



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
February 21, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Irish Heritage Month Proclamation 4
2. Friends of the Environment Awards
3. Mount Dora Fun Fact

PUBLIC COMMENT

- 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

CONSENT AGENDA

1. Request Approval of Agreement Between the City of Mount Dora and 120 Water Audit d/b/a 120Water Related to End to End Lead and Copper Compliance Program Solution 6
2. Request Approval to Waive the Facility Rental Fee for the Annual Lake Concert Band Event Which Benefits the Lake Cares Food Pantry 62

ACTION ITEMS

1. Request Authorization for the Mayor to Execute a Quitclaim Deed on Behalf of the City of Mount Dora, Transferring Property Back to Alysha Enterprises, Inc., and Acceptance of Easement Related to the Mount Dora Hotel Center Project 64

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval Final Reading (Adoption) of **Ordinance No. 2023-04**, Mount Dora Mixed Use for MK and AD Land Investments, LLC Final PUD (WBI-E District) 96
2. Request Approval of First Reading of **Ordinance No. 2023-05**, Amending Chapter 42, Sec 42-31, Parking Behind a Driveway 127

CITY MANAGER'S REPORT

1. Lobbyist Update 132

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Council Member Dennis Dawson
- 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

- March 7, 2023, 6:00 PM, Regular Session

- March 21, 2023, 6:00 PM, Regular Session
- April 18, 2023, 6:00 PM, Regular Session
- May 2, 2023, 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 THE 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.



PROCLAMATION

WHEREAS, by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and

WHEREAS, five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

WHEREAS, Irish Americans helped to fashion a system of government for our young Nation; and

WHEREAS, twenty-two Presidents have proudly proclaimed their Irish American heritage; and

WHEREAS, Irish born Commodore John Barry was recognized by the United States Congress in September of 2002 as the "First Flag Officer of the United States Navy;" and

WHEREAS, Commodore John Barry fought the last sea battle of the American Revolution off the coast of Florida; and

WHEREAS, the Irish first came to Spanish "*La Florida*" in the 1500s - first as missionaries and mercenary soldiers and then as planters, traders, businessmen, doctors and administrators; and

WHEREAS, three of the Spanish Governors of "*La Florida*" were actually Irish military officers; and

WHEREAS, Fr. Richard Arthur, an Irish-born priest from Limerick who was appointed parish priest for St. Augustine in 1597 and ecclesiastical judge of "*La Florida*," established the first public school in America and opened it to both boys and girls of all races; and

WHEREAS, Andrew Jackson, whose family came from County Antrim, served as Florida's military governor following its acquisition by the United States; and

WHEREAS, Irish descendant John P. Donnelly, a native of Pittsburgh, Pennsylvania, came to Mount Dora in 1879, built one of Mount Dora's most prominent historical buildings, led the effort to found the town of Mount Dora, and served as the town's first mayor; and

WHEREAS, it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans;

NOW, THEREFORE, I, Crissy Stile, Mayor of the City of Mount Dora, Florida, do hereby proclaim March 2023 as **IRISH AMERICAN HERITAGE MONTH**

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 21st day of February 2023.

Crissy Stile, Mayor



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

DATE: February 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Friends of the Environment Awards

Introduction: This is a presentation by the Mount Dora Friends of the Environment.

Discussion: Presentation only.

Budget Impact: There is no budget impact related to this item.

Strategic Impact: Effective Growth Management encompasses the encouragement of trees throughout the City. Friends of the Environment supports the planting of trees through their many established programs.

Recommendation: N/A

Prepared by: Jeanann Hand, City Clerk
Reviewed by:



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

DATE: February 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Agreement between the City of Mount Dora and 120Water Audit d/b/a 120Water related to End to End Lead and Copper Compliance Program Solution

Introduction:

This is a request to approve the agreement between the City of Mount Dora and 120Water to ensure compliance with the lead and copper rule revisions.

Discussion:

On June 10, 2021, the Environmental Protection Agency (EPA) issued a notice to all water utility providers in the nation about the new lead and copper revision rule. The new rules are much more stringent than before and place a greater burden on utilities as well as home owners.

The new requirements state that water utilities must identify all water service connections and their material types, such as lead, copper or other materials. The mapping of the water system connections and a verification of the known and unknown service line material plan must be completed and submitted to State and Federal regulators by October 16, 2024. Once this is completed, then the system's lead and copper compliance sampling plan can be developed to better target those areas of concern, as well as include child care and school facilities per new Federal requirements.

120Water has completed the surveys and work associated with this project in Florida and nationwide, and has worked with both the EPA and Florida Department of Environmental Protection for all plan and reporting needs. They have proprietary software that has been used by other agencies to pinpoint possible testing points to help cut back on costly field work associated with field surveys.

The City will retain ownership of all information and intends to utilize the data to continue the project in-house without the need for an outside contractor in the years to come.

Budget Impact:

The project will cost \$32,180.00 for the first year, and \$30,680.00 each year for the second and third years. There is no impact on the FY2022-23 budget.

Strategic Impact:

Continued compliance with the Environmental Protection Agency's lead and copper rules and regulations.

Recommendation:

City Council approve the agreement between the City of Mount Dora and 120Water.

Attachment(s):

1. Attachment #1 Mount Dora Scope
2. Attachment #2 Mount Dora FL
3. Attachment #3 Request-for-a-Sole-Source-Procurement-Form-09102021 signed
4. Attachment #4 Quote NB - City of Mount Dora - FL - LSLI
5. Agreement.120Water.Redline.SGS.v2.CLEAN - signed and notarized

Prepared by: Ethan Hand

Reviewed by: GEORGE MAREK, Interim Public Works Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 1/30/2023

Approved - 1/30/2023

Approved - 2/14/2023

Approved - 2/14/2023

Final Approval - 2/14/2023



Lead Service Line Inventory Scope Of Work

This Scope of Work is incorporated in the agreement between 120 Water Audit, Inc., and **The City of Mount Dora**. Deliverables : The “Works,” as defined in the Agreement, comprise the deliverables stated in this SOW for each phase.

Goal: Define and execute a plan to comply with the revised Lead and Copper Rule, including developing an inventory, categorized by customer address, for The City of Mount Dora with fully known SL material information. Available in 120Water Platform and ArcGIS-compatible format (via 120Water-Esri Connector), and provide water quality lead and copper sampling services.

Inventory Development Methodology:

There are 7 separate phases to developing a full LSLI. They are:

- 1) Program Start and Customer Alignment
- 2) Data Investigation and Submission
- 3) Data Analysis
- 4) Preliminary Findings and Software Alignment
- 5) Software Import and Training
- 6) LSLI Verification Strategy
- 7) LSLI Verifications

Further information on each of these phases, along with a general timetable to complete, can be found below.

Phase 1: Program Start and Customer Alignment (1-2 weeks) | The purpose of this program stage is for the 120Water and The City of Mount Dora teams to initiate the lead service line inventory (LSLI) program and align on program expectations

- Customer Kick-Off Meeting: the 120Water team will host an introductory meeting to establish the cross-functional Program Team and confirm roles and responsibilities. The session will also establish the program approach including success metrics and project timelines, and the cadence of program reviews, client updates, and any additional The City of Mount Dora goals and expectations
- Deliverable(s): Document containing metrics, timelines, and roles and responsibilities.

Phase 2: Data Investigation and Submission (4-6 weeks) | The purpose of this program stage is for the 120Water team to identify, review, document, and collaboratively understand the existing data source(s) and systems.

- Data Investigation Call with 120Water LSLI Lead Program Consultant: The 120Water team will schedule a guided review meeting with The City of Mount Dora to identify sources of data the 120Water team can use to build out a preliminary lead service line inventory. Common data sources include:
 - GIS records
 - Billing system records
 - Work order system record
 - Paper reports, tap cards, as-builts, etc.

- Recent capital projects

- Data Request: After the Data Investigation Call, the LSLI Lead Program Consultant will submit a formal data request to The City of Mount Dora. The data request will outline the specific sources of data the 120Water team will need to analyze in order to identify all service locations, identify or rule-out sources of lead, and prioritize and strategize for lead service line inventory and replacement efforts.
- Data Submission: 120Water will review all submitted data sources. Once all data is submitted, the 120Water team will determine the best analysis approach to bring the data together into a single data set that reflects all service line locations and associated attributes.
 - ESRI Partnership Solution: Since The City of Mount Dora will have the ability to visualize data in ArcGIS Online (AGOL), 120Water will set up The City of Mount Dora specific AGOL environment for data submission. 120Water will update the AGOL environment with preliminary inventory findings and continued inventory updates from the 120Water platform, as The City of Mount Dora progresses through their lead service line inventory program
- Deliverable(s): Data requests, data analysis plan options

Phase 3: Data Analysis (4-8 weeks) | The purpose of this program stage is to combine all submitted data to develop a preliminary, location-based lead service line inventory that includes EPA complaint service line material categorizations for all identified service lines. The aim is to use existing client data to identify locations, and use the data to rule out potential sources of lead.

- Initiate Analysis: The 120Water data analysis team will conduct a thorough review of the submitted data, to ensure all data fields are understood and data integrity is maintained.
- Build Records-Based Inventory: The 120Water data analysis team will clean and combine all appropriate data sources into a single service line inventory dataset. The final dataset in this stage will include service line locations and material type categorizations for each identified service line in the distribution network, as well as all associated location and service line attributes.
- Note: Should The City of Mount Dora have records of lead service lines within the system, The City of Mount Dora may then choose to use a data science driven selection approach to identify a statistically-driven selection of locations (*less than 400 service connections*) for physical field verification (not included in scope). 120Water will use the verification results as the basis for lead service line probability predictions. This approach may require additional investment from The City of Mount Dora chosen (or 120Water Service Partner) field services firm to execute potholing/hydrovacating/home inspections.
- Deliverable(s): Dataset containing the information described above in this phase.

Phase 4: Preliminary Findings and Software Alignment (2-4 weeks) | The purpose of this program stage is to deliver the results of the preliminary inventory, and gather any additional feedback from the client to support inventory development—both in terms of reviewing the inventory itself and ensuring the 120Water platform sets the client up for success in long-term inventory management.

- Preliminary Findings Session: The 120Water team will meet with The City of Mount Dora to deliver the preliminary inventory findings. The session will cover a discussion of service line locations, material type associations, the number of service lines the 120Water team was able to categorize as non-lead, geographic trends, etc.

- Data Verification: Using the findings the 120Water team will work with The City of Mount Dora to determine if additional data is required to inform the inventory.
- Software Alignment: During the session, the 120Water team will propose the methodology for customizing the 120Water platform to meet The City of Mount Dora needs (e.g., customization data fields, location and service line identifiers, prioritization set-up, etc.).
- Additional Data Incorporation: If The City of Mount Dora submits additional data to be incorporated into the lead service line inventory, 120Water will process the data and integrate the new information into the preliminary inventory.
- Deliverable(s): Report of preliminary inventory findings, configuration documentation.

Phase 5: Software Import and Training (2-4 weeks) | The purpose of this program stage is to introduce The City of Mount Dora to their data in the software, and train The City of Mount Dora team on how best to use the software for continued inventory management.

- Software Configuration: Setup and configure 120Water platform software account and setup user(s) account(s)
- Inventory Software Import: Import the prepared data (*and/or*) use client's existing records into the 120Water software
 - Note: If The City of Mount Dora does elect to use the Lead Service Line Probability Finder (predictive model), the 120Water data analysis team will run the model to assess service lines that have the highest probability of containing lead. The preliminary inventory will need to contain sufficient data on SL locations in order to run the model. If the preliminary inventory does not contain the necessary data, 120Water will determine the best path to getting enough observations with The City of Mount Dora.
- Software Training: The 120Water team will train The City of Mount Dora user(s) on the 120Water software platform using The City of Mount Dora's data. During this session, the 120Water team and the client will discuss current data systems and processes and provide guidance on using 120Water platform for long-term LSL management
- AGOL Training: the 120Water team will also train The City of Mount Dora users on the use of The City of Mount Dora specific 120Water-AGOL environment.
- Deliverable (s): Supporting documentation from training sessions

Phase 6: Lead Service Line Inventory Verification Strategy (1-2 Weeks) | The purpose of this program stage is to strategize with The City of Mount Dora on how best to proceed with verifying the material types of service lines that are categorized as Unknown in the lead service line inventory.

- Establish the Prioritization Team: the 120Water team will meet with the client to determine the key decision-maker who will own the prioritization and scheduling
- Hold Prioritization and Verification Workshop: The 120Water team and the Prioritization Team will work through inventory findings, prioritization metrics, geographic considerations, neighborhood information, and other details to define the method for organizing ongoing inventory efforts. In addition, both teams will discuss and strategize verification methods that are best suited to support inventory efforts. Additional 120Water offerings include:
 - Customer LSLI Postcard or Letter Survey Campaigns
 - Lead Check Swab Kits + Customer LSLI Postcard Survey Campaigns
 - Physical Field Validation Checks
 - Sampling

- Initiate and Continue Inventory Efforts: The City of Mount Dora will continue leveraging 120Water software to keep the LSLI updated.
- Continuous Inventory Review: Review the LSLI for compliance throughout the inventory process to ensure the lead service line inventory meets state and federal requirements
- Deliverable(s): Validation plan document

Phase 7: Lead Service Line Inventory Verification (varies) | The purpose of this program stage is to execute on the strategies decided upon during the Verification Strategy phase. The City of Mount Dora team will have the option to use 120Water or 120Water Partner services to execute the chosen Verification Strategies, or perform those methods internally. In either case the 120Water Platform will serve as the database of record for all Service Line material updates, and the Platform will deliver that data back to The City of Mount Dora's GIS via the 120Water-Esri Connector.

- Deliverable(s): data produced by the platform.



120Water™

Lead and Copper Rule Compliance

1.10.23

Mount Dora, FL

Foundation for achieving LCRR compliance



Service Line Inventory
Location-based



School & Childcare
Facility Sampling



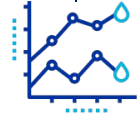
24-Hour Notice
Triggered Communication



Replacement
Sampling & Filters



"Find & Fix" Provision
Retest & Remediate



Action & Trigger Level
15 ppb vs 10 ppb

Key Dates

December 16, 2021

LCRR Effective Date
February 21, 2023 City Council Regular Session Agenda

October 16, 2024

LCRR Compliance Date

Prior to October 16, 2024

EPA Finalizing Lead and
Copper Rule Improvements
(LCRI)

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Centralized access to the right information,
for the **right person, at the right time**

Path to Compliance

Foundation:



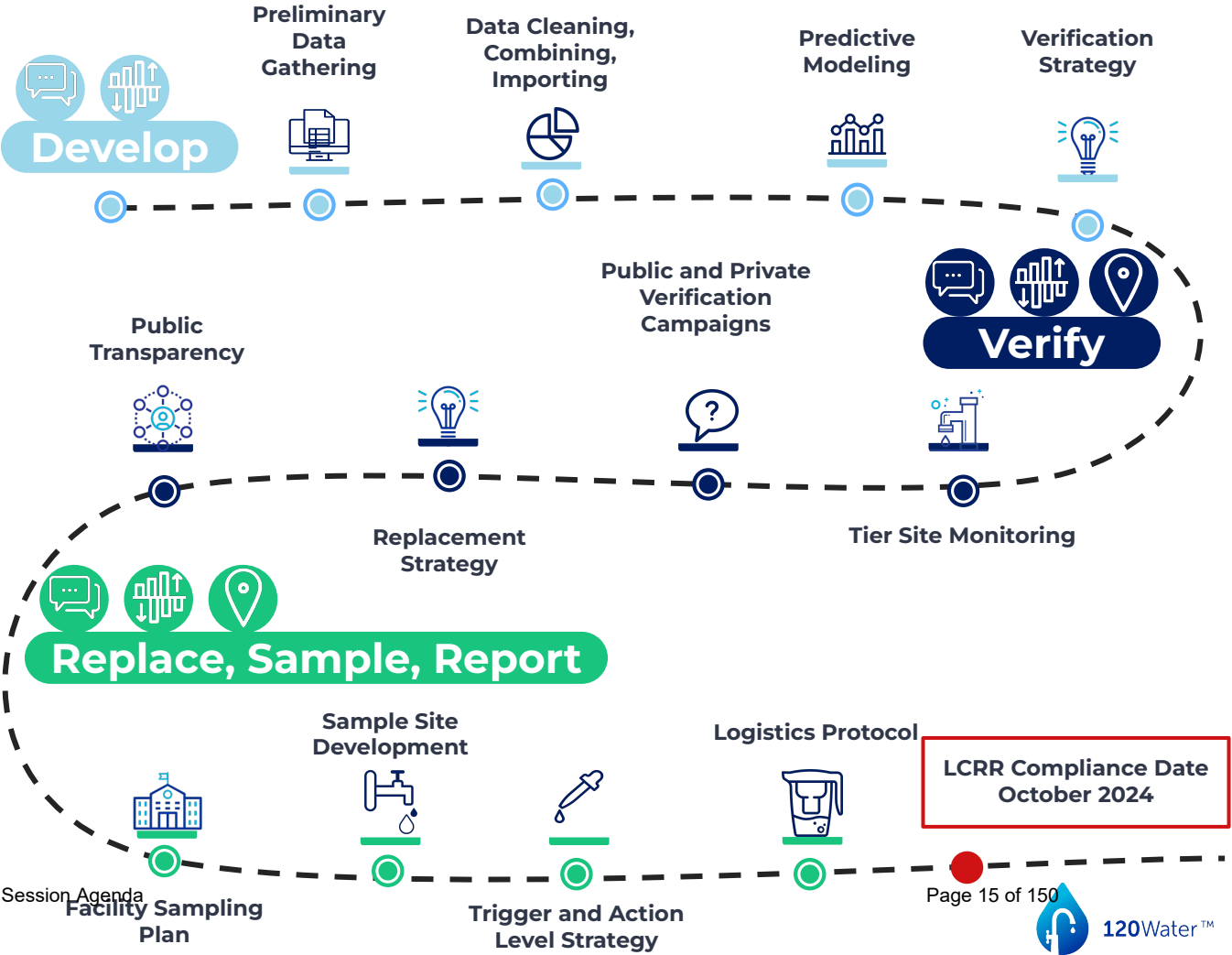
Communications Management



Data Management



Sample, Verification, and Filter Kit logistics



Get Started

LCRR playbook for
distribution systems that
likely **have lead**

Develop

1. **Develop Preliminary Inventory**
 - a. **Gather, digitize, and clean existing SL data**
 - b. **Include inventory of schools & daycares**
2. Create Customer Engagement Strategy
3. *Run Predictive Model*

Verify

4. Verify Preliminary Inventory
 - a. Verification planning/prioritization
 - b. *Execute private-side field projects*
 - c. *Execute public-side field projects*
 - d. *Re-run Predictive Model*
 - e. Create Replacement Plan
5. Provide Public Transparency Dashboard

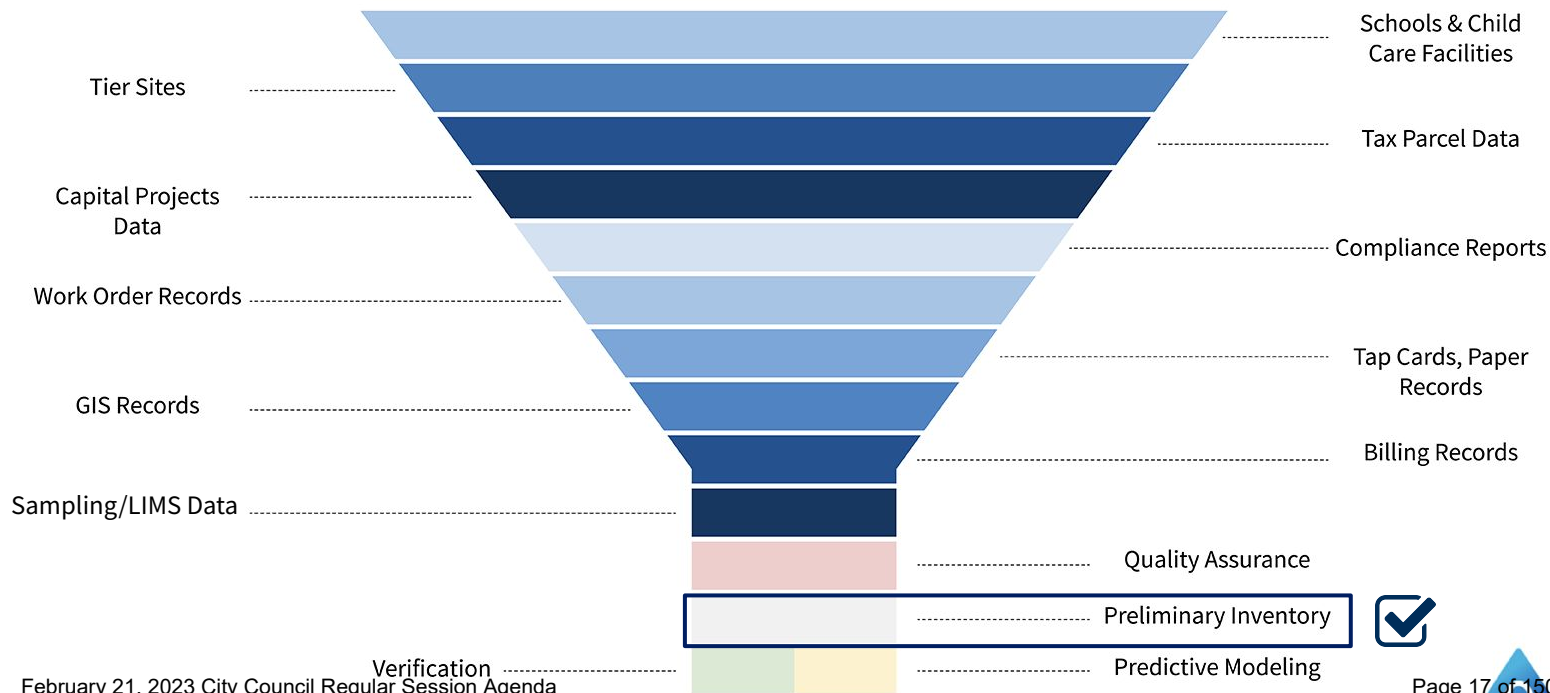
Replace, Sample, Report

6. Pitcher/Filter Program
7. Sampling
 - a. Replacement monitoring
 - b. 1st and 5th Liter Compliance Monitoring
8. Manage Schools & Daycares Sampling
9. Report (as necessary) to Primacy Agency

Preliminary Inventory Development

Develop

Create your inventory, regardless of starting place



120Water™

Get started

LCRR playbook for
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Customer Engagement Strategy

Develop

Planned, Proactive, Positive

Automated and triggered communications

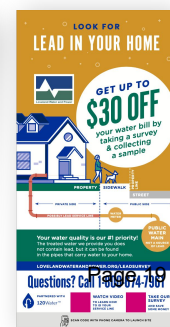
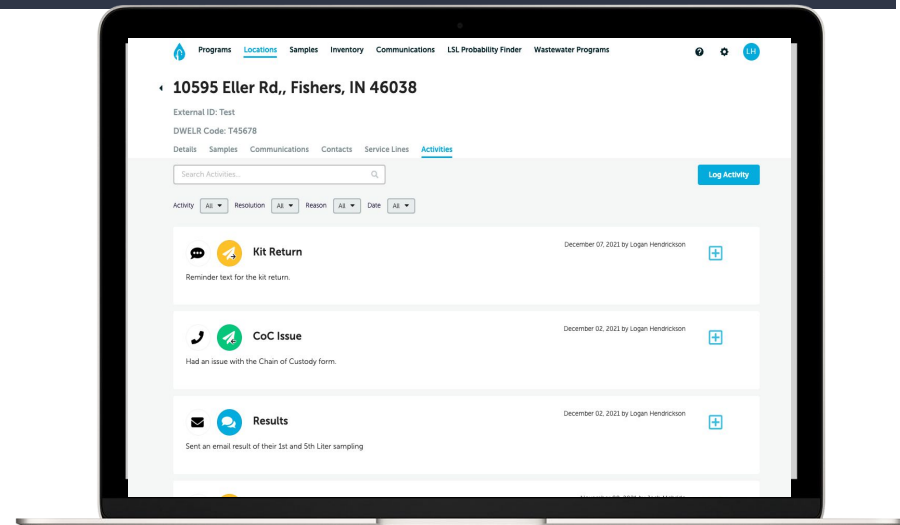
- Automatically generate and send templated notices anytime and anywhere they are needed.
- Engage with one location or the entire distribution system with a few clicks.

End-to-end activity tracking

- See history of all communications and activities with customers by location.

Custom postcards and surveys

- Provide an engaging and positive brand experience.



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How do I get started?

LCRR playbook for distribution systems that likely **have lead**

Develop

1. Develop Preliminary Inventory
 - a. Gather, digitize, and clean existing SL data
 - b. Include inventory of schools & daycares
2. Create Customer Engagement Strategy
- 3. *Run Predictive Model***

Verify

4. Verify Preliminary Inventory
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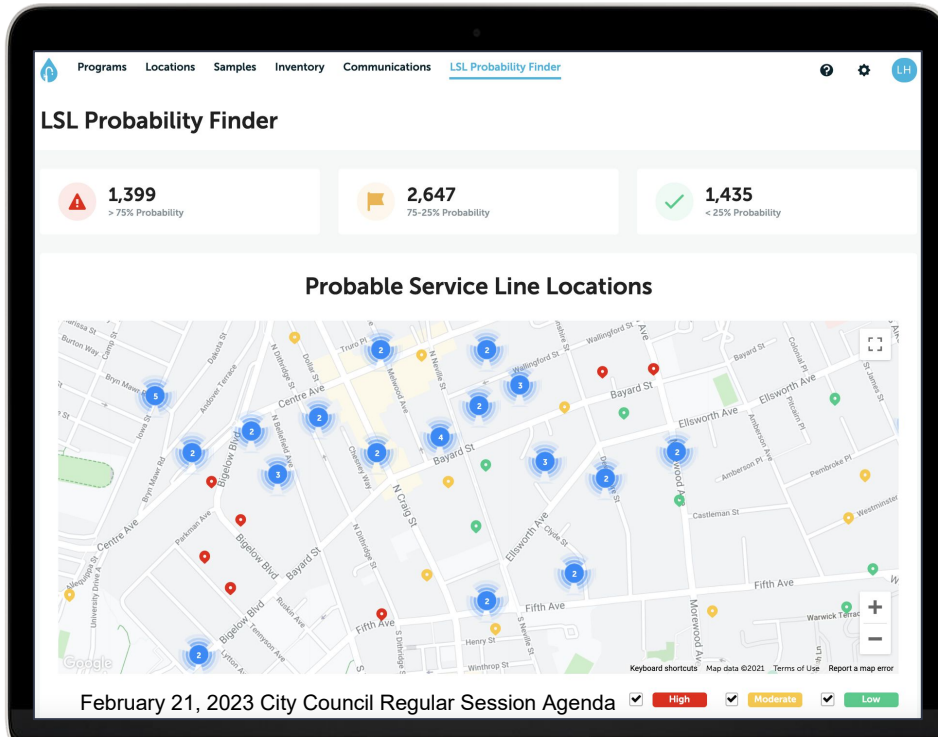
Replace, Sample, Report

- 6. Pitcher/Filter Program**
7. Sampling
 - a. Replacement monitoring
 - b. 1st and 5th Liter Compliance Monitoring
8. Manage Schools & Daycares Sampling
9. Report (as necessary) to Primacy Agency

Predictive Modeling

Develop

Continue to build and validate your inventory with speed, accuracy, and efficiency



 Verified Lead	01/10/2021	Unknown	Lead
 38%	08/08/2021	Unknown	No Lead
 57%	08/08/2021	Unknown	Unknown
-	-	PVC	PVC
 68%	08/08/2021	Unknown	Unknown
 10%	08/08/2021	Unknown	Unknown
 Verified Lead	01/10/2021	Unknown	Lead

How do I get started?

LCRR playbook for distribution systems that likely **have lead**

Develop

1. Develop Preliminary Inventory
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 - e. *Create Replacement Plan***
5. Provide Public Transparency Dashboard

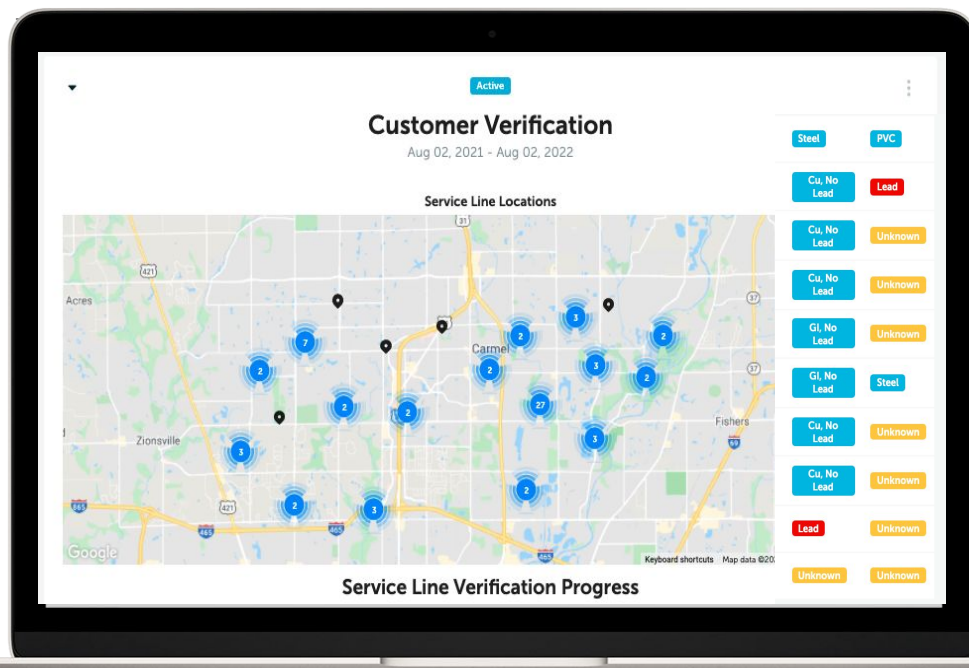
Replace, Sample, Report

- 6. Pitcher/Filter Program**
7. Sampling
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9. Report (as necessary) to Primacy Agency

Verification Workflow Management

Verify

Track every step of the verification process



Service Line:

In Service

Edit Details

Delete

Verified Status

Verified Date

Verified Lead

07/07/2021

Public Line

Material

Cu, No Lead

Installed Date

03/04/1993

Verification Date

05/12/2021

Diameter (in)

--

Verification

Records

Verified By

Roger M.

Removal Date

--

Depth (in)

--

Fittings

Lead Fittings

Unknown

Verification

--

Verified By

--

Verification Date

--

Private Line

Material

Lead

Installed Date

--

Verification Date

07/07/2021

Diameter (in)

--

Verification

Visual - Swab

Verified By

Tony R.

Removal Date

--

Depth (in)

--

Private-side Verification

Verify your *customer owned* inventory efficiently

Lead check swabs | Customer survey postcards

- Easy to use with clear instructions
- Customers digitally submit results in minutes
- Data is automatically imported into the software



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Verify

Using Lead Check Swabs

Your local water utility is working hard to identify possible lead sources and we need your help!

These swabs are a quick and easy way to identify lead in your home's plumbing. As a participant in this assessment you were provided 2 swabs to apply to two locations in your home.

1. The Service Line
2. Interior plumbing with solder

REMEMBER: 1 Swab per location – DO NOT rub on more than one (1) location

Watch our video to learn how to find these! Visit 120water.com/lead-check or scan the QR code.



FOLLOW THESE THREE SIMPLE STEPS TO LOOK FOR

STEP 1: If available, use sandpaper to scrub the metal surface you want to test. Wipe the surface

STEP 2: Crush the swab on the A and B marks (See Figure 1). Turn the swab tip-side-down and

STEP 3: Gently squeeze the tube while lightly rubbing the surface you are testing (See Figure 2). Rub for 30 seconds. Swabs must be used within two minutes.

No Lead: If the tip remains **YELLOW**, verify your negative results by squeezing a drop onto the test confirmation card. (See Picture 1)

Lead Pipe: The tip will turn **PINK** or **RED** if lead is present. (See Picture 2)

Lead Solder: If you are testing lead solder, the tip may turn **PINK** or **RED** first, and turn **PURPLE**. This is caused by the presence of tin.



EXAMPLES: Image 1 depicts a lead-free certified bronze elbow. Image 2 depicts a lead solder joint. Lead check swabs confirmed expected results for both plumbing components.

PLEASE KEEP IN MIND:

- Swabs cannot be used to test water but you can use them on toys or ceramics if you do not have solder to test.
- Use one swab per surface and do not rub an individual swab on more than one metal surface.

The letter contained in this kit will provide you with instructions and a link to report your findings.

Survey:

Street Address, Apt # (if applicable), City, State, and Zip Code where sample will be collected:

Customer Name: _____

Primary Phone: _____

Email Address: _____

LCR Participation:

- ☐ Yes, I would like to participate in the Lead and Copper Program.
- ☐ No, Please take me off the list at this time.

Structure Type (Check one)

- ☐ Single Family Home
- ☐ Multi Family Home (ex: Duplex, Apartment building)
- ☐ Other Buildings: Explain below: _____

Year of Construction (Check one)

- ☐ If exact year is known, enter: _____
- ☐ After 1988
- ☐ July 1986 – December 1988
- ☐ January 1983 - June 1986
- ☐ Before 1983
- ☐ Unknown

Plumbing (Check all that apply)

- ☐ Lead pipe
- ☐ Copper pipe without Lead Solder
- ☐ Copper pipe with Lead Solder
- ☐ Galvanized pipe
- ☐ Plastic pipe
- ☐ Original Plumbing has not been replaced
- ☐ Other: Explain below: _____

In-home Water Treatment Device (Check all that apply)

- ☐ None
- ☐ Water Softener
- ☐ Reverse Osmosis
- ☐ Whole house filter
- ☐ Filter at sink faucet
- ☐ Other: Explain below: _____



120water™

120water

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Location Record

Service Line Details



Wholistic
location-based view



Track to relevant
programs and
events



Add material and
asset-specific details



Add photos

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Programs

Locations

Samples

Inventory

Communications

LSL Probability Finder



1043 Ridge Ct, Carmel, IN 46033

External ID: 179

Details

Samples

Communications

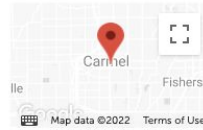
Contacts

Service Lines

Activities

+ Add Asset

External ID: 289



39.9737165, -86.1116975

Program

[Lead and Copper Rule](#)

Event

[LCR - 2021](#)

Service Line: 289

In Service

Edit Details

Delete

Verified Status

Verified Date

Verified Lead

01/04/2022

Public Line

Material

Verification

Lead

Visual

Installed Date

Verified By

--

JJ

Verification Date

Removal Date

01/04/2022

--

Diameter (in)

Depth (in)

--

--

Fittings

Lead Fittings

Unknown

Verification

--

Verified By

--

Verification Date

01/24/2021

Private Line

Material

Verification

Cu, No Lead

Modeling

Installed Date

Verified By

--

--

Verification Date

Removal Date

01/10/2021

--

Diameter (in)

Depth (in)

--

--



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How do I get started?

LCRR playbook for distribution systems that likely **have lead**

Develop

1. Develop Preliminary Inventory
 - a. Gather, digitize, and clean existing SL data
 - b. Include inventory of schools & daycares
2. Create Customer Engagement Strategy
3. *Run Predictive Model*

Verify

4. Verify Preliminary Inventory
 - a. Verification planning/prioritization
 - b. *Execute private-side* field projects
 - c. *Execute public-side* field projects
 - d. *Re-run Predictive Model*
 - e. Create Replacement Plan
5. **Provide Public Transparency Dashboard**

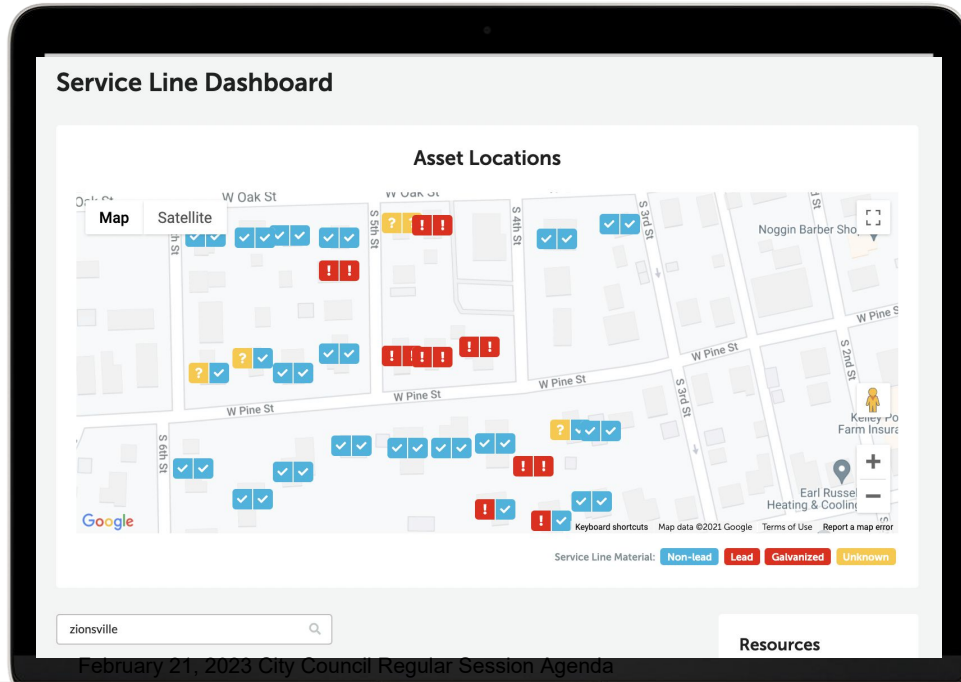
Replace, Sample, Report

6. Pitcher/Filter Program
7. Sampling
 - a. Replacement monitoring
 - b. 1st and 5th Liter Compliance Monitoring
8. Manage Schools & Daycares Sampling
9. Report (as necessary) to Primacy Agency

Public Transparency Dashboard

Verify

Build trust and stay compliant with ease



Showing 10 of 31 Assets			
Address	Public / Private	Updated Date	
151 Augusta Street, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021	
25 Primrose St., Pawnee, IN 62558	Non-lead Non-lead	05/05/2021	
251 Levee Drive, Pawnee, IN 62558	Lead Lead	05/05/2021	Sampling Performed
308 High Ridge Court, Pawnee, IN 62558	Non-lead Unknown	05/05/2021	
38 Edgefield Rd, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021	
58 Lower River Dr., Pawnee, IN 62558	Non-lead Lead	05/05/2021	
60 Ridge St., Pawnee, IN 62558	Unknown Unknown	05/05/2021	
64 N. Mechanic Road, Pawnee, IN 62558	Non-lead Non-lead	05/05/2021	
64 Trenton St, Pawnee, IN 62558	Lead Lead	05/05/2021	
657 S. Blackburn Ave., Pawnee, IN 62558	Lead Lead	05/05/2021	

The screenshot displays the ArcGIS Connector web application. On the left, a map of Brownsburg, IN, shows numerous orange dots representing service line locations. A popup window titled "Service Line Materials" is open, showing details for a specific location. On the right, a detailed view of a service line for "8500 Lockerbie Dr, Brownsburg, IN 46112" is shown, including a map of the location and a table of service line details.

Service Line Materials

Account ID	573667
Address	8500 Lockerbie Dr, Brownsburg, IN, 46112
Utility Material	Copper - COP
Utility Side Verified	Yes
Utility Install Date	2/7/1991, 11:00 AM
Utility Verification Date	2/7/1991, 11:00 AM
Customer Material	Lead - LP
Customer Side Verified	Yes
Customer Verification Date	12/9/2021, 8:00 AM
Zoom to	

8500 Lockerbie Dr, Brownsburg, IN 46112

External ID: 367

Details Samples Communications Contacts **Service Lines** Activities

External ID: 477

Service Line: 477 **In Service**

Public Line

Material	Verification
Cu, No Lead	Records
Installed Date	Verified By
02/07/1991	John Bernstein
Verification Date	Removal Date
02/07/1991	--
Diameter (in)	Depth (in)
1"	36"

Fittings

Lead Fittings
No
Verification
Records
Verified By
John Bernstein
Verification Date
--

Private Line

Material	Verification
Lead	Visual
Installed Date	Verified By
--	Tom Smith
Verification Date	Removal Date
12/09/2021	--
Diameter (in)	Depth (in)
1"	36"

Steps from here

Current Process & Plan

Evaluate & Validate Solutions

Proposal

Procurement & Contract

Kick-off & Implementation

February 21, 2023 City Council Regular Session Agenda



Filter Data

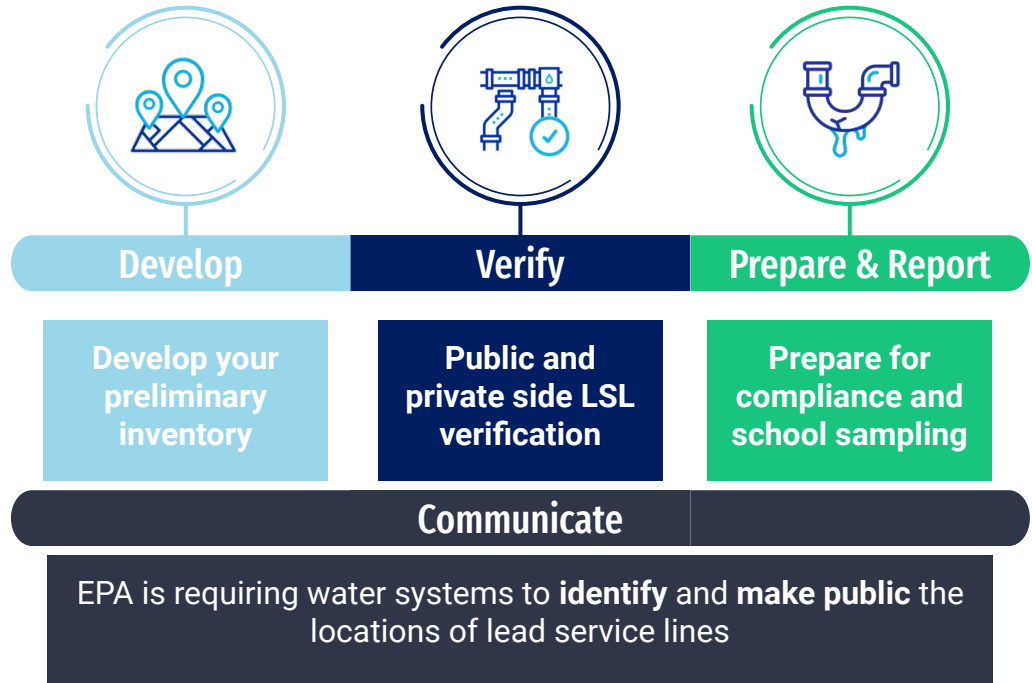
	Tier	Programs	Events	Public	Private
77	2	LCR Sampling Pawnee	LCR 2021	No Lead	Copper
IN 46077	2	LCR Sampling Pawnee	LCR 2021	PVC	PVC
46077	1	LCR Sampling Pawnee	LCR 2021	Unknown	Lead
46203	1	LCR Sampling Pawnee	LCR 2021	Lead	Lead
IN 46077	2	LCR Sampling Pawnee	LCR 2021	Copper	Copper
IN 46077	2	LCR Sampling Pawnee	LCR 2021	No Lead	PVC
Pawnee, IN 46077	3	LCR Sampling Pawnee	LCR 2021	PVC	PVC
Cedar St, Pawnee, IN 46077	1	LCR Sampling Pawnee	LCR 2021	No Lead	Lead
720 W Oak St, Pawnee, IN 46077	2	LCR Sampling Pawnee	LCR 2021	PVC	Copper

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?

Service Line Inventory

“Public Water Systems must develop a preliminary inventory of both **public and private** side service lines within 3 years of final rule publication.”



120Water Suite

Easy to use **Software**
Full-service logistics for **Kits**
Expert guidance & **Services**

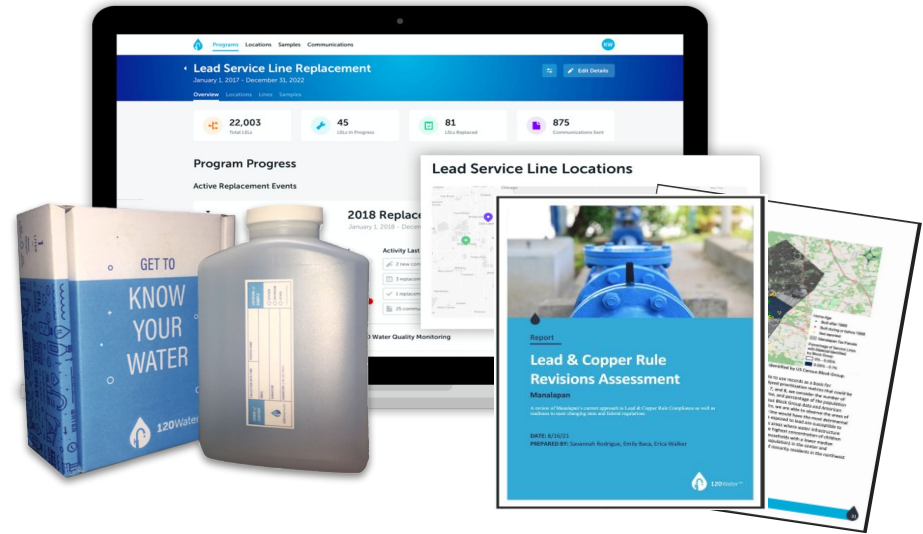


250+ PWS in 30 States



12+ State agency school/daycare
sampling programs

February 21, 2023 City Council Regular Session Agenda



Replace, Sample, Report

Verify

Develop

Communication, Workflow, Data mgmt

120Water Platform

The 120Water Platform

An integrated solution that helps you navigate every step of the Lead and Copper Rule, adding ease and efficiency to your programs and allowing you to confidently achieve compliance.

SOFTWARE

Data Management | Workflow Management | Communication Management | Logistics Management

Sampling | Testing | Kit Tracking

Remediation | Field Tech Management

Communications | Workflows | Notifications

Contacts | Lists | Search | Activities | Documents | Photos

Reporting | Dashboards | Insights

Custom Fields | Configuration | User Roles | Account Management

Predictive Modeling

Public Transparency Dashboard

DATA

Data Stream Integration Engine (OpenAPI, EDD Connect, IoT/SCADA/App Connectors)

Lab & Testing Data

IoT Devices

Data Connectors

KITS

1st and 5th Liter Water Testing Kits

Private-side Verification Kits

Pitcher Filter Kits

SERVICES

Program Consulting & Full-service Execution

Partner Network & Lab Services

Program Funding

Strategy & Design

Remediation & Field

Tap Card Digitization

Customer Support

Data & Reporting

The 120Water Platform

An integrated solution that helps you navigate every step of the Lead and Copper Rule, adding ease and efficiency to your programs and allowing you to confidently achieve compliance.

SOFTWARE

Data Management

Workflow Management

Communication Management

Logistics Management

KITS

End-to-end logistics management

The right kit for every program

1st and 5th Liter
Water Testing Kits

Private-side
Verification Kits

Pitcher Filter Kits

Custom-branded packaging

SERVICES

Program Consulting & Full-service Execution

Strategy & Design

Program Funding

Lab services

Remediation & Field

Partner Network

Customer Support

Data & Reporting

February 21, 2023 City Council Regular Session Agenda



City of Mount Dora

Request for a Sole Source Procurement

NOTE: This form is to be used for items that are available from only one source and there are no alternates. Forward to the Purchasing Department thirty (30) days prior to actual need.

Date Submitted: January 11, 2023 Requesting Division/Department: Water/Wastewater

Contact Person: Josh Kramm Telephone Number: x. 1828

Commodity / Service Request: End to End Lead & Copper Compliance Program Solution

Describe the commodity or service and its function: A cloud based tech platform providing services to manage full life cycle of water testing programs at the point of use. The platform runs the full lifecycle of drinking water voluntary and compliance programs, including Lead and Copper Rule, Lead Service Line Inventory, Lead Service Line Replacement, Facilities Sampling, Pitcher/Filter Distribution, and Wastewater Monitoring.

Cost of Commodity or Service: \$ 1500 one time implement fee & \$30,680 annually for year 1-3.

Vendor Name: 120Water Contact Name: Samantha Biltcliffe

Address: 250 S Elm Street City/State/Zip: Zionsville IN 46077

Contact Phone Number: (508)-642-0444 Contact E-Mail Address: samantha@120water.com

Initial below:

This purchase is clearly and legitimately limited to a Sole Source because the commodity or service is:

Item(s) are available from only one source and there are no alternates: JPK
Initials

Attach vendor documentation certifying that the vendor is the only source for the commodities or services in question or holds the production, copyrights, trademark, and/or patent to the item.

Check the following statement(s) that apply:

- ☐ The vendor holds the exclusive distribution rights for the item in question.
- ☐ Vendor documentation attached.
- ☐ The item to be purchased is the only item compatible with existing equipment owned by the City.
- ☐ Vendor documentation attached.
- ☒ The vendor is the sole provider of the goods or services which have unique characteristics essential to the needs of the program to perform the intended function and no other goods or service will be suitable for use by the City.
- ☒ Vendor documentation attached.

Rev: 04/26/18

What steps were taken to verify that these features are not available elsewhere?

☐ Other brands/manufacturers were examined (please list names, phone numbers, and explain why they are not suitable for use by the City. Attach additional pages as necessary): _____

☐ Other vendors were contacted (please list names, phone numbers and explain why those contacted would not meet the needs of the City. Attach additional pages as necessary): _____

☒ State why this is the only source for the required commodity or service (attach additional pages as necessary): Due to propitiatory softwear it was determent to go out to sole source advertisement by our

Finance /Purchasing Dept. under their guidance as well as the company's national and local experiecne.

.....
I certify that to the best of my knowledge, this request is a sole source and the information provided herein is accurate and truthful.

Joshua P Kramm
Requester's Signature

1/11/2023
Date

George Marek
Office Head/Department Director's Signature

1/27/2023
Date

For Purchasing Use Only

Date Received in Purchasing: _____ **Purchasing Department Tracking Number:** _____

Requesting Department: _____

Commodity / Service Request: _____

Purchasing Manager: _____

Verified that this request is the only source. Yes ☒ No ☐

Is Council Approval Required? Yes ☒ No ☐

Was this Procurement Posted on the Internet? Yes ☒ No ☐

(Advertise for no less than 10 business days)

Comments: Issued RSS and received no response to the posting.

Rita K. Meade

Digitally signed by Rita K. Meade
Date: 2023.01.27 11:01:46 -05'00'

Finance Director Signature

Date

Approved ☐

Denied ☐

NOTE: Section 838.22 Florida Statutes, it is unlawful (second degree felony) for a public servant with corrupt intent to obtain a benefit for any person (company) or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. **Page 2 of 2**



120Water

NB - City of Mount Dora - FL - LSLI

City of Mount Dora - FL

900 N. Donnelly St., -
Mount Dora, FL 32757
United States

Reference: 20230110-154829301

Quote created: January 10, 2023

Quote expires: April 10, 2023

Quote created by: Samantha Biltcliffe

samantha@120water.com

James Klein

kleinj@ci.mount-dora.fl.us
352-735-7151 ext. 1817

Comments from Samantha Biltcliffe

Products & Services

Item Name	Billing Frequency	Term (months)
Expert - Public Water System	Annually	36
Implementation		36
Professional Services (Assist)	Annually	36

Subtotals

Annual subtotal	\$30,680.00
One-time subtotal	\$1,500.00
Total	\$32,180.00

Purchase terms

Fees are due net 30 days from the invoice date.

Invoice Terms:

Billing Street Address:

Billing City:

Billing State:

Billing Zip Code:

Billing Country:

Billing Notes (if applicable):

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me



Samantha Biltcliffe

samantha@120water.com

120Water

250 S Elm St

Zionsville, IN 46077

US

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and 120 WATER AUDIT, INC. d/b/a 120WATER, 250 South Elm Street, Zionsville, Indiana 46077, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, pursuance to the City of Mount Dora Purchasing Policy, Policy 3.4-1(G), the CITY may procure products and services from a single source provider without following a competitive solicitation process; and

WHEREAS, on January 11, 2023, the CITY properly posted its notice of intent to award a single source procurement through SS# 23-UT-007; and

WHEREAS, the CITY has determined that the CONTRACTOR is a single source provider and is qualified to provide the desired services set forth herein to the CITY; and

WHEREAS, the CITY has determined that it is in its best interest to enter into an agreement with the CONTRACTOR for End to End Lead and Copper Compliance Program Solution; and

WHEREAS, the parties hereto have agreed to the terms and conditions set forth herein.

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of three (3) years beginning on the date of execution by the CITY.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** attached hereto. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the CITY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent

applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. **STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. **COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To

the extent of any conflict between **Exhibit “B”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR 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. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR 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:
 - 1. AUTOMOBILE: Combined Single Limit: \$1,000,000 per accident,
 - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 - 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
 - 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,

5. 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.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. 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.
- C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.
- D. 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, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and

direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the CITY upon reasonable request.

- G. 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. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

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

CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM

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

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. 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 CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. **APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. **COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. **INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like based on any claims by third parties. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all such third-party claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals 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. t In the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR 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 CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. **BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY other than in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of CONTRACTOR'S assets or equity, provided that if the assignee or transferee cannot provide the CITY with adequate written assurances of performance reasonably acceptable to the CITY, the CITY may terminate this Agreement.

SECTION 22. **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. 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 23. **WAIVER.**

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

SECTION 24. **NOTICE.**

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

CITY: City of Mount Dora
 Attention: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32756

CONTRACTOR: 120 Water Audit Inc., d/b/a 120Water
 250 South Elm Street
 Zionsville, Indiana 46077

SECTION 25. **MODIFICATION.**

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

SECTION 26. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. **ADMINISTRATIVE DOCUMENTATION CONFLICT.**

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

SECTION 28. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. **PUBLIC ENTITY CRIMES.**

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

SECTION 30. **JOINT AUTHORSHIP.**

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

SECTION 31. **EQUAL OPPORTUNITY EMPLOYER.**

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

SECTION 32. **AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR, for a period of 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 CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. 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 the 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. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 35. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

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

SECTION 36. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 37. CONFIDENTIALITY.

CONTRACTOR understands and acknowledges that the CITY is a Florida governmental entity which is subject to the Public Records Act, Florida Statutes, Chapter 119. The CITY understands that CONTRACTOR has Confidential Information which is a trade secret and, therefore, exempt from disclosure under Florida’s Public Records Act. Such information is related to the SaaS Services or the software, Order Forms, pricing, technology or content underlying the SaaS Services, or relating to any other of 120Water’s or its business partners’ products or services (including any beta version of a service), software, technology, customers, business plans, and other business affairs. The CITY agrees not to disclose or use any such Confidential Information for any purpose outside the scope of this Agreement, which is clearly marked as “CONFIDENTIAL NOT SUBJECT TO DISCLOSURE”, except with the CONTRACTOR’S prior written permission or if required by applicable law or judicial order. If the CITY is compelled by law an order issued by a judge or public competent authority to disclose such Confidential Information, it shall provide the CONTRACTOR with prior notice of such compelled disclosure (to the extent legally permitted). This Confidentiality obligation as shall remain in force and effect at all times during this Agreement, and for a period of (5) years after termination or expiration of this Agreement.

SECTION 38. ADDITIONAL PROVISIONS.

The additional provisions set forth in **Exhibit “C”** attached hereto are incorporated herewith and to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of Exhibit “C”, the terms and conditions of this Agreement shall prevail.

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

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

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

Jeanann Hand
City Clerk

Sherry G. Sutphen
City Attorney

CONTRACTOR

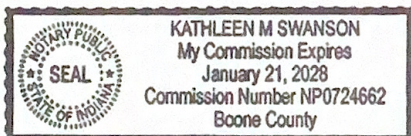
By: _____
Print: Sarah Young
Title: Vice President of Revenue Ops

STATE OF Indiana
COUNTY OF Boone

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Kathleen M Swanson, as Executive Director, of 120 Water Audit, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced n/a as identification, and who did/did not take an oath this 10th day of February, 2023.

(stamp)

Kathleen M. Swanson
NOTARY PUBLIC, State of Florida



**Exhibit “A”
Scope of Services**



Lead Service Line Inventory Scope Of Work

This Scope of Work is incorporated in the agreement between 120 Water Audit, Inc., and **The City of Mount Dora**. Deliverables : The “Works,” as defined in the Agreement, comprise the deliverables stated in this SOW for each phase.

Goal: Define and execute a plan to comply with the revised Lead and Copper Rule, including developing an inventory, categorized by customer address, for The City of Mount Dora with fully known SL material information. Available in 120Water Platform and ArcGIS-compatible format (via 120Water-Esri Connector), and provide water quality lead and copper sampling services.

Inventory Development Methodology:

There are 7 separate phases to developing a full LSLI. They are:

- 1) Program Start and Customer Alignment
- 2) Data Investigation and Submission
- 3) Data Analysis
- 4) Preliminary Findings and Software Alignment
- 5) Software Import and Training
- 6) LSLI Verification Strategy
- 7) LSLI Verifications

Further information on each of these phases, along with a general timetable to complete, can be found below.

Phase 1: Program Start and Customer Alignment (1-2 weeks) | The purpose of this program stage is for the 120Water and The City of Mount Dora teams to initiate the lead service line inventory (LSLI) program and align on program expectations

- Customer Kick-Off Meeting: the 120Water team will host an introductory meeting to establish the cross-functional Program Team and confirm roles and responsibilities. The session will also establish the program approach including success metrics and project timelines, and the cadence of program reviews, client updates, and any additional The City of Mount Dora goals and expectations
- Deliverable(s): Document containing metrics, timelines, and roles and responsibilities.

Phase 2: Data Investigation and Submission (4-6 weeks) | The purpose of this program stage is for the 120Water team to identify, review, document, and collaboratively understand the existing data source(s) and systems.

- Data Investigation Call with 120Water LSLI Lead Program Consultant: The 120Water team will schedule a guided review meeting with The City of Mount Dora to identify sources of data the 120Water team can use to build out a preliminary lead service line inventory. Common data sources include:
 - GIS records
 - Billing system records
 - Work order system record
 - Paper reports, tap cards, as-builts, etc.

- Recent capital projects

- Data Request: After the Data Investigation Call, the LSLI Lead Program Consultant will submit a formal data request to The City of Mount Dora. The data request will outline the specific sources of data the 120Water team will need to analyze in order to identify all service locations, identify or rule-out sources of lead, and prioritize and strategize for lead service line inventory and replacement efforts.
- Data Submission: 120Water will review all submitted data sources. Once all data is submitted, the 120Water team will determine the best analysis approach to bring the data together into a single data set that reflects all service line locations and associated attributes.
 - ESRI Partnership Solution: Since The City of Mount Dora will have the ability to visualize data in ArcGIS Online (AGOL), 120Water will set up The City of Mount Dora specific AGOL environment for data submission. 120Water will update the AGOL environment with preliminary inventory findings and continued inventory updates from the 120Water platform, as The City of Mount Dora progresses through their lead service line inventory program
- Deliverable(s): Data requests, data analysis plan options

Phase 3: Data Analysis (4-8 weeks) | The purpose of this program stage is to combine all submitted data to develop a preliminary, location-based lead service line inventory that includes EPA complaint service line material categorizations for all identified service lines. The aim is to use existing client data to identify locations, and use the data to rule out potential sources of lead.

- Initiate Analysis: The 120Water data analysis team will conduct a thorough review of the submitted data, to ensure all data fields are understood and data integrity is maintained.
- Build Records-Based Inventory: The 120Water data analysis team will clean and combine all appropriate data sources into a single service line inventory dataset. The final dataset in this stage will include service line locations and material type categorizations for each identified service line in the distribution network, as well as all associated location and service line attributes.
- Note: Should The City of Mount Dora have records of lead service lines within the system, The City of Mount Dora may then choose to use a data science driven selection approach to identify a statistically-driven selection of locations (*less than 400 service connections*) for physical field verification (not included in scope). 120Water will use the verification results as the basis for lead service line probability predictions. This approach may require additional investment from The City of Mount Dora chosen (or 120Water Service Partner) field services firm to execute potholing/hydrovacating/home inspections.
- Deliverable(s): Dataset containing the information described above in this phase.

Phase 4: Preliminary Findings and Software Alignment (2-4 weeks) | The purpose of this program stage is to deliver the results of the preliminary inventory, and gather any additional feedback from the client to support inventory development—both in terms of reviewing the inventory itself and ensuring the 120Water platform sets the client up for success in long-term inventory management.

- Preliminary Findings Session: The 120Water team will meet with The City of Mount Dora to deliver the preliminary inventory findings. The session will cover a discussion of service line locations, material type associations, the number of service lines the 120Water team was able to categorize as non-lead, geographic trends, etc.

- Data Verification: Using the findings the 120Water team will work with The City of Mount Dora to determine if additional data is required to inform the inventory.
- Software Alignment: During the session, the 120Water team will propose the methodology for customizing the 120Water platform to meet The City of Mount Dora needs (e.g., customization data fields, location and service line identifiers, prioritization set-up, etc.).
- Additional Data Incorporation: If The City of Mount Dora submits additional data to be incorporated into the lead service line inventory, 120Water will process the data and integrate the new information into the preliminary inventory.
- Deliverable(s): Report of preliminary inventory findings, configuration documentation.

Phase 5: Software Import and Training (2-4 weeks) | The purpose of this program stage is to introduce The City of Mount Dora to their data in the software, and train The City of Mount Dora team on how best to use the software for continued inventory management.

- Software Configuration: Setup and configure 120Water platform software account and setup user(s) account(s)
- Inventory Software Import: Import the prepared data (*and/or*) use client's existing records into the 120Water software
 - Note: If The City of Mount Dora does elect to use the Lead Service Line Probability Finder (predictive model), the 120Water data analysis team will run the model to assess service lines that have the highest probability of containing lead. The preliminary inventory will need to contain sufficient data on SL locations in order to run the model. If the preliminary inventory does not contain the necessary data, 120Water will determine the best path to getting enough observations with The City of Mount Dora.
- Software Training: The 120Water team will train The City of Mount Dora user(s) on the 120Water software platform using The City of Mount Dora's data. During this session, the 120Water team and the client will discuss current data systems and processes and provide guidance on using 120Water platform for long-term LSL management
- AGOL Training: the 120Water team will also train The City of Mount Dora users on the use of The City of Mount Dora specific 120Water-AGOL environment.
- Deliverable (s): Supporting documentation from training sessions

Phase 6: Lead Service Line Inventory Verification Strategy (1-2 Weeks) | The purpose of this program stage is to strategize with The City of Mount Dora on how best to proceed with verifying the material types of service lines that are categorized as Unknown in the lead service line inventory.

- Establish the Prioritization Team: the 120Water team will meet with the client to determine the key decision-maker who will own the prioritization and scheduling
- Hold Prioritization and Verification Workshop: The 120Water team and the Prioritization Team will work through inventory findings, prioritization metrics, geographic considerations, neighborhood information, and other details to define the method for organizing ongoing inventory efforts. In addition, both teams will discuss and strategize verification methods that are best suited to support inventory efforts. Additional 120Water offerings include:
 - Customer LSLI Postcard or Letter Survey Campaigns
 - Lead Check Swab Kits + Customer LSLI Postcard Survey Campaigns
 - Physical Field Validation Checks
 - Sampling

- Initiate and Continue Inventory Efforts: The City of Mount Dora will continue leveraging 120Water software to keep the LSLI updated.
- Continuous Inventory Review: Review the LSLI for compliance throughout the inventory process to ensure the lead service line inventory meets state and federal requirements
- Deliverable(s): Validation plan document

Phase 7: Lead Service Line Inventory Verification (varies) | The purpose of this program stage is to execute on the strategies decided upon during the Verification Strategy phase. The City of Mount Dora team will have the option to use 120Water or 120Water Partner services to execute the chosen Verification Strategies, or perform those methods internally. In either case the 120Water Platform will serve as the database of record for all Service Line material updates, and the Platform will deliver that data back to The City of Mount Dora's GIS via the 120Water-Esri Connector.

- Deliverable(s): data produced by the platform.

**Exhibit “B”
Pricing Schedule**

Item Name	Billing Frequency	Term (Months)
Expert – Public Water System	Annually	36
Implementation	One time	
Professional Services (Assist)	Annually	36
Annual Subtotal	\$30,680.00	
One time Subtotal	\$1,500.00	
	TOTAL (first year)	\$32,180.00
	TOTAL (second year)	\$30,680.00
	TOTAL (third year)	\$30,680.00

Exhibit “C”

Additional Provisions

The following additional provisions are incorporated the Agreement.

SECTION 38. ADDITIONAL PROVISIONS

- A. **Availability of the SaaS Services.** “SaaS Services” means the water test administration and reporting services made available to web-based and mobile users via the 120Water Platform hosted by CONTRACTOR, as set forth in the Scope of Work in Exhibit A and further includes developing, training, testing, correcting, and improving the 120Water Platform, such activities for which may include the use of CITY Data. “**120Water Platform**” means CONTRACTOR’s proprietary online hosted software, website, operating systems, hardware and other technical resources used by CONTRACTOR to provide the SaaS Services. “**Subscription Term**” means the period of time during which CITY is subscribed to the SaaS Services, as specified in an Order Form. During the applicable Subscription Term, CONTRACTOR shall make the SaaS Services available to CITY and shall provide maintenance and support to CITY in accordance with its standard support policies and procedures. CONTRACTOR will use commercially reasonable efforts to maintain the SaaS Services’ availability, except for planned downtime for maintenance or upgrades, or any unavailability caused by circumstances beyond CONTRACTOR’s reasonable control. The parties may, from time to time, execute an Order Form describing any implementation, integration, consulting, or other related services, other than the SaaS Services (“**Professional Services**”) that CONTRACTOR shall provide to CITY, the duration of such Professional Services if applicable, the compensation to be paid for the Professional Services, and any other terms applicable to the project. A list of specific deliverables, a timetable, and/or a detailed specification may be attached as an exhibit to any Order Form.
- B. **Purchase of Goods.** Purchases of goods from CONTRACTOR which are not required as part of the SaaS Services, such goods including without limitation, water testing kits and water pitcher filters, shall be pursuant to an Order Form, and the terms of such purchases are governed by CONTRACTOR’s separate product terms of sale agreement, which will be presented and incorporated in such Order Form.
- C. **Intellectual Property.**
- i. Subject to the limited rights expressly granted hereunder, CONTRACTOR reserves all rights, title and interest in and to the 120Water Platform, including, but not limited to, all software, technology and other materials associated therewith, all Documentation and content (excluding CITY Data), and all copies, modifications and derivative works thereof, and all CONTRACTOR trademarks, names, logos, and all rights to patent, copyright, trade secret and other proprietary or intellectual property rights therein. “**Documentation**” means the user guides and specifications for the SaaS Services that are made available from time to time by CONTRACTOR in electronic or tangible form, but excluding any sales or marketing materials. No rights are granted to CITY

hereunder other than as expressly set forth herein. As between CONTRACTOR and CITY, CITY owns all CITY Data. CITY hereby grants CONTRACTOR a worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, perform, display, modify, and distribute the CITY Data in connection with providing the Services to CITY hereunder. CONTRACTOR may use the trademarks and trade name of CITY in connection with provision of the Services.

- ii. **Feedback.** If CITY provides or otherwise makes available to CONTRACTOR any feedback, suggestions, recommendations, data, or other input regarding the Services or resulting from CITY's use thereof ("**Feedback**"), CITY hereby grants to CONTRACTOR a perpetual, irrevocable, royalty-free right and license to use such Feedback for any purpose, including to improve and enhance the Services or any component thereof, to develop new features or functionality, and to otherwise use and exploit such Feedback for CONTRACTOR's business purposes. CONTRACTOR shall not publically identify CITY in any use of the Feedback. CITY acknowledges that any CONTRACTOR products or materials incorporating any such Feedback shall be the sole and exclusive property of CONTRACTOR. CONTRACTOR agrees to indemnify, defend, and hold harmless CITY for any use by CONTRACTOR of any Feedback.
- iii. **Improvements; Deliverables.** CONTRACTOR shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the SaaS Services and 120Water Platform, and, unless expressly stated otherwise in a statement of work, in and to any Deliverables or new programs, upgrades, modifications or enhancements developed by CONTRACTOR in connection with rendering the Services to CITY, even when Deliverables, refinements or improvements result from CITY's request. CONTRACTOR shall own all right, title, and interest in and to all Usage Data. "**Deliverables**" means the deliverables (e.g., custom reports) specified in an applicable Order Form that are expressly created for CITY.

D. Right to Use CITY Data and Name. CITY hereby grants CONTRACTOR a worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, perform, display, modify, and distribute the CITY Data in connection with providing the Services to CITY hereunder. CONTRACTOR may use the trademarks and trade name of CITY in connection with provision of the Services.

E. Ownership and Use of CITY Data.

- i. **Ownership of CITY Data.** As between CITY and CONTRACTOR, CITY owns all CITY Data.
- ii. **Use of CITY Data.** CITY hereby grants CONTRACTOR and its contractors a limited, nonexclusive right and license to use all CITY Data during this Agreement, and, after expiration or termination as permitted herein.
- iii. **Derivative Data and Usage Data.** "**CITY Data**" means all electronic data (including, but not limited to, Personal Information, as defined under applicable data privacy law) uploaded by CITY to the 120Water Platform. "**Derivative Data**" means collectively,

(i) information derived or generated from or based on CITY Data, but not containing CITY Data, (ii) CITY Data which has been de-identified or anonymized so that it no longer identifies a specific individual; and, (iii) CITY Data which has been aggregated with other data but which no longer identifies a specific individual or CITY. **“Usage Data”** means statistical data related to CITY’s access to and use of the SaaS Services and data derived from it, that is used by CONTRACTOR, including to compile statistical and performance information related to the provision and operation of the SaaS Services. CONTRACTOR shall irrevocably own all Derivative Data and Usage Data and may use or disclose it in any way it chooses. This Section 38.C.iii shall survive any expiration or termination of this Agreement.

- iv. **Use of CITY Data after Expiration or Termination.** Upon CITY’s request within thirty (30) days after the expiration or termination of this Agreement, CONTRACTOR will provide CITY with a copy of CITY Data held by CONTRACTOR. Upon expiration of such thirty (30) day period, CONTRACTOR shall convert CITY’s account to an inactive status. CONTRACTOR may, but shall not be obligated to, delete all CITY Data after CITY’s account converts to inactive status. The confidentiality obligations as are set forth in Section 38.C shall remain in force and effect at all times during this Agreement, and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status has not been lost; and (ii) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement, and (iii) with respect to personal data (i.e., CITY Data which identifies a specific identifiable individual) held by CONTRACTOR, forever.

- F. **CONTRACTOR Warranties.** CONTRACTOR warrants that: (a) the functionality of the SaaS Services will not be materially decreased during a Subscription Term; (b) CONTRACTOR shall take commercially reasonable measures to protect against the SaaS Services or any Deliverables containing or transmitting viruses, worms, time bombs, Trojan horses or other harmful files, scripts, agents or programs to CITY; and, (c) the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards (collectively referred to as the **“Service Warranty”**). **Professional Services** CITY must report to CONTRACTOR in writing any failure of the Professional Services to materially conform to the Service Warranty within ninety (90) days of performance of such Professional Services in order to receive warranty remedies. For any breach of the Service Warranty, CITY’s exclusive remedy, and CONTRACTOR’s entire liability, shall be the re-performance of the Professional Services, and, if CONTRACTOR is unable to re-perform the Professional Services as warranted within thirty (30) days of receipt of notice of breach, CITY shall be entitled to recover the fees paid to CONTRACTOR for the deficient Professional Services. Warranties for third-party products are governed under the applicable third party warranty terms, and CITY expressly acknowledges that CONTRACTOR has no obligations with regard to third-party products.

G. **Responsibilities of CITY**

- i. CITY shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all CITY Data CITY provides to CONTRACTOR;

- (b) prevent unauthorized access to, or use of, the SaaS Services, and notify CONTRACTOR in writing immediately upon becoming aware of any such unauthorized access or use; (c) comply with all applicable laws and regulations in using the SaaS Services; and, (d) procure for CONTRACTOR, at CITY's sole expense, all rights and consents necessary for CONTRACTOR and its contractors to access, use, disclose, store, and retain all CITY Data pursuant to this Agreement. CITY is solely responsible for ensuring: (i) that only personnel authorized to access the 120Water Platform ("**Authorized Users**") only appropriate Authorized Users have access to the 120Water Platform, and (ii) confidentiality and proper usage of passwords and access procedures with respect to accessing the 120Water Platform. CITY is solely responsible for all acts and omissions of the Authorized Users, and for ensuring that the Authorized Users comply with this Agreement.
- ii. CITY shall not directly or indirectly upload to the 120Water Platform or otherwise provide to CONTRACTOR any personal health, credit card, or financial data or other such sensitive data (collectively, "**Inadvertent Data**"). In the event CITY provides to CONTRACTOR any Inadvertent Data, CITY shall immediately notify CONTRACTOR in writing of such disclosure. CONTRACTOR shall treat Inadvertent Data as CITY's Confidential Information, but not as Personal Data, and will not be liable for any such unauthorized disclosure, access, loss, or use of Inadvertent Data. CONTRACTOR shall promptly delete all Inadvertent Personal Data it receives and of which it becomes aware.
 - iii. **Acceptance Procedure for Custom Deliverables.** Unless expressly stated otherwise in a statement of work, all custom-developed Deliverables shall be subject to the following acceptance procedure. CITY has 30 days (the "**Testing Period**") from receipt of a Deliverable to test the Deliverable. The "**Acceptance Criteria**" is whether the Deliverable materially conforms with the applicable Specifications. During the Testing Period, CITY will notify CONTRACTOR of any material noncompliance of the Deliverable with the Specifications ("**Material Error**") that CITY discovers. When it receives this notice, CONTRACTOR will promptly correct the Material Error and redeliver the Deliverable within 30 days unless otherwise agreed to in writing by the Parties. The Testing Period will be extended for the period of time used by CONTRACTOR to correct a Material Error. If CONTRACTOR is unable to correct a Material Error within the 30 day period (or other time period agreed to in writing by the Parties), CITY may terminate this Agreement, and CONTRACTOR will promptly return to CITY all monies paid by CITY under the applicable Statement of Work.
 - iv. **Taxes.** Unless CITY is tax exempt and provides written certification of such status to CONTRACTOR, CITY shall be responsible for payment of all taxes due in connection with the Services provided hereunder (other than taxes owed by CONTRACTOR based on its income), whether or not collected by CONTRACTOR. CONTRACTOR may collect such taxes from CITY, and CITY shall remit to CONTRACTOR all applicable taxes required to be collected by CONTRACTOR, or if such taxes have previously been paid by CITY, provide CONTRACTOR with the appropriate documentation of such payments.

H. Limitation of Liability.

- i. SUBJECT TO SECTION 38.H.iii, IN NO EVENT SHALL 120WATER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER THE ORDER FORM FOR THE SERVICES FOR WHICH LIABILITY IS CLAIMED IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.
- ii. Exclusion of Consequential Damages. SUBJECT TO SECTION 38.H.iii, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE PARTIES EXPRESSLY AGREE THAT IN NO EVENT SHALL 120WATER HAVE ANY LIABILITY TO CUSTOMER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOOD WILL, SUBSTITUTE GOODS OR SERVICES, WORK STOPPAGE, DATA LOSS, LOST PROFIT OR COMPUTER FAILURE, INCURRED BY 120WATER OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- iii. The restrictions on the types and amounts of damages for which CONTRACTOR may be liable hereunder shall not apply to intellectual property infringement, breach of confidentiality, or CONTRACTOR's indemnification obligations.



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

DATE: February 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval to Waive the Facility Rental Fee for the Annual Lake Concert Band Event Which Benefits the Lake Cares Food Pantry

Introduction:

This is a request for City Council to waive the Mount Dora Music Hall facility rental fee for the annual Lake Concert Band Performance on December 7, 2023, to benefit the Lake Cares Food Pantry.

Discussion:

The Lake Concert Band annually holds a concert to benefit the Lake Cares Food Pantry. This year's concert takes place on December 7, 2023. Betsy Chandler, President of the Lake Concert Band, requests the City waive the rental fee for the band to use the City facility for their December 7th event. The City's Master Fee Schedule allows for waiver of rental fees for community outreach events per the discretion of the Parks & Recreation Director with approval of the City Manager. The City Manager and department director support the waiving of the rental fee for this event, but are seeking the additional support of Council through this item.

Budget Impact:

The Mount Dora Music Hall rental fee for the entire facility for a non-profit organization is \$115.00 per hour, or \$1,150.00 per day.

Strategic Impact:

Increase engagement and collaboration with residents.

Recommendation:

City Council to approve waiving the facility rental fee for the Lake Concert Band to use the Mount Dora Music Hall for the annual concert on December 7, 2023 to benefit the Lake Cares Food Pantry.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 2/14/2023
Approved - 2/14/2023
Final Approval - 2/14/2023



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

DATE: February 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Authorization for the Mayor to Execute a Quitclaim Deed on Behalf of the City of Mount Dora, Transferring Property Back to Alysha Enterprises, Inc., and Acceptance of Easement Related to the Mount Dora Hotel Center Project

Introduction:

This is a request for City Council to authorize the Mayor to execute a Quitclaim Deed on behalf of the City of Mount Dora, transferring property back to Alysha Enterprises, Inc., and Acceptance of Easement related to the Mount Dora Hotel Center Project.

Discussion:

The City received a site plan for two new hotels located on the west side of US Highway 441 and north of Limit Avenue. These hotels have been in the planning stage for more than a year. The site is located adjacent to the existing Hampton Inn hotel on US Highway 441. The site plan included a request to transfer the existing frontage road right-of-way back to the property owner, which includes the unimproved portion that connects to Limit Avenue. The request will require shared access, public access/use, and utility easements. Ingress/egress to the hotel sites will be with multiple access drives. There is an existing, right-in and right-out only access drive off of US Highway 441. There is existing full access with traffic signal to US 441 and Country Club Boulevard via the existing frontage road at the Hampton Inn. A secondary public access and driveway to the hotels will be constructed to intersect Limit Avenue via the US Highway 441/Wolf Branch Road traffic signal. Support drawings of the frontage road location and easement are included in Attachment #1.

Reverting the existing frontage road from the City to the original owner removes frontage road maintenance cost responsibilities/burdens from the City, maintains public easements with revised configuration, allows building placements to maximize the site, site signage placement meeting normal sign setbacks, and provides additional land for floor area ratio calculations.

As a side note, pursuant to the Lake County Engineering review, additional right-of-way (15

feet) will be dedicated to Lake County along the north side of Limit Avenue. Sidewalks will be constructed along the site frontage on Limit Avenue. Limit Avenue is under Lake County jurisdiction.

A summary of the project details is as follows:

- Zoning District: C-3
- Total Site Area: 8.17 Acres
- Max. Building Height Allowed: 65 ft
- Building Height: 63 ft (5-Stories) Holiday Inn Express and 59 ft (5-Stories) Home2 Suites
- Building Size: 53,545 sf Holiday Inn Express

51,972 sf Home2 Suites
105,517 sf Total

- Hotel Rooms: 84 Holiday Inn Express

81 Home2 Suites
165 Rooms Total

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on February 16, 2022, recommended approval for the Mount Dora Hotel Site Plan. The approval was subject to engineering requirements, completion of the frontage road transfer, and creation of associated easements for utilities and cross-access.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the deed and easement. However, the transfer of the existing frontage road will lessen City's maintenance burden.

Strategic Impact:

Objective 1.3. Attract new commercial businesses/residential development
Objective 2.4. Sustain City Infrastructure

Recommendation:

City Council to approve the quitclaim deed for frontage roadway transfer to the original owner, approved utility and cross-access easements, and authorize the Mayor to execute the deed and easement documents on behalf of the City.

Attachment(s):

1. Attachment 1 Support Documents
2. Quitclaim Deed.Alysha Enterprises(rev2-7-23).SGS
3. Permanent Easement - Alysha Enterprises1-19-23 (signed).SGS

Prepared by: Vince Sandersfeld, Planning and Development Director
Reviewed by: Aneta Barton, Budget Director
GEORGE MAREK, Interim Public Works Director

Approved - 2/7/2023
Approved - 2/7/2023

Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 2/14/2023
Approved - 2/14/2023
Final Approval - 2/14/2023

Mount Dora Hotel Center
Vicinity Map

Legend



△		
△		
△		
△		
△		
NO.	DESCRIPTION	DATE



MILES architecture group inc

2600 maitland center parkway
suite 295
maitland, florida 32751
o: 407.428.1024
f: 407.428.1026
www.MILESarch.com
aa26001950 ib26001194

2021 ©

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MILES architecture group inc



1
A4.01
EXTERIOR ELEVATION - COMBINED HOTELS
1/16" = 1'-0"

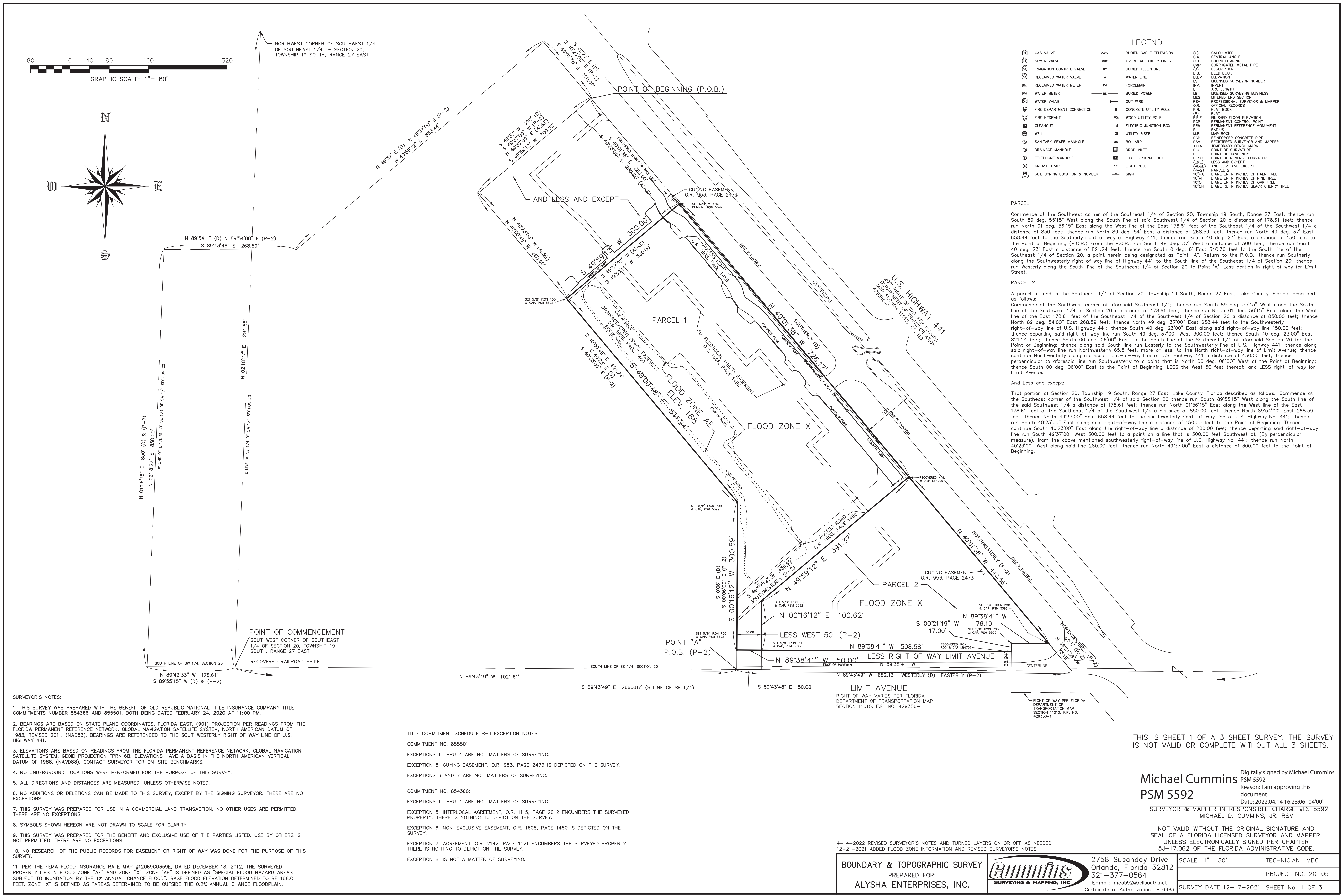
EXTERIOR ELEVATIONS
COMBINED HOTELS
HOLIDAY INN EXPRESS HOTEL
MOUNT DORA
Mount Dora, Florida

Miles L. Beach
FL Reg. No. AR98271

DRAWN BY: MTD/TJ
SCALE: AS NOTED
FILE NAME: 21019-A401
PROJECT NO: 21019

ISSUED FOR:	DATE:
☒ SCHEMATICS	2021/09/07
☐ DESIGN DEV.	
☐ CD 60%	
☐ CD 90%	
☐ CD 100%	
☐ PRICING	
☐ BIDDING	
☐ PERMITTING	
☐ CONSTRUCTION	

A4.01





REV/DATE	BY
12-31-21	M.C.
PER CITY/STAFF/MD/DOT	M.C.
2-3-22	M.C.
AS PER CITY	M.C.
6-16-22	M.C.
AS PER CITY	M.C.
1	1
1	1

OVERALL SITE PLAN
FOR
MOUNT DORA
HOTEL CENTER
U.S. HIGHWAY 441
MOUNT DORA, FLORIDA

THIS PLAN IS ELECTRONICALLY SIGNED
AND SEALED BY MICHAEL COLLINS, P.E.
USING A DIGITAL SIGNATURE AND DATE.
IT IS THE RESPONSIBILITY OF THE USER
TO VERIFY THE SIGNATURE AND DATE.
IT IS NOT TO BE REPRODUCED OR
COPIED IN ANY MANNER WITHOUT
THE WRITTEN PERMISSION OF THE
DESIGNER.

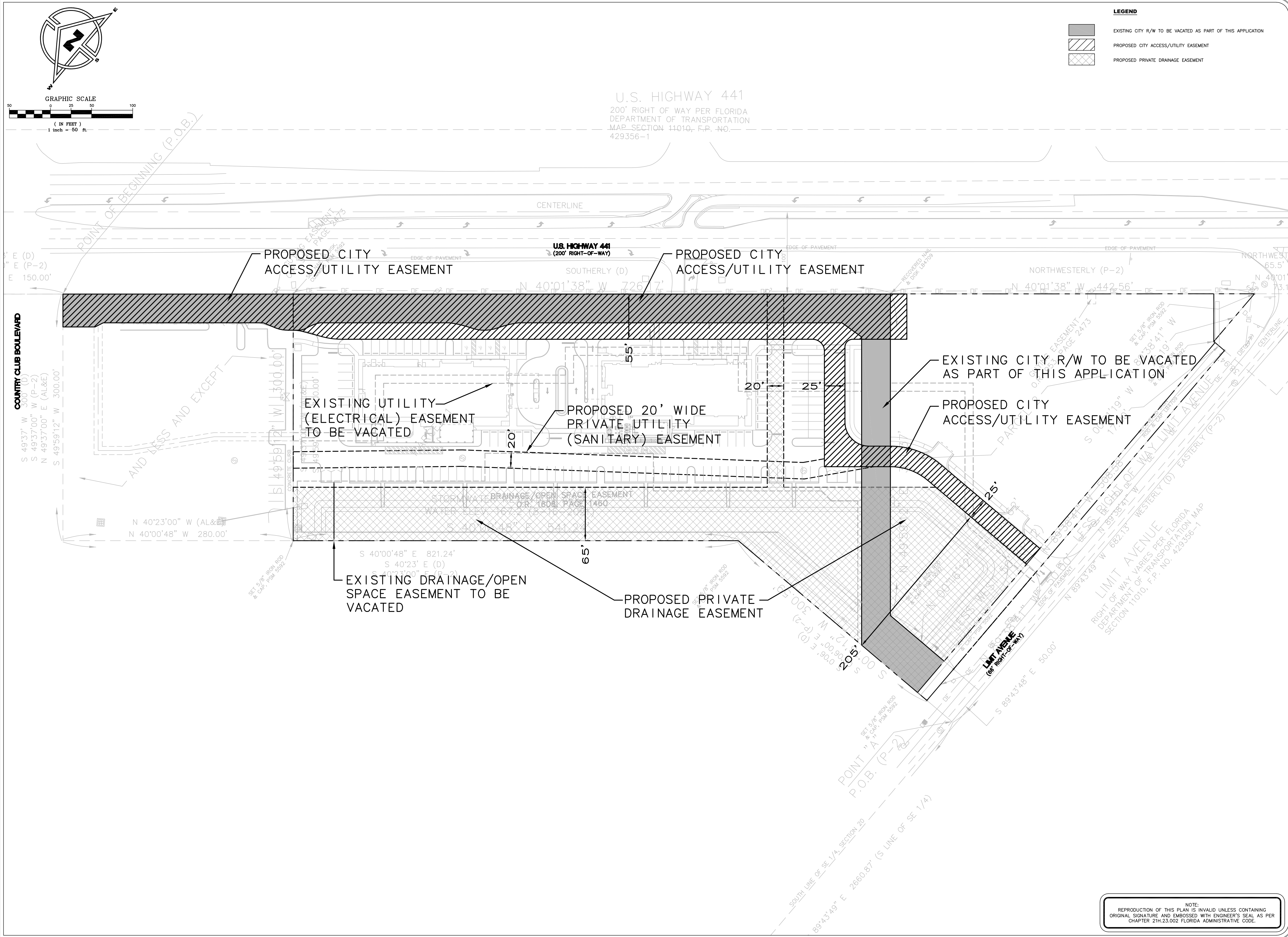
STATE OF FLORIDA
PROFESSIONAL ENGINEER
MICHAEL COLLINS, P.E.
NO. 54608
DATE

STATE OF FLORIDA, C.A. # 9523
DATE

micahcollins.com
P.O. BOX 11111
TAMPA, FL 33611
813.241.1111

DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	7-28-21
SCALE:	1" = 50'
JOB NO:	221-025
SHEET NO:	C-0 OF C-9

NOTE:
REPRODUCTION OF THIS PLAN IS INVALID UNLESS CONTAINING
ORIGINAL SIGNATURE AND EMBOSSED WITH ENGINEERING SEAL AS PER
CHAPTER 21H.23.002 FLORIDA ADMINISTRATIVE CODE.



LEGEND

[Solid Gray Box]	EXISTING CITY R/W TO BE VACATED AS PART OF THIS APPLICATION
[Diagonal Lines Box]	PROPOSED CITY ACCESS/UTILITY EASEMENT
[Cross-hatched Box]	PROPOSED PRIVATE DRAINAGE EASEMENT

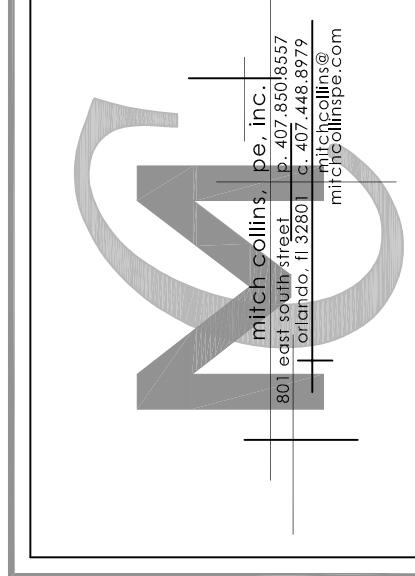
REV/DATE	BY
12-31-21	M.C.
PER CITY/S.R.W.M.D/DOT	
2-3-22	M.C.
AS PER CITY	
4-28-22	M.C.
AS PER CITY	
6-16-22	M.C.
AS PER CITY	
7-19-22	M.C.
AS PER CITY	

R/W VACATION PLAN
FOR
MOUNT DORA
HOTEL CENTER

U.S. HIGHWAY 441
MOUNT DORA, FLORIDA

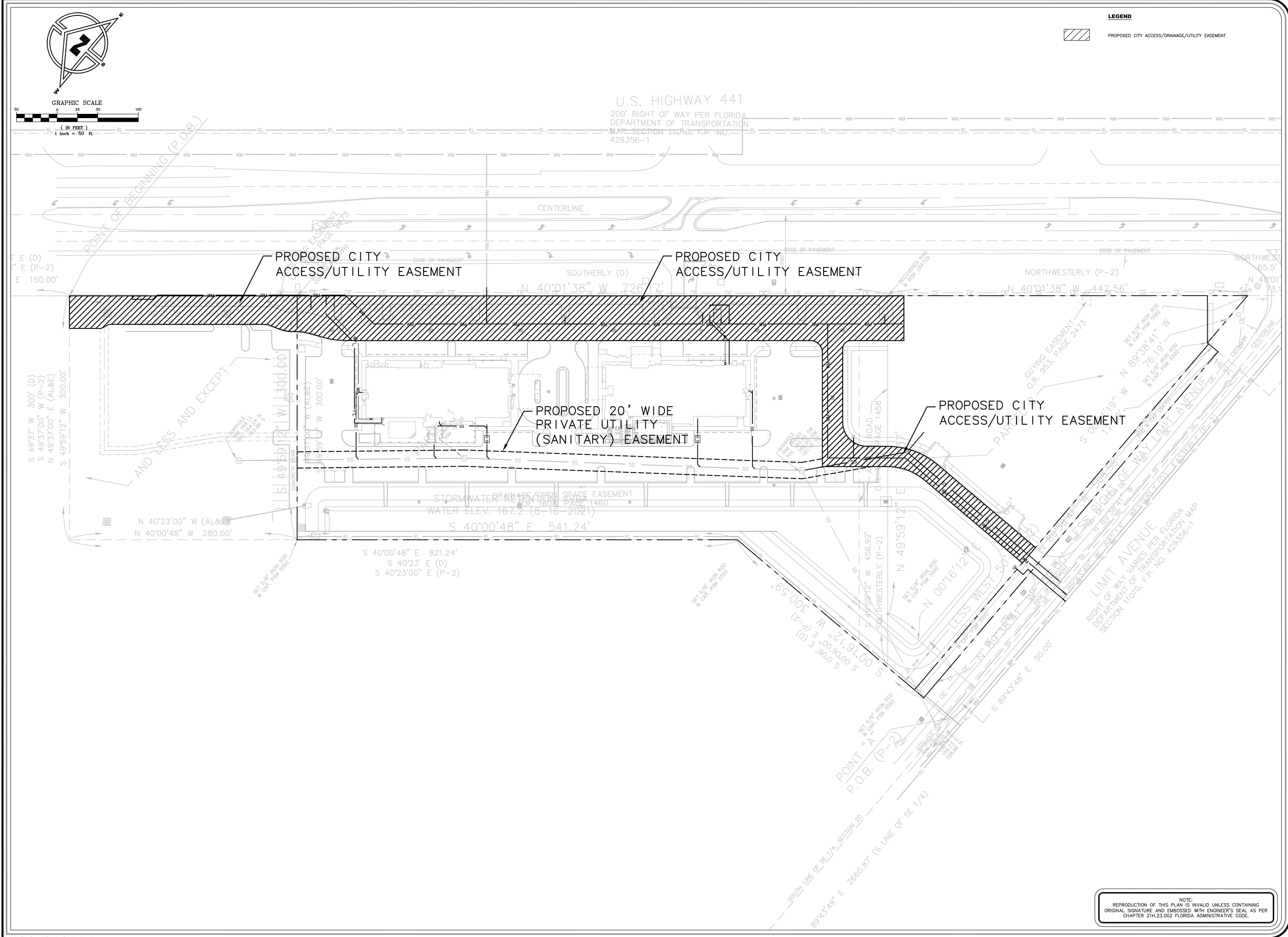
Professional Engineer Seal for Mitchell Collins, No. 54608, State of Florida.

THIS PLAN IS EXTERNALLY SIGNED AND SEALED BY MITCHELL COLLINS, P.E. NO. 54608, STATE OF FLORIDA. IT IS NOT TO BE CONSIDERED A PROFESSIONAL ENGINEERING DESIGN OR ANY ELECTRONIC COPIES.

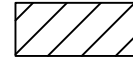


DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	7-28-21
SCALE:	1" = 50'
JOB NO:	221-025
SHEET NO:	C-1A OF C-9

NOTE:
REPRODUCTION OF THIS PLAN IS INVALID UNLESS CONTAINING ORIGINAL SIGNATURE AND EMBOSSED WITH ENGINEER'S SEAL AS PER CHAPTER 21H.23.002 FLORIDA ADMINISTRATIVE CODE.



LEGEND



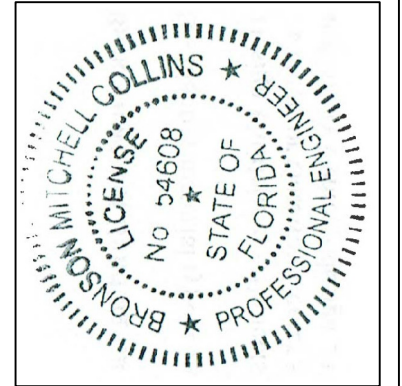
PROPOSED CITY ACCESS/DRAINAGE/UTILITY EASEMENT

REV/DATE	BY
7-19-22	M.C.
AS PER CITY	
8-17-22	M.C.
AS PER CITY	
-	-
-	-
-	-

EASEMENT PLAN
FOR
MOUNT DORA
HOTEL CENTER

MOUNT DORA, FLORIDA

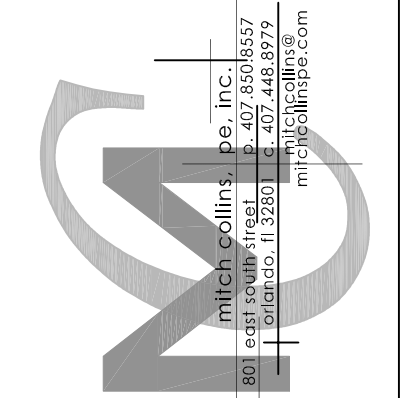
U.S. HIGHWAY 441



THIS PLAN IS ELECTRONICALLY SIGNED
AND SEALED BY MITCHELL COLLINS, P.E.
USING A DIGITAL SIGNATURE AND DATE
STAMP. THIS PLAN IS NOT VALID UNLESS
THE ORIGINAL SIGNATURE AND DATE
STAMP IS PRESENT AND NOT REPRODUCED
ON ANY ELECTRONIC COPIES.

MITCHELL COLLINS, P.E. # 54608
STATE OF FLORIDA, C.A. # 9523

DATE



DRAWN BY:	M.C.
CHECKED BY:	M.C.
DATE:	7-28-21
SCALE:	1" = 50'
JOB NO:	221-025
SHEET NO:	C-1B OF C-3

NOTE:
REPRODUCTION OF THIS PLAN IS INVALID UNLESS CONTAINING
ORIGINAL SIGNATURE AND EMBOSSED WITH ENGINEER'S SEAL AS PER
CHAPTER 21H.23.002 FLORIDA ADMINISTRATIVE CODE.

TITLE SEARCH REPORT

Fund File Number: 1329723

The information contained in this title search is being furnished by Attorneys' Title Fund Services, LLC. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.

Provided For: Premier Florida Title, L.L.C.

Agent's File Reference: PFT-22-5128

After an examination of this search the Agent must:

- A. Evaluate all instruments, plats and documents contained in the report.*
- B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.*
- C. Verify the status of corporations and limited partnerships and other business entities with the appropriate governmental agency or other authority.*
- D. Determine whether the property has legal access.*
- E. Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.*
- F. Determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.*
- G. The information provided herein does not include a search of federal liens and judgment liens filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:

 - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
 - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)**

Prepared Date: October 12, 2022

Attorneys' Title Fund Services, LLC

Prepared by: Luis Rentas, Examiner

Phone Number: (800) 683-0392 x5836

Email Address: LRentas@TheFund.com

TITLE SEARCH REPORT

Fund File Number: 1329723

Effective Date of approved base title information: March 8, 1994

Effective Date of Search: October 5, 2022 at 11:00 PM

Apparent Title Vested in:

Alysha Enterprises, Inc. a Florida corporation

Description of real property to be insured/foreclosed situated in Lake County, Florida.

See Exhibit A

Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

1. Warranty Deed from Simpson Family Partner Ltd, a Florida limited partnership to Alysha Enterprises, Inc. a Florida corporation , recorded April 8, 1994 in O.R. Book [1287, Page 1295](#), Public Records of Lake County, Florida. NOTE: Parcels conveyed out by Deeds recorded in O.R Books and Pages 1299/2092, 1608/1458 and 2142/1497.

Mortgages, Assignments and Modifications:

1. Nothing Found

Other Property Liens:

1. Tax Sale Certificate No. 4354 sold for 2020.
2. Tax Sale Certificate No. 4091 sold for 2021.
3. Obtain affidavit from owner affirming that tax certificate(s) numbered 5492 were redeemed by affiant or on affiant's behalf.

Restrictions/Easements:

1. Guying Easement recorded in O.R. Book [953, Page 2473](#), Public Records of Lake County, Florida.
2. Interlocal Agreement recorded in O.R. Book [1115, Page 2012](#), Public Records of Lake County, Florida.
3. Non-Exclusive Easement for Electricity and Open Space recorded in O.R. Book [1608, Page 1460](#), Public Records of Lake County, Florida.
4. Federal Tax Lien against Alysha Enterprises, Inc. , or similar name, recorded in O.R. Book [5715, Page 1068](#); O.R. Book [5844, Page 1848](#), Public Records of Lake County, Florida.

TITLE SEARCH REPORT

Fund File Number: 1329723

5. Rights of the lessees under unrecorded leases.

Other Encumbrances:

1. Nothing Found

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Insured:

A 20-year name search was not performed on the proposed insured. It is the agent's responsibility to obtain a name search if a loan policy to be issued based on this product is other than a 100% purchase money mortgage.

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

1. *General or special taxes and assessments required to be paid in the year 2022 and subsequent years.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*
6. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
7. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:*

TITLE SEARCH REPORT

Fund File Number: 1329723

- (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
 - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)
8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

The report does not cover bankruptcies or other matters filed in the Federal District Courts of Florida.

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

Prior to issuance of any policy of title insurance underwritten by Old Republic National Title Insurance Company, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording date(s) of the instrument(s) on which the policy is based.

If this product is not used for the purpose of issuing a policy, then the maximum liability for incorrect information is \$1,000.

Note: The Agent is responsible for obtaining underwriting approval on any commitment prepared from this product in the amount of \$1,000,000.00 or more.

TITLE SEARCH REPORT

Exhibit A

Fund File Number: 1329723

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

LESS AND EXCEPT THOSE 3 PARCELS DESCRIBED AS FOLLOWS:

1. A parcel of land in the Southeast 1/4 of Section 20, Township 19 South, Range 27 East, Lake County, Florida, described as follows:

Commence at the Southwest corner of aforesaid Southeast 1/4; thence run South 89 deg. 55'15" West along the South line of the Southwest 1/4 of Section 20 a distance of 178.61 feet; thence run North 01 deg. 56'15" East along the West line of the East 178.61 feet of the Southeast 1/4 of the Southwest 1/4 of Section 20 a distance of 850.00 feet; thence North 89 deg. 54'00" East 268.59 feet; thence North 49 deg. 37'00" East 658.44 feet to the Southwesterly right-of-way line of U.S. Highway 441; thence South 40 deg. 23'00" East along said right-of-way line 150.00 feet; thence departing said right-of-way line run South 49 deg. 37'00" West 300.00 feet; thence South 40 deg. 23'00" East 821.24 feet; thence South 00 deg. 06'00" East to the South line of the Southeast 1/4 of aforesaid Section 20 for the Point of Beginning; thence along said South line run Easterly to the Southwesterly line of U.S. Highway 441; thence along said right-of-way line run Northwesterly 65.5 feet, more or less, to the North right-of-way line of Limit Avenue; thence continue Northwesterly along aforesaid right-of-way line of U.S. Highway 441 a distance of 450.00 feet; thence perpendicular to aforesaid line run Southwesterly to a point that is North 00 deg. 06'00" West of the Point of Beginning; thence South 00 deg. 06'00" East to the Point of Beginning. LESS the West 50 feet thereof; and LESS right-of-way for Limit Avenue.

2. NO. 3 FRONTAGE ROAD RIGHT-OF-WAY

A TRACT OF LAND IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 20; THENCE RUN SOUTH 89°55'15" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 20 A DISTANCE OF 178.61 FEET; THENCE RUN NORTH 01°56'15" EAST ALONG THE WEST LINE OF THE EAST 178.61 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 850.00 FEET; THENCE RUN NORTH 89°54'00" EAST A DISTANCE OF 268.59 FEET; THENCE RUN NORTH 49°37'00" EAST 658.44 FEET TO THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 441; THENCE RUN SOUTH 40°23'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 40°23'00" EAST ALONG SAID RIGHT-OF-WAY 1005.76 FEET; THENCE DEPARTING THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 441 RUN S49°37'00"W 391.14 FEET; THENCE S00°06'00"E 140.32 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 20; THENCE ALONG SAID SOUTH LINE RUN S89°53'10"W 50.00 FEET; THENCE N00°06'00"W 143.83 FEET; THENCE N49°37'00"E 375.02 FEET; THENCE N04°29'42"W 29.00 FEET TO A POINT THAT IS 35.00 FEET SOUTHWESTERLY OF AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441; THENCE PARALLEL WITH SAID RIGHT-OF-

TITLE SEARCH REPORT

Exhibit A

Fund File Number: 1329723

WAY LINE RUN NORTH 40°23'00"W 393.50 FEET TO A POINT ON A CURVE SOUTHWESTERLY AND HAVING A RADIUS OF 116.86 FEET TO WHICH A RADIAL LINE BEARS N42°06'44"E; THENCE RUN NORTHWESTERLY 25.88 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°41'24" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 46.87 FEET; THENCE RUN NORTHWESTERLY 32.49 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 39°42'59" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 128.20 FEET; THENCE RUN NORTHWESTERLY 27.65 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°21'35"; THENCE ALONG A NON-TANGENT LINE RUN NORTH 40°23'00" WEST 157.85 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 49.16 FEET TO WHICH A RADIAL LINE BEARS N38°02'14"E; THENCE RUN NORTHWESTERLY 16.94 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 19°44'37" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 19.44 FEET; THENCE RUN NORTHWESTERLY 10.63 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 31°19'24" TO THE END OF SAID CURVE; THENCE RUN NORTH 40°23'00" WEST 12.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 42.50 FEET; THENCE RUN NORTHWESTERLY 16.78 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 22°36'57" TO THE END OF SAID CURVE; THENCE RUN NORTH 17°46'03" WEST 14.90 FEET; THENCE RUN NORTH 40°23'00" WEST 194.61 FEET; THENCE RUN NORTH 67°11'54" WEST 11.08 FEET; THENCE RUN NORTH 40°23'00" WEST 39.10 FEET; THENCE RUN NORTH 49°37'00" EAST 40.00 FEET TO THE POINT OF BEGINNING. LESS RIGHT-OF-WAY FOR LIMIT AVENUE ACROSS THE SOUTH SIDE THEREOF.

3. That portion of Section 20, Township 19 South, Range 27 East, Lake County, Florida described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 20 thence run South 89°55'15" West along the South line of the said Southwest 1/4 a distance of 178.61 feet; thence run North 01°56'15" East along the West line of the East 178.61 feet of the Southeast 1/4 of the Southwest 1/4 a distance of 850.00 feet; thence North 89°54'00" East 268.59 feet, thence North 49°37'00" East 658.44 feet to the southwesterly right-of-way line of U.S. Highway No. 441; thence run South 40°23'00" East along said right-of-way line a distance of 150.00 feet to the Point of Beginning. Thence continue South 40°23'00" East along the right-of-way line a distance of 280.00 feet; thence departing said right-of-way line run South 49°37'00" West 300.00 feet to a point on a line that is 300.00 feet Southwest of, (By perpendicular measure), from the above mentioned southwesterly right-of-way line of U.S. Highway No. 441; thence run North 40°23'00" West along said line 280.00 feet; thence run North 49°37'00" East a distance of 300.00 feet to the Point of Beginning. LESS THE FOLLOWING DESCRIBED PARCEL: A TRACT OF LAND IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 20; THENCE RUN SOUTH 89°55'15" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 20 A DISTANCE OF 178.61 FEET; THENCE RUN NORTH 01°56'15" EAST ALONG THE WEST LINE OF THE EAST 178.61 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 850.00 FEET; THENCE RUN NORTH 89°54'00" EAST A DISTANCE OF 268.59 FEET; THENCE RUN NORTH 49°37'00" EAST 658.44 FEET TO THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 441; THENCE RUN SOUTH 40°23'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 40°23'00" EAST ALONG SAID RIGHT-OF-WAY 1005.76 FEET; THENCE DEPARTING THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 441 RUN S49°37'00"W 391.14 FEET; THENCE S00°06'00"E 140.32 FEET TO THE SOUTH LINE OF

TITLE SEARCH REPORT

Exhibit A

Fund File Number: 1329723

THE SOUTHEAST 1/4 OF SECTION 20; THENCE ALONG SAID SOUTH LINE RUN S89°53'10"W 50.00 FEET; THENCE N00°06'00"W 143.83 FEET; THENCE N49°37'00"E 375.02 FEET; THENCE N04°29'42"W 29.00 FEET TO A POINT THAT IS 35.00 FEET SOUTHWESTERLY OF AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441; THENCE PARALLEL WITH SAID RIGHT-OF-WAY LINE RUN NORTH 40°23'00"W 393.50 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 116.86 FEET TO WHICH A RADIAL LINE BEARS N42°06'44"E; THENCE RUN NORTHWESTERLY 25.88 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°41'24" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 46.87 FEET; THENCE RUN NORTHWESTERLY 32.49 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 39°42'59" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 128.20 FEET; THENCE RUN NORTHWESTERLY 27.65 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°21'35"; THENCE ALONG A NON-TANGENT LINE RUN NORTH 40°23'00" WEST 157.85 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 49.16 FEET TO WHICH A RADIAL LINE BEARS N38°02'14"E; THENCE RUN NORTHWESTERLY 16.94 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 19°44'37" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 19.44 FEET; THENCE RUN NORTHWESTERLY 10.63 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 31°19'24" TO THE END OF SAID CURVE; THENCE RUN NORTH 40°23'00" WEST 12.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 42.50 FEET; THENCE RUN NORTHWESTERLY 16.78 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 22°36'57" TO THE END OF SAID CURVE; THENCE RUN NORTH 17°46'03" WEST 14.90 FEET; THENCE RUN NORTH 40°23'00" WEST 194.61 FEET; THENCE RUN NORTH 67°11'54" WEST 11.08 FEET; THENCE RUN NORTH 40°23'00" WEST 39.10 FEET; THENCE RUN NORTH 49°37'00" EAST 40.00 FEET TO THE POINT OF BEGINNING. LESS RIGHT-OF-WAY FOR LIMIT AVENUE ACROSS THE SOUTH SIDE THEREOF.

98 35022

REC 9.00 RECEIVED FOR
 TF 1.50 ENGINE TAXES
 MORT. DOC 8
 DEED DOC .70
 INT 8
 JAMES C. WATKINS, CLERK LAKE CO. FL
 BY Left D.C.

This instrument prepared by:
 Terry T. Neal
 TERRY T. NEAL, P.A.
 P.O. Box 490327
 Leesburg, Fla. 34749-0327
 (352) 323-8000

O.R. 1608 PAGE 1458
 BOOK

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made the 8th day of MAY, 1997, by ALYSHA ENTERPRISES, INC., a Florida corporation, whose address is P.O. Box 1751, APOPKA, FL 32704, hereinafter called First Party, to CITY OF MOUNT DORA, a Florida municipal corporation, whose address is 510 N. Baker Street Mount Dora FL 32757, hereinafter called Second Party:

(Wherever used herein the terms "First Party" and "Second Party" 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 First Party, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby remises, releases, and quit-claim unto the 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 in Lake County, Florida, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Party of First Part hereby conveys the property described herein for road purposes.

Title to the property described herein has not been searched and is not guaranteed.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or 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:

Laney Payner
 Print Name of Witness Laney Payner

Anne Louise Smith
 Print Name of Witness ANNE LOUISE SMITH

ALYSHA ENTERPRISES, INC., a
 a Florida corporation

By Akber M. Jamal (L.S.)
 Akber M. Jamal, President

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 AKBER M. JAMAL, President of ALYSHA ENTERPRISES, INC., a Florida corporation, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that he was authorized to and did execute same. /s/ Said person(s) is/are personally known to me. /s/ Said person(s) provided the following type of identification:

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of MAY, 1998.

OFFICIAL NOTARY SEAL
 ANNE LOUISE SMITH
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. CC398729
 MY COMMISSION EXP. OCT. 25, 1998

Anne Louise Smith
 Notary Public - Signature
ANNE LOUISE SMITH
 Print Notary Name

NO. 3 FRONTAGE ROAD RIGHT-OF-WAY

A TRACT OF LAND IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 20; THENCE RUN SOUTH 89°55'15" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 20 A DISTANCE OF 178.61 FEET; THENCE RUN NORTH 01°56'15" EAST ALONG THE WEST LINE OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 A DISTANCE OF 850.00 FEET; THENCE RUN NORTH 89°54'00" EAST A DISTANCE OF 268.59 FEET; THENCE RUN NORTH 49°37'00" EAST 658.44 FEET TO THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 441; THENCE RUN SOUTH 40°23'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 40°23'00" EAST ALONG SAID RIGHT-OF-WAY 1005.76 FEET; THENCE DEPARTING THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 441 RUN S49°37'00"W 391.14 FEET; THENCE S00°06'00"E 140.32 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 20; THENCE ALONG SAID SOUTH LINE RUN S89°53'10"W 50.00 FEET; THENCE N00°06'00"W 143.83 FEET; THENCE N49°37'00"E 375.02 FEET; THENCE N04°29'42"W 29.00 FEET TO A POINT THAT IS 35.00 FEET SOUTHWESTERLY OF AFORESAID SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441; THENCE PARALLEL WITH SAID RIGHT-OF-WAY LINE RUN NORTH 40°23'00"W 393.50 FEET TO A POINT ON A CURVE SOUTHWESTERLY AND HAVING A RADIUS OF 116.86 FEET TO WHICH A RADIAL LINE BEARS N42°06'44"E; THENCE RUN NORTHWESTERLY 25.88 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°41'24" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 46.87 FEET; THENCE RUN NORTHWESTERLY 32.49 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 39°42'59" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 128.20 FEET; THENCE RUN NORTHWESTERLY 27.65 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°21'35"; THENCE ALONG A NON-TANGENT LINE RUN NORTH 40°23'00" WEST 157.85 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 49.16 FEET TO WHICH A RADIAL LINE BEARS N38°02'14"E; THENCE RUN NORTHWESTERLY 16.94 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 19°44'37" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 19.44 FEET; THENCE RUN NORTHWESTERLY 10.63 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 31°19'24" TO THE END OF SAID CURVE; THENCE RUN NORTH 40°23'00" WEST 12.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 42.50 FEET; THENCE RUN NORTHWESTERLY 16.78 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 22°36'57" TO THE END OF SAID CURVE; THENCE RUN NORTH 17°46'03" WEST 14.90 FEET; THENCE RUN NORTH 40°23'00" WEST 194.61 FEET; THENCE RUN NORTH 67°11'54" WEST 11.08 FEET; THENCE RUN NORTH 40°23'00" WEST 39.10 FEET; THENCE RUN NORTH 49°37'00" EAST 40.00 FEET TO THE POINT OF BEGINNING.

LESS RIGHT-OF-WAY FOR LIMIT AVENUE ACROSS THE SOUTH SIDE THEREOF.

Prepared by
Sherry G. Sutphen, Esquire
City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

Return to:
Alysha Enterprises, Inc
3015 Windchime Circle West
Apopka, Florida 32703

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this ____ day of _____, 2023, by the City of Mount Dora, a Florida Municipal Corporation, first party, whose address is 510 N. Baker Street, Florida, 32757, to Alysha Enterprises, Inc., second party, whose address is 3015 Windchime Circle West, Apopka, Florida 32703 (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 One Dollar (\$1.00) in hand paid by the second party, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit-claim unto the second party forever, all the right, title, interest, claim and demand which the 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:

Exhibit "A" attached

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name by the City of Mount Dora acting by the Mayor of said Council, the day and year aforesaid.

CITY OF MOUNT DORA

Crissy Stile, Mayor

ATTEST:

Jeanann Hand, Interim City Clerk

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION: NO. 3 FRONTAGE ROAD RIGHT OF WAY. (EXISTING DESCRIPTION)

A TRACT OF LAND IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA. DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 20; THENCE RUN SOUTH 89°55'15" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 20 A DISTANCE OF 178.61 FEET; THENCE RUN NORTH 01°56'15" EAST ALONG THE WEST LINE OF THE EAST 178.61 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 850.00 FEET; THENCE RUN NORTH 89°54'00" EAST A DISTANCE OF 268.59 FEET; THENCE RUN NORTH 49°37'00" EAST 658.44 FEET TO THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 441; THENCE RUN SOUTH 40°23'00" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 40°23'00" EAST ALONG SAID RIGHT-OF-WAY 1005.76 FEET; THENCE DEPARTING THE SOUTHERLY RIGHT OF WAY OF HIGHWAY 441 RUN S49°37'00"W 391.14 FEET; THENCE S00°06'00"E 140.32 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 20; THENCE ALONG SAID SOUTH LINE RUN S89°53'10"W 50.00 FEET; THENCE N00°06'00"W 143.83 FEET; THENCE N49°37'00"E 375.02 FEET; THENCE N04°29'42"W 29.00 FEET TO A POINT THAT IS 35.00 FEET SOUTHWESTERLY OF AFORESAID SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441; THENCE PARALLEL WITH SAID RIGHT-OF-WAY LINE RUN NORTH 40°23'00"W 393.50 FEET TO A POINT ON A CURVE SOUTHWESTERLY AND HAVING A RADIUS OF 116.86 FEET TO WHICH A RADIAL LINE BEARS N42°06'44"E; THENCE RUN NORTHWESTERLY 25.88 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°41'24" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 46.87 FEET; THENCE RUN NORTHWESTERLY 32.49 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 39°42'59" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 128.20 FEET; THENCE RUN NORTHWESTERLY 27.65 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°21'35"; THENCE ALONG A NON-TANGENT LINE RUN NORTH 40°23'00" WEST 157.85 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 49.16 FEET TO WHICH A RADIAL LINE BEARS N38°02'14"E; THENCE RUN NORTHWESTERLY 16.94 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 19°44'37" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 19.44 FEET; THENCE RUN NORTHWESTERLY 10.63 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 31°19'24" TO THE END OF SAID CURVE; THENCE RUN NORTH 40°23'00" WEST 12.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 42.50 FEET; THENCE RUN NORTHWESTERLY 16.78 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 22°36'57" TO THE END OF SAID CURVE; THENCE RUN NORTH 17°46'03" WEST 14.90 FEET; THENCE RUN NORTH 40°23'00" WEST 194.61 FEET; THENCE RUN NORTH 67°11'54" WEST 11.08 FEET; THENCE RUN NORTH 40°23'00" WEST 39.10 FEET; THENCE RUN NORTH 49°37'00" EAST 40.00 FEET TO THE POINT OF BEGINNING.

LESS RIGHT-OF-WAY FOR LIMIT AVENUE ACROSS THE SOUTH SIDE THEREOF. (SEE SURVEYOR'S NOTE 4).

CURVE DATA

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	16.94'	49.16'	19°44'37"	N 61°27'52" W	16.86'
C2	10.63'	19.44'	31°19'24"	S 55°40'29" E	10.50'
C3	27.65'	128.20'	12°21'35"	N 26°40'16" W	27.60'
C4	25.88'	116.86'	12°41'24"	N 53°51'46" W	25.83'
C5	32.49'	46.87'	39°42'59"	S 40°20'58" E	31.84'
C7	16.78'	42.50'	22°36'57"	S 28°42'19" E	16.67'

C.A. CENTRAL ANGLE
 C.B. CHORD BEARING
 (D) DESCRIPTION
 LS LICENSED SURVEYOR NUMBER
 L ARC LENGTH
 LB LICENSED SURVEYING BUSINESS NUMBER
 PSM PROFESSIONAL SURVEYOR & MAPPER
 O.R. OFFICIAL RECORDS BOOK
 P.B. PLAT BOOK
 R RADIUS
 RSM REGISTERED SURVEYOR AND MAPPER
 PT POINT OF TANGENCY
 PC POINT OF CURVATURE
 PRC POINT OF REVERSE CURVATURE

LINE DATA

LINE	BEARING	BEARING (D)	DISTANCE
L1	N 04°07'30" W	N 04°29'42" W	29.00'
L5	S 00°16'12" W	S 00°06'00" E	39.70'
L6	N 89°43'48" W	S 89°53'10" W	50.00'
L7	S 00°16'12" W	N 00°06'00" W	39.77'
L8	N 89°38'41" W		50.00'
L9	N 17°23'51" W	N 17°46'03" W	14.90'
L10	N 66°49'42" W	N 67°11'54" W	11.08'
L11	N 40°00'48" W	N 40°23'00" W	39.10'

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.

2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA EAST, (901) PROJECTION PER READINGS FROM THE FLORIDA PERMANENT REFERENCE NETWORK, GLOBAL NAVIGATION SATELLITE SYSTEM, NORTH AMERICAN DATUM OF 1983, REVISED 2011, (NAD83). BEARINGS ARE REFERENCED TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441.

3. THE LEGAL DESCRIPTION (D), SHOWN HEREON IS THE SAME LEGAL DESCRIPTION CONTAINED IN THE QUIT CLAIM DEED, RECORDED IN O.R. 1608, PAGE 1458, USED BY THE CITY OF MOUNT DORA TO ACQUIRE THE PROPERTY KNOWN AS THE "NO. 3 FRONTAGE ROAD RIGHT OF WAY".

4. THE SIGNING SURVEYOR COULD NOT FIND ANY RIGHT OF WAY OR MAINTENANCE MAPS FOR ANY PORTION OF LIMIT AVENUE NOT SHOWN ON THE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 11010, F.P. NO. 429356-1, DATED 5-20-2016. THE LOCATION OF THE EXISTING NORTH RIGHT OF WAY LINE OF LIMIT AVENUE IS BASED ON THE FIELD LOCATION OF EXISTING BOUNDARY MONUMENTS.



2758 Susanday Drive
 Orlando, Florida 32812
 321-377-0564

Michael Cummins
 PSM 5592

Digitally signed by Michael
 Cummins PSM 5592

Reason: I am approving this
 document

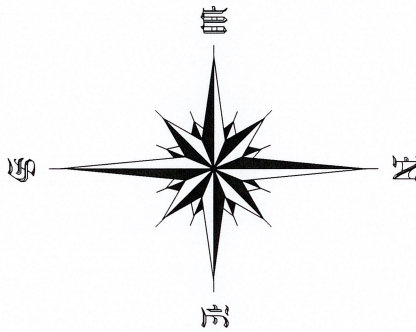
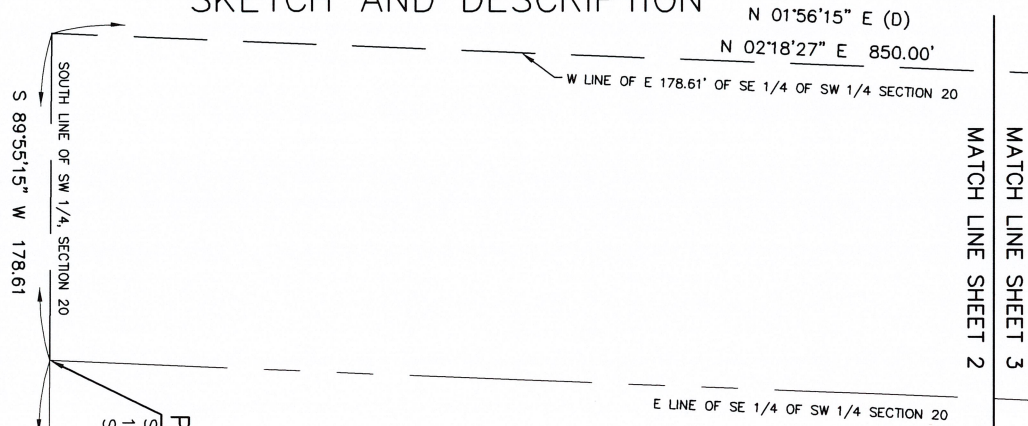
Date: 2023.02.06 16:25:29 -05'00'

SURVEYOR & MAPPER IN RESPONSIBLE CHARGE #LS 5592
 MICHAEL D. CUMMINS, JR. RSM

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER,
 UNLESS ELECTRONICALLY SIGNED PER CHAPTER
 5J-17.062 OF THE FLORIDA ADMINISTRATIVE CODE.

THIS IS SHEET 1 OF A 5 SHEET SKETCH AND
 DESCRIPTION. THIS DOCUMENT IS NOT COMPLETE OR
 VALID WITHOUT ALL 5 ELECTRONICALLY SIGNED SHEETS.

SKETCH AND DESCRIPTION



Michael Cummins
PSM 5592

Digitally signed by Michael
Cummins PSM 5592
Reason: I am approving this
document
Date: 2023.02.06 16:27:14 -05'00'

THIS IS SHEET 2 OF A 5 SHEET SKETCH AND
DESCRIPTION. THIS DOCUMENT IS NOT COMPLETE OR
VALID WITHOUT ALL 5 ELECTRONICALLY SIGNED SHEETS.

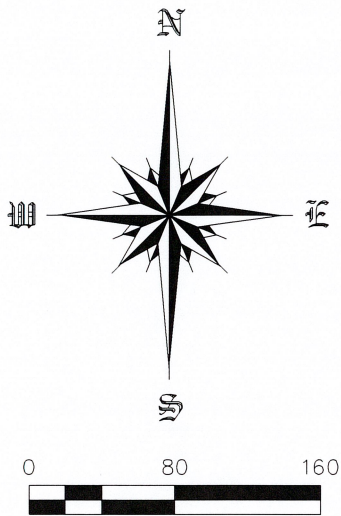
2-06-2023 GENERAL REVISIONS PER CITY OF MOUNT DORA COMMENTS
1-25-2023 GENERAL REVISIONS PER CITY OF MOUNT DORA COMMENTS
1-11-2023 REVISED DESCRIPTION PER CITY OF MOUNT DORA COMMENTS



2758 Susanday Drive
Orlando, Florida 32812
321-377-0564
Certificate of Authorization LB 6983
SHEET 2 OF 5

MATCH LINE SHEET 2

SKETCH AND DESCRIPTION



NORTHWEST CORNER OF SOUTHWEST 1/4
OF SOUTHEAST 1/4 OF SECTION 20,
TOWNSHIP 19 SOUTH, RANGE 27 EAST

N 49°37'00" E (D)
N 49°59'12" E 658.44'

MATCH LINE SHEET 3
MATCH LINE SHEET 4

N 89°54'00" E (D)
S 89°43'48" E 268.59'

MATCH LINE SHEET 3
MATCH LINE SHEET 2

N 01°56'15" E (D)
N 02°18'27" E 850.00'
W LINE OF E 178.61' OF SE 1/4 OF SW 1/4 SECTION 20

E LINE OF SE 1/4 OF SW 1/4 SECTION 20

**Michael
Cummins PSM
5592**

Digitally signed by Michael
Cummins PSM 5592
Reason: I am approving this
document
Date: 2023.02.06 16:28:27 -05'00'

THIS IS SHEET 3 OF A 5 SHEET SKETCH AND
DESCRIPTION. THIS DOCUMENT IS NOT COMPLETE
OR VALID WITHOUT ALL 5 ELECTRONICALLY SIGNED
SHEETS.



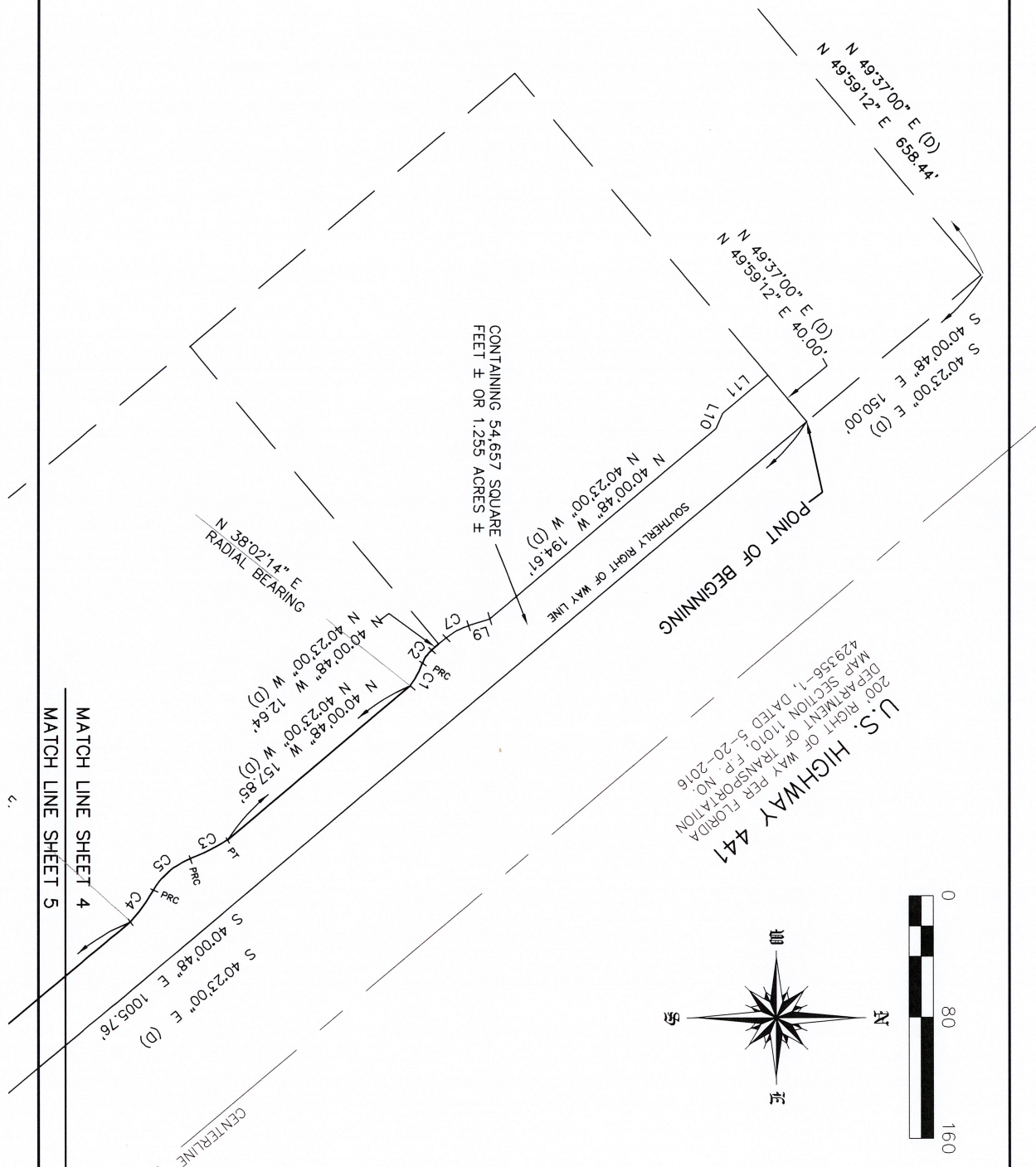
2758 Susanoday Drive
Orlando, Florida 32812
321-377-0564
Certificate of Authorization LB 6983

2-06-2023 GENERAL REVISIONS PER CITY OF MOUNT DORA COMMENTS
1-25-2023 GENERAL REVISIONS PER CITY OF MOUNT DORA COMMENTS
1-20-2023 REVISED DESCRIPTION PER CITY OF MOUNT DORA COMMENTS

SHEET 3 OF 5
Page 85 of 150

SKETCH AND DESCRIPTION

MATCH LINE SHEET 3
MATCH LINE SHEET 4



Michael Cummins
PSM 5592

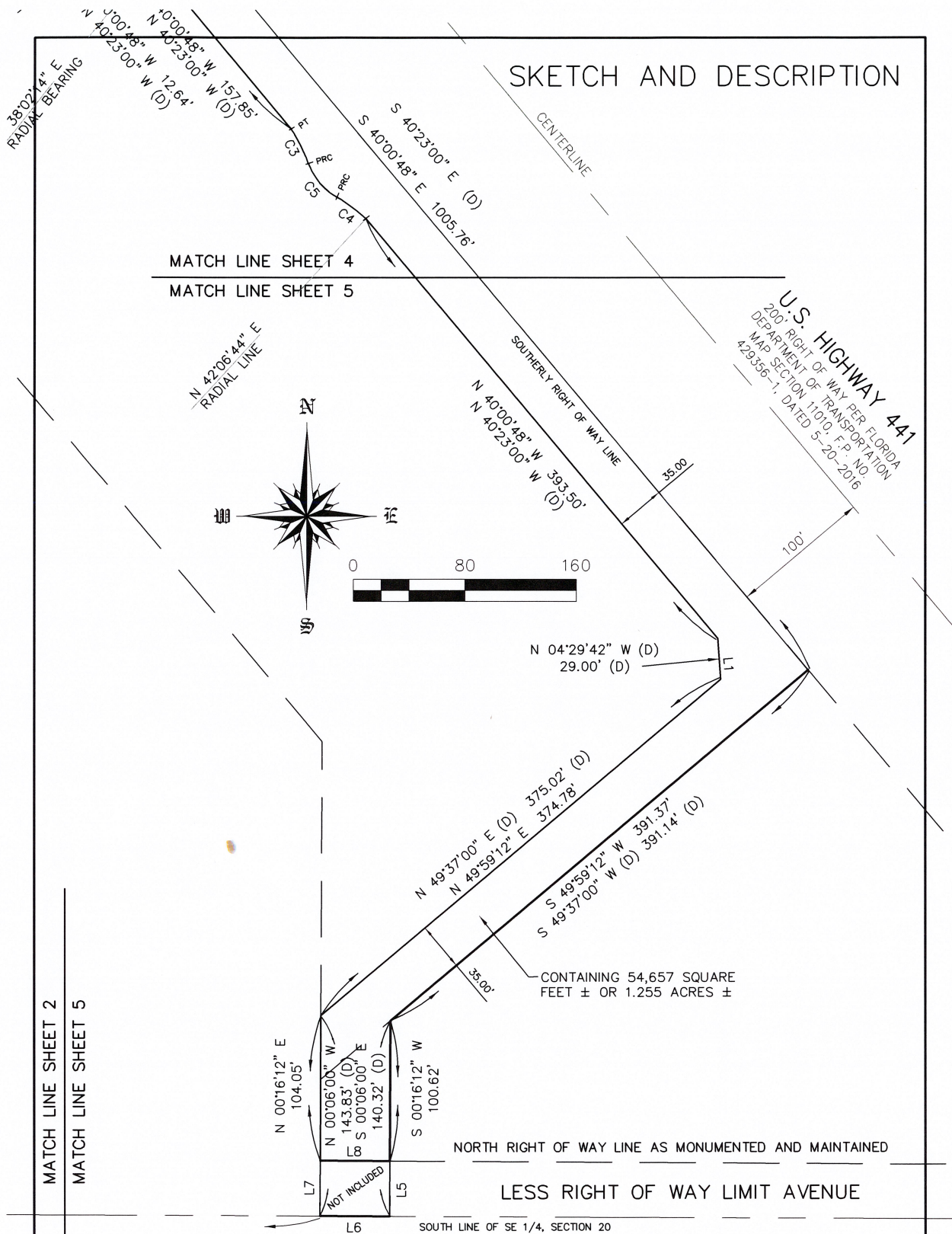
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Cummins PSM 5592
Reason: I am approving this
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Date: 2023.02.06 16:29:39 -05'00'



2758 Susanday Drive
Orlando, Florida 32812
321-377-0564
Certificate of Authorization LB 6983

THIS IS SHEET 4 OF A 5 SHEET SKETCH AND
DESCRIPTION. THIS DOCUMENT IS NOT COMPLETE OR
VALID WITHOUT ALL 5 ELECTRONICALLY SIGNED SHEETS.

SKETCH AND DESCRIPTION



LIMIT AVENUE
RIGHT OF WAY VARIES
(SEE SURVEYOR'S NOTE 10)

Michael Cummins
PSM 5592

Digitally signed by Michael
Cummins PSM 5592
Reason: I am approving this
document
Date: 2023.02.06 16:31:08 -05'00'

THIS IS SHEET 5 OF A 5 SHEET SKETCH AND
DESCRIPTION. THIS DOCUMENT IS NOT COMPLETE OR
VALID WITHOUT ALL 5 ELECTRONICALLY SIGNED SHEETS.



2758 Susanday Drive
Orlando, Florida 32812
321-377-0564

February 21, 2023 City Council Regular Session Agenda

2-06-2023 GENERAL REVISIONS PER CITY OF MOUNT DORA COMMENTS
1-25-2023 GENERAL REVISIONS PER CITY OF MOUNT DORA COMMENTS
1-19-2023 REVISED DESCRIPTION PER CITY OF MOUNT DORA COMMENTS

SHEET 5 OF 5
Page 87 of 150

PERMANENT EASEMENT

THIS EASEMENT granted by Alysha Enterprises, Inc., whose mailing address is, 3015 Windchime Circle West, Apopka, Florida 32703, hereinafter collectively referred to as “GRANTOR,” unto the City of Mount Dora, a Florida Municipal Corporation, 510 N. Baker Street, Florida, 32757, hereinafter referred to as “CITY”.

WITNESSETH:

WHEREAS, the GRANTOR is the owners of that certain property more particularly described in **Composite Exhibit “A”**, attached hereto and made a binding part hereof; and

WHEREAS, the CITY has demonstrated a need for a permanent easement over the property described in **Composite Exhibit “A,”** (Easement Area) attached hereto.

NOW, THEREFORE, in consideration of the sum of ten dollars and 00/100 (\$10.00) and the mutual advantages inuring each party to the other, GRANTOR does hereby grant, bargain, sell and convey to the CITY a permanent easement for the purpose of providing, conveying, distributing, carting or transmitting potable water, reclaimed water, sanitary sewer, electric, fiber and for any other purposes for which the CITY, in its sole discretion, deems appropriate and, for any and all other purposes for which CITY utilities, of any type, are now or may hereafter be used, together with the right, privilege and authority to install, construct, locate, lay, operate, maintain, inspect, alter, improve, augment, remove, repair, relocate, rebuild and/or replace pipes, poles, wires, cables, mains, conduits and all other equipment and/or facilities, improvements and/or accessories that the CITY, in its sole discretion, deems necessary, desirable and/or appropriate in order to ensure the proper maintenance of its utility systems and/or the right of ingress and egress, over, across and beneath the real property described in **Composite Exhibit “A”**.

IN ADDITION, the rights granted to the CITY by the GRANTOR specifically include: (a) the right to maintain cut, clear and remove from the Easement Area, any trees, limbs, undergrowth or other physical objects or obstructions which, in the judgment of the CITY, may endanger or interfere with the safe and efficient installation use, operation or maintenance of the facilities located in the Easement Area; (b) the right to remove at any type of fencing, landscaping or any other structure of any type placed in or impeding the Easement Area; and (c) the right to do anything necessary, useful or convenient for the full enjoyment of the rights granted herein. Any impediments placed in the Easement Area by the GRANTOR is at the risk of the GRANTOR.

PROVIDED, HOWEVER, any construction or other work associated with the installation, use, maintenance, repair or replacement of the CITY’s equipment and/or structures in the Easement Area shall not unreasonably interfere with the retained ownership rights of GRANTOR in the Easement Area.

ALSO PROVIDED, the CITY shall promptly repair any damage to the Easement Area, or any other property not owned by the CITY, caused by the CITY’s exercise of its rights under this Easement, including replacement of ground cover, plantings, roadway, driveway, sidewalk, parking area or other improvements.

This Easement is non-exclusive and the Grantor reserves unto itself, its successors and assigns, the right to utilize the Easement Area for any purpose which does not unreasonably interfere with the use of the Easement Area by the CITY for the purposes set forth herein. Each party shall use the rights granted and reserved by this Easement with due regard for the rights of the other parties to use and enjoy the Easement Area.

TO HAVE AND TO HOLD said easement and right of entry unto the City of Mount Dora, Florida, and its successors and assigns, forever.

GRANTORS do hereby covenant with the CITY that it is lawfully seized and possessed of the real property above described, that it has good and lawful right to convey the same, or any part thereof, and that said real property is free of all encumbrances, and, to the best of GRANTOR's knowledge without inquiry, there are no hazardous substances contaminating the Easement Area, or that area immediately surrounding the Easement Area, which is owned and/or controlled by the GRANTOR.

The GRANTOR nor anyone dependent upon the GRANTOR resides on the Easement Area and GRANTOR hereby covenants and warrants that such real property does not constitute the homestead of said GRANTOR as defined by the laws and the constitution of the state of Florida.

The terms, covenants and conditions set forth in this Easement shall run with the land described herein and shall benefit and bind the parties hereto, and any successor owner of all or any portion of the subject real property.

THIS INSTRUMENT IS INTENDED TO MAKE A DEDICATION TO THE PUBLIC.

*Remainder of Page Intentionally Left Blank
Signatures on Following Page*

IN WITNESS WHEREOF, said GRANTORS have caused these presents to be duly executed this 19th day of January, 2023.

WITNESSES:

Printed: Rubi Villegas

Printed: Christian J. Henderson

GRANTOR

By: Akber M. Jamal
President

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Akber M. Jamal, who personally swore or affirmed that he is authorized to execute this Easement and thereby bind the Alysha Enterprises, Inc., who is personally known to me or who produced Florida Drivers license as identification, and who did/did not take an oath this 19th day of January, 2023.



Christian J. Henderson
NOTARY PUBLIC

THE ABOVE EASEMENT accepted for public use by the Mayor of the City of Mount Dora dated this ____ day of _____, 2023.

CITY OF MOUNT DORA

CRISSY STILE
MAYOR

ATTEST:

Approved as to form and legality as to City of Mount Dora.

Jeanann Hand, City Clerk

Sherry G. Sutphen, City Attorney

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

A TRACT OF LAND IN SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA. DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA; THENCE S 89°55'15" W ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 178.61 FEET; THENCE N 02°18'27" E ALONG THE WEST LINE OF THE EAST 178.61 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 850.00 FEET; THENCE S 89°43'48" E, 268.59 FEET; THENCE N 49°59'12" E, 658.44 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441; THENCE S 40°01'38" E ALONG SAID RIGHT OF WAY LINE, 430.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE S 40°01'38" E ALONG SAID RIGHT OF WAY LINE, 726.17 FEET; THENCE S 49°59'12" W, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, 55.00 FEET; THENCE N 40°01'38" W, 45.78 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 9.50 FEET; THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 14.92 FEET TO THE POINT OF TANGENCY; THENCE S 49°58'22" W, 91.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 29.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 46.34 FEET TO THE POINT OF TANGENCY; THENCE S 40°01'38" E, 25.97 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 94.50 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°17'00", A DISTANCE OF 66.44 FEET TO THE POINT OF TANGENCY; THENCE S 00°15'22" W, 158.06 FEET TO A POINT ON THE PROPOSED NORTH RIGHT OF WAY LINE OF LIMIT AVENUE, THENCE N 89°38'41" W, ALONG SAID PROPOSED RIGHT OF WAY LINE, SAID LINE BEING 48.00 FEET NORTH OF AND PARALLEL TO THE EXTENSION OF THE CENTERLINE OF LIMIT AVENUE, PER THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 11010, F.P. NO. 429356-1 FOR STATE ROAD NO. 500/U.S. HIGHWAY 441, DATED 05/20/2016, A DISTANCE OF 25.00 FEET; THENCE N 00°15'22" E, DEPARTING SAID PROPOSED NORTH RIGHT OF WAY LINE, 158.01 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 69.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°17'00", A DISTANCE OF 48.86 FEET TO THE POINT OF TANGENCY; THENCE N 40°01'38" W, 80.47 FEET; THENCE N 49°58'22" E, 140.50 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 14.50 FEET; THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 22.78 FEET TO THE POINT OF TANGENCY; THENCE N 40°01'38" W, 572.04 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 94.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°00'00" A DISTANCE OF 24.74 FEET TO THE POINT OF TANGENCY; THENCE N 25°01'38" W, 23.92 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 45.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°00'49", A DISTANCE OF 11.92 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N 49°59'12" E, 44.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 50,549 S.F. OR 1.16 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA EAST, (901) PROJECTION PER READINGS FROM THE FLORIDA PERMANENT REFERENCE NETWORK, GLOBAL NAVIGATION SATELLITE SYSTEM, NORTH AMERICAN DATUM OF 1983, REVISED 2011, (NAD83). BEARINGS ARE REFERENCED TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 441.

C.A. CENTRAL ANGLE
C.B. CHORD BEARING
(D) DESCRIPTION
LS LICENSED SURVEYOR NUMBER
L ARC LENGTH
LB LICENSED SURVEYING BUSINESS
PSM PROFESSIONAL SURVEYOR & MAPPER
O.R. OFFICIAL RECORDS
P.B. PLAT BOOK
R RADIUS
RSM REGISTERED SURVEYOR AND MAPPER
PT POINT OF TANGENCY
PC POINT OF CURVATURE

Michael
Cummins PSM
5592

Digitally signed by Michael
Cummins PSM 5592
Reason: THIS IS A 5 PAGE
DOCUMENT
Date: 2023.01.11 16:26:25 -05'00'

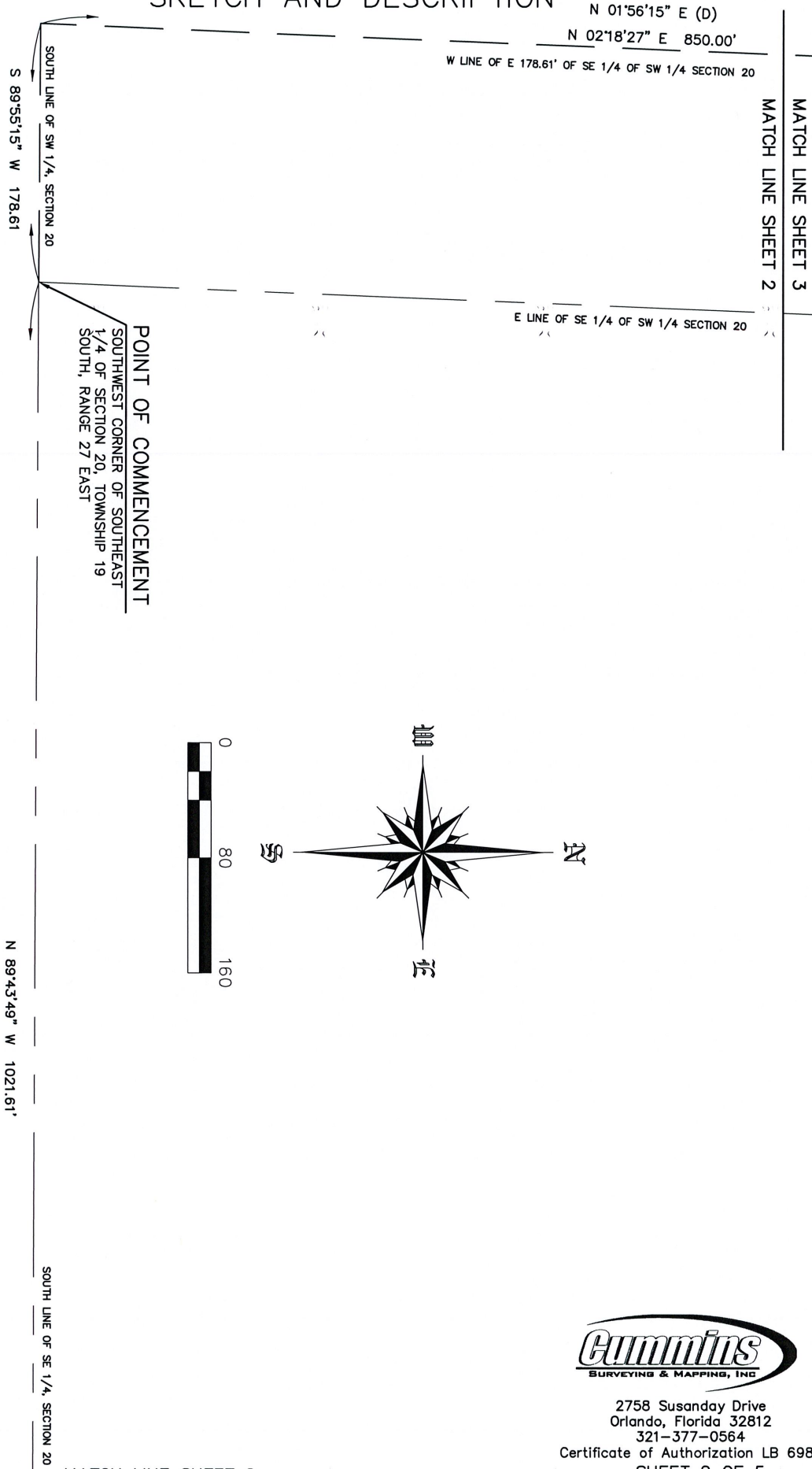
SURVEYOR & MAPPER IN RESPONSIBLE CHARGE #LS 5592
MICHAEL D. CUMMINS, JR. RSM



2758 Susanday Drive
Orlando, Florida 32812
321-377-0564

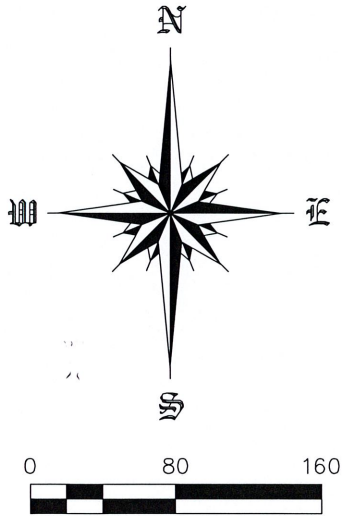
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER,
UNLESS ELECTRONICALLY SIGNED PER CHAPTER
5J-17.062 OF THE FLORIDA ADMINISTRATIVE CODE.

SKETCH AND DESCRIPTION



2758 Susanday Drive
 Orlando, Florida 32812
 321-377-0564
 Certificate of Authorization LB 6983
 SHEET 2 OF 5

SKETCH AND DESCRIPTION



NORTHWEST CORNER OF SOUTHWEST 1/4
OF SOUTHEAST 1/4 OF SECTION 20,
TOWNSHIP 19 SOUTH, RANGE 27 EAST

N 01°56'15" E (D)
N 02°18'27" E 850.00'
W LINE OF E 178.61' OF SE 1/4 OF SW 1/4 SECTION 20

MATCH LINE SHEET 3
MATCH LINE SHEET 2

E LINE OF SE 1/4 OF SW 1/4 SECTION 20

N 89°54'00" E (D)
S 89°43'48" E 268.59'

N 49°37'00" E (D)
N 49°59'12" E 658.44'

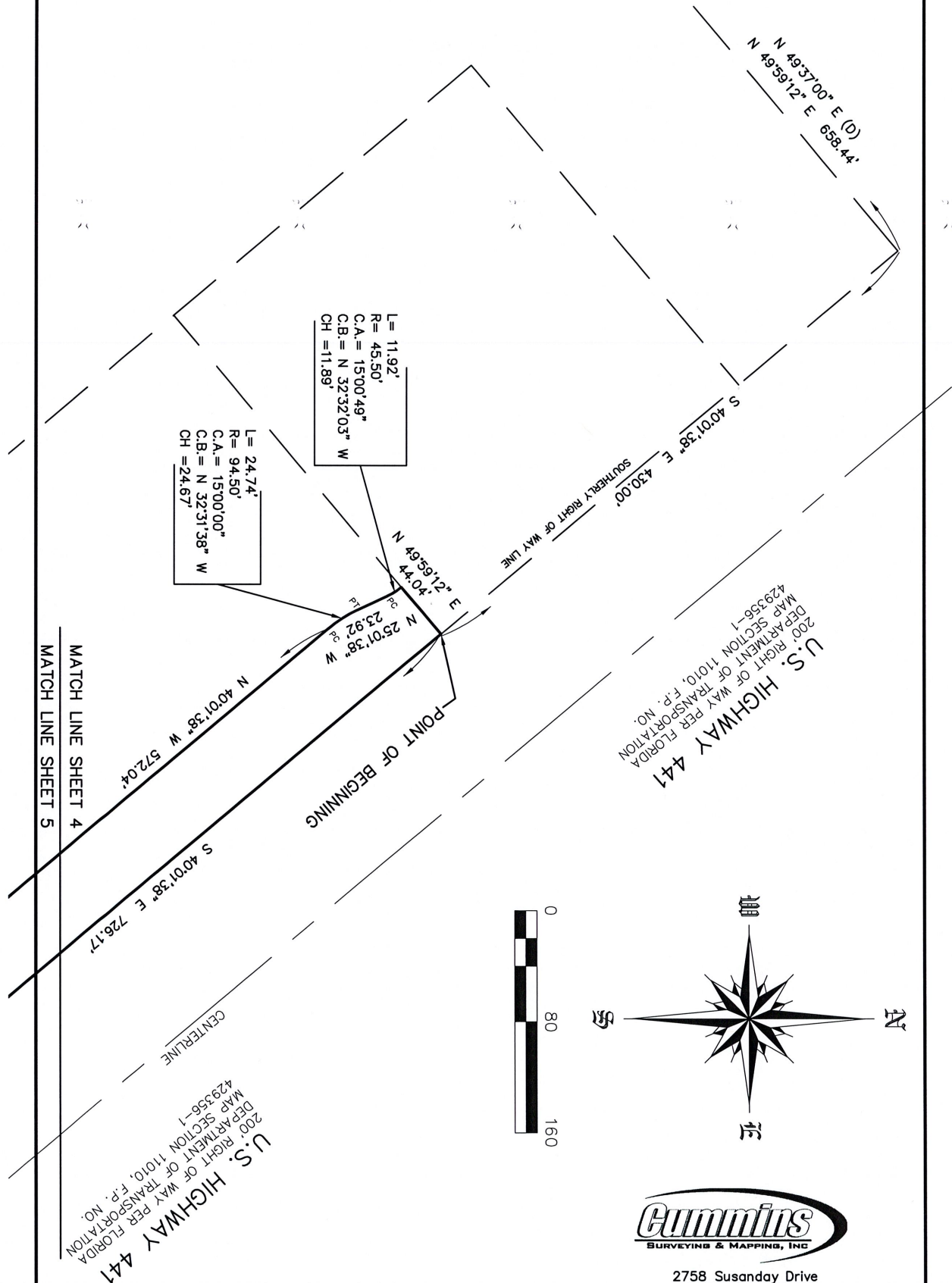
MATCH LINE SHEET 3
MATCH LINE SHEET 4



2758 Susanday Drive
Orlando, Florida 32812
321-377-0564
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SKETCH AND DESCRIPTION

MATCH LINE SHEET 3
MATCH LINE SHEET 4

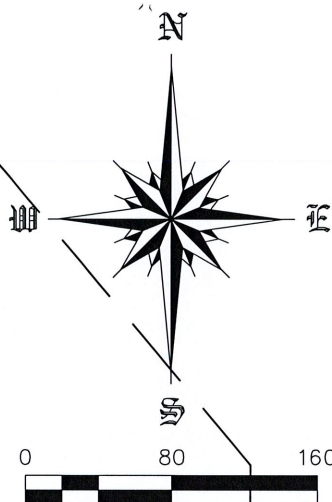


4'
30'
5'00'00"
32°31'38" W
.67'

U.S. HIGHWAY 441
200' RIGHT OF WAY PER FLORIDA
DEPARTMENT OF TRANSPORTATION
MAP SECTION 11010, F.P. NO.
429356-1

MATCH LINE SHEET 4

MATCH LINE SHEET 5



L= 22.78'
R= 14.50'
C.A.= 90°00'00"
C.B.= N 04°58'22" E
CH =20.51'

L= 14.92'
R= 9.50'
C.A.= 90°00'00"
C.B.= N 85°01'38" W
CH =13.44'

L= 46.34'
R= 29.50'
C.A.= 90°00'00"
C.B.= S 04°58'22" W
CH =41.72'

L= 66.44'
R= 94.50'
C.A.= 40°17'00"
C.B.= S 19°53'08" E
CH =65.08'

L= 48.86'
R= 69.50'
C.A.= 40°17'00"
C.B.= N 19°53'08" W
CH =47.86'

MATCH LINE SHEET 2
MATCH LINE SHEET 5

PROPOSED NORTH RIGHT OF WAY LINE

N 89°38'41" W 25.00'

EXISTING NORTH RIGHT OF WAY LINE

CENTERLINE S 89°38'41" E

SOUTH LINE OF SE 1/4, SECTION 20

LIMIT AVENUE

RIGHT OF WAY VARIES PER FLORIDA
DEPARTMENT OF TRANSPORTATION MAP
SECTION 11010, F.P. NO. 429356-1



2758 Susanday Drive
Orlando, Florida 32812
321-377-0564

Certificate of Authorization LB 6983

SKETCH AND DESCRIPTION

SHEET 5 OF 5



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

DATE: February 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval Final Reading (Adoption) of **Ordinance No. 2023-04**,
Mount Dora Mixed Use for MK and AD Land Investments, LLC Final PUD
(WBI-E District)

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2023-04.

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

Discussion:

The applicant's proposal is to create a Planned Unit Development (PUD) for the Mount Dora Mixed Use project located on the south side of SR 46 within the Wolf Branch Innovation District. These lands were recently annexed under Ordinance No. 2022-11 on August 16, 2022. This is the first development proposal of the Employment Center (WBI-E) District, comprising 38 acres for a new office, retail, hotel, adult living facility, mini-warehouse, commercial support, convention center, residential, and parking garage (underground). This project will create a true mixed-use town center or urban village.

FLOOR AREA RATIO (F.A.R.): The City's Employment Center Future Land Use designation was adopted by Ordinance No. 2023-03 at the January 17, 2023, City Council meeting. The City's future land use category decreased the overall intensity Floor Area Ratio from County 3.0 to City 2.0. The Floor Area Ratio is the relationship between a building's total usable floor area and the total area of the lot on which the building stands. Under the County's allowable F.A.R. the maximum building square footage could have been 5.0 million square feet. After the annexation, the City assigned the "Employment Center" land use designation decreased the

F.A.R to a maximum allowable 3.3 million square feet (calculations: 38 acres or 1,655,280.00 square feet x 2.0).

The applicant's master plan tailors the site design, parking, building location, and uses specific to the mixed-use project. The project includes phased mid-high rise buildings and commercial support. Subsequent to the December 21, 2022, Planning and Zoning Commission recommendation with eight conditions, the applicant provided an updated master plan that appears to have addressed all PZC conditions. The building height was expressed as a concern by City Council at the January 17, 2023, First Reading public hearings. City Council approved the master plan with conditions mainly related to the building height being proposed. Subsequent to the PZC meeting and January 17th City Council meeting, the applicant modified the PUD Final Master Plan and addressed the items. The applicant on January 27, 2023, provided a revised master plan with the following changes. The applicant provided a summary response letter on February 6, 2023 (Attachment #2).

- **Revised** from 650 to 865 apartment units
- **Revised** from 450 to 665 condo units
- 275 senior living units
- 900,000 sf office
- **Revised** from 750,000 sf to 950,000 sf commercial
- 100,000 sf convention center
- 150,000 sf min-warehouse
- 325 hotel rooms
- 80,000 sf future commercial Tract 1 (fronting SR 46)
- 100,000 sf future commercial Tract 2 (fronting SR 46) with specialty grocer (55,000 sf)
- **Revised** Buildings B, C, and D are mixed use buildings with office, residential, and commercial.
- **Revised** Building A (Office) moved from Phase 1 to Phase 3.
- **Revised** Building height reduced from 350 feet to 250 feet

The applicant has requested deviation from the zoning district assignment of the Wolf Branch Innovation Employment (WBI-E). The main zoning performance standards and uses included additional commercial and an increase in the building height from 100 feet to 250 feet (applicant modified the height proposal from the presentation at the City's Planning and Zoning Commission from 350 feet to 250 feet). As noted, there are existing conditions of the site which appear to provide justification for building height adjustments with the slope of the land from SR 46 to the railroad (north to south) ranging from 55 feet to 60 feet. In addition, the job creation associated with professional offices is consistent with the overall purpose of the Employment Center of the WBID. The height is a visual formula defined as follows: no buildings can be greater than 250 feet with a 310 feet setback from SR 46. The final grade of the site will not allow any building to view from SR 46 to be higher than 250 feet and must be setback 310 feet. The extreme slope of the site from SR 46 to the Railroad (southern end) drops from 55 feet to 60 feet in elevation.

PUD Master Plan Development Summary Condition:

2. BUILDING HEIGHT: 100 FT. IN HEIGHT FRONTING STATE ROAD 46 (TRACTS 1 & 2). 250' FEET (INTERIOR BUILDINGS CAN EXCEED THE 250' FOOT HEIGHT AS THE SITE SLOPES TO THE REAR BUT CANNOT EXCEED THE 250' HEIGHT VISIBILITY FROM STATE ROAD 46).

The advertisements for the adoption hearing are provided in Attachment #1. The application and support documents along with the December 21, 2022, Planning and Zoning Commission staff report are on file with the Planning and Development department. These documents were provided in the agenda packet for the First Reading City Council items held on January 17, 2023. To avoid duplication of information, these support documents were not included in the Second Reading agenda packet.

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 January 17, 2023, recommended approval with conditions of First Reading of Ordinance 2023-04 and hold hearing for Second Reading and Final Adoption.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on December 21, 2022 with the following actions:

1. Recommended denial of the request, based on overall development intensity, building height being proposed, and vision of the WBID. Vote failed 2-5.
2. Recommended approval with conditions (vote passed 6-1) of the rezoning from County Light Manufacturing (LM and Planned Industrial District (MP) to City WBI-E (PUD) District for the Mount Dora Mixed Use Master Plan. The PZC members expressed overall concerns and issues with the density, intensity, schools, and vision of the Wolf Branch Innovation District. The PZC conditioned the approval provided eight (8) items listed in the December 21, 2022, PZC staff report are satisfactorily addressed prior to scheduling City Council. Approval with the following conditions:
 - a. The Master Plan has to be revised to eliminate commercial uses of the WBI-C (Gateway) District. Listed as Item No. 2 Permitted Use. The applicant has proposed to include all uses of the Gateway, which is allocated for SR 46 and Round Lake Road of the WBID. This inclusion conflicts with the WBI-E district uses allowed by right;
 - b. The Master Plan has to be revised to eliminate single-use highway commercial as a permitted use. Listed as Item No. 25 Permitted Use. Single highway commercial uses are strictly prohibited within the WBI-E Zoning District;
 - c. The proposed trailhead shall be developed to meet the requirements of a neighborhood park, as defined in the Comprehensive Plan, to include: a minimum of two (2) acres in size and includes the following elements: sports courts, small playground, picnic pavilions, on- or off-street parking, as required for ADA

- accessibility, and open space. The development of this park shall be required prior to obtaining any Certificate of Occupancy (CO) for any residential dwelling units;
- d. No building architecture shall employ a glass curtain wall system as an outer covering of a building(s);
 - e. Capacity for water, wastewater, and reclaimed is a concern for the full build-out scenario; therefore, no site plan approvals can occur until such time the City has sufficient utility capacity;
 - f. The concept plan for building a height of 350 feet in lieu of a 100 feet limitation is a concern within the Wolf Branch Innovation District's overall vision. Additional building height and building floors could be considered. The applicant has not provided sufficient information and documentation for the building heights being considered in keeping with the WBID. The PZC recommended this aspect be addressed accordingly.
 - g. The applicant has provided development data that caps the FAR at 2.00 and has indicated to staff during the site plan that all WBI-E performance standards would be maintained. Because the applicant has requested deviations from the underlying WBID-E in terms of height and permitted uses, the master plan is lacking support for specific FAR and/or any limitations. The Master Plan has to be revised to provide details of building sizes and maximum number of floors;
 - h. The mini-warehouse storage shall only provide storage within an enclosed building. Outside storage of equipment, materials, boats and RVs shall be prohibited. The storage facility shall comply with the commercial design standards.

The Development Review Committee (DRC) on November 30, 2022, recommended approval with conditions of the change in zoning and forwarded them to the PZC. Note: The applicant submitted revisions to the Master Plan on December 14, 2022, advising the master plan Floor Area Ratio would reflect the maximum (2.00) and the building sizes listed on the Master Plan are conceptual.

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 the Final Reading of Ordinance No. 2023-04, Mount Dora Mixed Use for MK and AD Land Investments, LLC Final PUD (WBI-E District).

Attachment(s):

1. Attachment 1 Legal Advertisement Publication Final (ADA)
2. Attachment 2 Applicants Response Letter 2-6-23
3. Ord 2023-04 Final PUD (WBID-E District) MD Mixed Use Final Reading.SGS

4. Exhibit A Legal Description
5. Exhibit B (Final PUD) Mount Dora AmcoMixed Use Master Plan (Revised 2-10-2023)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Misty Sommer, Economic Development Manager

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 2/13/2023

Approved - 2/14/2023

Approved - 2/14/2023

Final Approval - 2/14/2023

ATTACHMENT #1
NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2023-04
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-04. The final public hearing on the ordinance will be held on Tuesday, February 21, 2023 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 2023-04 is as follows:

ORDINANCE NO: 2023-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE REZONING AND MASTER PLAN FOR “MOUNT DORA MIXED USE”; PROVIDING FOR THE REZONING AND APPROVAL OF THE MOUNT DORA WOLF BRANCH INNOVATION EMPLOYMENT (WBI-E) DISTRICT FOR THAT PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF SR 46 AND EAST OF BUTTERCUP LANE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

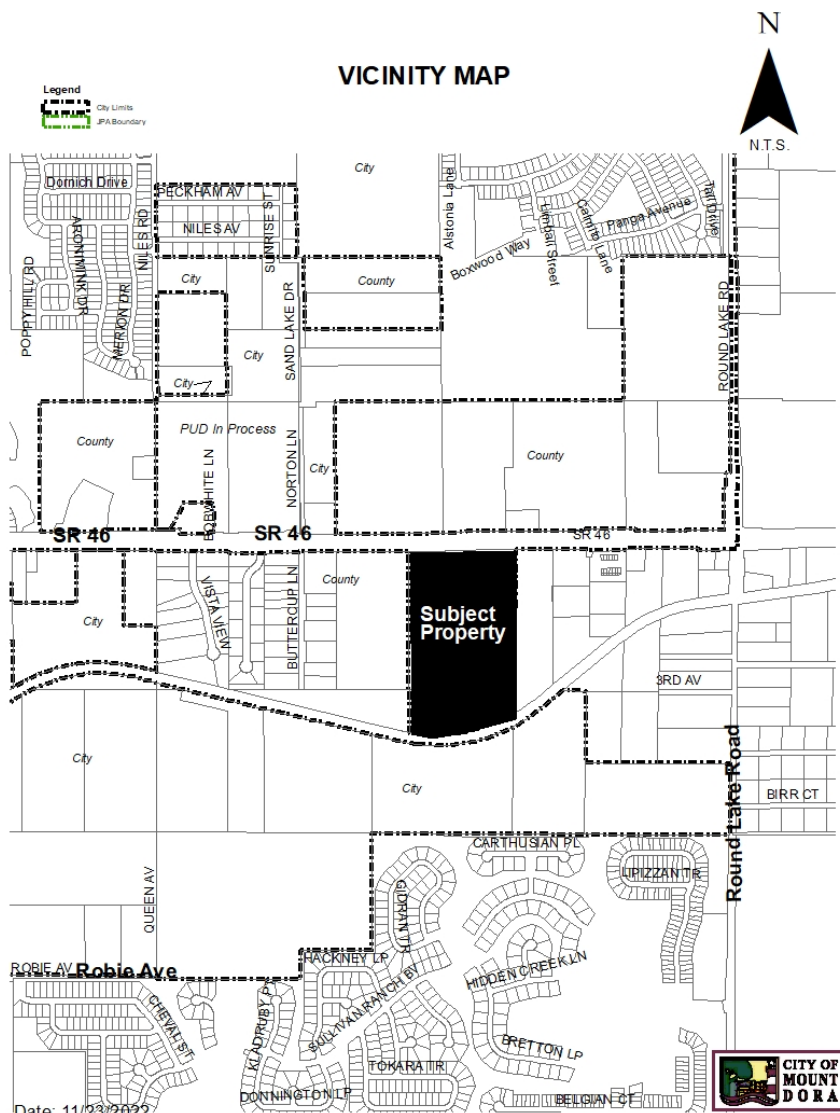
Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the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

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: February 10, 2023

ORDINANCE NO: 2023-04

Further, the adoption of Ordinance No. 2023-04 includes a Zoning Map Amendment changing certain lands from County Light Industrial (LM) and County Planned Industrial (MP) to City Planned Unit Development and assign the zoning district as Wolf Branch Innovation Employment (WBI-E) as depicted on the map of this advertisement below:



The City Council of the City of Mount Dora, Florida will conduct a public hearing to consider the adoption of Ordinance No. 2023-04 on **Tuesday, February 21, 2023**. This meeting will be held at City Hall, 510 North Baker Street, Mount Dora, Florida and will begin at 6:00 p.m., or as soon thereafter as possible

Interested parties may appear at the meeting and be heard with respect to the proposed change in zoning.

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

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

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

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

For Questions or Comments, please email staff at **planningcomments@cityofmoundora.com**.

Title in 18 point
2 column, 10.5 inch; Non-legal

Publish: February 10, 2023



February 6, 2023
RE: Mount Dora Mixed Use Final PUD
Ordinance No. 2023-04

Esteemed City Council Members,

Thank you for taking the time to express your concerns regarding the MDMU mixed-use development located within the Wolf Branch Innovation District.

We respect the Council's proactive approach in communicating concerns, both personally and through representing the views of the local residents, regarding the proposed project. These insights are invaluable to us. We understand the importance of taking the time to carefully consider and address the perspectives and worries of Council and those in the surrounding community. We recognize that community input plays a crucial role in ensuring that our developments positively impact and contribute to the communities we develop within.

Our team has, and will continue to be, committed to taking your concerns into account and addressing them in a transparent and comprehensive manner. Our aim is to provide clarity and understanding around aspects of the project that may have been misconstrued, so that a complete and accurate picture of the development being proposed is presented.

This written response is to affirm our commitment to developing a project that, at a minimum, meets the established goals and intent of the Wolf Branch Innovation District while also clarifying any misunderstandings that may exist, so that a clearer and more complete picture of the development can be formed and appreciated by all.

In response to your concerns, we have provided clarifications and additional information about the development within the attached Exhibit A: [MDMU Additional Information Response – Feb.6.2023](#)

We hope that this additional information will address your concerns and that you will see the potential benefits of the proposed development for the Wolf Branch Innovation District, the City of Mount Dora and the community at large. If you have additional questions or concerns regarding the merits of the development as they pertain to the WBID, we will provide additional information.

This development will bring significant economic impact to the area and make the Wolf Branch Innovation District a more attractive place for people to live, work, play, and do business, meeting the original intention of the collaboration between the City of Mount Dora and Lake County in creating the Wolf Branch Innovation District.

We appreciate and thank you for your continued involvement and attention to the MDMU "Live-Work-Play-Stay" mixed-use development within the Wolf Branch Innovation District. We are eager to see this project materialize and bring positive impact to the WBID and the community at large.

Sincerely,

Aaron Hakim
AMCO Development



Exhibit A:
MDMU Additional Information Response – Feb.6.2023

1. **Clarifying the intent and description of the Wolf Branch Innovation District:**

The Wolf Branch Innovation District is an 850 acre Planned Development area in Northeast Lake County collaboratively designed, over the last 20 years, between the City of Mount Dora and Lake County, in preparation of future growth to the area. This District was planned and designed to be a vibrant and impactful job-generating, mixed-use community that would see accelerated economic opportunity due to the opening of the Wekiva Parkway's (SR453 & SR429) newly realized access to the greater Orlando metro area. The Wekiva Parkway set the stage for growth in this area of northeast Lake County by offering a direct connection to the greater Orlando area and surrounding Counties. The WBID planned mixed use district was designed to be a sustainable, walkable, and innovative technology-driven community that includes mixed uses, including residential, commercial, office and industrial components. The district's plan includes a focus on innovation and technology, with an emphasis on creating a community hub for businesses and entrepreneurs within certain targeted industries to bring High-Wage employment to the area while also making Mount Dora an even better place to live, work, play and do business.

2. **Compatibility with the Original Goals of the Wolf Branch Innovation District:**

The MDMU 38.25 acre Planned Unit Development is best defined as a "Live-Work-Play-Stay" Mixed Use Development. Over the past five years, our team has collaborated closely with our partners and the city to meticulously design and plan the development program to meet and/or exceed the standards of the WBID Design Guidelines and Land Use Code for the WBID district. The reason this development was pursued under a PUD was to allow for any flexibility in design, height and usage in the Wolf Branch Innovation District, while also promoting sustainable and innovative growth within the WBID district. We believe the PUD is fully aligned with the original goals of the WBID and brings significant new employment opportunities to Mount Dora, with the inclusion of over 1.5 million square feet of targeted industry specific "high-wage employment" within a diverse mix of high-wage employment fields both listed and included in our plan.

Healthcare, Biotech, Clean Energy, Research and Development, Technology, Finance and Corporate Professional Services are all targeted sectors of high-wage employment included within our development plan and the jobs they create are required to pay at least 115% of the County or MSA wage.

In addition to providing high-wage employment space, the development also includes retail, commercial, institutional and residential spaces, which will bring in additional jobs and new investment to the area. The development also focuses on including / providing the required necessary uses / components to ensure the development is sustainable and viable while supporting the goals of the WBID and incentivizing the high-wage employment sectors to invest within the WBID and our development. The developments pedestrian-friendly streetscapes, recreational areas, entertainment venues and a wide range of amenities and services provide the support for the needs of its employees, residents, and visitors while also making it a welcoming and attractive destination for employers, employees, residents, visitors and the general public at large.



Exhibit A:
MDMU Additional Information Response – Feb.6.2023

Additional employment sectors included within the MDMU mixed use PUD are below:

- **Healthcare:** The inclusion of medical offices and an urgent care facility would create jobs in the healthcare sector, including physicians, nurses, and support staff.
- **Education:** The preschool included in the development would create jobs in the education sector. There is also space included within Buildings A-D for educational uses.
- **Senior Living:** The senior living units would create jobs in areas such as assisted living, nursing, and support services.
- **Retail and hospitality:** The development would include retail, food and beverage outlets and 325 hotel rooms which would create jobs in areas such as sales, customer service, and hospitality.
- **Property Management:** The commercial / office space, residential units, senior living units and recreational facilities, would require property management staff including engineering, maintenance and parks service departments.

Once again, this innovative project is designed to help create a dynamic and thriving new hub within the WBID providing employment and benefits for the city of Mount Dora while meeting the needs of residents, workers, and the community as a whole. The development's design with significant focus on improved quality of life, wellness, walkability and pedestrian access, as well as the enhanced community amenities, public meeting spaces, convention center, medical offices, urgent care facility, preschool, restaurants, retail shopping and large green spaces, would improve the overall quality of life for employees, residents and the public.

3. **Height concern of mixed use Building A:**

At the outset of the project the height of Building A was proposed to the City's Planning & Zoning Commission as 350 feet, but we heard and took into consideration the concerns raised and reduced it to 310 feet. Our appearance before City Council on January 17th, 2023 came with a recommendation of approval from the P&Z Commission and city staff with the reduced height of 310 feet for Building A. However, in a continued effort to respond to the concerns of the community and council, we meticulously examined ways to reduce the height further without compromising the viability and sustainability of the project. As a result, we were able to further reduce the height of Building A to **250 feet** through creative and innovative redesign approaches. This further reduction in height demonstrates our commitment to balancing the project's viability with the community and council's concerns.



Exhibit A:
MDMU Additional Information Response – Feb.6.2023

4. **Preserving the Small-town Feel of Mount Dora:**

We share your appreciation for this unique aspect of the City and are fully supportive of the City charter that protects it. We believe that our proposed mixed-use development in the WBID will complement, rather than detract from, the downtown's charming character. Despite having a Mount Dora address and being serviced by Mount Dora utilities, this development is designed to bring new and innovative businesses, opportunities, and growth **to a separate and distinct area, the WBID**, while preserving the heritage and charm of the downtown Mount Dora area.

5. **Lack of Medical and Educational Facilities:**

The proposed development includes spaces for medical offices, an urgent care facility and educational facilities, which will further fulfill the original mission of the WBID.

6. **Boost City General Fund Tax Revenues:**

With increased development and employment, the city of Mount Dora would receive substantial tax revenue from the development, which could be used to fund community projects and services.

7. **Improve Accessibility and Consumer Spending:**

With the inclusion of a specialty grocer, medical offices, urgent care facility, restaurants, and other amenities, employees, residents, visitors and the general public would have easier access to basic necessities and health services, improving the overall quality of life while encouraging consumer spending in the area, boosting the local economy in the WBID.

8. **Support Sustainable Development:**

With underground parking for 95% of the required spaces, the development would reduce the amount of land used for surface parking, making it more sustainable. The large central park with activities for people of all ages, the boardwalk and the smaller park located at the trailhead access to the proposed Wekiva Trail would also provide open and green space for the community and the public.

9. **Attract Tourists:**

The development's convention center, hotel rooms, entertainment venues and dining options would make the WBID a more attractive destination for tourists and help to boost the local economy of Mount Dora.

10. **Provide Community Gathering Spaces:**

The central park, boardwalk, trailhead access and food hall options would provide community gathering spaces for employees, residents and the public, fostering a sense of community and improving the overall quality of life in the WBID.

11. **Support Aging Population:**

The senior living units within the development would provide much-needed housing for the aging population in Mount Dora, helping to meet the needs of this growing demographic.

ORDINANCE NO: 2023-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE REZONING AND MASTER PLAN FOR “MOUNT DORA MIXED USE”; PROVIDING FOR THE REZONING AND APPROVAL OF THE MOUNT DORA WOLF BRANCH INNOVATION EMPLOYMENT (WBI-E) DISTRICT FOR THAT PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF SR 46 AND EAST OF BUTTERCUP LANE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, MK and AD Land Investments, LLC (Property Owner) is the fee simple owner of that property generally located on the south side of SR 46 and east of Buttercup Lane as more particularly described in **Exhibit “A”** attached hereto (Property) and AMCO Development, Inc., is the applicant representative (Applicant) acting on behalf of the Property Owner; and

WHEREAS, pursuant to City of Mount Dora Land Development Code, Section 3.4.15, the Property Owner/Applicant submitted a final master plan for the Property requesting Wolf Branch Innovation Employment (WBI-E) rezoning with a master plan entitled “Mount Dora Mixed Use;” 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, the “Mount Dora Mixed Use” master plan terms and conditions are consistent with the City's Comprehensive Plan and the underlying Employment Center Future Land Use designations for the Property; and

WHEREAS, on December 21, 2022, the City of Mount Dora Planning and Zoning Commission approved the proposed zoning district classification change and Zoning Map amendment; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to WBI-E, considered the findings and advice

of staff and considered the written information, oral comments and supporting data and analysis provided by members of the public and all interested parties; and

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

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

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

SECTION 2. Zoning District Classification Change and Zoning Map Amendment.

- (a) The Property is hereby rezoned from County LM (Light Manufacturing) and County Regional Office to City WBI-E subject to the conditions set forth herein.
- (b) The official Zoning Map of the City of Mount Dora shall be amended to reflect the rezoning on the Property from County LM (Light Manufacturing) and County Regional Office to City WBI-E.
- (c) The Property as rezoned shall be subject to all conditions set forth in the City's Land Development Code, except for the conditions, zoning performance standards, site designs standards, permitted uses and other components described or graphically depicted on the master plan for Mount Dora Mixed Use attached hereto as **Exhibit "B"**, which shall be the controlling master plan for the Property.
- (d) Future amendments to the approved master plan shall be by resolution processed by the planning and zoning commission and city council.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the rezoning of the Property from County LM (Light Manufacturing) and County Regional Office to City WBI-E, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. Non-Codification and Scrivener's Errors. The provisions of this Ordinance shall not be codified in the, City of Mount Dora Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected.

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

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

SECTION 8. Effective Date. This Ordinance shall take effect immediately upon adoption; however, shall become effective only after City of Mount Dora Ordinance 2023-03, adopting a small-scale comprehensive plan amendment to change the land use designation on the Property to Employment Center, becomes effective.

FIRST READING: January 17, 2023

SECOND READING: February 21, 2023

PASSED AND ADOPTED this 21st day of February 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Property Legal Description

EXHIBIT “B”
Master Plan Mount Dora Mixed Use

Exhibit “A”

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 38.23 ACRES, MORE OR LESS.

OWNER:	MK&AD LAND INVESTMENTS, LLC 1019 FLAGSTONE COURT APOPKA, FL 32703 (407) 462-7850
DEVELOPER:	AMCO DEVELOPMENT INC 1830 PLYMOUTH SORRENTO ROAD-SUITE 1001 APOPKA, FL 32712 407-462-7850
SURVEYOR:	NIETO-WHITTAKER SURVEYING, LLC 1728 N. RONALD REAGAN BLVD. LONGWOOD, FLORIDA 32750 (407) 636-8460
TRAFFIC ENGINEER:	TRAFFIC PLANNING DESIGN, INC. 535 VERSAILLES DR. MAITLAND, FL 32751 (407) 628-9955

PUD RESTRICTIONS

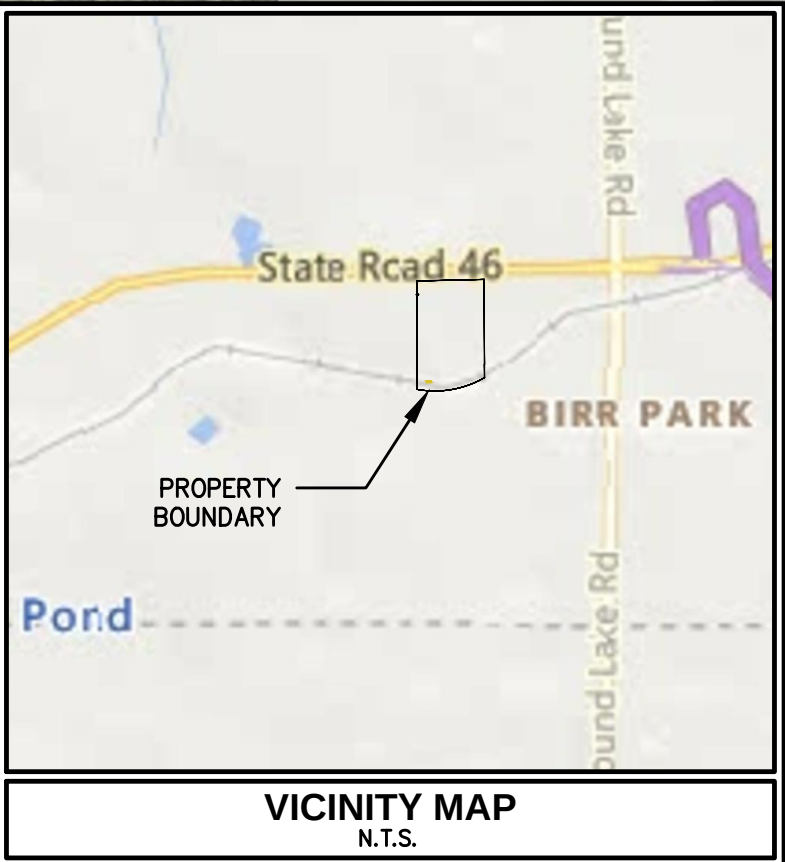
MAXIMUM 865 APARTMENTS
MAXIMUM 665 CONDOS
MAXIMUM 275 SENIOR LIVING UNITS (MIX OF ALF AND ILF)
MAXIMUM 900,000 SQUARE FEET OF OFFICE
MAXIMUM 950,000 SQUARE FEET OF COMMERCIAL
MAXIMUM 100,000 SQUARE FEET OF CONVENTION CENTER
MAXIMUM 150,000 SQUARE FEET OF MINI-WAREHOUSING STORAGE
MAXIMUM 325 HOTEL ROOMS WITH MAXIMUM 2 INDEPENDENT HOTELS ON PROPERTY
MAX BLDG SQUARE FOOTAGE FOR TRACT 1: 80,000
MAX BLDG SQUARE FOOTAGE FOR TRACT 2: 100,000
MAX BLDG SQUARE FOOTAGE FOR SPECIALTY GROCER: 55,000

PUD PERMITTED USES

1. MEDICAL AND PHARMACEUTICAL RESEARCH COMPLEXES.
2. GENERAL OFFICE BUILDINGS INCLUDING: RESEARCH AND DEVELOPMENT AND HEALTH CARE.
3. STAND ALONE RESTAURANTS. QUICK SERVICE ONLY ALLOWED IN MIXED-USE BUILDING.
4. STAND ALONE DAY CARE CENTERS.
5. STAND ALONE GROCERY/SPECIALTY MARKETS.
6. LIGHT INDUSTRIAL USES SUCH AS MANUFACTURING, WHOLESALE TRADE, OFFICE/SHOWROOM, TRANSPORTATION, COMMUNICATIONS, ELECTRIC, GAS AND SANITARY SERVICES. ACTIVITIES ARE LIMITED TO THOSE WITHOUT OFF-SITE IMPACTS AND TAKE PLACE PRIMARILY WITHIN AN ENCLOSED BUILDING.
7. PROFESSIONAL OFFICES.
8. FINANCIAL, INSURANCE AND REAL ESTATE OFFICES.
9. TELEPHONE AND UTILITY BUSINESS OFFICES.
10. PUBLIC FACILITIES AND CIVIC USES (INCLUDES PUBLIC UTILITIES, FIRE AND POLICE STATIONS, OR SIMILAR).
11. RECREATION AND PARKS.
12. BANKING CENTERS.
13. TECHNOLOGY BASED RESEARCH AND DEVELOPMENT.
14. MANUFACTURING, WAREHOUSING AND DISTRIBUTION CENTERS ASSOCIATED WITH CORPORATE HEADQUARTERS OR RESEARCH AND DEVELOPMENT FACILITIES.
15. HOSPITALS AND HEALTH SERVICES.
16. CHURCHES OR RELIGIOUS ORGANIZATIONS.
17. SCHOOLS (PUBLIC OR PRIVATE).
18. ASSISTED (ADULT) LIVING FACILITIES.
19. MULTIFAMILY DWELLINGS AND CUSTOMARY ACCESSORY USES.
20. PUBLIC AND PRIVATE SCHOOLS, COLLEGES AND UNIVERSITIES.
21. TELECOMMUNICATION TOWERS (SUBJECT TO OTHER APPLICABLE CODES OF SECTION 3.5.6 "HEIGHT" AND SECTION 3.5.21 "COMMUNICATIONS TOWERS").
22. PARKING GARAGE.
23. MINI-WAREHOUSE STORAGE WITHIN AN ENCLOSED BUILDING.
24. ENTERTAINMENT VENUES.
25. HOTEL.
26. PET AND ANIMAL FACILITIES/CLINICS.
27. CAR WASH (IN GARAGE ONLY).
28. MEDICAL AND PHARMACEUTICAL RESEARCH COMPLEXES
29. GENERAL OFFICE BUILDINGS
30. PROFESSIONAL OFFICES
31. FINANCIAL OFFICES
32. TELEPHONE AND UTILITY BUSINESS OFFICES
33. PUBLIC FACILITIES AND CIVIC USES (INCLUDES PUBLIC UTILITIES, FIRE AND POLICE STATIONS, OR SIMILAR)
34. RECREATION AND PARKS
35. BANKING CENTERS
36. TECHNOLOGY BASED RESEARCH AND DEVELOPMENT
37. COMMERCIAL RETAIL AND SERVICE MIXED USES INCLUDING:
 - 37.1. ANTIQUE SHOPS.
 - 37.2. ART GALLERIES.
 - 37.3. BANKS, FINANCE, AND INSURANCE.
 - 37.4. BAKERIES.
 - 37.5. BED AND BREAKFAST ESTABLISHMENTS.
 - 37.6. BARS AND COCKTAIL LOUNGES.
 - 37.7. BUSINESS SERVICE ESTABLISHMENTS, SPECIALTY SHOPS, TAILOR SHOPS, SHOE REPAIR, JEWELRY STORES, CAMERA STORES, VARIETY STORES, AND LUGGAGE STORES.
 - 37.8. CHILDCARE CENTERS.
 - 37.9. COMMERCIAL RECREATIONAL FACILITIES.
 - 37.10. DRUG STORES.
 - 37.11. FLORISTS.
 - 37.12. GROCERY/SPECIALTY MARKETS.
 - 37.13. HARDWARE STORES, PAINT STORES, OFFICE SUPPLIES.
 - 37.14. HEALTH SPAS.
 - 37.15. LIQUOR STORES SELLING LIQUOR FOR CONSUMPTION OFF PREMISES.
 - 37.16. MOTELS AND HOTELS.
 - 37.17. RESTAURANTS, INCLUDING OUTDOOR SEATING AREAS.
 - 37.18. RETAIL TRADE ESTABLISHMENTS.XX.PERSONAL SERVICE ESTABLISHMENTS.
 - 37.19. PHOTOGRAPHIC STUDIOS AND FINE ARTS STUDIOS.
 - 37.20. VETERINARIAN OFFICE AND ANIMAL CLINIC
 - 37.21. THEATERS
 - 37.22. SIMILAR RETAIL SALES ACTIVITIES TO THOSE LISTED ABOVE.
 - 37.23. ELECTRIC VEHICLE CHARGING STATIONS.



REVISED
8:04 am, Jan 27, 2023



DEVELOPMENT SUMMARY

- A. PROJECT NAME: MOUNT DORA MIXED USE
- B. CURRENT ZONING DESIGNATION: COUNTY LM
- C. PROPOSED ZONING DESIGNATION: CITY PUD
- D. CURRENT FLU: COUNTY REGIONAL OFFICE
- E. PROPOSED FLU: CITY EMPLOYMENT CENTER
- F. DATA SUMMARY:
 1. TOTAL PROJECT AREA: 38.23 ± Ac.
 2. BUILDING HEIGHT: 100 FT. IN HEIGHT FRONTING STATE ROAD 46 (TRACTS 1 & 2). 250' FEET (INTERIOR BUILDINGS CAN EXCEED THE 250' FOOT HIEGHT AS THE SITE SLOPES TO THE REAR BUT CANNOT EXCEED THE 250' HEIGHT VISIBILITY FROM STATE ROAD 46).
 3. MIN. RESIDENTIAL DENSITY: 8 DU/Ac
 4. MAX. RESIDENTIAL DENSITY: 40 DU/Ac
 - 4.1. NOTE: FLOOR AREA RATIO CALCULATIONS WILL EXCLUDE RESIDENTIAL, INSTITUTIONAL, AND HOTEL USES.
 - 4.2. DENSITY WILL BE USED TO COUNT FOR RESIDENTIAL PORTIONS OF THE PROJECT
 5. MAX. INTENSITY: 2.0 FAR
 6. MAX. IMPERVIOUS SURFACE RATIO (ISR): 0.75
 7. MIN. OPEN SPACE: 15%
- G. SITE DESCRIPTION
 1. FEMA FLOOD ZONE: X
- H. UTILITY SERVICES
 1. SEWAGE TREATMENT CITY OF MOUNT DORA
 2. WATER SUPPLY CITY OF MOUNT DORA
 3. RECLAIM CITY OF MOUNT DORA
- I. SETBACKS
 - FRONT SIDE REAR
 - MIN.: 25' 10' 10'
 - MAX.: 100' 100' 100'
- J. LANDSCAPING/BUFFERS: LANDSCAPING AND BUFFERS WILL FOLLOW THE REQUIREMENTS OF THE WBI-E ZONING DISTRICT AND SECTION 6.6 OF THE CITY'S LAND DEVELOPMENT CODE
- K. SIGNS: SIGN DESIGN STANDARDS WILL FOLLOW THE C-3 ZONING DISTRICT OF THE CITY'S LAND DEVELOPMENT CODE
- L. CONDITIONS:
 1. PROPOSED TRAILHEAD WILL INCLUDE A PARK AND CONTAIN ELEMENTS OF ACTIVE RECREATION (IE: PICKLEBALL COURTS)
 2. CAPACITY FOR WATER, SEWER, AND RECLAIM SHALL BE AVAILABLE FROM THE CITY PRIOR TO EACH PHASE'S SITE PLAN APPROVALS.

PHASING SCHEDULE

- FIRST PHASE:
INDEPENDENT SENIOR LIVING FACILITY
ASSISTED LIVING FACILITY
SELF STORAGE-MULTI STORY INTERIOR UNITS
BUILDING B&D: MIXED USE OFFICE/
COMMERCIAL/RESIDENTIAL
TRACT 1 DEVELOPMENT (MEDICAL
OFFICE/RESTAURANTS/PRE-SCHOOL)
FOOD HALL MARKET/OFFICE/COMMERCIAL
PARKING GARAGE
- SECOND PHASE:
HOTEL
APARTMENTS/CONDOMINIUMS
COMMERCIAL/OFFICE DEVELOPMENT
- THIRD PHASE:
BUILDING A: MIXED USE OFFICE/
COMMERCIAL/RESIDENTIAL
TRACT 2 DEVELOPMENT (MEDICAL
OFFICE/RESTAURANTS/PRE-SCHOOL)

LEGEND

- PHASE 1
PHASE 2
PHASE 3

CONCEPT PLAN NOTES

1. THIS DRAWING IS INTENDED FOR CONCEPTUAL SITE PLANNING ONLY. SITE PLAN IS SUBJECT TO CHANGE BASED UPON FINAL DESIGN AND LOCAL LAND DEVELOPMENT CODE.
2. STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE CONCEPTUAL ONLY AND IS SUBJECT TO CHANGE UPON FINAL DESIGN.
3. THIS DRAWING IS NOT INTENDED TO BE USED FOR CONSTRUCTION AND PERMITTING PURPOSES.
4. THE PROJECT WILL FOLLOW THE ARCHITECTURE GUIDELINES OF THE CITY'S LAND DEVELOPMENT CODE, SPECIFICALLY 3.4.15, THE WBI ZONING ARCHITECTURE REQUIREMENTS.
5. THE PROJECT WILL BE DESIGNED WITH DARK SKY LIGHTING PRINCIPLES.
6. A TRAILHEAD TO THE FUTURE TRAIL NETWORK WILL BE PROVIDED ON THE PROPERTY TO SERVE AS A PUBLIC BENEFIT.

MOUNT DORA MIXED USE
MASTER SITE PLAN
FOR
AMCO DEVELOPMENT INC.

DRAWING NUMBER
1

Revised Perspective - This image show comparison of the previous elevation with a "shadow" of the previous building height



DRAWING NUMBER	MOUNT DORA MIXED USE			ETM NO. 22-004	REVISIONS:	PLANS PREPARED UNDER THE DIRECTION OF: 
	MASTER SITE PLAN			DRAWN BY:		
	SE CORNER - AERIAL PERSPECTIVE RENDERING			DESIGNED BY:		
				CHECKED BY:		
				DATE: NOVEMBER 2022		
				Exhibit "B"		

Revised Perspective - This image show comparison of the previous elevation with a "shadow" of the previous building height



DRAWING NUMBER	MOUNT DORA MIXED USE		ETM NO. 22-004	REVISIONS:	PLANS PREPARED UNDER THE DIRECTION OF:
	MASTER SITE PLAN		DRAWN BY:		
	SE CORNER - AERIAL PERSPECTIVE RENDERING		DESIGNED BY:		
			CHECKED BY:		
			DATE: NOVEMBER 2022		



DRAWING NUMBER	MOUNT DORA MIXED USE			ETM NO. 22—004	REVISIONS:	PLANS PREPARED UNDER THE DIRECTION OF: 
	MASTER SITE PLAN			DRAWN BY:		
	SE CORNER - AERIAL PERSPECTIVE RENDERING			DESIGNED BY:		
				CHECKED BY:		
				DATE: NOVEMBER 2022		
			Exhibit "B"			



DRAWING NUMBER	MOUNT DORA MIXED USE	ETM NO. 22-004 DRAWN BY: DESIGNED BY: CHECKED BY: DATE: NOVEMBER 2022	REVISIONS: Exhibit "B"	PLANS PREPARED UNDER THE DIRECTION OF: 
	MASTER SITE PLAN			
	SE CORNER - AERIAL PERSPECTIVE RENDERING			

February 21, 2023 City Council Regular Session Agenda Page 119 of 150

Page 120 of 150

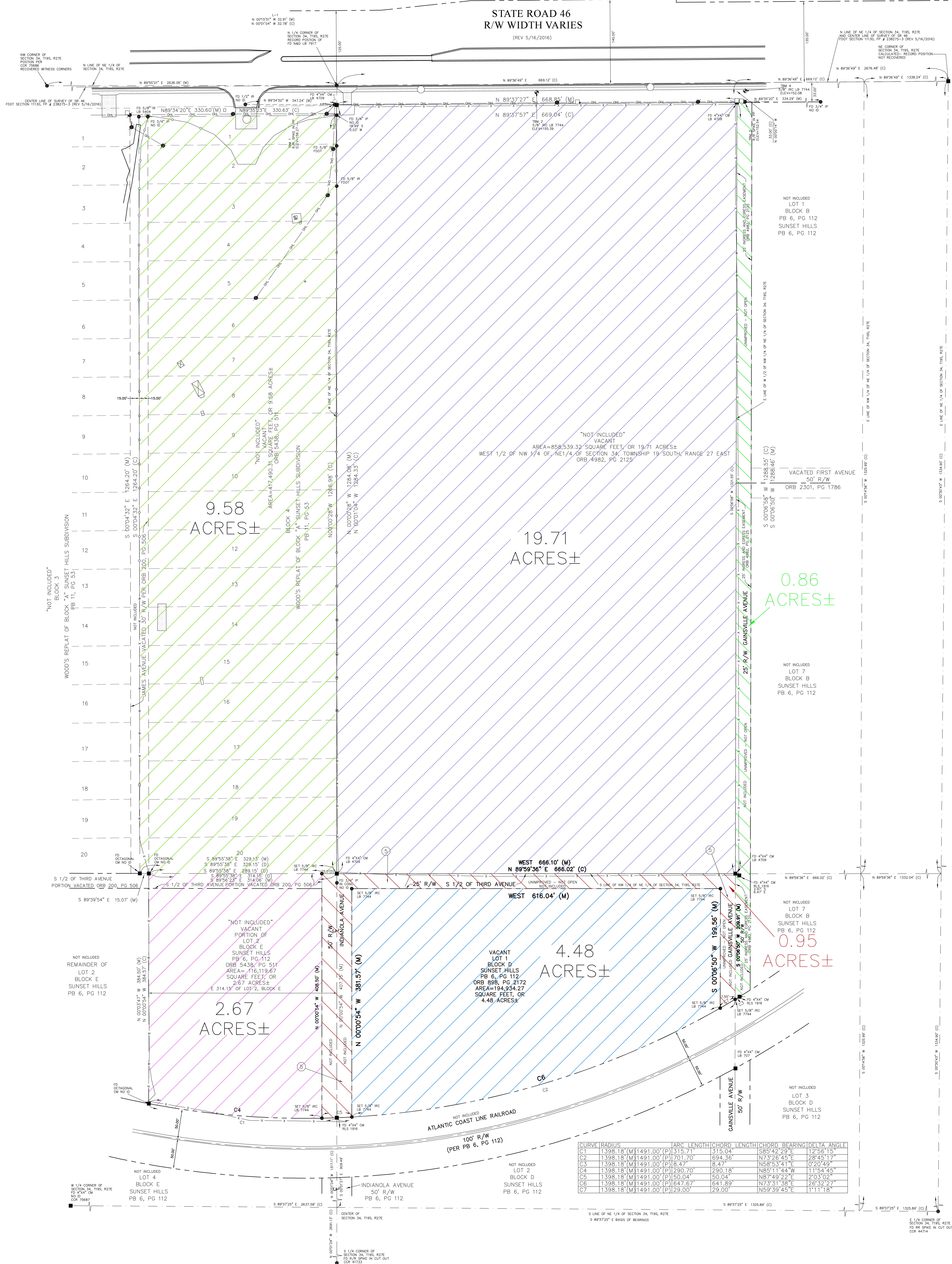


DRAWING NUMBER	MOUNT DORA MIXED USE		ETM NO. 22-004	REVISIONS: Exhibit "B"	PLANS PREPARED UNDER THE DIRECTION OF:
	MASTER SITE PLAN		DRAWN BY:		
	SE CORNER - AERIAL PERSPECTIVE RENDERING		DESIGNED BY:		
			CHECKED BY:		
			DATE: NOVEMBER 2022		



DRAWING NUMBER	MOUNT DORA MIXED USE		ETM NO. 22-004	REVISIONS: Exhibit "B"	PLANS PREPARED UNDER THE DIRECTION OF:
	MASTER SITE PLAN		DRAWN BY:		
	SE CORNER - AERIAL PERSPECTIVE RENDERING		DESIGNED BY:		
			CHECKED BY:		
			DATE: NOVEMBER 2022		

AREA CALCS ONLY



TOTAL LAND AREA OF THE EXTERIOR BOUNDARY: 37.39 ACRES ±
AREA OF 25.00 R/W OF GAINSVILLE AVE STRIP: 0.86 ACRES ±

PREPARED FOR:

MK & AD Land Investments LLC
STATE ROAD 46, MOUNT DORA, LAKE COUNTY, FL 32757

Nº	DATE	REVISIONS

FIELD BY: DW	DATE: 4/21/2021
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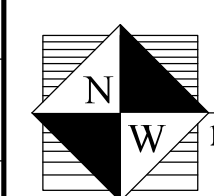
DRAWN BY: BPS

SCALE: 1"=60'

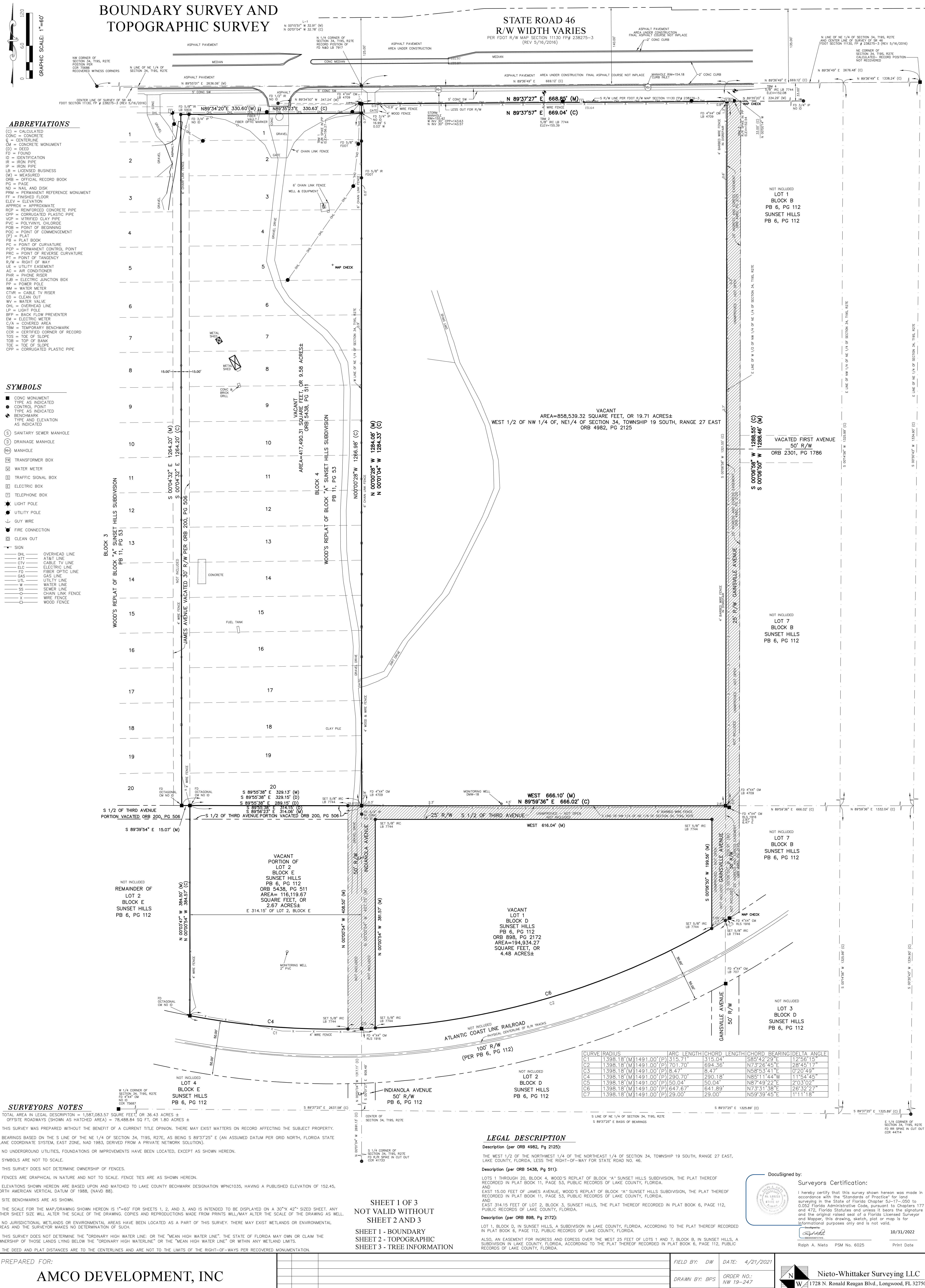
DATE: 4/21/2021

ORDER NO.:
NW 19-247

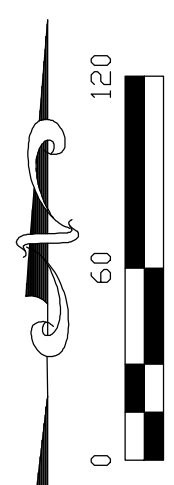
SHEET: 1 OF 1



Nieto-Whittaker Surveying LLC
1728 N. Ronald Reagan Blvd., Longwood, FL 32750
PH: (407) 636-8460 FAX: (407) 636-8461
LB No. 7744



BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY



ABBREVIATIONS

(C) = CALCULATED
CONC = CONCRETE
E = CENTERLINE
(D) = DEED
F = FOUND
ID = IDENTIFICATION
IR = IRON PIPE
LB = LICENSED BUSINESS
MD = MEASURED
ORB = OFFICIAL RECORD BOOK
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NO = NAIL AND DISK
PRM = PERMANENT REFERENCE MONUMENT
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APPROX = APPROXIMATE
RCP = REINFORCED CONCRETE PIPE
CPP = CORRUGATED PLASTIC PIPE
VCP = VITRIFIED CLAY PIPE
PVC = POLYVINYL CHLORIDE
PDB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
(P) = PLAT
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PPC = 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 RISER
EJB = ELECTRIC JUNCTION BOX
FP = FLOOR POLE
WM = WATER METER
CO = CLEAN OUT
WV = WATER VALVE
OHL = OVERHEAD LINE
LP = LIGHT POLE
BDF = BACK FLOW PREVENTER
EM = ELECTRIC METER
CA = COVERED AREA
TBM = TEMPORARY BENCHMARK
CCR = CERTIFIED CORNER OF RECORD
TOS = TOE OF SLOPE
TOB = TOP OF BANK
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 = ATTACHED LINE
CTV = CABLE TV LINE
EJC = ELECTRIC LINE
FOP = FIBER OPTIC LINE
GAS = GAS LINE
UTL = UTILITY LINE
W = WATER LINE
SS = SEWER LINE
C = CHAIN LINK FENCE
X = WIRE FENCE
W = WOOD FENCE

SURVEYORS NOTES

- TOTAL AREA IN LEGAL DESCRIPTION = 1,587,083.57 SQUARE FEET, OR 36.43 ACRES ±
- OFFSITE ROADWAYS (SHOWN AS HATCHED AREA) = 78,488.84 SQ FT, OR 1.80 ACRES ±
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE OPINION, THERE MAY EXIST MATTERS ON RECORD AFFECTING THE SUBJECT PROPERTY.
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- SITE BENCHMARKS ARE AS SHOWN.
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- 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.
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SHEET 1 OF 3
NOT VALID WITHOUT
SHEET 2 AND 3
SHEET 1 - BOUNDARY
SHEET 2 - TOPOGRAPHIC
SHEET 3 - TREE INFORMATION

STATE ROAD 46 R/W WIDTH VARIES PER FOOT R/W MAP SECTION 11130 FP# 238275-3 (REV 5/16/2016)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1,398.18'(M)	1491.00'(P)	315.71'	S85°42'29"E	12°56'15"
C2	1,398.18'(M)	1491.00'(P)	701.70'	N73°26'45"E	28°43'17"
C3	1,398.18'(M)	1491.00'(P)	64.47'	N85°53'41"E	0°20'49"
C4	1,398.18'(M)	1491.00'(P)	290.70'	N85°11'44"W	1°54'45"
C5	1,398.18'(M)	1491.00'(P)	50.04'	N87°49'22"E	2°03'02"
C6	1,398.18'(M)	1491.00'(P)	647.67'	N73°31'38"E	26°32'27"
C7	1,398.18'(M)	1491.00'(P)	29.00'	N59°39'45"E	1°11'18"

LEGAL DESCRIPTION

Description (per ORB 4982, PG 2125):
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 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.

DocuSigned by:

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 54-17-050 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, plot or map is for informational purposes only and is not valid.

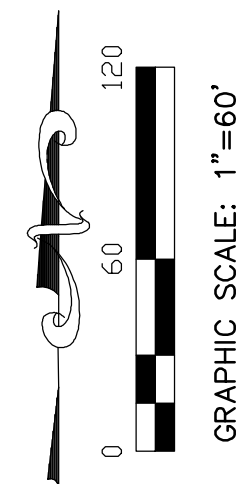
DocuSign
Ralph A. Nieto PSM No. 6025 10/31/2022
Print Date

PREPARED FOR:
AMCO DEVELOPMENT, INC
STATE ROAD 46, MOUNT DORA, LAKE COUNTY, FL 32757

NO.	DATE	ADD OFFSITE AREA CALCS AND REVISED CLIENT NAME	REVISIONS
1	6/17/2021		

FIELD BY: DW	DATE: 11/11/19
DRAWN BY: BPS	ORDER NO.: NW 19-247
SCALE: 1"=60'	SHEET: 1 OF 2

Nieto-Whittaker Surveying LLC
1728 N. Ronald Reagan Blvd., Longwood, FL 32750
PH: (407) 636-8460 FAX: (407) 636-8461
LB No. 7744



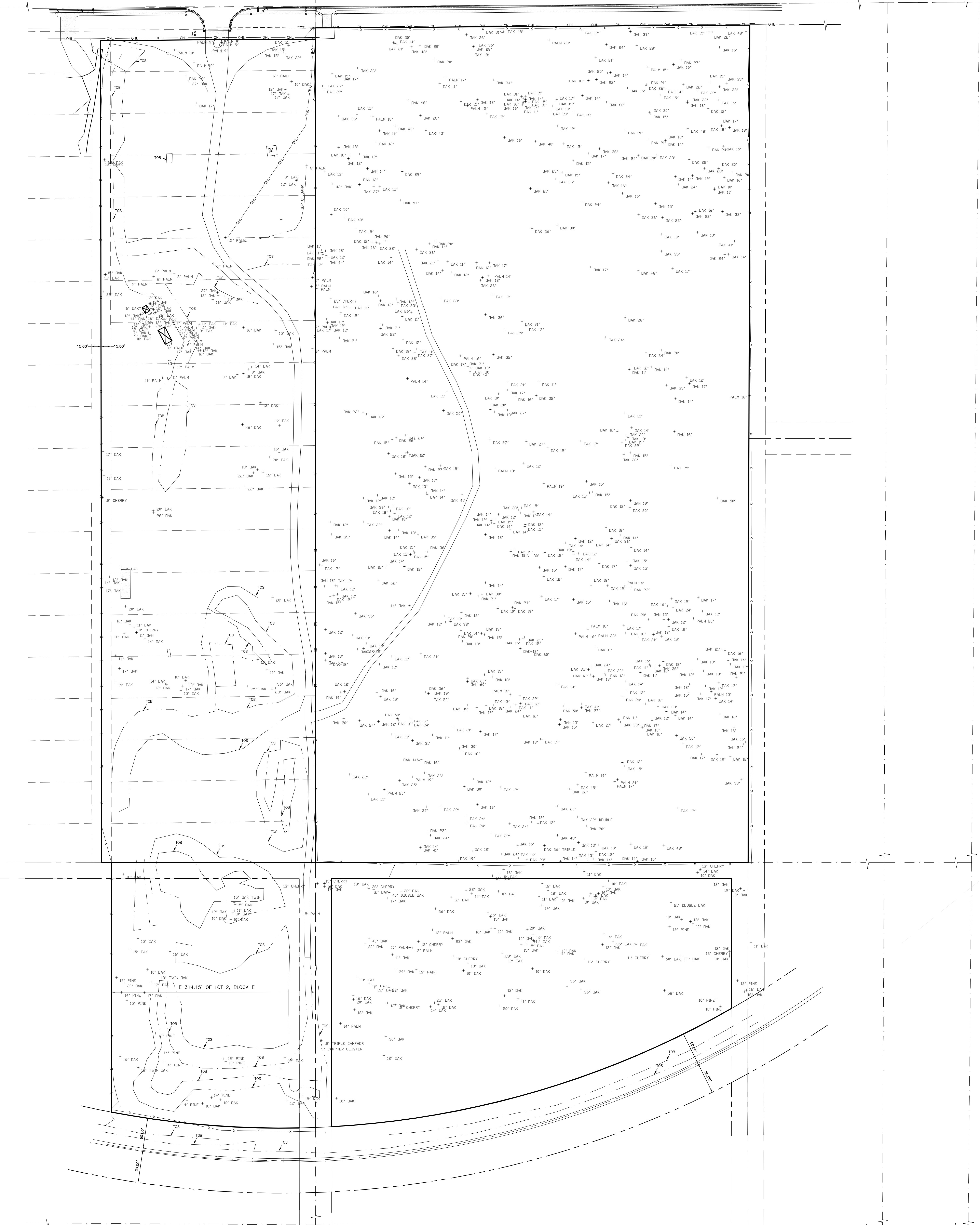
BOUNDARY SURVEY AND TOPOGRAPHIC SURVEY

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WM = WATER METER
CTVR = CABLE TV RISER
CO = CLEAN OUT
WV = WATER VALVE
OHL = OVERHEAD LINE
LP = LIGHT POLE
DFP = DAK FLOW PREVENTER
EM = ELECTRIC METER
C/A = COVERED AREA
TBM = TEMPORARY BENCHMARK
CCR = CERTIFIED CORNER OF RECORD
TOS = TOE OF SLOPE
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TVE = TOE OF SLOPE
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SYMBOLS

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○ CONTROL POINT
◆ TYPE AS INDICATED
◆ BENCHMARK
◆ TYPE AND ELEVATION
AS INDICATED
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⊖ 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
— OVERHEAD LINE
— AT&T LINE
— CABLE TV LINE
— ELEC LINE
— FIBER OPTIC LINE
— GAS LINE
— UTILITY LINE
— WATER LINE
— SEWER LINE
— CHAIN LINK FENCE
— WIRE FENCE
— WOOD FENCE



SURVEYORS NOTES

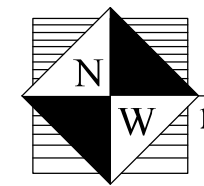
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SHEET 1 OF 3
NOT VALID WITHOUT
SHEET 2 AND 3
SHEET 1 - BOUNDARY
SHEET 2 - TOPOGRAPHIC
SHEET 3 - TREE INFORMATION

PREPARED FOR:			FIELD BY: DW		DATE: 11/11/19	
AMCO DEVELOPMENT, INC			DRAWN BY: BPS		ORDER NO.: NW 19-247	
STATE ROAD 46, MOUNT DORA, LAKE COUNTY, FL 32757			SCALE: 1"=60'		SHEET: 2 OF 2	
1	6/17/2021	ADD OFFSITE AREA CALCS AND REVISED CLIENT NAME				
NO.	DATE	REVISIONS				



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LB No. 7744



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

DATE: February 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of First Reading of **Ordinance No. 2023-05**, Amending Chapter 42, Sec 42-31, Parking Behind a Driveway

Introduction:

This is a request for Council to approve the first reading of Ordinance No. 2023-05, Amending Chapter 42, Sec 42-31, Parking Behind a Driveway.

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

Discussion:

Currently, Chapter 316.1945, Florida Statutes, prohibits parking in the roadway directly in front of a private residential driveway. The statute is silent as it applies to prohibiting parking on the opposite side of the roadway when such parking causes a restriction, obstruction or a safety concern for residents who wish to safely back out of their private driveway.

The City of Mount Dora Code of Ordinances, Section 42-31 – Prohibited parking in specified places, is also silent in prohibiting vehicles from parking on the opposite side of the roadway when such parking causes a restriction, obstruction or safety concern for residents who wish to safely back out of their private driveways.

The remedy for the omission is to adopt language in the City of Mount Dora Code of Ordinances prohibiting parking “upon any roadway, in a manner which obstructs a public or private driveway or which prevents ease of access by other vehicles to or from a private or public driveway.”

Budget Impact:

There is no budget impact on this item.

Strategic Impact:

Goal 2: Public Safety

Recommendation:

City Council to approve the First Reading of Ordinance No. 2023-05, and hold a hearing for the second reading and adoption.

Attachment(s):

1. Ordinance No. 2023-05 Amending Chapter 42 Sec 42-31.SGS

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Michael Gibson, Interim Chief of Police
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 2/8/2023

Approved - 2/14/2023

Approved - 2/14/2023

Final Approval - 2/14/2023

ORDINANCE NO.: 2023-05

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

WHEREAS, Florida Statutes, Chapter 166, confers upon a municipality, the proprietary powers to enable them to conduct municipal government, perform municipal services designed to promote the public health, safety and general welfare of its citizens and when not expressly prohibited by law; and

WHEREAS, from time to time it is necessary for the City of Mount Dora to update and/or amend its codes and regulations to accommodate matters of public safety; and

WHEREAS, the City of Mount Dora has recently noticed that there are an excessive number of vehicles blocking driveways and/or roadways, thus, hindering the flow of traffic and making it appropriate to update and revise the City of Mount Dora Code of Ordinances, Chapter 42, Article II, Section 42-31, as set forth herein; and

WHEREAS, the City hereby deems it to be in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend its regulations as set forth in this Ordinance.

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

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

SECTION 2. AMENDING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, STOPPING STANDING AND PARKING, SECTION 42-31, PROHIBITED PARKING IN SPECIFIED PLACES.

The City of Mount Dora Code of Ordinances, Chapter 42, Traffic and Vehicles, Article II, Stopping Standing and Parking, Section 42-31, Prohibited Parking in Specified Places is hereby amended as follows:

Note: Underlined words constitute additions to existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 42-31. – Prohibited parking in specified places.

- (a) No person shall stop a vehicle or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:

(14) Upon any roadway, in a manner which obstructs a public or private driveway or which prevents ease of access by other vehicles to or from the roadway from a private or public driveway.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the City pertaining to the amendments to Chapter 42 of the City of Mount Dora Code of Ordinances, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION; SCRIVENER'S ERRORS.

A. Section 2 in this Ordinance shall be codified in the City of Mount Dora Code of Ordinances and 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.

B. 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 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: February 21, 2023

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____ 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, 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: February 21, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Lobbyist Update

Introduction:

Gray Robinson, P.A. represents the City of Mount Dora during the 2023 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 January 2023, as well as the 2023 Legislative Session Newsletters for weeks 2 through 5 and a Memo from Florida Senate President Kathleen Passidomo providing for Special Session B.

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 January 2023 Report
2. Newsletter_ 2023 Legislative Session – Interim Committee Week 2
3. Newsletter_ 2023 Legislative Session – Interim Committee Week 3

4. Newsletter_ 2023 Legislative Session – Interim Committee Week 4
5. Newsletter_ 2023 Legislative Session – Interim Committee Week 5
6. 2.3.23 MEMO Schedule and Legislation Special Session B

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 2/14/2023

Final Approval - 2/14/2023

January 30, 2023

**City of Mount Dora
January Activity Report**

Important February Dates

Interim Committee Week 5: February 6-10

Interim Committee Week 6: February 13-17

Interim Committee Week 7: February 20-24

Communications

- Patrick Comiskey
 - Chief Executive Rights Proposal
- Interim Committee Week Newsletters
- Correspondence re House and Senate Appropriations Projects
- Reviewed, edited and submitted 2023 House appropriations forms to Representative Truenow's office
- Ryan Matthews—Call with DACS re Marijuana Facility

Next Steps

- Continue to update Mount Dora on grant opportunities
- Schedule meeting with DACS re Marijuana Facility
- Continue to provide updates during committee weeks
- Draft one pagers/talking points for appropriations projects

Ryan Matthews/Angela Drzewiecki



2023 Legislative Session – Interim Committee Week 2

January 7, 2023

By: [Angela M. Drzewiecki](#) and [Ryan E. Matthews](#)

The second committee week prior to the commencement of the 2023 Legislative Session has concluded in Tallahassee as lawmakers will return twice more in January before spending a majority of the month of February at the Capitol conducting the substantive business of hearing proposed pieces of legislation. To date, 112 pieces of legislation have been filed – a number that will grow upwards of 2,000 before session begins on March 7, 2023. Depending on your priorities, we will reach out to you directly to share noteworthy bills as they are filed so that you can track them and be made aware throughout the legislative process. This week both committees and subcommittees in the House and Senate held introductory meetings to acclimate new members of the Legislature to committee purviews, as well as to offer opportunities to discuss individual priorities.

Inauguration

On Tuesday, Governor Ron DeSantis was sworn into his second term. His inaugural speech included a handful of policy goals, including tax cuts at the top of the list and further strengthening parental rights.

In addition to the Governor, Attorney General Ashley Moody and CFO Jimmy Patronis were sworn into their second terms. Newly elected Commissioner of Agriculture Wilton Simpson took office for his first term.

2023 Appropriations Projects Reminder

If you're planning to submit an appropriations project, please email the completed House and Senate forms to Angela at Angela.Drzewiecki@gray-robinson.com.

The House and Senate fillable Appropriations forms
February 21, 2023 City Council Regular Session Agenda

2023 Legislative Session Important Dates

Interim Committee Week 3
January 17th – 20th



Interim Committee Week 4
January 23rd – 27th



Interim Committee Week 5
February 6th – 10th



Interim Committee Week 6
February 13th – 17th



Interim Committee Week 7
February 20th – 24th



2023 Legislative Session
March 7th – May 5th



[Florida Senate Calendar](#)

and additional information can be found here: [House](#) and [Senate](#).

[Florida House Calendar](#)

Grant Opportunity

Florida Beverage Association (FBA)
2023 Community Grant Program

What: FBA's Community Grant Program is a competitive grant funding initiative focused on advancing environmental sustainability and health and wellness programs across Florida.

Who is eligible: The grant program is open to 501(c)(3) charity organizations or a state or local governmental entity that will use the grant funds for a charitable purpose.

Deadline to apply: Tuesday, January 31, 2023

Additional Information: <https://flabev.org/news-notes/grant-criteria>

Grant Application: <https://www.surveymonkey.com/r/SH67X5H>

Questions?

Contact [Angela M. Drzewiecki](#) or [Ryan E. Matthews](#)

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2023 Legislative Session – Interim Committee Week 3

January 20, 2023

By: [Angela M. Drzewiecki](#) and [Ryan E. Matthews](#)

Continuing the snail's pace of recent Interim Committee Weeks in Tallahassee, lawmakers arrived in the Capitol after the long weekend. Most were on the road home by Wednesday evening.

Substantive policy committees in the House continued to hear presentations from state agencies on a variety of topics, including the Florida Department of Environmental Protection's presentation on Land Conservation and the Florida Wildlife Corridor and the Department of Veterans Affairs' presentation on State Veterans Homes. The Florida Department of Transportation gave an in-depth overview of the agency and transportation planning, and the Department of Education provided a report on student outcomes and an overview of ESSR investments. The Senate heard similar agency presentations but spent most of their time discussing Hurricane response and its impact on agriculture, beaches, and seagrass.

To date, about 250 bills have been filed for the 2023 Legislative Session, which is significantly lower than in years past. One of the more obvious reasons for this is the procedural change in the House to no longer file appropriations requests as "bills." Another reason, quite frankly, is the number of new members in the House who are finding their way through the process. We anticipate the number of bills filed and released from bill drafting to increase significantly over the next three weeks. The Florida House released HB 1 this week - remember, the lower the bill number, the higher the priority to the Speaker

2023 Legislative Session Important Dates

January 23rd – 27th
Interim Committee Week 4



January 26th @ 5:00 p.m.
House Member Bill Request Submission
Deadline: All other bill draft requests
subject to the opening day filing.



January 27th @ 5:00 p.m.
Senate deadline for submitting
requests for drafts of general bills and
joint resolutions.



February 6th – 10th
Interim Committee Week 5



February 13th
House Appropriations Project Request
Forms due by 5:00 p.m.



February 13th – 17th
Interim Committee Week 6



and leadership - which, this year, deals with "School Choice." The measure would make all students in Florida eligible for private school vouchers, regardless of income or whether they are in public school or homeschooled.

Bills of Interest Filed

[HB 37 – Financial Disclosure for Elected Local Officers](#)

by Representative Roach

The Florida Constitution requires all elected constitutional officers, candidates for such offices, and statewide elected officers to file full and public disclosure of their financial interests (Form 6).

HB 37 adds specified local officers to the list of those who must file Form 6 annually beginning January 1, 2024. Additions include mayors, elected members of the governing body of a municipality, as well as county and municipal managers.

HB 37 is on the Ethics, Elections & Open Government Subcommittee agenda for Wednesday, January 25, the first of three committees of reference.

[SB 92 – Vacation Rentals](#)

by Senator Garcia - (Identical to HB 105 by Representative Basabe)

SB 92 provides that local laws, ordinances, or regulations requiring vacation rental owners or operators to provide the local government with certain contact information are not prohibited or preempted to the state. The bill would become effective on July 1, 2023, if passed.

[SJR 122- Revised Limitation on Increases of Homestead Property Tax Assessments](#)

by Senator Avila

The Joint Resolution proposes an amendment to the State Constitution revising the limitation on annual increases of homestead property tax assessments from 3% to 2% or the percentage change in the Consumer Price Index (CPI).

Since the proposal is a Joint Resolution, it will have to pass each chamber by a three-fifths vote of the membership. It would then go on the next general election ballot (November 2024) for voter approval. A proposed amendment requires at least 60% approval from voters to pass.

[SB 120 – Homestead Assessments](#)

by Senator Avila

SB 120 would implement SJR 122 if passed. The effective date of SB 120 is tied to the effective date of the amendment to the State Constitution proposed by SJR 122 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election or at an earlier special election specifically authorized by law for that purpose.

[SJR 126 – Homestead Tax Exemption for Certain Senior, Low-income, Long-term Residents](#)

February 20th – 24th
Interim Committee Week 7



March 3rd @ 5:00 p.m.
5:00 p.m., Senate deadline for approving final drafts of general bills and joint resolutions, including companion bills.

House Member Bill Final Draft Form
Deadline: All Member bill requests must be in final draft form, including requests for companion bills no later than 5 p.m.



March 6th
House Attestation Form Deadline for Appropriations Project Requests



March 7th
12:00 noon, deadline for filing bills for introduction.



March 7th – May 5th
2023 Legislative Session



[Florida Senate Calendar](#)

[Florida House Calendar](#)

by Senator Avila - (Identical to HJR 159 by Representative Borrero)

The Joint Resolution proposes an amendment to the State Constitution to increase the just value limit of real estate eligible for the homestead tax exemption that may be granted by counties or municipalities to certain senior, low-income, long-term residents, and to provide an effective date.

Since the proposal is a Joint Resolution, it will have to pass each chamber by a three-fifths vote of the membership. It would then go on the next general election ballot (November 2024) for voter approval. A proposed amendment requires at least 60% approval from voters to pass.

SB 124 – Homestead Exemptions for Persons Age 65 and Older

by Senator Avila - (Identical to HB 161 by Representative Borrero)

SB 124 would implement SJR 126 if passed. SB 124 would become effective on the effective date of the amendment to the State Constitution proposed by SJR 126 or a similar joint resolution having substantially the same specific intent and purpose, if such amendment to the State Constitution is approved at the next general election (November 2024) or at an earlier special election specifically authorized by law for that purpose.

SB 162 - Water and Wastewater Facility Operators

by Senator Collins - (Identical to HB 23 by Representative Bell)

The proposal requires DEP to issue water treatment plant operator licenses, water distribution system operator licenses, and domestic wastewater treatment plant operator licenses by reciprocity to certain applicants. SB 162 authorizes DEP to issue temporary operator licenses during declared states of emergency. The bill also requires DEP to waive application fees for temporary operator licenses. Upon passage, the bill would become effective as of July 1, 2023.

SB 184 – Homestead Exemption for First Responders

by Senator Polsky - (Identical to HB 101 by Representative Woodson)

The legislation expands the current exemption for surviving spouses of first responders who die in the line of duty to include first responders who die in the line of duty while employed by the United States Government. Additionally, the bill expands the definition of "first responder" to include certain federal law enforcement officers. Upon passage, SB 184 would become effective on January 1, 2024.

Questions?

Contact [Angela M. Drzewiecki](#) or [Ryan E. Matthews](#)

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2023 Legislative Session – Interim Committee Week 4

January 27, 2023

By: [Angela M. Drzewiecki](#) and [Ryan E. Matthews](#)

Things are heating up in Tallahassee. While the weather remains cool and ideal for those of us who prefer not to walk to the Capitol in 100-degree heat and high humidity, the Legislature has substantially picked up its pace of work. This week brought a couple of important deadlines, including the bill filing deadline in both the House and Senate. For the uninitiated, the House has a seven-bill limit for members to file, while the Senate has no limit on the number of bills the members can file; therefore, House members are highly particular about the pieces of legislation they ultimately introduce. With only three committee weeks remaining prior to the commencement of the 2023 Legislative Session on March 7, both chambers utilized this week to introduce, and in the House, pass through the first committee of reference, substantive policy priorities.

Senate President Kathleen Passidomo introduced her foundational priority relating to affordable housing. The bill, SB 102, aims to boost current state affordable housing programs, including the State Apartment Incentive Loan (SAIL), which gives low-interest loans to developers who build affordable housing. Passidomo's proposal includes \$259 million for the program, including an additional \$150 million annually, by diverting property tax collections to SAIL. The new funding will be used to build new affordable housing units near current affordable housing. Passidomo says it will allow people in older rental units to move into newer units in their existing neighborhood, which will open up the older units for renovation. The bill also creates a \$100 million new corporate

2023 Legislative Session Important Dates

January 27th

5:00 p.m. - Senate deadline for submitting requests for drafts of general bills and joint resolutions



February 6th – 10th

Interim Committee Week 5



February 13th

House Appropriations Project Request Forms due by 5:00 p.m.



February 13th – 17th

Interim Committee Week 6



February 20th – 24th

Interim Committee Week 7



March 3rd

5:00 p.m. - Senate deadline for approving final drafts of general bills and joint resolutions, including companion bills.

tax break that would allow businesses to offset portions of their corporate or insurance premium taxes in return for contributing to the Florida Housing Finance Corporation, which would use the additional funds for the SAIL program.

The Senate heard timely health care presentations, specifically the upcoming procurement for Statewide Medicaid Managed Care. The Senate Transportation Committee heard a presentation relating to Electric Vehicle Registration Fees, a topic of conversation that has spanned multiple recent legislative sessions, while also hearing presentations on legislative priorities from both the Florida Department of Highway Safety and Motor Vehicles and the Florida Department of Transportation.

The House spent ample time hearing from the Department of Environmental Protection, in multiple committees, on water quality, water quantity (mostly reclaimed water), and the state of past mandated FDEP rulemaking relating to stormwater and potable reuse. As mentioned in last week's newsletter, Speaker Paul Renner introduced HB 1, dealing with school choice.

House Member Bill Final Draft Form
Deadline: All Member bill requests must be in final draft form, including requests for companion bills no later than 5 p.m.

◆
March 6th

House Attestation Form Deadline for Appropriations Project Requests

◆
March 7th

12:00 noon - deadline for filing bills for introduction

◆
March 7th – May 5th
2023 Legislative Session

◆
[Florida Senate Calendar](#)

[Florida House Calendar](#)

HB 1 was heard in its first committee of reference on Thursday, the Choice and Innovation Subcommittee, and passed favorably 13-4. Multiple news outlets have reported on the potential high fiscal cost of the bill (some going as high as \$4 billion) for public schools.

Governor DeSantis continued to release a host of his legislative priorities for 2023, announcing on Thursday policies dealing with "Law and Order." Those initiatives included: reducing the number of jurors required for a recommendation of death from unanimity to a supermajority jury recommendation, imposing additional criminal penalties on fentanyl and other drug-related crimes when the drug's appearance resembles candy, and strengthening bail laws by limiting who is eligible for release prior to first appearance.

The Legislature will return to Tallahassee on February 6 for the fifth Interim Committee Week.

Bills of Interest Filed

SB 170 – Local Ordinances

by Senator Trumbull

Senate Bill 170 (2023) is substantially similar to Senate Bill 280 (2022). SB 170 creates and amends certain sections of Florida Statutes. Generally, this bill allows courts to assess and award reasonable attorney fees and costs and damages in certain civil actions filed against local governments, with limitations and restrictions, capped at \$50,000. SB 170 also changes procedures for enactment of local ordinances, specifically requiring the posting of economic impact statements for new ordinances which are to include a summary of the proposed ordinance, an estimate of the likely number of businesses to be impacted, an estimate of the direct economic impact of the ordinance on private, for-profit businesses in the county. SB 170 also provides for procedural changes to legal challenges to enacted ordinances. A county must suspend enforcement of an ordinance that is the subject of an action challenging the ordinance's validity on the grounds that it is preempted by the State Constitution or by state law or is arbitrary

or unreasonable. The action must be filed within 90 days of adoption of the ordinance, the plaintiff must request suspension in the initial complaint, and the county must be served with a copy of the complaint. SB 170 requires the courts to give priority to cases in which the enforcement of an ordinance is suspended under this section, and requires the courts to render preliminary or final decisions as expeditiously as possible.

HB 131 – Recall of County Officers and Commissioners

by Representative Rudman

The bill proposes an amendment to the State Constitution. The proposed Constitutional amendment would ask voters to let lawmakers set out a process for the recall of county officers and commissioners. If approved by lawmakers and then by 60% or more of voters, the amendment would allow for the Legislature to “provide by general law for the recall of county officers and commissioners.” The measure has been filed in recent sessions, including in 2022, but has not passed in the Legislature. While some charter counties have the ability to put recalls of county officials on the ballot through a petition process, this measure would allow for the Legislature to craft a law that would provide for the removal of officers or commissioners by some method of its choosing in all counties.

SB 284 - Energy

by Senator Brodeur

The bill revises the selection criteria for purchasing or leasing vehicles for state agencies, state universities, community colleges, and local governments under a state purchasing plan and deletes a provision requiring the use and procurement of ethanol and biodiesel blended fuels. The bills requires the Department of Management Services to make recommendations to state agencies, state universities, community colleges, and local governments relating to procurement and integration of electric and natural gas fuel vehicles.

SB 102 – Housing

by Senator Calatayud

- [Press release](#) of Senate President Passidomo’s priority housing legislation, the “Live Local Act” filed Thursday
- A [section-by-section summary](#) of the bill.

Questions?

Contact [Angela M. Drzewiecki](#) or [Ryan E. Matthews](#)

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2023 Legislative Session – Interim Committee Week 5

February 10, 2023

By: [Angela M. Drzewiecki](#) and [Ryan E. Matthews](#)

Another week down, another special session concluded. Legislators were required to perform double duty in Tallahassee this week, as both the House and Senate gavelled into a special session on numerous topics while continuing the business of interim committee week number five. Largely motivated by the Governor, this week's special session included the long-awaited changes to Reedy Creek Improvement District (Disney); hurricane response; immigration; prosecutorial discretion; as well as collegiate student athletes as it relates to Name, Image and Likeness (NIL).

Reedy Creek Improvement District

During one of the, now seemingly bi-monthly, special sessions held in 2022, the Legislature passed HB 3C, which dissolved all special districts created by a special act of the Legislature prior to the ratification of the state's constitution on November 5, 1968, if those districts had not been re-ratified by the Legislature since that time. HB 3C provided that the dissolution of those districts (Reedy included) would automatically occur on June 1, 2023, without further action by the Legislature. Fast forward to this week's special session, where the House introduced HB 9-B, a local bill that ratifies and confirms the continued existence of Reedy Creek Improvement District under a new name, the Central Florida Tourism Oversight District, and provides legislative intent regarding the district's authority to raise revenue and pay outstanding bonds and obligations without interruption pursuant to provisions of the Florida Constitution for pre-1968 special districts. The reconstituted oversight board will be appointed

February 21, 2023 City Council Regular Session Agenda

2023 Legislative Session Important Dates

February 13th

House Appropriations Project Request Forms due by 5:00 p.m.



February 13th – 17th

Interim Committee Week 6



February 20th – 24th

Interim Committee Week 7



March 3rd

5:00 p.m. - Senate deadline for approving final drafts of general bills and joint resolutions, including companion bills.

House Member Bill Final Draft Form Deadline: All Member bill requests must be in final draft form, including requests for companion bills no later than 5 p.m.



March 6th

House Attestation Form Deadline for Appropriations Project Requests

by the Governor and require Florida Senate confirmation. Numerous previous abilities of Disney were also stripped, including the ability to amend its boundaries without special act, the ability to own and operate airport facilities, as well as a nuclear fission power plant. Multiple attempts were made and ultimately failed to amend the bill to include local government representatives on the board (Orange County Mayor, City of Orlando Mayor, City of Kissimmee Mayor, Osceola County representative, etc.). The bill will be voted on and pass the Senate today and head to the Governor's desk for signature, which should occur quickly.

Emergency Response

A number of conversations were spurred in Tallahassee by the recent and horrific storms during last year's hurricane season, which resulted in massive rainfall, deadly storm surge, and extensive wind damage.

Those conversations touched multiple policy areas, such as the state of Florida's property insurance market, coastal resiliency, and hurricane mitigation. HB 1B provides for emergency relief in the wake of Hurricanes Ian and Nicole by creating the Local Government Emergency Bridge Loan Program within the Department of Economic Opportunity to provide financial assistance to local governments impacted by Hurricane Ian or Hurricane Nicole. The bill also appropriates \$50 million in nonrecurring funds from the General Revenue Fund for the program. The bill will transfer \$650 million from the General Revenue Fund to the Emergency Preparedness and Response Fund to be used for responding to a declared state of emergency.

Immigration

In January 2023, Governor DeSantis issued Executive Order 23-0, declaring a state of emergency in Florida and directing state agencies to take necessary actions to protect Floridians from the impacts of increased migration at the border. HB 5B creates the Unauthorized Alien Transport Program within the Division of Emergency Management (DEM) within the Executive Office of the Governor to facilitate the transport of inspected unauthorized aliens within the United States, consistent with federal law. The bill defines an "inspected unauthorized alien" as an individual who has documentation from the United States Government indicating that the United States Government processed and released him or her into the United States without admitting the individual in accordance with the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The bill authorizes DEM to contract for services to implement the program, notwithstanding s. 287.057, F.S., requiring a competitive solicitation process. Under the bill, DEM may adopt rules to implement the program, which will expire on June 30, 2025.

Office of Statewide Prosecution

Within the Florida Attorney General's Office, the Office of Statewide Prosecution (OSP) has concurrent jurisdiction with state attorneys to prosecute violations of criminal laws. Currently, Florida law only grants jurisdiction to OSP when a crime is connected with an organized criminal conspiracy affecting two or more judicial circuits. In contrast, the Florida Constitution broadly authorizes OSP to prosecute specified criminal offenses that affect two or more judicial circuits. HB 3B amends statutes to authorize OSP, under specified circumstances, to investigate and prosecute any crime, including any attempt, solicitation, or conspiracy to commit any crime, involving: voting in an election in which a candidate for a federal or state office is on the ballot; voting in an election in which a referendum, an initiative, or an issue is on the ballot; the petition activities of a candidate for a federal or state office; the petition activities for a referendum, an

◆
March 7th
12:00 noon - deadline for filing bills for introduction

◆
March 7th
First Day of Session

◆
May 5th
60th Day - Last Day of Regular Session

◆
[Florida Senate Calendar](#)

[Florida House Calendar](#)

initiative, or an issue; or voter registration.

Name, Image, and Likeness

Florida was one of the first states to pass a NIL law for its colleges and universities. The law, effective on July 1, 2021, specified that an intercollegiate athlete must have an equal opportunity to control and profit from the commercial use of her or his NIL and be protected from unauthorized appropriation and commercial exploitation of their right to publicity. Florida law specifies that a postsecondary institution may not adopt or maintain a rule or other requirement that prevents or restricts an intercollegiate athlete's ability to earn compensation for the use of her or his NIL. Additionally, such compensation may not affect the intercollegiate athlete's grant-in-aid or athletic eligibility. HB 7-B modifies provisions relating to intercollegiate athlete compensation and rights in Florida. The bill removes requirements regarding compensation that intercollegiate athletes may earn from using their NIL and restrictions on institutional involvement in NIL activities. The bill retains the requirement that institutions offer a financial literacy and life skills workshop for intercollegiate athletes but requires each workshop to include entrepreneurship, modifies the timing of the training, and requires the second workshop to be more rigorous than the first. The bill protects postsecondary institutions and their staff from liability related to the loss of an athlete's ability to earn NIL compensation due to routine decisions taken in the course of intercollegiate athletics. The bill also removes an unnecessary provision relating to an athlete agent representing an intercollegiate athlete for NIL purposes.

Committee Week Business

Outside of the special session, committees in both the House and Senate met to discuss a multitude of bills, including sovereign immunity (HB 401), municipal utility service (subcommittee workshop), local ordinances (SB 170), and Senate President Passidomo's housing priority (SB 102).

As mentioned above, the House Energy, Communications & Cybersecurity Subcommittee held a workshop this morning on "Service by Municipal Utilities beyond Municipal Boundaries." During the committee, which included presentations by the Florida Municipal Electric Association (FMEA), as well as elected officials and employees of Indian River Shores, several committee members raised questions about the following: general fund transfer decisions; qualifications of governing body officials; credit ratings; surcharges; sales of municipal electric utilities; as well as infrastructure concerns. No bill has been filed that discusses electric utility issues; however, Rep. Robinson has filed a bill dealing with the 25% surcharge water and wastewater utilities can charge to extraterritorial customers.

Framework for Freedom Budget Proposal

Governor DeSantis released his proposed FY 2023-2024 budget, recommending a total of \$114.8 billion in spending for Florida. This proposed budget stands at a \$3.8 billion increase from the current year's budget and includes \$15 billion in reserves. The Governor noted his budget places focus on his main areas of interest: Everglades and water resource preservation, hurricane recovery, and funding government departmental hiring through the state. The proposal also focuses on some of the Governor's more controversial plans, such as \$12 million to continue transporting unauthorized aliens out of Florida and a permanent sales tax exemption on gas stoves.

The proposed budget includes \$6.8 billion in funding for the environment and water quality, including \$614 million in spending for Everglades restoration projects, \$100 million for the Florida Forever Program, and \$200 million for the wastewater grant program. The proposal sets aside \$2.1 billion in federal and state funds so communities and the state can adequately respond to major disasters and emergencies. The budget includes \$124.3 million to provide salary increases across public safety agencies, which is in addition to the statewide 5% salary increase for all state employees. The proposal sets aside \$22.5 million for election oversight activities within the Department of State, including \$3.1 million to fully staff the Office of Election Crimes and Security. The budget fully funds the Sadowski Affordable Housing Trust Funds with \$402.7 million and

provides \$100 million to the Hometown Heroes Housing Program. The proposal also includes \$100 million for the Job Growth Grant Fund and \$100 million for Visit Florida.

[Framework for Freedom press release with budget highlights](#)

Bills of Interest Filed

[SB 162 - Water and Wastewater Facility Operators](#)

SB 162 is a general bill sponsored by Senator Collins. The bill requires the Department of Environmental Protection to issue water treatment plant operator licenses, water distribution operator licenses, and domestic wastewater treatment plant operator licenses by reciprocity to certain applicants. The bill also provides licensure requirements and authorizes the department to issue temporary operator licenses during a declared state of emergency. SB 162 has been referred to the Environment and Natural Resources Committee, the Regulated Industries Committee, and the Fiscal Policy Committee.

[SB 106 - Florida Shared-Use Nonmotorized Trail Network](#)

SB 106 is a general bill sponsored by Senator Brodeur that proposes to authorize the Department of Environmental Protection to establish a program to recognize specified local communities as trail towns. The bill revises the membership of the Florida Tourism Industry Marketing Corporation, extends the Florida Shared-Use Nonmotorized Trail Network to lands of the Florida wildlife corridor, and increases the amount the Department of Transportation is required to allocate for purposes of funding and maintaining projects within the Florida Shared-Use Nonmotorized Trail Network. SB 106 requests a \$200 million appropriation. The bill has been referred to the Transportation Committee and the Appropriations Committee.

[HB 101 - Homestead Exemption for First Responders](#)

HB 101 is a general bill sponsored by Representative Woodson and cosponsored by Representatives Bartleman and Gottlieb. The bill proposes to exempt taxation of homestead property of the surviving spouse of a first responder who died in the line of duty while employed in the U.S. Government. The bill expands the definition of a "first responder" to include federal law enforcement officers. HB 101 has been referred to the Ways & Means Committee; the Local Administration, Federal Affairs & Special Districts Subcommittee; and the State Affairs Committee.

[SB 304 - United States produced Iron and Steel in Public Works Projects](#)

SB 304 is a general bill sponsored by Senator Boyd that requires governmental entities to include a requirement in certain contracts that certain iron or steel products be produced in the United States. The bill authorizes the use of foreign steel and iron materials in certain circumstances and requires the Department of Management Services and the Department of Transportation to adopt rules for specified purposes. SB 304 has been referred to the Governmental Oversight and Accountability Committee; the Appropriations Committee on Agriculture, Environment, and General Government; and the Fiscal Policy Committee.

[SB 336 - Regulation of Single-use Plastic Products](#)

SB 336 is a general bill sponsored by Senator Rodriguez that requires the Department of Environmental Protection to submit updated retail bag reports with conclusions and recommendations to the Legislature by specified dates. The bill defines the term "coastal community" and authorizes coastal communities to establish pilot programs to regulate single-use plastic products.

[HB 397 - Public Meetings](#)

HB 397 is a general bill by Representative Tuck that provides specified entities to meet privately with their attorneys to discuss claims concerning private property rights. The bill specifies what may be discussed during such meetings, requires such meetings be transcribed, and provides transcripts become public records at specified times. HB 397 has been referred to the Ethics, Elections & Open Government Subcommittee, the Civil Justice Subcommittee, and the State Affairs Committee.

Questions?

Contact [Angela M. Drzewiecki](#) or [Ryan E. Matthews](#)

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THE FLORIDA SENATE
SENATOR KATHLEEN PASSIDOMO
President

MEMORANDUM

TO: All Senators
FROM: Kathleen Passidomo
SUBJECT: Special Session B – Schedule and Legislation
DATE: February 3, 2023

In coordination with the Governor's Office and the Florida House, we have identified several issues that warrant our attention in advance of the 2023 Regular Session. As such, Speaker Renner and I plan to convene the Legislature in Special Session B, beginning on Monday, February 6. General information regarding anticipated special session bills and sponsors is outlined below, and an updated schedule for the next two weeks is attached to allow for advanced planning.

Schedule Updates: My goal in creating the updated schedules was to make use of existing committee blocks, where possible. The Governor's recommended budget is scheduled to be heard in the full Committee on Appropriations on Tuesday and in the subject-matter appropriations committees on Wednesday afternoon. To accommodate special session meetings, we will reschedule the Wednesday afternoon meetings for next week. I encourage all Senators to monitor the presentation of the Governor's recommended budget in the full Committee on Appropriations this week, so you can be prepared for presentations in the subject-matter appropriations committees next week.

Special Session Bills:

- **Emergency Management** – Leader Albritton will file legislation to provide additional resources to support ongoing relief and recovery for communities impacted by Hurricanes Ian and Nicole. The bill will include additional funding for the Governor's Emergency Response and Preparedness Fund, as well as funding for a Local Government Bridge Loan Program within the Department of Economic Opportunity. The Bridge Loan Program is particularly important to Leader Albritton, to Senator Martin and to me personally, given the financial challenges following Hurricane Ian that are facing several of the communities we represent. I will refer the bill to the Committee on Fiscal Policy.

- **Statewide Prosecutor** – Last year we created the Office of Elections Crimes and Security to establish a framework for law enforcement to investigate violations of elections laws. The State Constitution affords the Statewide Prosecutor concurrent jurisdiction with the state attorneys to prosecute certain violations of criminal laws that impact multiple jurisdictions. State law generally provides the office with the ability to prosecute election crimes. Senator Martin will sponsor legislation clarifying the Office of Statewide Prosecution jurisdiction to prosecute crimes involving elections for a federal or state office, and petition activities. The bill will be referred to the Committee on Fiscal Policy.
- **Illegal Immigration** – [Executive Order 23-03](#) outlines the current efforts the Executive Branch is undertaking to respond to the influx of migrants landing in the Florida Keys. To help mitigate the ongoing impacts of unauthorized aliens coming to the State of Florida, Senator Ingoglia will sponsor legislation to create the Unauthorized Alien Transport Program within the Division of Emergency Management to facilitate the voluntary transport of unauthorized migrants who have been processed by the federal government and released into the United States. I will refer the bill to the Committee on Fiscal Policy.
- **Intercollegiate Athletics** – In 2020, under the leadership of Senator Hutson, Senator Mayfield, and others, Florida was proactive in creating legislation which governs how college athletes can be compensated for use of their names, images and likenesses. However, the recent enactment of NCAA regulations regarding athlete compensation has put many states with such laws at a disadvantage, causing a need for Florida to revisit our current law. While college sports are not high on my list of priorities when compared with the many other serious issues we must address each session, sporting events do contribute greatly to our local economies and the sense of community in many parts of the state; therefore, I recognize the need to address this issue in a timely manner, so our university teams can remain competitive.

Senator Hutson filed Senate Bill 200 for consideration during the 2023 Regular Session, which is noticed for a hearing in the Committee on Postsecondary Education on Wednesday. Senator Hutson is working with the House sponsor, Representative LaMarca, on legislation for the special session, which will be referred to Rules.

Local Bills: As you may be aware, local bills originate in the House, do not need a Senate sponsor, and are typically adopted in the Senate via a consent calendar. However, to provide time for discussion on legislation (outlined below) relating to special districts dissolved during Special Session 2022C, I will utilize the discretion permitted under our Rules to refer these local bills to the Committee on Rules. As the most senior member of the Senate, Senator Hutson will present the local bills in committee and on the floor.

- **Reedy Creek Improvement District** – The Senate will receive from the House a local bill to revise the governance and powers of Reedy Creek Improvement District, while protecting local taxpayers from the District’s debts.
- **Sunshine Water Control District** – The Senate will receive from the House a local bill reauthorizing the Sunshine Water Control District.
- **Eastpoint Water and Sewer District** – The Senate will receive from the House a local bill making revisions and reauthorizing the Eastpoint Water and Sewer District.

Additional Committee and Floor Planning: Bills outlined above on Emergency Management, the Statewide Prosecutor, and Illegal Immigration will be heard in the Committee on Fiscal Policy on Tuesday, and will be considered on the floor Wednesday afternoon.

We will receive the local bills as well as legislation related to intercollegiate athletics from the House later in the week. Tentatively, we would plan to hear bills coming from the House in the Committee on Rules on Friday morning.

Thank you for your attention to these important issues. I look forward to seeing you on Monday.