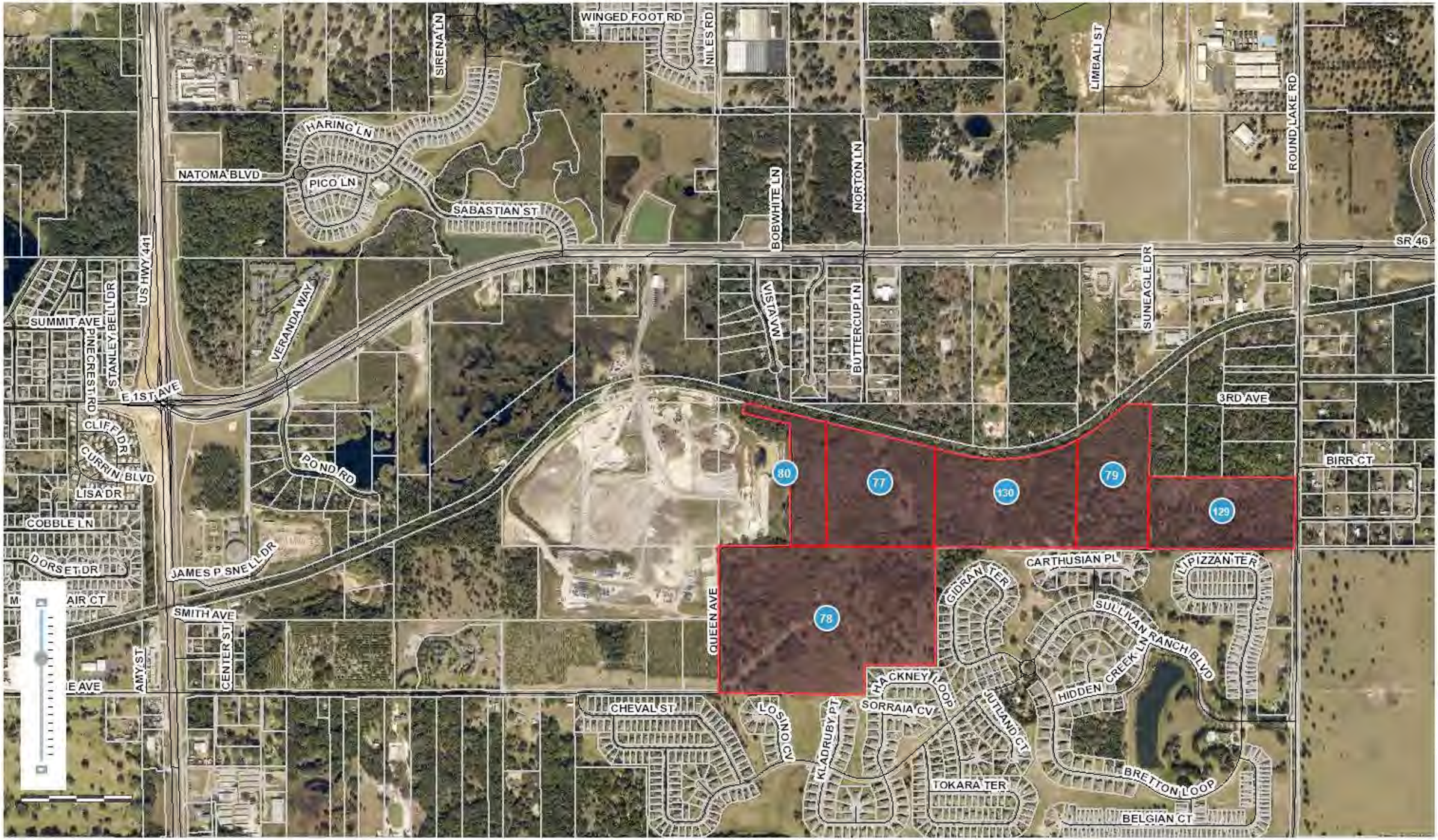
N

N.T.S.



Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

CITY OF MOUNT DORA

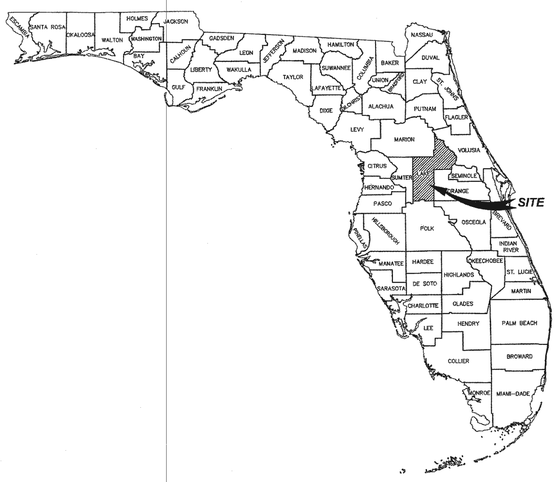


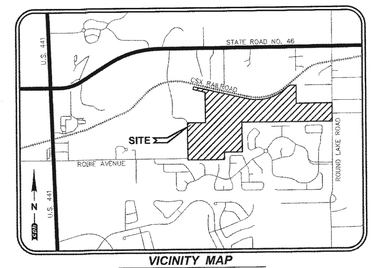
Lake County Water Authority Property for Wolf Branch Sink Preserve

Key Map of Tracts Owned by Lake County Water Authority

NOT A BOUNDARY SURVEY

SKETCH AND DESCRIPTION
FOR THE
CITY OF MOUNT DORA
LYING IN
SECTION 34-TOWNSHIP 19 SOUTH-RANGE 27 EAST
LAKE COUNTY, FLORIDA





VICINITY MAP
NOT TO SCALE

Legal Description:

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. ALONG SAID NORTH LINE AND ALSO ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 34, A DISTANCE OF 3286.11 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 COAST LINE 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 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S. 13°27'36" W. ALONG SAID EASTERLY LINE, A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID EASTERLY LINE 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.

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

Abbreviation Legend:

(A)	– ACTUAL	MBX	– MAILBOX
A/C	– AIR CONDITIONER	MES	– MITERED END SECTION
ACSM	– AMERICAN CONGRESS ON SURVEYING & MAPPING	MH	– MANHOLE
ADA	– AMERICANS WITH DISABILITIES ACT	MLP	– METAL LIGHT POLE
ALTA	– AMERICAN LAND TITLE ASSOCIATION	MPH	– MILES PER HOUR
APPROX	– APPROXIMATE	MPP	– METAL POWER POLE
ARV	– AIR RELEASE VALVE	N/A	– NOT APPLICABLE
AVE	– AVENUE	NAVD	– NORTH AMERICAN VERTICAL DATUM
AVG	– AVERAGE	NAD	– NORTH AMERICAN DATUM
(BB)	– BEARING BASIS	NG	– NATURAL GROUND
BFP	– BACK FLOW PREVENTER	NGS	– NATIONAL GEODETIC SURVEY
BLK	– BLOCK	NGVD	– NATIONAL GEODETIC VERTICAL DATUM
BLDG	– BUILDING	N & D	– NAIL AND DISK
BLVD	– BOULEVARD	NO.	– NUMBER
BM	– BENCH MARK	NR	– NON-RADIAL
BOC	– BACK OF CURB	NSPS	– NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
BOW	– BACK OF WALK	NT	– NON-TANGENT
BSL	– BUILDING SETBACK LINE	NTS	– NOT TO SCALE
BWF	– BARBED WIRE FENCE	OD	– OUTSIDE DIAMETER
C-X	– DENOTES SHEET NUMBERING FOR ENGINEERING PLANS	ORB	– OFFICIAL RECORDS BOOK
(C)	– CALCULATED	OR	– OFFICIAL RECORDS
C	– CHORD	OUL	– OVERHEAD UTILITY LINES
CATV	– CABLE TELEVISION RISER	OTL	– OVERHEAD TRAFFIC LINES
CB	– CHORD BEARING	(P)	– PLAT
CBS	– CONCRETE BLOCK STRUCTURE	PB	– PLAT BOOK
C.C.R.	– CERTIFIED CORNER RECORD	PC	– POINT OF CURVATURE
C&G	– CURB & GUTTER	PCC	– POINT OF COMPOUND CURVATURE
CI	– CATCH INLET	PCP	– PERMANENT CONTROL POINT
C/L	– CENTERLINE	PFF	– PROPOSED FINISHED FLOOR
CLF	– CHAIN LINK FENCE	PG	– PAGE
CM	– CONCRETE MONUMENT	PGS	– PAGES
CMP	– CORRUGATED METAL PIPE	PI	– POINT OF INTERSECTION
CO	– CLEANOUT	PIV	– POST INDICATOR VALVE
CONC	– CONCRETE	PK	– PARKER KAYLON
COR	– CORNER	POB	– POINT OF BEGINNING
CRPP	– CORRUGATED PLASTIC PIPE	POC	– POINT OF COMMENCEMENT
CUE	– COUNTY UTILITY EASEMENT	POL	– POINT ON LINE
CVS	– CAN'T VERIFY SIZE	PP	– POWER POLE
CVS&T	– CAN'T VERIFY SIZE & TYPE	PRC	– POINT OF REVERSE CURVATURE
CWS	– CROSSWALK SIGNAL	PRM	– PERMANENT REFERENCE MONUMENT
Δ	– DELTA	PSM	– PROFESSIONAL SURVEYOR & MAPPER
(D)	– DESCRIPTION	PT	– POINT OF TANGENCY
DB	– DEED BOOK	PVC	– POLYVINYL CHLORIDE PIPE
DBH	– DIAMETER AT BREAST HEIGHT IN INCHES	PVMT	– PAVEMENT
DE	– DRAINAGE EASEMENT	R27E	– RANGE 27 EAST
DEPT	– DEPARTMENT	R	– RADIUS
DIP	– DUCTILE IRON PIPE	RAD	– RADIAL
DR	– DRIVE	RCP	– REINFORCED CONCRETE PIPE
D/U	– DRAINAGE AND UTILITY EASEMENT	REC	– RECOVERED
(E)	– ENGINEERING PLAN	REV	– REVISION
E.J.B	– ELECTRIC JUNCTION BOX	RP	– RADIUS POINT
EL	– UNDERGROUND ELECTRICAL LINES	R/W	– RIGHT-OF-WAY
ELEC	– ELECTRIC	RLS	– REGISTERED LAND SURVEYOR
ELEV	– ELEVATION	RP	– RADIUS POINT
ELLIP	– ELLIPTICAL	RWL	– UNDERGROUND RECLAIM WATER LINE
EOI	– END OF INFORMATION	RWM	– RECLAIMED WATER METER
EOP	– EDGE OF PAVEMENT	SE	– SPECIAL EASEMENT
FB	– FIELD BOOK	SEC 34	– SECTION 34
FDC	– FIRE DEPARTMENT CONNECTION	SMH	– SANITARY SEWER MANHOLE
FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION	(SP)	– STATE PLANE
FF	– FINISH FLOOR	SQ	– SQUARE
FGI	– FLAT GRATE INLET	SQ FT	– SQUARE FEET
FGLP	– FIBERGLASS LIGHT POLE	ST	– STREET
FHYD	– FIRE HYDRANT	STMH	– STORM DRAINAGE MANHOLE
FM	– FORCE MAIN	S/W	– SIDEWALK
FND	– FOUND	TB	– TANGENT BEARING
FP&L	– FLORIDA POWER AND LIGHT	T19S	– TOWNSHIP 19 SOUTH
FS	– FLORIDA STATUTES	TELE	– TELEPHONE
(G)	– GRID (STATE PLANE)	TL	– OVERHEAD TRAFFIC SIGNAL LINES
GL	– UNDERGROUND GAS LINES	TOB	– TOP OF BANK
GOV'T	– GOVERNMENT	TOE	– TOE OF SLOPE
GPR	– GROUND PENETRATING RADAR	TR	– TELEPHONE RISER
GTMH	– GREASE TRAP MANHOLE	TRANS	– TRANSFORMER
HDPE	– HIGH DENSITY POLYETHYLENE PIPE	TSB	– TRAFFIC SIGNAL BOX
HWF	– HOG WIRE FENCE	TSSP	– TRAFFIC SIGNAL SUPPORT POLE
ID	– IDENTIFICATION	TVL	– UNDERGROUND CABLE TV LINES
ICV	– IRRIGATION CONTROL VALVE	(TYP)	– TYPICAL
INFO	– INFORMATION	UE	– UTILITY EASEMENT
INV	– INVERT	UNK	– UNKNOWN
IP	– IRON PIPE	UTL	– UNDERGROUND TELEPHONE LINES
IP&C	– IRON PIPE & CAP	W/	– WITH
IR	– IRON ROD	WIF	– WROUGHT IRON FENCE
IR&C	– IRON REBAR & CAP	WL	– UNDERGROUND WATER LINE
IRR	– IRRIGATION	WLP	– WOOD LIGHT POLE
L	– ARC LENGTH	WM	– WATER METER
LB#	– LICENSED BUSINESS NUMBER	WP	– WORK PROGRAM
LP	– LIGHT POLE	WPF	– WOOD POST FENCE
(M)	– MEASURED	WPP	– WOOD POWER POLE
MB	– MAP BOOK	WV	– WATER VALVE

Line Legend:
NOT TO SCALE

= 1 FOOT CONTOURS
= 5 FOOT CONTOURS
= ADJOINER PROPERTY LINES
= BARBED WIRE FENCE
= BROKEN LINE
= BURIED CABLE
= BURIED CABLE TELEVISION
= BURIED ELECTRIC
= BURIED FIBER OPTICS
= BURIED GAS
= BURIED RECLAIMED WATER LINE
= BURIED SANITARY LINES
= BURIED SANITARY SEWER FORCE MAIN LINE
= BURIED TRAFFIC CONTROL
= BURIED TELEPHONE LINE
= BURIED WATER LINES
= CENTER LINE R/W
= CHAIN LINK FENCE
= EASEMENT LINES (EXISTING)
= EASEMENT LINES (PROPOSED)
= EDGE OF WATER LINES
= EXISTING DRAINAGE PIPES
= EXISTING DRAINAGE PIPES (TERMINUS & ANGLE UNKNOWN)
= FIRE WATER MAIN LINES
= HOT WATER SUPPLY LINES
= IRRIGATION LINES
= OVERHEAD TRAFFIC LINES
= OVERHEAD UTILITY LINES
= RAILROAD TRACKS
= RIGHT-OF-WAY LINES
= SECTION LINES
= STONE WALL LINES
= TOP OF BANK LINES
= TOE OF SLOPE LINES
= TREE LINES
= TRAVERSE LINES
= UNKNOWN BURIED LINES
= VINYL FENCE
= WOOD FENCE
= WETLAND LINE
= ORANGE PAINT LINE
= GREEN PAINT LINE
= RED PAINT LINE
= WHITE PAINT LINE
= PURPLE PAINT LINE
= BLUE PAINT LINE
= YELLOW PAINT LINE

Symbol Legend:
NOT TO SCALE

– AIR RELEASE VALVE
– BORING HOLE LOCATION
– BRICK PAVERS
– CABLE TV RISER
– CENTRAL ANGLE
– CLEAN OUT
– COMMUNICATION MANHOLE
– CONCRETE
– CONCRETE LIGHT POLE
– CONCRETE LIGHT POLE (DUAL)
– CONCRETE LIGHT POLE (TRIPLE)
– CONCRETE LIGHT POLE (QUAD)
– CONCRETE MITERED END SECTION
– CONCRETE PAVERS
– CONCRETE RIP RAP
– CONCRETE UTILITY POLE
– COUNTY ROAD SYMBOL
– CROSSWALK SIGNAL POLE
– DETECTABLE WARNING AREA
– DUAL SUPPORT SIGN
– ELECTRICAL MANHOLE
– ELECTRIC METER
– ELECTRICAL JUNCTION BOX
– ELECTRIC OUTLET
– ELECTRIC RISER
– FIBER OPTIC MARKER
– FIRE DEPARTMENT CONNECTION
– FIRE HYDRANT
– FLOOD LIGHT
– FOUND CONCRETE MONUMENT (AS NOTED)
– FOUND IRON PIPE (AS NOTED)
– FOUND IRON REBAR (AS NOTED)
– FOUND/SET NAIL (AS NOTED)
– GARBAGE CAN
– GAS MARKER
– GAS VALVE
– GOPHER TORTOISE HOLE
– GRATE INLET
– GRAVEL/DIRT
– GREASE TRAP MANHOLE
– GROUND LIGHT
– GUY ANCHOR
– HANDICAP PARKING SPACE
– INTERSTATE SYMBOL
– IRRIGATION CONTROL VALVE
– LIGHT POLE
– LIGHT POLE (DUAL)
– LIGHT POLE (TRIPLE)
– LIGHT POLE (QUAD)
– MAILBOX
– MONITOR WELLS
– NAIL & DISC (AS NOTED)
– PARKING SPACES (2)
– POST INDICATOR VALVE
– PULL BOX (AS NOTED)
– REVISION NUMBER (3)
– RECLAIMED WATER MARKER
– RECLAIMED WATER METER
– RECLAIMED WATER RISER
– RECLAIMED WATER VALVE
– ROOF DRAIN
– SANITARY SEWER MANHOLE
– SANITARY SEWER MARKER
– SANITARY SEWER VALVE
– TITLE OR REPORT ITEM NUMBER
– SECTION CORNER
– 4" X 4" CM LB #7143
– 5/8" IR&C LB #7143
– SIGN
– SITE BENCH MARK
– STORM SEWER MANHOLE
– STRIPING (DIRECTIONAL)
– TELEPHONE CABLE RISER
– TELEPHONE MANHOLE
– TELEPHONE LINE MARKER
– TELEPHONE JUNCTION BOX
– TEST HOLE
– TRAFFIC SIGNAL BOX
– TRAFFIC SIGNAL SUPPORT POLE
– UNKNOWN MANHOLE
– UNKNOWN UTILITY MARKER
– UNKNOWN RISER
– UNKNOWN VALVE
– UTILITY FLAG (AS NOTED)
– VENT (AS NOTED)
– WATER METER
– WATER RISER
– WATER SERVICE
– WATER SPIGOT
– WATER SPRINKLER
– WATER VALVE
– WELL
– WETLAND FLAG
– WOOD UTILITY POLE
– WATER LINE MARKER
– WIRE HEIGHTS (SEE CHART)

Sign Legend:
NOT TO SCALE

(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)
(NLI) – NO LITTERING SIGN
(NO) – NO OUTLET SIGN
(FL) – NO PARKING FIRE LANE SIGN
(NOR) – 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

Survey Notes:

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 FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

Index of Sheets

1	COVER SHEET
2	SKETCH AND DESCRIPTION

Surveyor's Certification:

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 the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

RANDALL L. ROBERTS LICENSE NUMBER LS3144 STATE OF FLORIDA Professional Surveyor and Mapper

For the Firm By:
Randall L. Roberts, RLS
Professional Surveyor and Mapper
Florida Registration No. 3144

TITLE BLOCK ABBREVIATIONS
Eng. = ENGINEERING L.B. = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION Arch.= ARCHITECTURAL
Landscp. = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED
No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT

cph
www.cphcorp.com
A Full Service A & E Firm
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
Plans Prepared By:
CPH, Inc.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000208

CELEBRATING 40 +YEARS

No.	Date	Revision	By

Field Crew: N/A
Drawn By: J. Bach
Checked By: P. Katrek
Approved By: R. Roberts
Job No.: M7000.01
Date: 6/1/2022 © 2022

SKETCH AND DESCRIPTION

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

NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

Sheet No. 1

J:\M7000.01\Survey\city Limits\M7000.01_CITY LIMITS.dwg, 6/1/2022 3:06:48 PM, Bach, John

NOT A BOUNDARY SURVEY

NORTHWEST CORNER OF SECTION 34, T19S, R27E
N:1624266.09
E:461000.52

NORTH 1/2 CORNER OF SECTION 34, T19S, R27E
N:1624269.99
E:463636.40

NORTHEAST CORNER OF SECTION 34, T19S, R27E
N:1624288.45
E:466312.52

STATE ROAD NO. 46

STATE ROAD NO. 46

NW 1/4 OF THE NW 1/4 | NE 1/4 OF THE NW 1/4 | NW 1/4 OF THE NE 1/4 | NE 1/4 OF THE NE 1/4

CSX RAILROAD
FORMERLY KNOWN AS:
ATLANTIC COAST LINE RAILROAD

S 13°27'36" W
100.00'

EASTERLY LINE OF LANDS DESCRIBED IN ORB 4986, PG 1125

S 76°32'24" E
445.65'

N 76°32'24" W 1996.45'

Δ = 52°39'00"
R = 1591.00'
C = 1411.09'
L = 1461.99'
CB = S 77°08'06" W

SOUTHERLY RIGHT-OF-WAY LINE OF CSX RAILROAD

S 50°48'36" W
228.16'

S 89°59'14" W
225.29'

CENTERLINE OF THIRD AVENUE SUNSET HILLS PB 6, PG 112

N 00°14'36" E 663.06'

EAST LOT 4 BLOCK "D" SUNSET HILLS PB 6, PG 112

CENTERLINE OF FIFTH AVENUE SUNSET HILLS PB 6, PG 112

N 89°49'13" W 1303.95'

SUNSET HILLS PB 6, PG 112

CENTERLINE OF ORLANDO AVENUE OF BLOCK "F", SUNSET HILLS, PB 6, PG 112

PARCEL: 33-19-27-0001-000-01300
OVERALL DESCRIPTION
ORB 4986, PG 1125

S 00°00'12" E 1109.78'

PARCEL: 34-19-27-0100-00F-00101
ORB 1220, PG 1905

PARCEL: 33-19-27-0100-00E-00300
ORB 1156, PG 1254

SW 1/4 OF THE NW 1/4 | SE 1/4 OF THE NW 1/4 | SW 1/4 OF THE NE 1/4 | SE 1/4 OF THE NE 1/4

CONTAINING 6,742,333 SQ FT
or 154.78 ACRES +/-

WESTERLY RIGHT-OF-WAY LINE OF ROUND LAKE ROAD PER ORB 809, PG 2075

N 00°30'09" E 667.34'

ROUND LAKE ROAD
PER ORB 809, PG 2075

WEST 1/4 CORNER OF SECTION 34, T19S, R27E
N:1621633.06
E:460996.75

662' (P)
N 89°37'37" W 659.88'

NE CORNER OF BLOCK "H" SUNSET HILLS PB 6, PG 112

SOUTH LINE OF BLOCK "I", SUNSET HILLS, PB 6, PG 112
ALSO BEING THE SOUTH LINE OF THE NW 1/4 OF SEC 34, T19S, R27E

CENTER OF SECTION 34, T19S, R27E
N:1621835.89
E:463637.29

(BEARING BASIS)
S 89°37'37" E 3286.11'

659.24'
NORTH LINE OF THE SW 1/4 OF SEC 34, T19S, R27E

2626.87'
NORTH LINE OF THE SE 1/4 OF SEC 34, T19S, R27E

N 89°37'37" W 25.00'

EAST 1/4 CORNER OF SECTION 34, T19S, R27E
N:1621618.60
E:466289.09

S 00°02'35" E 673.13'

EAST LINE OF BLOCK "H" SUNSET HILLS PB 6, PG 112

SE CORNER OF BLOCK "H" SUNSET HILLS PB 6, PG 112

N 00°01'52" W 1076.38'

NW 1/4 OF THE SW 1/4 | NE 1/4 OF THE SW 1/4 | NW 1/4 OF THE SE 1/4 | NE 1/4 OF THE SE 1/4

PARCEL: 33-19-27-0004-000-01400
EAST 1/2 OF THE SE 1/4 OF THE NE 1/4
OF THE SE 1/4 OF SEC 33, T19S, R27E
ORB 5139, PG 1422

S 00°06'31" E 675.15'

WEST LINE OF THE E 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SEC 34, T19S, R27E

SULLIVAN RANCH
PLAT BOOK 58, PAGES 46-76

S 89°40'54" E 650.01'

N 00°01'11" W
270.00'

S 89°40'54" E 1327.23'

POB
SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SEC 34, T19S, R27E

NORTH LINE OF THE S 1/2 OF THE SW 1/4 OF SEC 34, T19S, R27E

200 0 200 400
Scale: 1" = 200'

N

TITLE BLOCK ABBREVIATIONS
Eng. = ENGINEERING L.B. = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION Arch.= ARCHITECTURAL
Landscp. = LANDSCAPE N/A =NOT APPLICABLE Lic. = LICENSED
No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT

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

No.	Revision	Date	By

Field Crew: N/A
Drawn By: J. Bach
Checked By: P. Katrek
Approved By: R. Roberts
Job No.: M7000.01
Date: 6/1/2022 © 2022

SKETCH AND DESCRIPTION

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

NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

Sheet No.
2

J:\M7000.01\Survey\city Limits\M7000.01_CITY LIMITS.dwg, 6/1/2022 3:06:50 PM, Bach, John

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.

CHAPTER 2000-492

House Bill No. 1925

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

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

QUIT-CLAIM DEED — GAMCO FORM #

Return to (enclose self-addressed stamped envelope)

Name: 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):

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REC 7.00 RECEIVED FOR
TF 1.50 EXCISE TAXES
DOC .60 JAMES C. WATKINS
INT .00 CLERK LAKE CO FL
BY D.C. 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 individually
first party, to
OKLAWAHA BASIN RECREATION AND WATER CONSERVATION AND CONTROL AUTHORITY,
whose post office address is
107 North Lake Avenue, Tavares, Florida 32778
second party:

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

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

See Attached Schedule "A"

Mar 26 10 41 AM '92

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

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

Signed, sealed and delivered in the presence of:

Janis R. Ellis
Witness Signature (as to first Grantor)
Janis R. Ellis
Printed Name
Sheila J. Mathews
Witness Signature (as to first Grantor)
Sheila J. Mathews
Printed Name

Janis R. Ellis
Witness Signature (as to second Grantor, if any)
Janis R. Ellis
Printed Name
Sheila J. Mathews
Witness Signature (as to second Grantor, if any)
Sheila J. Mathews
Printed Name

Henry Edgar Knoechel
Henry E Knoechel L.S.
Grantor Signature
HENRY EDGAR KNOECHEL
Printed Name
256 Wood Lake Drive, Maitland, FL 32751
Post Office Address

Joanne Louise Knoechel L.S.
Grantor Signature
JOANNE LOUISE KNOECHEL
Printed Name
256 Wood Lake Drive, Maitland, FL 32751
Post Office Address

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 Driver's FL License as ID to me known to be the person s described in and who executed the foregoing Quit-Claim Deed and they acknowledged before me that they executed the same.
and did not take an oath

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

Sheila J. Mathews
Notary Signature
Sheila J. Mathews
Printed Notary Signature

SEAL

AA 692082

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.

92 33967

BOOK 1171 PAGE 1358

REC 13.00
TF 2.00

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR LAKE COUNTY, FLORIDA

OKLAWAHA BASIN RECREATION AND WATER CONSERVATION AND CONTROL AUTHORITY

Plaintiff,

v.

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

Defendants.
_____/

CASE NO. 92-1361-CA01

JUN 10 11 35 AM '92

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

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 Hill

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

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

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

STATE OF FLORIDA, COUNTY OF LAKE
I CERTIFY, that the above and foregoing is a true copy of the original filed in this
JAMES C. WATKINS, Clerk
By _____ Deputy
Dated 6/17/92

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.PJ

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

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

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:

Donna D. Richey
Print Name: Donna D. Richey

DeLaine M. Henderson
Print Name: DeLaine M. Henderson

Robert M. Ellis Trustee (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 Bayfron Parkway
Orlando, FL 32806-7337

STATE OF FLORIDA
COUNTY OF LAKE

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 # E420-771-26-094-0 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 Dowie Richey
NOTARY PUBLIC. Name:
My commission expires:

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

Return to: (enclose self-addressed stamped envelope)

Name: Sanford A. Minkoff
Minkoff and McDaniel, P.A.

Address: 226 West Alfred Street
Tavares FL 32778

This Instrument Prepared by:

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

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

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

WARRANTY DEED
(INDIVID. TO INDIVID.

RAMCO FORM 01

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REC 9.00 RECEIVED FOR
TF 1.50 EXCISE TAXES
DOC 3325.9 JAMES C. WATKINS
INT 0 CLERK LAKE CO FL
BY BK D.C.

BOOK 1220 PAGE 1905

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

APR 16 12 31 PM 93

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:

Kimberly A Kluesener
Signature
Kimberly A. Kluesener
Printed Signature
Signature
Sanford A - Minkoff
Printed Signature

Signature
Printed Signature
Signature
Printed Signature

Belva M Codding-Swartzlander L.S.
Signature
BELVA M. CODDING-SWARTZLANDER
Printed Signature
3795 Codding Place, Mt. Dora, FL 32757
Post Office Address

L.S.
Signature
Printed Signature
Post Office Address

STATE OF FLORIDA
COUNTY OF LAKE

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared 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 Licnic and that an oath (was not) taken.

NOTARY RUBBER STAMP SEAL

Witness my hand and official seal in the County and State last aforesaid this 13th day of April A.D. 19 93

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

Kimberly A Kluesener
Notary Signature
Kimberly A. Kluesener
Printed Notary Signature

10 03 91

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.

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

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

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

Robert M. Ellis Trustee (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 Bayfron Parkway
Orlando, FL 32806-7337

STATE OF FLORIDA
COUNTY OF LAKE

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 # E420-771-26-094-0 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 Dowie Richey
MY COMMISSION # CC758059 EXPIRES
September 18, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

NOTARY PUBLIC. Name:
My commission expires:

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

92 E5791

REC 5.00 RECEIVED FOR
TF 1.00 EXCISE TAXES
DOC 1066.80 JAMES C. WATKINS
INT 0 CLERK LAKE CO FL
BY 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. Mathews
Signature
Printed: SHEILA J. MATHEWS

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

FILED
DEC 4 11:39 AM '92

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.

Sheila J. Mathews
Notary Public's Signature
Print Name: SHEILA J. MATHEWS
#AA 692082

My Commission Expires:

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

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

PROPERTY RECORD CARD

General Information

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

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

Land Data

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

Click here for Zoning Info **FEMA Flood Map**

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

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

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2022 WORKING VALUES.
The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

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) *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
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*

	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.

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Property data last updated on March 21, 2022.
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PROPERTY RECORD CARD

General Information

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

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Land Data

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

Click here for Zoning Info **FEMA Flood Map**

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1198 / 2026	12/1992	Warranty Deed	Qualified	Vacant	$152,400.00
1137 / 1698	11/1991	Misc Deed/Document	Unqualified	Vacant	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

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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	$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

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Property data last updated on March 21, 2022.
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PROPERTY RECORD CARD

General Information

Name:	LAKE COUNTY WATER AUTHORITY	**Alternate Key:**	3372379
Mailing Address:	27351 STATE ROAD 19 TAVARES, FL 32778-3119 *Update Mailing Address*	**Parcel Number:**	34-19-27-0100-00E-00300
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	BUTTERCUP LN MOUNT DORA FL, 32757 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	SUNSET HILLS FROM W 1/4 COR OF SEC RUN 89DEG 31MIN 27SEC E ALONG SAID EAST-WEST MID-SEC LINE 989.87 FT FOR POB, CONT N 89DEG 31MIN 27SEC 988.42 FT, N 00DEG 52MIN 48SEC W 905.74 FT TO S'LY R/W LINE OF RR, N 77DEG 23MIN 17SEC W ALONG S'LY R/W LINE OF RR 1016.25 FT TO CENTERLINE OF NASHVILLE AV, S 00DEG 52MIN 14SEC E ALONG SAID CENTER LINE 1135.87 FT TO POB, ALSO DESC AS LOTS 3, 5, 6, BLK E, LOTS 4, 8 BLK F, THAT PART OF VACATED STS, PB 6 PG 112 ORB 1156 PG 1252 ORB 1156 PG 1254		

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

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT COUNTY (8086)	0	0		23.000	Acre	$0.00	$153,180.00

Click here for Zoning Info **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	02/1992	Warranty Deed	Qualified	Vacant	$115,000.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

Values shown below are 2022 WORKING VALUES.
The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

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

	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:**	3448707
Mailing Address:	27351 STATE ROAD 19 TAVARES, FL 32778-3119 *Update Mailing Address*	**Parcel Number:**	34-19-27-0100-00F-00101
		Millage Group and City:	0002 Unincorporated
		2021 Total Certified Millage Rate:	13.7509
		Trash/Recycling/Water/Info:	*My Public Services Map*
Property Location:	QUEEN AVE MOUNT DORA FL, 32757 *Update Property Location*	**Property Name:**	-- *Submit Property Name*
		School Information:	*School Locator & Bus Stop Map* *School Boundary Maps*
Property Description:	SUNSET HILLS THAT PART OF BLK F DESCRIBED AS FOLLOWS: FROM W 1/4 COR OF SEC RUN N 89DEG 31MIN 27SEC E ALONG MID-SEC LINE 659.92 FT TO CENTERLINE OF ORLANDO AV & POB, CONT N 89DEG 31MIN 27SEC E 329.95 FT TO CENTER LINE OF NASHVILLE AV N 00DEG 52MIN 14SEC W 1135.87 FT TO A PT ON S'LY R/W LINE OF A C L RR, N 77DEG 23MIN 17SEC W ALONG S'LY R/W OF A C L RR 760.59 FT, S 12DEG 36MIN 43SEC W 100 FT, S 77DEG 23MIN 17SEC E 445.65 FT TO CENTERLINE OF ORLANDO AV, S 00DEG 51MIN 05SEC E 1109.78 FT TO POB, BEING PART OF LOTS 1 & 2, ALL OF LOTS 3 7 BLK F PB 6 PG 112 ORB 1220 PG 1905		

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Land Data

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

Click here for Zoning Info **FEMA Flood Map**

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1220 / 1905	04/1993	Warranty Deed	Unqualified	Vacant	$47,500.00

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	$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

	Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
	Economic Development Exemption	Learn More View the Law
✓	Government Exemption (amount varies)	Learn More View the Law

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

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Property data last updated on March 21, 2022.
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PROPERTY RECORD CARD

General Information

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

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Land Data

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

Click here for Zoning Info **FEMA Flood Map**

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1777 / 2258	12/1999	Trustees Deed	Unqualified	Vacant	$1.00
1198 / 2024	12/1992	Quit Claim Deed	Unqualified	Vacant	$0.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes

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

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
	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

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Property data last updated on March 21, 2022.
Site Notice

ATTACHMENT #2

NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2022-40
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-40. The final public hearing on the ordinance will be held on Tuesday, August 16, 2022 at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2022-40 is as follows:

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.

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

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

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

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

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: August 5, 2022

ATTACHMENT #2

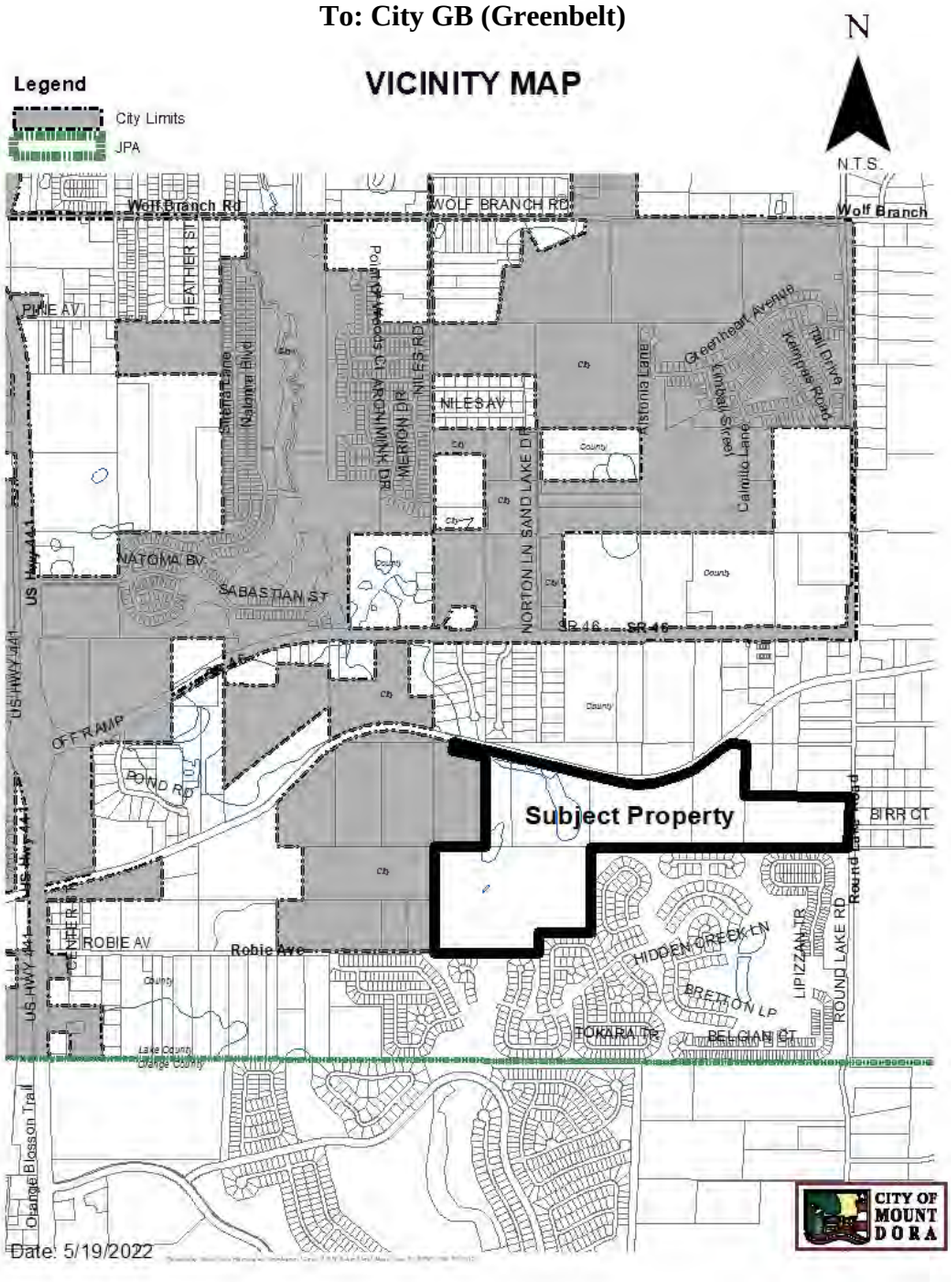
NOTICE OF ZONING CHANGE
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to adopt the following Ordinance No. 2022-40 for the lands within the area shown in the map in this advertisement.

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.

Proposed Change in Zoning
153.79 Acres
From: County LM (Light Industrial) and County R-1
To: City GB (Greenbelt)



A public hearing on the change in zoning will be held on **Tuesday, August 16, 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.

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

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish Date: August 5, 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 ALANTIC 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: **August 2, 2022**

SECOND READING: **August 16, 2022**

PASSED AND ADOPTED this 16th day of August 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"

Lake County Water Authority

Change In Zoning
From: County LM and R-1
To: City GB
153.79+/- Acres

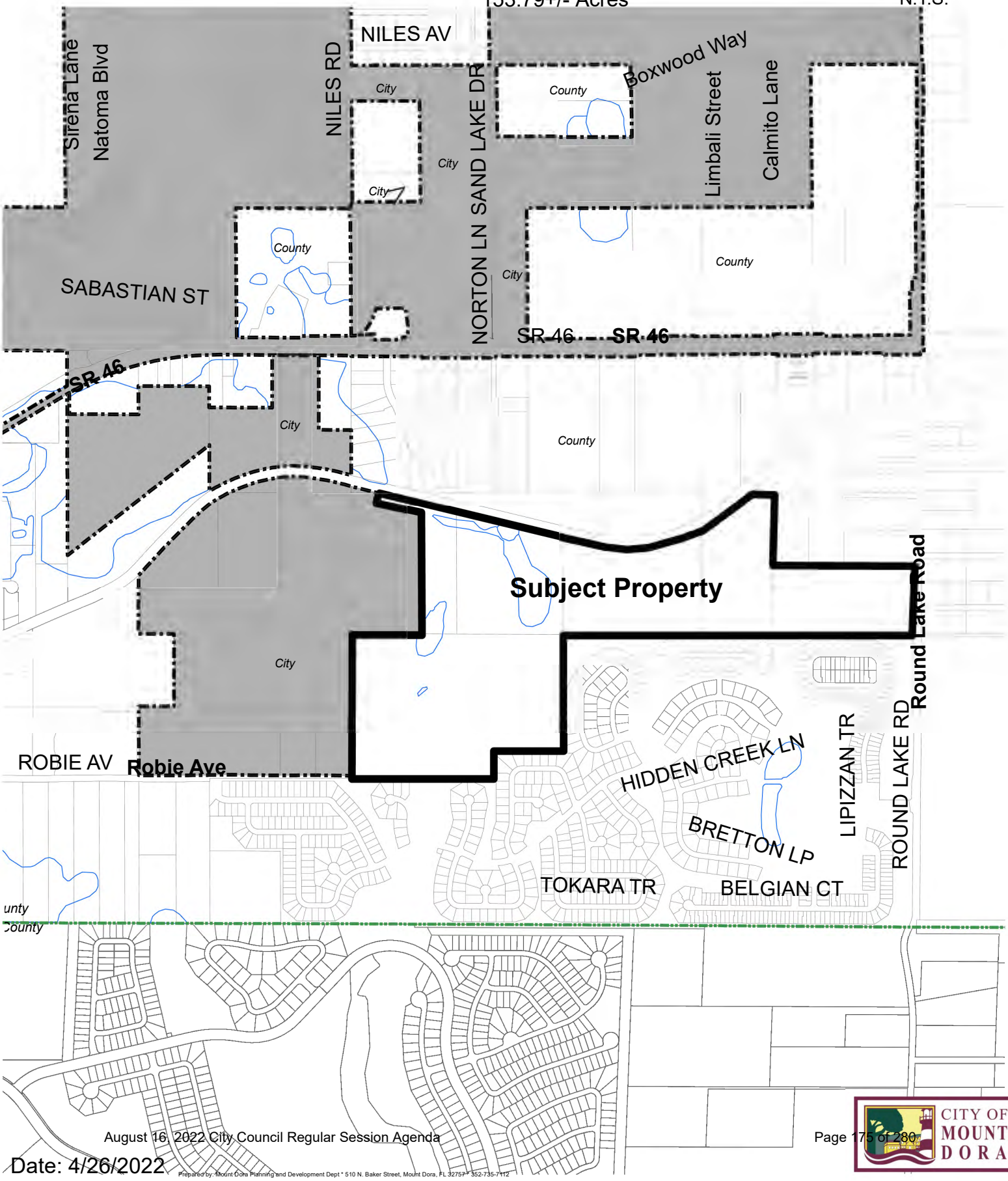
N

N.T.S.

Legend

City Limits

JPA



Date: 4/26/2022

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

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

DATE: **August 16, 2022**

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

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

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

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2022-11.

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

Discussion:

Further annexation descriptions and details are contained in Attachment #1 (*Annexation Summary Report*). Final legal advertisements for the adoption hearing are included in Attachment #2. The applicant has petitioned the City for annexation for several parcels (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 City Council at their regularly scheduled meeting held on August 2, 2022, recommended approval of the First Reading of Ordinance No. 2022-11 and hold hearing for Second Reading and Final adoption.

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

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

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

Recommendation:
City Council approve Final Reading of Ordinance No. 2022-11, Annexation for Mt. Dora Hills, LLC, et al (36.61 Acres).

Attachment(s):
1. Attachment 1 Annexation Summary Report (ADA)
2. Attachment 2 Legal Ad Publications (ADA)
3. Ordinance No 2022-11 Annex Mt Dora Hills-MKMS LLC (2nd Reading).SGS
4. Exhibit A Property Depiction (Map)

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	Sherry Sutphen, City Attorney	Approved - 8/9/2022
	Jessica Burnham, City Clerk	Approved - 8/9/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/9/2022
	Patrick Comiskey, City Manager	Final Approval - 8/10/2022

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@cityofmountdora.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 Owners:	Alt. Key	Acres	Owner
	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.

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

ATTACHMENT #1

Mt Dora Hills, LLC
36.61 +/- Acres

Legend

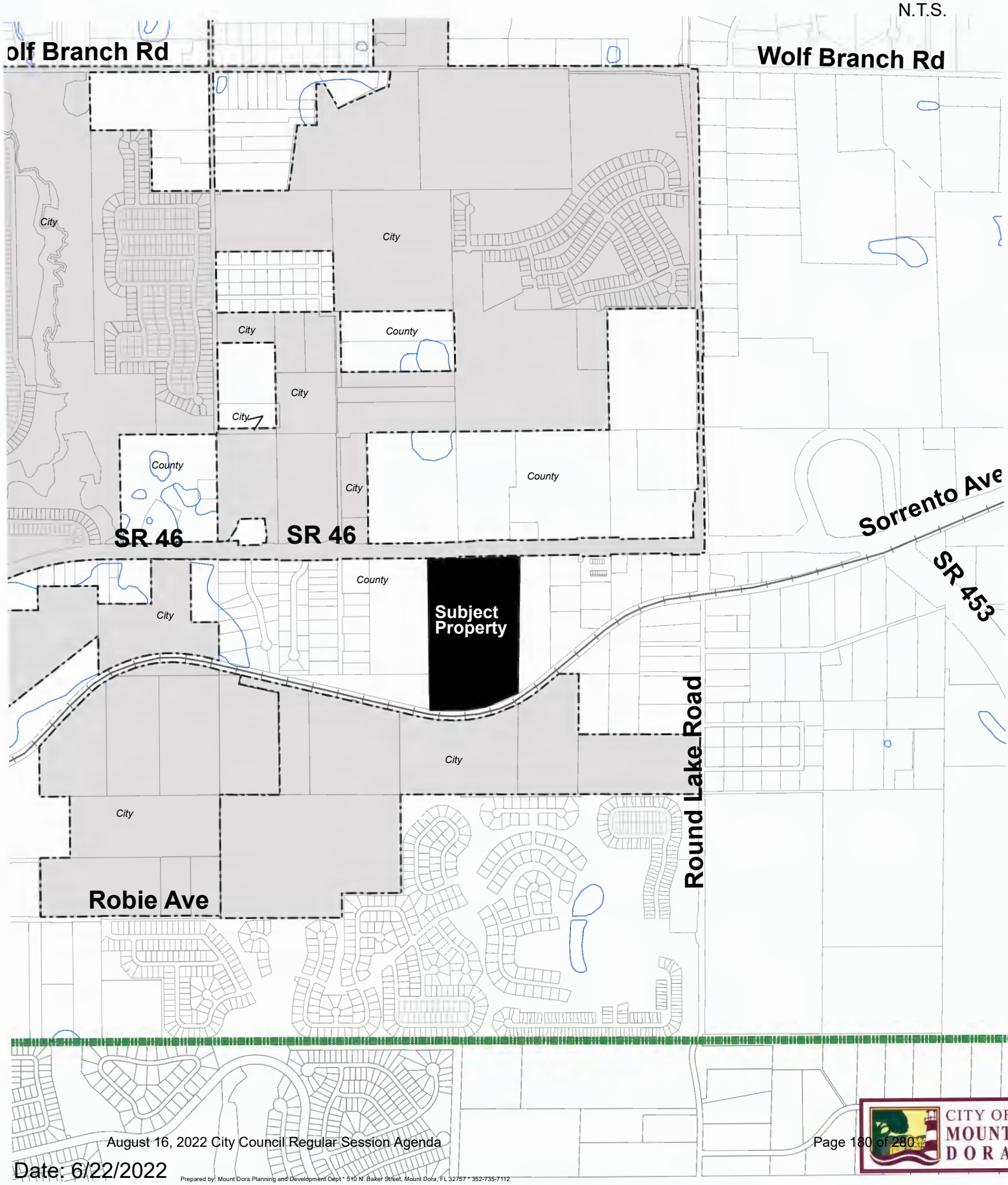
City Limits

JPA

Rail Road

N

N.T.S.



Date: 6/22/2022

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

CITY OF MOUNT DORA

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

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) **Date** 06/23/2022

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

Owner(s) of Record Signature(s) **Date** 06/23/2022

AARON HAKIM
MGR OF MK&AD LAND INVESTMENTS, LLC

AMCO DEVELOPMENT
CONSTRUCTION MANAGEMENT | LAND DEVELOPMENT | COMMERCIAL CONSTRUCTION | GENERAL CONTRACTORS CGC1524101

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 COMPREHESIVE 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 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.

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

AMCO DEVELOPMENT
CONSTRUCTION MANAGEMENT | LAND DEVELOPMENT | COMMERCIAL CONSTRUCTION | GENERAL CONTRACTORS CGC1524101

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 & REDEVLOPMENT 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 _____.

_____
Signature of Notary Public
Notary Public for the State of Florida

(Notary Seal)

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 |

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 & REDEVLOPMENT 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 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 K345-547-49-402-0 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.

EDILBERTO ABREU
Notary Public, State of Florida
Commission # GG 252590
My comm. expires Aug. 28, 2022
(Notary Seal)

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 |

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

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: 15.0425	**Total:** $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	0.0229	$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.

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Property data last updated on March 21, 2022.
Site Notice

INSTRUMENT#: 2020031377 OR BK 5438 PG 520 PAGES: 2 3/13/2020 10:57:13 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $18.50 DEED DOC:$9800.00

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:

(First Witness)

(Printed/typed name)

(Second Witness)

(Printed/typed name)

Grantor: Mount Dora Sunset, Inc.

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 7th 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 STATE OF FLORIDA
ROBERT FLAVELL
MY COMMISSION # GG9595
EXPIRES: July 21, 2020

Notary Public

Printed Name of Notary
My Commission Expires:

INSTRUMENT#: 2017084332 OR BK 4982 PG 2125 PAGES: 2 8/4/2017 10:49:50 AM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $18.50 DEED DOC:$4445.00

ATTACHMENT #1

2 of 2

RETURN TO: 47836
KEYSTONE TITLE AGENCY, INC.
9730 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]

OFFICIAL SEAL
INGRID ROSS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/23/20

_____
Notary Public
My commission expires: 02/23/20

INSTRUMENT#: 2022035939 OR BK 5916 PG 862 PAGES: 6 3/15/2022 9:51:43 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $52.50 DEED DOC:$3500.00

ATTACHMENT #1

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**.

W I T N E S S E T H:

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 is 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:

Witness

Printed Witness Name: Dorietha L Davis

Witness

Printed Witness Name: Brian C Dearmin

GRANTOR:

Florida Rock Industries, Inc., a Florida corporation

By:
Name: Todd Vencil
Its: VP & GM

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 21st day of February, 2022, by Todd Vencil 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.

Judith E Cook
Notary Public, State of ~~Alabama~~ Florida

(NOTARY SEAL)

Judith E. Cook
Notary Public, State of Florida
My Commission Expires Jan. 20, 2023
Commission No. GG 262931

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: _____
Name: MICHAEL G. KEOTAHLIAN
Its: MANAGER

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 FL DL as identification.

_____
Notary Public, State of Florida

(NOTARY SEAL)

ASHIMINIE GONSALVES
Printed Notary's Name
My Commission Expires: July 11, 2025

ASHIMINIE GONSALVES
Notary Public, State of Florida
Commission# HH 151652
My comm. 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.

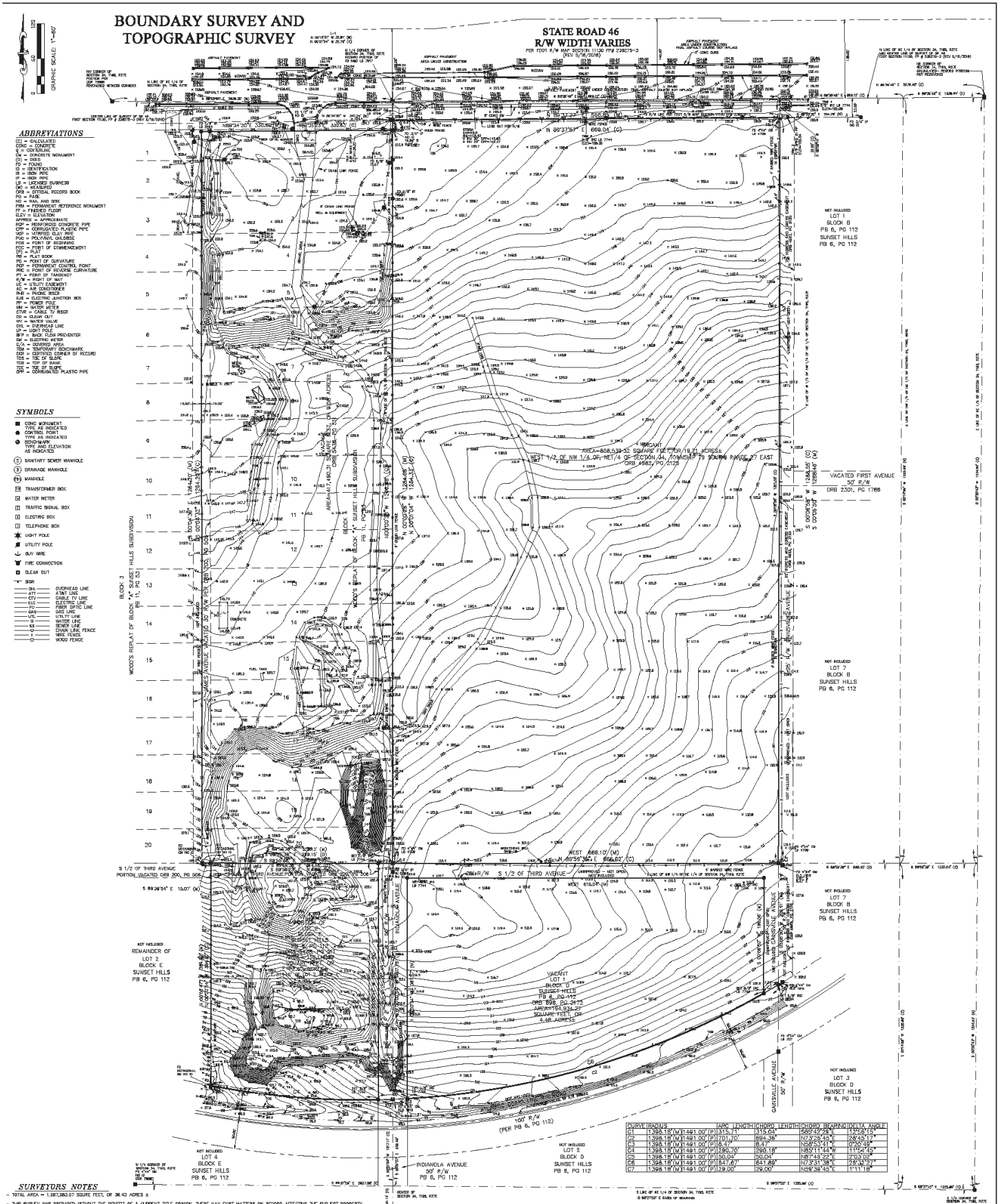
3. All matters shown on the plat recorded in Plat Book 6, Page 112, of the Public Records of Lake County, Florida.

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.

ATTACHMENT #1

BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY



ABBREVIATIONS

(C) = CALCULATED
CONC = CONCRETE
Q = CENTERLINE
CM = CONCRETE MONUMENT
(D) = DEED
FD = FOUND
ID = IDENTIFICATION
IR = IRON PIPE
IP = IRON PIPE
LB = LICENSED BUSINESS
(M) = MEASURED
ORB = OFFICIAL RECORD BOOK
PG = PAGE
NO = NAIL AND DISC
PRM = PERMANENT REFERENCE MONUMENT
FF = FINISHED FLOOR
ELEV = ELEVATION
APPROX = APPROXIMATE
RCP = REINFORCED CONCRETE PIPE
CPP = CORRUGATED PLASTIC PIPE
VCP = VITRIFIED CLAY PIPE
PVC = POLYVINYL CHLORIDE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
(P) = PLAT
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCP = PERMANENT CONTROL POINT
PRC = POINT OF REVERSE CURVATURE
PT = POINT OF TANGENCY
R/W = RIGHT OF WAY
UE = UTILITY EASEMENT
AC = AIR CONDITIONER
PHR = PHONE BOOK
EJR = ELECTRIC JUNCTION BOX
PP = POWER POLE
WM = WATER METER
CTVR = CABLE TV RISER
DV = CLEAN OUT
WV = WATER VALVE
OHL = OVERHEAD LINE
LP = LIGHT POLE
BFP = BACK FLOW PREVENTER
EM = ELECTRIC METER
C/A = COVERED AREA
TBM = TEMPORARY BENCHMARK
CCR = CERTIFIED CORNER OF RECORD
TOE = TOE OF SLOPE
TOB = TOP OF BANK
TOE = TOE OF SLOPE
CPP = CORRUGATED PLASTIC PIPE

SYMBOLS

CONC MONUMENT TYPE AS INDICATED
CONTROL POINT TYPE AS INDICATED
BENCHMARK TYPE AND ELEVATION AS INDICATED
SANITARY SEWER MANHOLE
DRAINAGE MANHOLE
MANHOLE
TRANSFORMER BOX
WATER METER
TRAFFIC SIGNAL BOX
ELECTRIC BOX
TELEPHONE BOX
LIGHT POLE
UTILITY POLE
GUY WIRE
FIRE CONNECTION
CLEAN OUT
SIGN
OHL — OVERHEAD LINE
ATT — AT&T LINE
CTV — CABLE TV LINE
ELC — ELECTRIC LINE
FO — FIBER OPTIC LINE
GAS — GAS LINE
UTL — UTILITY LINE
W — WATER LINE
SS — SEWER LINE
CHAIN LINK FENCE
WIRE FENCE
WOOD FENCE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1398.18'(M)1491.00'(P)	315.71'	315.04'	S65°42'29"E	12°56'15"
C2	1398.18'(M)1491.00'(P)	701.70'	694.36'	N73°28'45"E	28°45'17"
C3	1398.18'(M)1491.00'(P)	8.47'	8.47'	N56°53'41"E	0°20'49"
C4	1398.18'(M)1491.00'(P)	290.70'	290.18'	N85°11'44"W	11°54'45"
C5	1398.18'(M)1491.00'(P)	50.04'	50.04'	N87°49'22"E	2°03'02"
C6	1398.18'(M)1491.00'(P)	647.67'	641.89'	N73°31'38"E	28°32'27"
C7	1398.18'(M)1491.00'(P)	29.00'	29.00'	N59°39'45"E	1°11'18"

SURVEYORS NOTES

- TOTAL AREA = 1,687,063.57 SQUARE FEET, OR 38.43 ACRES ±
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE OPINION. THERE MAY EXIST MATTERS ON RECORD AFFECTING THE SUBJECT PROPERTY.
- BEARINGS BASED ON THE S LINE OF THE NE 1/4 OF SECTION 34, T19S, R27E, AS BEING S 89°37'25" E (AN ASSUMED DATUM PER GRID NORTH, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983, 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 FENCES.
- 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 BECHMARK DESIGNATION WPNC1035, HAVING A PUBLISHED ELEVATION OF 152.45, NORTH AMERICAN VERTICAL DATUM OF 1988, (NAVD 88).
- SITE BENCHMARKS ARE AS SHOWN.
- THE SCALE FOR THE MAP/DRAWING SHOWN HEREON IS 1"=60' FOR SHEETS 1, 2, AND 3, AND IS INTENDED TO BE DISPLAYED ON A 30"X 42" SIZED SHEET. ANY OTHER SHEET SIZE WILL ALTER THE SCALE OF THE DRAWING. COPIES AND REPRODUCTIONS MADE FROM PRINTS WILL/MAY ALTER THE SCALE OF THE DRAWING AS WELL.
- NO JURISDICTIONAL WETLANDS OR ENVIRONMENTAL AREAS HAVE BEEN LOCATED AS A PART OF THIS SURVEY. THERE MAY EXIST WETLANDS OR ENVIRONMENTAL AREAS AND THE SURVEYOR MAKES NO DETERMINATION OF SUCH.
- THIS SURVEY DOES NOT DETERMINE THE "ORDINARY HIGH WATER LINE" OR THE "MEAN HIGH WATER LINE". THE STATE OF FLORIDA MAY OWN OR CLAIM THE OWNERSHIP OF THOSE LANDS LYING BELOW THE "ORDINARY HIGH WATERLINE" OR THE "MEAN HIGH WATER LINE" OR WITHIN ANY WETLAND LIMITS.
- THE DEED AND PLAT DISTANCES ARE TO THE CENTERLINES AND ARE NOT TO THE LIMITS OF THE RIGHT-OF-WAYS PER 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 ORB 4982, Pg 2126):

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 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 3436, 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.

Surveyors Certification:

I hereby certify that this survey shown hereon was made in accordance with the "Standards of Practice" for land surveying in the State of Florida Chapter 5J-17-030 to 0.052 Florida Administrative Code, pursuant to Chapters 177 and 472, Florida Statutes and unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

Ralph A. Nieto PSM No. 6025 Print Date

PREPARED FOR:

AMCO

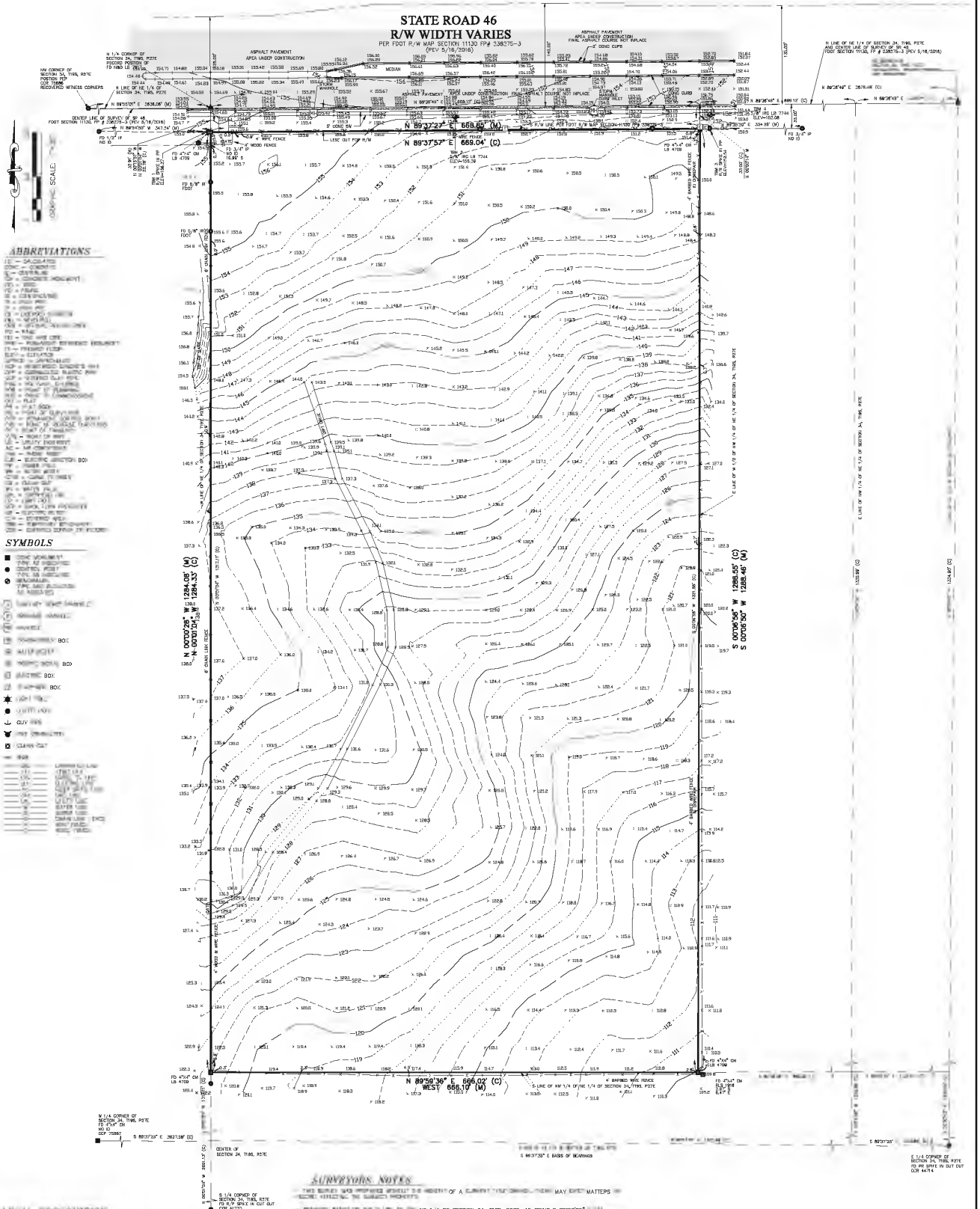
STATE ROAD 46, MOUNT DORA, LAKE COUNTY, FL 32757

NO.	DATE	REVISIONS

FIELD BY: DW	DATE: 11/11/19
DRAWN BY: BPS	ORDER NO.: NW 19-247
SCALE: 1"=60'	SHEET: 1 OF 2

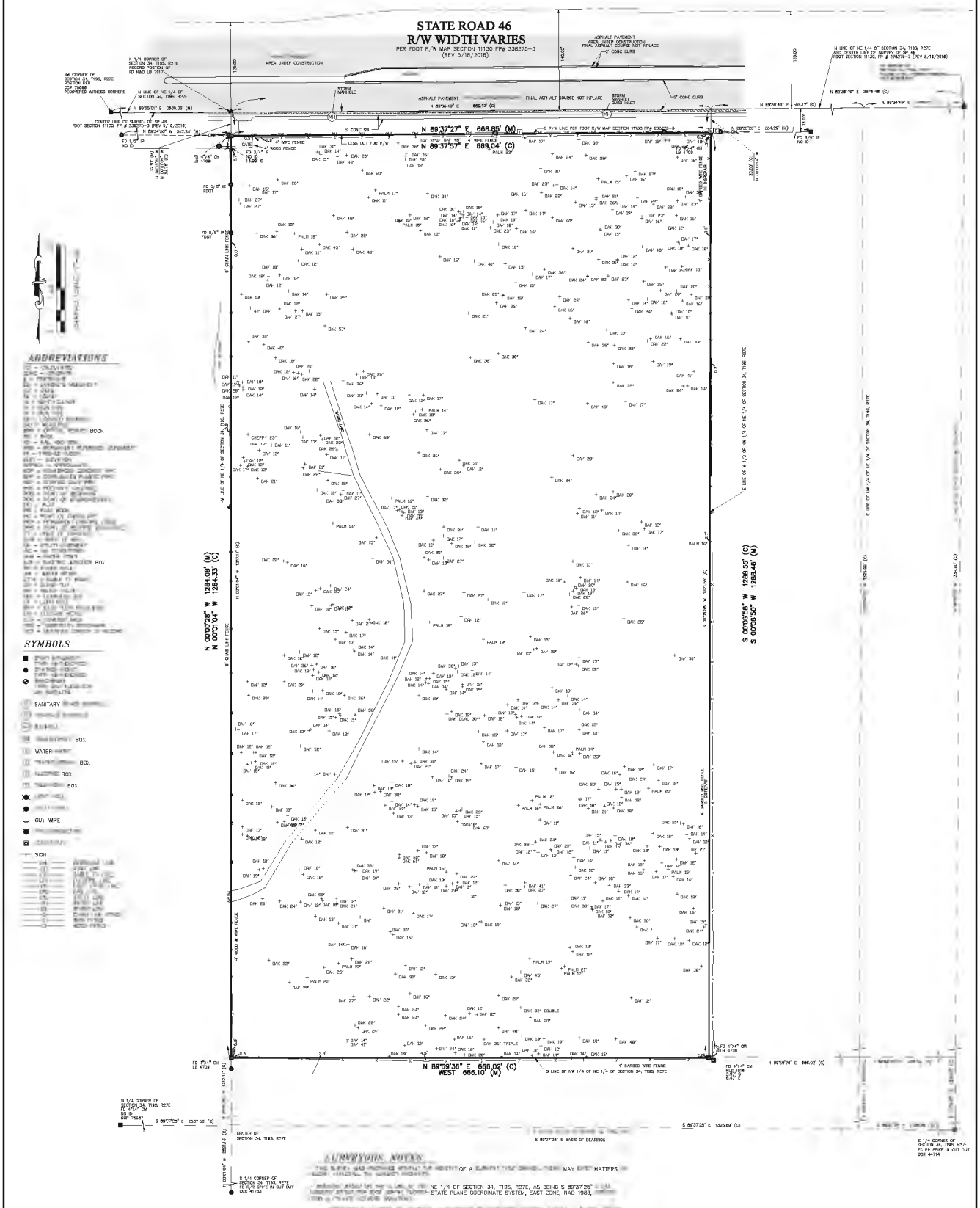
Florida Surveying LLC
1720 N. Ronald Reagan Blvd., Longwood, FL 32750
PH: (407) 636-8460 FAX: (407) 636-8461
LB No. 7744

BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY



MKMS LLC
STATE ROAD 46, MOUNT DORA, LAKE COUNTY, FL 32757

BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY



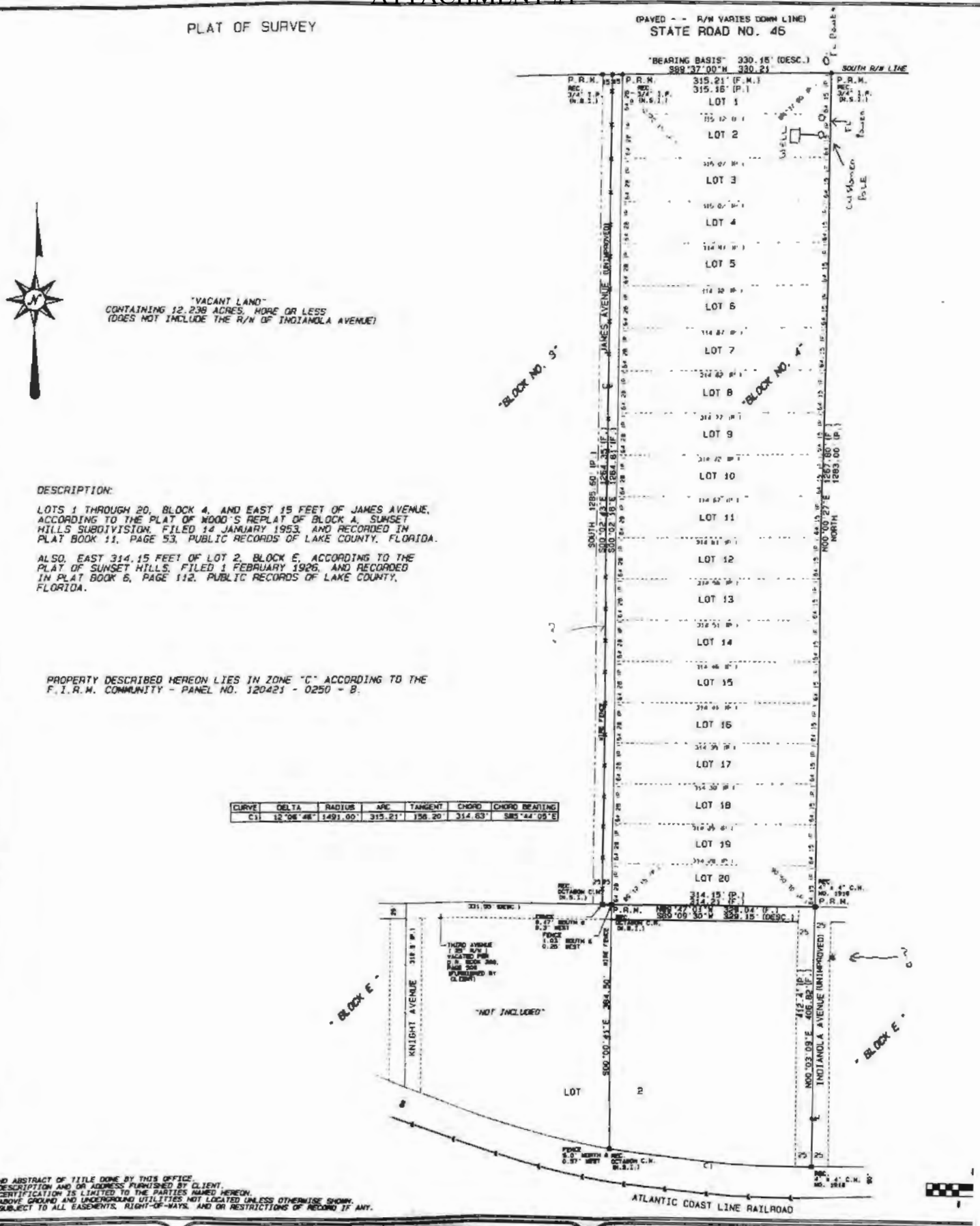
	BY: DW	DATE: 11/11/19	
	DRAWN BY: BPS	ORDER NO.: NW 19-247	
NO. DATE REVISIONS	SCALE: 1"=60'	2 2	

Nieto-Whittaker Surveying LLC
1728 E. Semoran Blvd. Apopka, FL 32703
PH: (407) 636-8460 FAX: (407) 636-8461
LB No. 7744

MKMS LLC
STATE ROAD 46, MOUNT DORA, LAKE COUNTY, FL 32757

NW19-247.dwg TREE 12/20/2019 17:35:02

PLAT OF SURVEY



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.

AULTON E. ANDREWS

DRAFTSMAN:
JOB NUMBER: AP120101
BOUNDARY SURVEY DATE: 04-12-0001
FOUNDATION LOCATION DATE:
FINAL AS-BUILT DATE:
CERTIFIED TO:
SET ATLANTIC, INC.

LEGEND:

B.M.	BENCHMARK	P.O.B.	POINT OF BEGINNING
BLD.	BUILDING	P.O.C.	POINT ON CURVE
CH.	CHORD	P.C.	POINT OF CURVATURE
BRG.	CHORD BEARING	P.I.	POINT OF INTERSECTI
	CONCRETE BLOCK	P.R.C.	POINT OF REVERSE CU
	CONCRETE MONUMENT	P.T.	POINT OF TANGENCY
	COVERED	P.P.	POWER POLE
	DESCRIPTION	P.L.S.	PROFESSIONAL LAND S
	DRAINAGE EASEMENT	P.S.M.	PROFESSIONAL SURVE
	FIELD	RA.	RADIUS
	FIELD MEASUREMENT	R.P.	RADIUS POINT
	FINISHED FLOOR	R/W	RANGE
ELEV.	ELEVATION	REC.	RECOVERED
	IRON PIPE	R.L.S.	REGISTERED LAND SU
	IRON ROD		RESIDENCE
	LICENSED SURVEYOR		RIGHT-OF-WAY
			SECTION

Scanned by CamScanner

NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2022-11
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-11. The final public hearing on the ordinance will be held on Tuesday, August 16, 2022 at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2022-11 is as follows:

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.

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

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

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

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

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

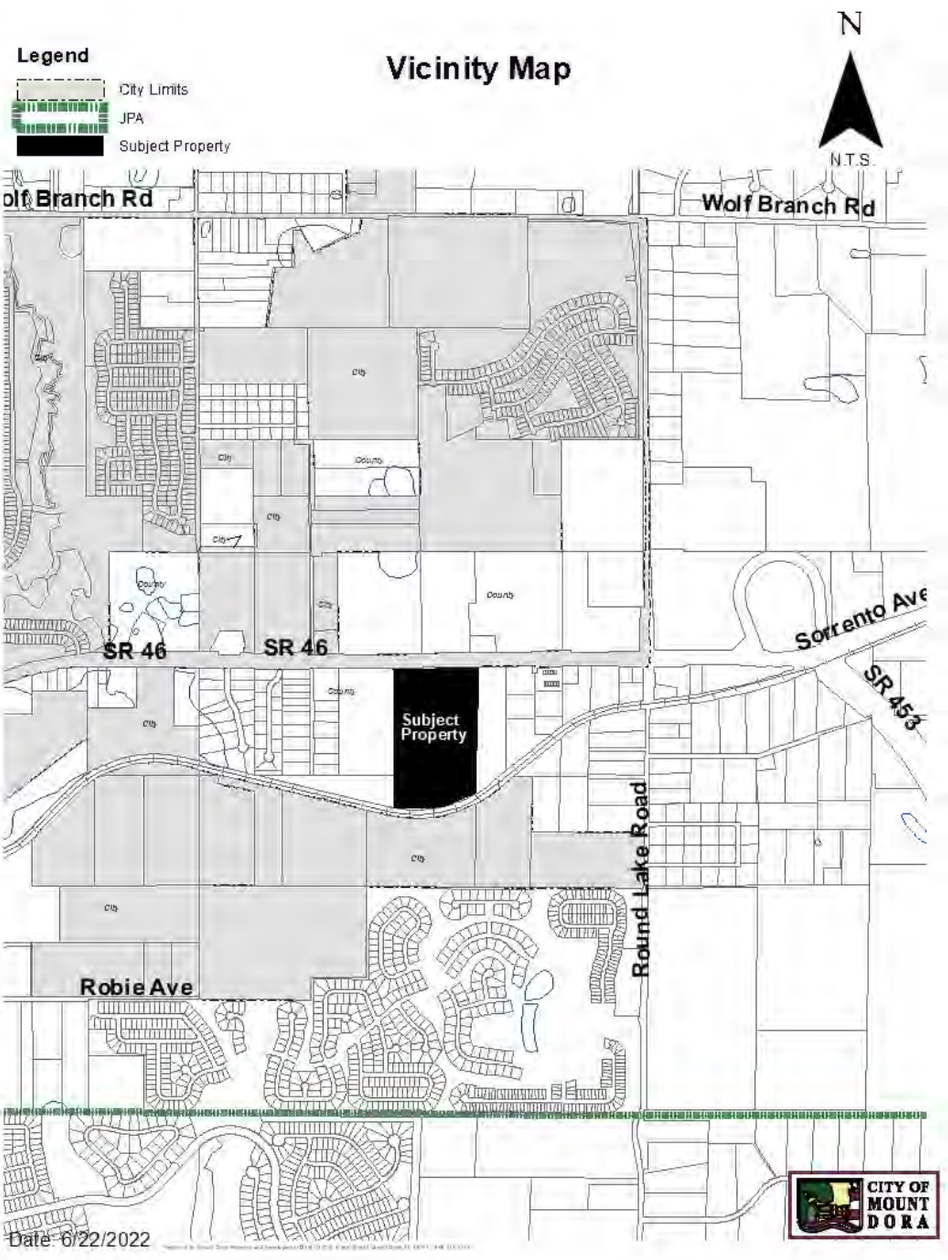
Published Legal Notice: August 5, 2022

NOTICE OF ANNEXATION
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to annex land within the area shown on the map in this advertisement. Final hearing on the voluntary annexation, Ordinance No. 2022-11, will be held on Tuesday, August 16, 2022 at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

ORDINANCE NO: 2022-11

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.



The proposed ordinance with complete legal description (metes and bounds) may be inspected by the public at the City Clerk's Office or the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

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

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

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

Non-Legal Dates Published Twice on:
August 5, 2022
August 12, 2022

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 Statues, 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: **August 2, 2022**

SECOND READING: **August 16, 2022**

PASSED AND ADOPTED this 16 day of August, 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

Exhibit "A"

Vicinity Map
36.61 +/- Acres

Legend

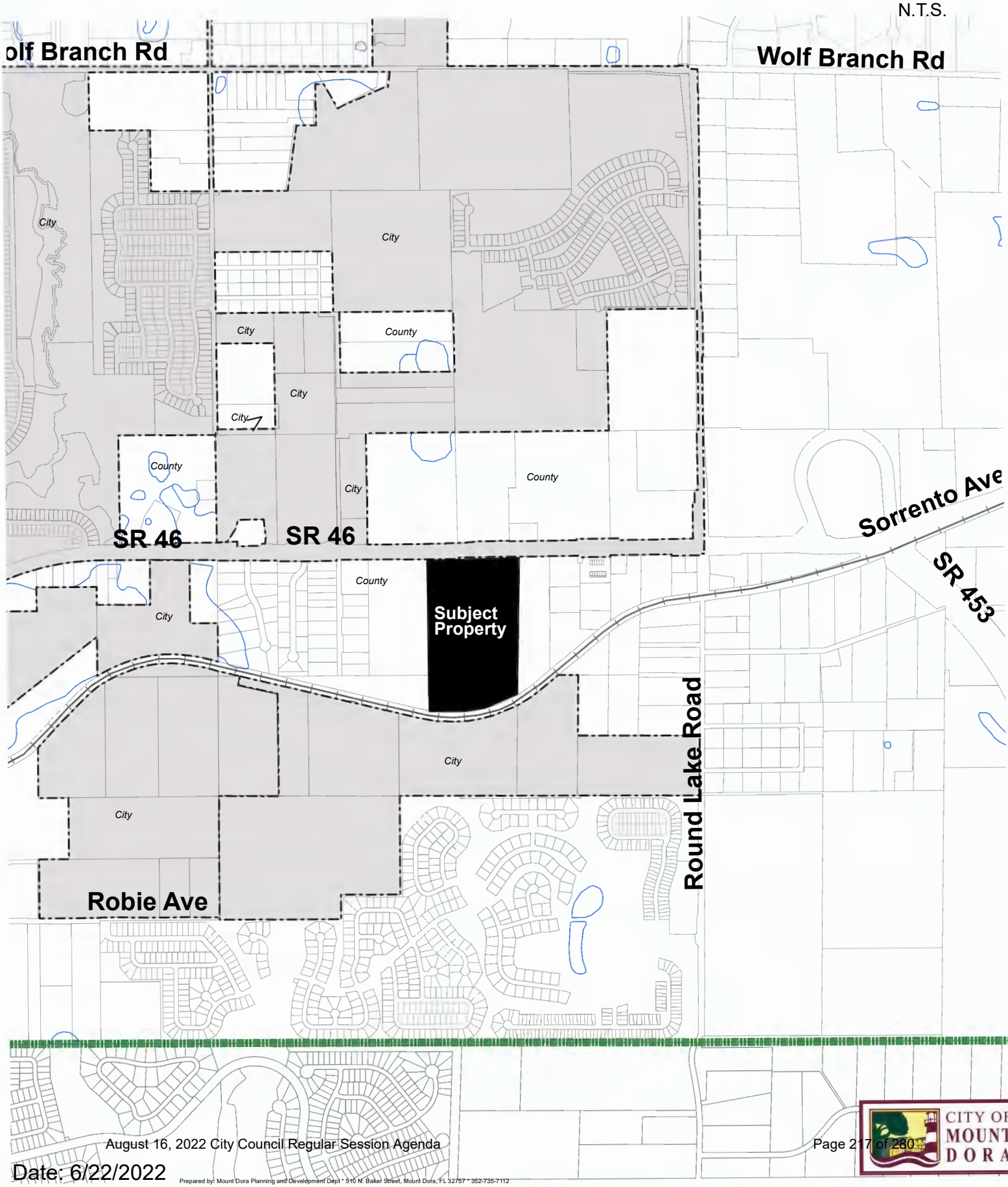
City Limits

JPA

Rail Road

N

N.T.S.



Date: 6/22/2022

Prepared by: Mount Dora Planning and Development Dept * 510 N. Baker Street, Mount Dora, FL 32757 * 352-735-7112

CITY OF MOUNT DORA

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

DATE: **August 16, 2022**

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

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

SUBJECT: Request Approval of Final 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

Introduction:

This is a request for City Council to approve the final 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.

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

Discussion:

A letter was sent to the Mayor dated June 12, 2022, from Florida Carry, Inc. (a non-profit organization which promotes gun rights in Florida), placing the City on notice that certain language within its recently adopted public parks and recreation ordinance/code, related to the discharge of fire arms, was pre-empted by State law. The City Attorney brought the matter to the attention of Council at the next regularly scheduled meeting and instructions were given for an ordinance to be drafted repealing the portion of the City's Code containing the language to which Florida Carry had objected.

In addition, recent legislation was passed allowing local governments to regulate smoking, other than non-filtered cigars, within parks and on beaches. In reviewing the City's public parks and recreation code related to the firearm language, it was determined that more stringent smoking regulations, consistent with prior City intentions, could now be imposed in the City's parks. The additional revisions reflect the smoking regulations which are now permitted under Florida law.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:
City Council to approve Final 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.

Attachment(s):
1. Attachment #1 Proof Public Notice Ordinance No. 2022-15 Order 7621186_Confirmation
2. Ordinance No. 2022-15.Amending Ord 2021-01.Code Chapter 38.parks.SGS

Prepared by:	Jeanann Hand, Deputy City Clerk	
Reviewed by:	Sherry Sutphen, City Attorney	Approved - 8/8/2022
	Jessica Burnham, City Clerk	Approved - 8/9/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/9/2022
	Patrick Comiskey, City Manager	Final Approval - 8/10/2022

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FLORIDA

Order Confirmation

Not an Invoice

Account Number:	525201
Customer Name:	City Of Mount Dora
Customer Address:	City Of Mount Dora 510 N BAKER St MOUNT DORA FL 32757
Contact Name:	City Of Mount Dora
Contact Phone:	3527357183
Contact Email:	
PO Number:	

Date:	08/04/2022
Order Number:	7621186
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	91.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	08/07/2022 - 08/07/2022	Govt Public Notices
LEE dailycommercial.com	1	08/07/2022 - 08/07/2022	Govt Public Notices

Total Order Confirmation	**$153.78**

Ad Preview

NOTICE OF
PROPOSED ENACTMENT
ORDINANCE NO. 2022-15
CITY OF MOUNT DORA,
FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-15. The final public hearing on the ordinance will be held on Tuesday, August 16, 2022 at 6:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2022-15 is as follows:

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.

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

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

The file may be inspected by the public at the City Clerk's office, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

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

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the City Clerk's office no later than seven (7) days prior to the proceedings. Telephone (352) 735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

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.

WHEREAS, on February 16, 2021, the City of Mount Dora adopted Ordinance 2021-01, creating Chapter 38, Article V, Public Parks and Recreation, which may otherwise be codified within the City of Mount Dora Code of Ordinances; and

WHEREAS, from time to time it is necessary and advisable for the City to amend its codes and ordinances to better align with state law; and

WHEREAS, the City has determined that it is in the best interest of the health, safety and welfare of its citizens and visitors to amend Ordinance 2021-01, or Chapter 38, Article V, Pubic Parks and Recreation or as otherwise codified within the City of Mount Dora Code of Ordinances.

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

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

SECTION 2. AMENDING ORDINANCE 2021-01, CHAPTER 38, ARTICLE V, PUBLIC PARKS AND RECREATION, OR AS OTHERWISE CODIFIED WITHIN THE CITY OF MOUNT DORA CODE OF ORDINANCES. City of Mount Dora Ordinance 2021-01, Chapter 38, Article V, Public Parks and Recreation or as otherwise codified within the City of Mount Dora Code Ordinances is hereby amended as follows:

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

CHAPTER 38 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

***

ARTICLE V. – PUBLIC PARKS AND RECREATION

***

Section 38.105. – Prohibited Activities Generally.

***

(h) No person or entity shall smoke or use cigarettes or vape or use vaping products as defined by Florida Statutes, Chapter 386, in a Public Park. ~~Smoking and vaping in Public Parks shall be in accordance with Florida Statutes, Chapter 386.~~

***

(q) ~~No person shall discharge a firearm in a Public Park, except that blank cartridges may be discharged using a firearm during certain events specifically authorized through permit issued by the City.~~

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed prudent.

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to City of Mount Dora Ordinance 2021-01, or City of Mount Dora Code of Ordinances, Chapter 38, Article V, Public Parks and Recreation, or as otherwise codified, as set forth in Section 2 hereinabove shall be codified in the City of Mount Dora Code of Ordinances.

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

C. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City pertaining to the amendments to City of Mount Dora Ordinance 2021-01, or City of Mount Dora Code of Ordinances, Chapter 38, Article V, Public Parks and Recreation, or as otherwise codified,

as well as any and all other applicable matters, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption.

FIRST READING: July 19, 2022

SECOND READING: August 16, 2022

PASSED AND ADOPTED this 16th day of August, 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

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

DATE: **August 16, 2022**

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

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

SUBJECT: Request Approval of Final Reading of **Ordinance No. 2022-16**, Amending Chapter 8, Animals, of the Code of Ordinances

Introduction:
This is a request for City Council to approve the final reading of Ordinance No. 2022-16.

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

Discussion:
On May 17, 2022, the City of Mount Dora approved an Interlocal Agreement with Lake County and the Sheriff of Lake County for the provision of animal control services within the jurisdictional boundaries of the City of Mount Dora. The Agreement provides that Lake County/Sheriff of Lake County will enforce the Lake County Code related to animal control in the City of Mount Dora. As such, it is imperative that the City adopt the Lake County Code for enforcement within the jurisdictional boundaries of the City of Mount Dora. This Ordinance specifically adopts the Lake County Code in Mount Dora and repeals the portions of the City's Code which are inconsistent with the Lake County Code or which will still remain in force in the City through City forces separate and apart from the animal control efforts of Lake County/Sheriff of Lake County.

Budget Impact:
Reduce the City's animal control budgetary needs.

Strategic Impact:

The agreement with Lake County/Sheriff of Lake County for the provision of animal control services will assist the City to make the most cost-effective and efficient use of its powers.

Recommendation:

City Council to approve Final Reading of Ordinance No. 2022-16, Amending Chapter 8, Animals, of the Code of Ordinances.

Attachment(s):

1. Attachment #1 Proof Public Notice Ordinance No. 2022-16 Order 7621186_Confirmation
2. Ordinance No. 2022-16 Code Chapter 8.Animal Control.SGS

Prepared by:	Jeanann Hand, Deputy City Clerk	
Reviewed by:	Sherry Sutphen, City Attorney	Approved - 8/8/2022
	Jessica Burnham, City Clerk	Approved - 8/9/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/9/2022
	Patrick Comiskey, City Manager	Final Approval - 8/10/2022

LOCALiQ
FLORIDA

Order Confirmation

Not an Invoice

Account Number:	525201
Customer Name:	City Of Mount Dora
Customer Address:	City Of Mount Dora 510 N BAKER St MOUNT DORA FL 32757
Contact Name:	City Of Mount Dora
Contact Phone:	3527357183
Contact Email:	
PO Number:	

Date:	08/04/2022
Order Number:	7621149
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	83.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	08/07/2022 - 08/07/2022	Govt Public Notices
LEE dailycommercial.com	1	08/07/2022 - 08/07/2022	Govt Public Notices

Total Order Confirmation	**$141.14**

Ad Preview

NOTICE OF
PROPOSED ENACTMENT
ORDINANCE NO. 2022-16
CITY OF MOUNT DORA,
FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2022-16. The final public hearing on the ordinance will be held on Tuesday, August 16, 2022 at 6:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2022-16 is as follows:

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.

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

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

The file may be inspected by the public at the City Clerk's office, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

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

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the City Clerk's office no later than seven (7) days prior to the proceedings. Telephone (352) 735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

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.

WHEREAS, the City of Mount Dora's regulation of animals is codified within Chapter 8 of the City of Mount Dora Code of Ordinances; and

WHEREAS, on May 17, 2022, the City of Mount Dora approved the Interlocal Agreement with Lake County and the Sheriff of Lake County for the provision of animal control services within the jurisdictional boundaries of the City of Mount Dora; and

WHEREAS, in order for Lake County to provide animal control services within the City of Mount Dora, it is necessary for the City to revise its regulations related to animals; and

WHEREAS, the City has determined that it is in the best interest of the health, safety and welfare of its citizens and visitors to amend Chapter 8, Animals, of the City of Mount Dora Code of Ordinances.

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

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

SECTION 2. AMENDING CITY OF MOUNT DORA CODE OF ORDINANCE, CHAPTER 8, ANIMALS. The City of Mount Dora Code Ordinances, Chapter 8 – Animals is hereby amended as follows:

Note: Underlined words constitute additions to existing text, asterisks (***) indicate omitted parts which are intended to remain unchanged.

CHAPTER 8 – ANIMALS

A. The following sections of Chapter 8 are repealed in their entirety:

Section 8-1. – Definitions

Section 8-2. – Entry power of animal control officer.
Section 8-3. – Unlawful interference with animal control officer.
Section 8-4. – Violation and enforcement.
Section 8-5. – Inoculation.
Section 8-6. – Female dogs and cats in heat.
Section 8-7. – At-large animals.
Section 8-8. – Public events.
Section 8-9. – Vicious animals.
Section 8-10. – Defecating.
Section 8-11. – Damaging property.
Section 8-12. – Odors.
Section 8-13. – Confinement of rabies-susceptible animals which have bitten people.
Section 8-14. – Return of impounded animal to owner.
Section 8-15. – Cruelty or neglect
Section 8-16. – Protection of birds.

***

Section 8-21. – Prohibition of tethering of dogs.

***

B. The following new sections are added within Chapter 8:

1. County ordinance to apply. Lake County is authorized to provide animal control services and enforce the animal control provisions of the Lake County Code in the incorporated limits of the City of Mount Dora. Chapter 4 of the Lake County Code of Ordinances and each and every subsequent amendment, addition and revision thereto, is approved and adopted by the City of Mount Dora for Lake County to use and enforce within the incorporated limits of the City.

2. Possession of farm animals and fowl.
   (a) This section may be enforced by the City utilizing the procedures set forth in Florida Statutes, Chapter 162.
   (b) It shall be a violation of this section for any person, trust, estate or entity to be in possession of, own, control, keep or harbor, within the incorporated limits of the City of Mount Dora, any of the following except as otherwise permitted by the City of Mount Dora Land Development Code:
      (i) Poultry husbandry, meaning any animal belonging to the family Phasianidae or family Anatidae, all species, including, but not limited to, chickens, roosters, turkeys, peacocks, geese and ducks;
      (ii) Beekeeping or apiculture; or
      (iii) Livestock meaning includes all animals of the equine, bovine or swine class, including, but not limited to, goats, sheep, mules, horses, hogs, cattle and other grazing animals.

SECTION 3. IMPLEMENTATION OF ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed prudent.

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to City of Mount Dora Code of Ordinances, Chapter 8, Animals, as set forth in Section 2 above shall be codified in the City of Mount Dora Code of Ordinances.

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

C. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City pertaining to the amendments to City of Mount Dora Code of Ordinances, Chapter 8, Animals, as well as any and all other applicable matters, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective on October 1, 2022.

FIRST READING: **July 19, 2022**

SECOND READING: **August 16, 2022**

PASSED AND ADOPTED this 16th day of August, 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

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

DATE: **August 16, 2022**

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

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

SUBJECT: Request Approval of **Resolution No. 2022-52**, Establishing Temporary Waiver for Certain Reclaimed Water Meter Fees

Introduction:
This request is for City Council to approve Resolution No. 2022-52, establishing a temporary waiver of certain reclaimed water meter fees.

Discussion:
City staff have received inquiries from residential homeowners requesting connections to the City's reclaimed central water line in an effort to provide water conservation opportunities. The waiver opportunity is for existing, platted and developed single-family residential lots wherein a reclaimed water meter was not installed at the time of issuance of the original certificate of occupancy for the residential structure on the lot. The City has determined that the temporary waiver of certain reclaimed water meter fees will encourage participation in the City's reclaimed water program in such cases for existing homeowners and will allow for a 6-month period to take advantage of this waiver program. All other reclaimed water meter impact fees and service fees remain in effect.

Budget Impact:
Budget Impacts: One 1-inch reclaim water meter is $466.20. Potential requests for the 180-day waiver period are anticipated to be minimal.

Strategic Impact:
GOAL 2: Infrastructure / Public Safety; Objective 2.4. Sustain City Infrastructure

Recommendation:
City Council approve Resolution No. 2022-52, establishing a temporary waiver for certain reclaimed water meter fees.

Attachment(s):

1. Resolution 2022-52 Reclaim Water Meter Fee Waiver.SGS

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	Rita Meade, Deputy Finance Director	Approved - 8/8/2022
	Chris Gaw, Utilities Engineer	Approved - 8/9/2022
	Sherry Sutphen, City Attorney	Approved - 8/10/2022
	Jessica Burnham, City Clerk	Approved - 8/11/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/11/2022
	Patrick Comiskey, City Manager	Final Approval - 8/11/2022

RESOLUTION NO. 2022-52

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE TEMPORARY WAIVER OF CERTAIN RECLAIMED WATER METER FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING A RECLAIMED WATER METER FEE WAIVER; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City established a reclaimed water program as set forth in Chapter 44, Article VI, of the City of Mount Dora Code of Ordinances; and

WHEREAS, the primary purpose of the City's reclaimed water program is to conserve potable water; and

WHEREAS, the City has determined that it is in the best interest, health, safety and general welfare of the citizens of Mount Dora to promote the use of reclaimed water; and

WHEREAS, the City adopted its current Master Fee Schedule ("2022 Fee Schedule") on January 18, 2022, under Resolution No. 2022-03, which contains certain fees related to reclaimed water; and

WHEREAS, the City has determined that the temporary waiver of certain reclaimed water meter fees will encourage participation in the City's reclaimed water program.

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

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

SECTION 2. Reclaimed Water Meter Fee Waiver. The reclaimed water meter fees for new service pursuant to the 2022 Fee Schedule are temporarily waived as set forth herein:

A. *Applicability*. This temporary waiver shall only apply to existing, platted and developed single-family residential lots wherein a reclaimed meter was not installed at time of issuance of the original certificate of occupancy for the residential structure on the lot.

B. *Term.* This temporary waiver shall begin on the Effective Date of this Resolution and shall automatically sunset One Hundred Eighty (180) days thereafter, unless extended by further action of the City.
C. *Other Fees*. This temporary waiver shall not apply to permit fees or impact fees related to new reclaimed water service and such fees shall remain unaffected by the fee waiver set forth herein.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the temporary waiver of reclaimed water meter fees, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 16th day of August, 2022.

_____
CRISSY STILE, MAYOR
City of Mount Dora, Florida

ATTEST:

Jessica Burnham, City Clerk

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

Sherry G. Sutphen, City Attorney

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

DATE: **August 16, 2022**

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

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

SUBJECT: Request Approval of **Resolution No. 2022-54**, Establishing Temporary Waiver for Late Fee Penalties and Temporary One-Time Waiver for Delinquent Fees

Introduction:

This request is for City Council to approve Resolution No. 2022-54, establishing a temporary waiver of late fee penalties and temporary one-time waiver of delinquent fees.

Discussion:

City staff have received feedback from residents regarding the recent increase in utility bills due to rising natural gas prices. In order to provide fee relief to its customers, Staff proposes providing a temporary waiver of late fee penalties and a temporary one-time waiver of delinquent fees to its residential utility customers for a period of 180 days. All other utility fees remain in effect.

Budget Impact:

The exact amount of late fee penalty and delinquent fee revenues that will be waived is undetermined. For the first ten (10) months of the current fiscal year (as of July 31, 2022), the City has collected $86,428.26 in Late Fee Penalties and $150,390.00 in Delinquent Fees. These figures include both commercial and residential accounts.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety; Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council approve Resolution No. 2022-54, establishing a temporary waiver for late fee penalties and temporary one-time waiver for delinquent fees.

Attachment(s):

1. Resolution 2022-54 Utility Bill Late Fee Waiver.SGS

Prepared by:	Merry Lovern , Executive Assistant	
Reviewed by:	Aneta Barton, Budget Director	Approved - 8/11/2022
	Sherry Sutphen, City Attorney	Approved - 8/11/2022
	Jessica Burnham, City Clerk	Approved - 8/11/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/11/2022
	Patrick Comiskey, City Manager	Final Approval - 8/11/2022

RESOLUTION NO. 2022-54

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE TEMPORARY WAIVER OF UTILITY BILL LATE FEE PENALTIES AND DELINQUENT FEE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING A LATE FEE PENALTY WAIVER; PROVIDING A ONE-TIME DELINQUENT FEE WAIVER; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City operates its utilities as set forth in Chapter 44, of the City of Mount Dora Code of Ordinances; and

WHEREAS, a sharp rise in natural gas prices has resulted in increased power cost charges to the City and its utility customers; and

WHEREAS, the City adopted its current Master Fee Schedule ("2022 Fee Schedule") on January 18, 2022, under Resolution No. 2022-03, which contains certain fees related to utility rates; and

WHEREAS, the City has determined that the temporary waiver of late fee penalties and a one-time waiver of delinquent fees will provide needed relief to certain of its residential customers;

WHEREAS, the City has determined that it is in the best interest, health, safety and general welfare of the citizens of Mount Dora to provide certain relief to its residential utility customers during this difficult financial time.

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

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

SECTION 2. Late Fee Penalty Waiver. The late fee penalties imposed pursuant to the 2022 Fee Schedule are temporarily waived for residential utility customers as of the Effective Date of this Resolution and shall be automatically reinstated without further action of the City One Hundred Eighty (180) days following the Effective Date hereof, unless extended by further action of the City.

SECTION 3. One-Time Delinquent Fee Waiver. The delinquent fees pursuant to the 2022 Fee Schedule may be waived one (1) time for any residential physical address being served as a utility customer of the City for a period of One Hundred Eighty (180) days following the Effective Date of this Resolution. This one-time delinquent fee waiver shall automatically terminate One Hundred Eighty (180) days following the Effective Date hereof, unless extended by further action of the City.

SECTION 4. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the temporary waiver of late fee penalties and one-time delinquent fee waiver, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 16th day of August, 2022.

_____

CRISSY STILE, MAYOR
City of Mount Dora, Florida

ATTEST:

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

_____
Jessica Burnham, City Clerk

_____
Sherry G. Sutphen, City Attorney

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

DATE: **August 16, 2022**

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

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

SUBJECT: Clarify revision to Exhibit E to the Agreement between the City of Mount Dora and Borrelli + Partners, Inc., for Design and Engineering for the Community Resource and Recreation Center. This revision was made to clarify the timeline of the agreement that was approved by City Council at the August 2, 2021 regular meeting.

Introduction:

This is an opportunity for Staff and the City Attorney to clarify the revision to Exhibit E to the Agreement between the City of Mount Dora and Borrelli + Partners, Inc., for Design and Engineering for the Community Resource and Recreation Center. This revision was made to clarify the project schedule and timeline for the agreement that was approved by City Council at the August 2, 2021 regular City Council meeting.

Discussion:

During the discussion related to this item at the August 2, 2022 regular City Council meeting, staff represented to Council that certain of the tasks in the scope of work under the Agreement were to run simultaneously. This clarification better defines project schedule and deadlines.

The scrivener's errors in Section 13.02, of the Agreement were also corrected, changing the word "COUNTY" to "CITY".

Budget Impact:

No additional impact at this time.

Strategic Impact:

N/A

Recommendation:

Council note the correction to the agreement and Exhibit E.

Attachment(s):

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

Prepared by:	Jeanann Hand, Deputy City Clerk	
Reviewed by:	Adam Sumner, CRA Administrator	Approved - 8/9/2022
	Sherry Sutphen, City Attorney	Approved - 8/10/2022
	Jessica Burnham, City Clerk	Approved - 8/11/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/11/2022
	Patrick Comiskey, City Manager	Final Approval - 8/11/2022

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 CITY within fifteen (15) calendar days from the date of execution of this Agreement, shall be considered cause for the CITY to cancel this Agreement and rescind its action to engage the CONSULTANT. Before the CITY 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 Equa1 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 CFR52.222-54 (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.

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 2nd day of August, 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: JORGE A. BORRELLI

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] 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

NOTARY PUBLIC, State of Florida

Bruce Lounsbury

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. Modelsor 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

Architectural Principals:	Billable Rate:
Architect/Landscape Architect /Interior Designer – Principal	$197.00

Architectural Staff:	Billable Rate:
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

Support Staff:	Billable Rate:
Clerical/Secretarial/Administration	$ 90.00
Graphic Designer	$105.00

A/E Field Representative	Billable Rate:
Field Representative	$130.00

Exhibit "E"
Project Schedule

PROPOSED SCHEDULE:
Notice-To-Proceed:

Phase 1: (Some activities to occur simultaneously over a period of time not to exceed 120 days in total for completion of 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: (Some activities to occur simultaneously over a period of time not to exceed 180 days in total for completion of 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 16, 2022**

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

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

SUBJECT: Scrivener's error revision to correct the figure representing the Rolled Back Rate in Resolution No. 2022-14

Introduction:
This is an opportunity to inform City Council of the scrivener's error in Resolution No. 2022-14, Maximum Millage Rate for Fiscal Year 2022-2023 Budget, and the revision to correct the figure representing the Rolled Back Rate.

Discussion:
On July 19, 2022, Council approved Resolution No. 2022-41, setting a Maximum Millage Rate of 6.1000 mills for the fiscal year 2022-2023. The documentation attached to the resolution's agenda item included an error regarding the Rolled Back Rate, as CRA TIF numbers were not part of the original calculation, which led to a Rolled Back Rate of 5.4342 mills. The corrected Rolled Back Rate, which now includes the impact of CRA TIF money, is 5.5029 mills. The originally calculated Percentage Increase Over/(Under) the Rolled Back Rate was 10.91%. The corrected Percentage Over/(Under) the Rolled Back Rate is 10.85%. The recalculation does not affect the approved Maximum Millage Rate, which remains at 6.1000 mills. This correction will have no effect on the residents of Mount Dora, and the TRIM notices received by Mount Dora residents will be without error. This item serves only to inform Council of the scrivener's error in the resolution, which has since been corrected. All documentation submitted to the Department of Revenue contained the correct figures.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:

Councilmembers note the correction.

Attachment(s):

1. Reso No. 2022-41, Maximum Millage Rate for Fiscal Year 2022-2023 Budget.Corrected

Prepared by:	Jeanann Hand, Deputy City Clerk	
Reviewed by:	Aneta Barton, Budget Director	Approved - 8/10/2022
	Sherry Sutphen, City Attorney	Approved - 8/10/2022
	Jessica Burnham, City Clerk	Approved - 8/11/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/11/2022
	Patrick Comiskey, City Manager	Final Approval - 8/11/2022

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.

WHEREAS, Florida Statutes, Section 200.065, requires that the City of Mount Dora, Florida, adopt a resolution establishing the proposed millage rate to be levied for taxing entities for which the City of Mount Dora, Florida is the taxing authority; and

WHEREAS, Florida Statutes, Section 200.065, further requires that said resolution state the percentage, if any, by which the proposed millage rate exceeds the rolled back millage rate; and

WHEREAS, the Lake County Property Appraiser has certified the gross taxable value of property within the City of Mount Dora as $1,552,911,834 and has certified a rolled-back rate of 5.5029 per $1,000 of taxable value for the City of Mount Dora; and

WHEREAS, the City of Mount Dora, Florida, conducted a public hearing on Tuesday, July 19, 2021, to consider adoption of the proposed millage rate for fiscal year 2022-23, as required by Florida Statutes, Section 200.065; and

WHEREAS, the proposed millage rate to be levied by the City of Mount Dora for fiscal year 2022-23, together with the percentage increase of the proposed millage rate over the rolled back rate, as set forth below in Section 2 have been publicly announced; and

WHEREAS, following a review of the proposed budget as submitted, the City of Mount Dora, Florida, has determined that a millage rate of 6.1000 mills is necessary to produce the revenue needed to fund the fiscal year 2022-23 budget.

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

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

SECTION 2. Proposed Levy of Ad Valorem Taxes and Percentage Increase. The City of Mount Dora, Florida, hereby proposes to levy the millage rates specified below and does hereby state the percentage, if any, by which the proposed millage rate exceeds the rolled back millage rate, as follows:

Taxing Entity	Proposed Millage Rate	Rolled Back Millage Rate	Percentage Increase Over/ (Under) the Rolled Back Rate
General Fund	6.1000 Mills	5.5029 Mills	10.85%

SECTION 3. Public Hearing Schedule for Budget Adoption. The public hearing schedule for adoption of the fiscal year 2022-23 budget is hereby set as follows:

Tuesday, September 6th at 6:00 p.m.

Tuesday, September 20th at 6:00 p.m.

The above public hearings, where interested parties may appear and participate in the budget adoption process, will be held in the City of Mount Dora Council Chambers, 510 N. Baker Street, Mount Dora, Florida 32757.

SECTION 4. Certified Copies. Certified Copies of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Lake County, Florida.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the adoption of the proposed millage rate for the fiscal year 2022-23 budget, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 19th day of July 2022.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

~~JESSICA BURNHAM~~
~~CITY CLERK~~
JEANANN HAND, DEPUTY CLERK FOR JESSICA BURNHAM

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

Sherry G. Sutphen
City Attorney

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

DATE: **August 16, 2022**

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

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

SUBJECT: Lobbyist Update

Introduction:

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

Discussion:

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

Budget Impact:

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

Strategic Impact:

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

Recommendation:

Data provided is informational.

Attachment(s):

1. Mount Dora July 2022 Report

Prepared by:	Merry Lovern , Executive Assistant	
Reviewed by:	Jessica Burnham, City Clerk	Approved - 8/1/2022
	Jeanann Hand, Deputy City Clerk	Approved - 8/1/2022
	Patrick Comiskey, City Manager	Final Approval - 8/10/2022

ATTACHMENT #1

July 27, 2022

City of Mount Dora
July Activity Report

Demographic Estimating Conference Summary

The Legislature's Office of Economic and Demographic Research met earlier this month and adopted a new population forecast for the state. The new estimates reflect the most recent demographic and economic-related data and trends.

The report stated, compared to the last conference, population for April 1, 2022 was only slightly increased (by 3,795) to 22,251,246. On a fiscal year basis, this reflects an overall increase in net migration that offset the negative natural increase. The negative natural increase was intensified by both fewer births and more deaths than previously forecast. Natural increase is expected to remain negative throughout the forecast horizon as deaths continue to outpace births. Overall, the forecast maintains the pattern that the Conference has long been expecting, with growth slowing modestly each year.

Between April 1, 2022 and April 1, 2027, population growth is expected to average 294,756 net new residents per year (808 per day), representing a compound growth rate of 1.29% over this five-year time horizon. These increases are analogous to adding a city about the size of Orlando every year.

Communications

- Patrick Comiskey/ Merry Lovern
    - Correspondence re Local Support Grant Program
    - DEP Grant Opportunities (7/13/22)
    - Resilient Florida Grant (7/13/22)
- Eric Raimundo, Legislative Assistant to Representative Truenow re Local Support Grants
- Ryan – Conversations with Rep. Truenow (7/19/22) (7/20/22)

Next Steps

- Continue to update Mount Dora on grant opportunities
- Continue to follow-up with DEO re Job Growth Application
- Recognize Truenow at Commission Mtg.
- Patrick/Truenow Lunch

Ryan Matthews/Angela Drzewiecki