



**CITY OF
MOUNT
DORA**

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Mayor Crissy Stile

Vice-Mayor Marc Crail
District 4

Councilmember John Cataldo
District 1

Councilmember Cal Rolfson
District 2

Councilmember Austin Guenther
District 3

Councilmember Nate Walker
District 5

Councilmember Doug Bryant
At-Large

MOUNT DORA CITY COUNCIL
February 15, 2022, 6:00 PM
City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Certificate of Recognition for Irene O'Malley
2. Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year Ended September 30, 2020

PUBLIC COMMENTS

- This is the time for the public to come forward with any comments on any subject related to City business that is not listed on the Agenda.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. If you are part of a group, try to designate a speaker.
- Please address all comments to the Chair.
- Answers to your questions may not be given at the end of your speech. However, your question along with an answer will be placed on the City's website under Frequently Asked Questions within 10 business days.
- We will try to answer your questions at the time asked. However, there may be times we will need to do research prior to providing an answer.

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request approval of the Irrevocable Standby Letter of Credit dated December 10, 2021, and Amendment to Irrevocable Standby Letter of Credit dated February 3, 2022, to secure the completion of

infrastructure associated with the Lakeside at Waterman Village Project.

2. Request approval of the Piggyback Agreement with George Gideon Auctioneers, Inc., for auction services
3. Request Approval of Meeting Minutes
 - January 18, 2022 Regular City Council Session Minutes
 - February 1, 2022 Regular City Council Session Minutes
 - February 1, 2022 NECRA Governing Board Session Minutes
 - February 1, 2022 CRA Governing Board Session Minutes

ACTION ITEMS

1. Request approval of Boundary Line Agreement between the Mount Dora Center for the Arts, Inc., and the City of Mount Dora and authorization for the Mayor to execute the Agreement.
2. Request adoption of Resolution No. 2022-14, Key to the City Policy
3. Request adoption of Resolution 2022-12 Selection of Location for the Resource and Recreation Center

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

BOARD APPOINTMENTS

CITY MANAGER

1. City Manager's Report
2. Lobbyist Update

CITY ATTORNEY'S REPORT

1. Building Height Petition Matter

COMMUNICATIONS AND REPORTS

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

- Mayor Crissy Stile

FUTURE MEETING DATES

- March 1, 2022, 6:00 PM, Regular Session
2. March 7, 2022, 10:30 AM, City Council Work Session

- March 15, 2022 6:00 PM, Regular Session
- April 5, 2022 6:00 PM, Regular Session
- April 19, 2022, 6:00 PM, Regular Session

ADJOURNMENT

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

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



CITY OF MOUNT DORA

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

DATE: February 15, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Certificate of Recognition for Irene O'Malley

Introduction:

This is an opportunity for the City Council to recognize Irene O'Malley.

Discussion:

The City of Mount Dora would like to express gratitude to Irene O'Malley for her involvement and volunteer work with Lake Cares Food Pantry.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation Presentaion

Attachment(s):

1. Certificate of Recognition for Irene O'Malley

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

Approved - 2/11/2022
Final Approval - 2/11/2022



CERTIFICATE OF RECOGNITION

WHEREAS, Irene O'Malley served Lake Cares Food Pantry from 2009 until her retirement on the 31st day of December 2021, and during those years has served with loyalty, dedication, and pride; and

WHEREAS, Irene O'Malley's leadership of Lake Cares Food Pantry was of extraordinary value in the progress and growth of the pantry and the community which it serves and the City of Mount Dora wishes to express gratitude to Irene O'Malley for her service; and

WHEREAS, Irene O'Malley filled many roles including volunteer, board member, shopper, bagger and Executive Director, a role she assumed in October 2010; and

WHEREAS, for many years Irene O'Malley was the sole employee of the pantry. She coordinated fund raising, food purchasing and distribution, volunteer recruitment, training and retention, and board and community relations; and

WHEREAS, Irene O'Malley led the organization to become a partner agency of Second Harvest Food Bank; and

WHEREAS, because of Irene O'Malley's commitment to the community, Lake Cares Food Pantry also purchases locally with various stores, farms, and vendors to obtain fresh produce, grocery, and sundry items

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, Florida, express a deep appreciation for the dedicated service and contributions Irene O'Malley has made through her service with Lake Cares Food Pantry. On behalf of the citizens of Mount Dora, I hereby extend heartfelt gratitude and best wishes for continued success and happiness in the future.

Crissy Stile, Mayor



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

DATE: February 15, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year Ended September 30, 2020

Introduction:

Certificate of Achievement for Excellence in Financial Presentation

Discussion:

The Certificate of Achievement of Excellence in Financial Reporting has been awarded to the City of Mount Dora by the Government Finance Officers Association of the United States and Canada (GFOA) for its Comprehensive Annual Financial Report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This is the 27th consecutive year that the City of Mount Dora has achieved this prestigious award. This Award of Financial Reporting Achievement has been awarded to the Finance Department of the City of Mount Dora for preparing the award-winning CAFR.

The plaque for Excellence in Financial Reporting for 2020 will be presented to John McKinney, Finance Director for the City of Mount Dora.

Budget Impact:

None

Strategic Impact:

Fiscal Sustainability

Recommendation Acceptance of Certificate presented by Ken Burke, Clerk of the Circuit Court for Pinellas County and the Past President of the Florida Government Finance Officers Association.

Attachment(s):

1. AFRA, Finance Department
2. 6 - Press Release

Prepared by: Jessica Burnham, City Clerk

Reviewed by:



**The Government Finance Officers Association of
the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
City of Mount Dora, Florida



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrell

Date: 1/27/2022



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

1/27/2022

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Mount Dora** for its annual comprehensive financial report for the fiscal year ended September 30, 2020. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



CITY OF MOUNT DORA

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

DATE: February 15, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of the Irrevocable Standby Letter of Credit dated December 10, 2021, and Amendment to Irrevocable Standby Letter of Credit dated February 3, 2022, to secure the completion of infrastructure associated with the Lakeside at Waterman Village Project.

Introduction:

The City Land Development Code (LDC) requires City Council approval of irrevocable letters of credit when offered by a developer as security for performance or maintenance of required development improvements in place of a bond, cashier's check, or certified check. Reference: LDC 4.3.4.4.a.2.

Discussion:

In lieu of a performance bond, Waterman Village has submitted an irrevocable standby letter of credit for the listed infrastructure to be installed by the developer. The letter allows for the City to draw upon the funds to complete all public infrastructure associated with the development should the development default on its agreement. The letter of credit dollar amount was certified by the Engineer of Record for the Lakeside at Waterman Village development.

The amended irrevocable letter of credit included with this agenda item has been reviewed by Public Works staff for valuation and by the City attorney for form and is recommended for approval by City Council.

Budget Impact:

Acceptance of the letter of credit has no budgetary impact. The Letter of Credit provides monetary assurance that the new development infrastructure will be constructed to the Engineer's construction plans and maintenance standards without impact to the existing utility rate base.

Strategic Impact:

The letter of credit will provide monetary security that the listed new utility and public infrastructure create a sustainable community.

Recommendation Staff recommends City Council approve of the Irrevocable Standby Letter of Credit dated December 10, 2021, and Amendment to Irrevocable Standby Letter of Credit dated February 3, 2022.

Attachment(s):

1. Digital Copy Letter of Credit Exp 11.17.2022
2. Letter of Credit Amendment #1

Prepared by: Ethan Hand

Reviewed by: Josef Grusauskas, Utilities & Plant Operations Director
John McKinney, Finance Director
Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 2/9/2022

Approved - 2/10/2022

Approved - 2/11/2022

Approved - 2/11/2022

Final Approval - 2/11/2022



IRREVOCABLE STANDBY LETTER OF CREDIT 70005685

DATE: DECEMBER 10, 2021

APPLICANT:
WATERMAN COMMUNITIES INC.
250 BROOKFIELD AVE
MOUNT DORA, FL 32757

BENEFICIARY:
CITY OF MOUNT DORA
510 N. BAKER STREET
MOUNT DORA, FL 32757

FOR: USD 1,250,000.00 (US DOLLARS ONE MILLION TWO HUNDRED FIFTY THOUSAND)

DATE OF EXPIRATION: 11/17/2022
PLACE OF EXPIRATION: OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. 70005685 IN BENEFICIARY'S FAVOR FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT AVAILABLE BY BENEFICIARY'S DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING STATEMENT, SIGNED BY THE CITY MANAGER OF THE BENEFICIARY: "THE BENEFICIARY CERTIFIES THAT WATERMAN COMMUNITIES, INC., A FLORIDA NOT FOR PROFIT CORPORATION, IS IN DEFAULT OF ITS AGREEMENT WITH THE BENEFICIARY TO COMPLETE ALL PUBLIC INFRASTRUCTURE ASSOCIATED WITH THE LAKESIDE AT WATERMAN VILLAGE PROJECT INCLUDING OFFSITE UTILITIES, ONSITE UTILITIES REMAINING TO BE COMPLETED, LIFT STATION, JW SIMPSON WAY AND FIDDLER LANE, ALL APPLICABLE NOTICE AND CURE PERIODS HAVE EXPIRED, AND THE AMOUNT TO BE DRAWN PURSUANT TO THE AGREEMENT BETWEEN THE BENEFICIARY AND WATERMAN COMMUNITIES, INC. IS THE SUM OF \$_____."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY EXPIRATION DATE WE SEND NOTICE TO YOU BY REGISTERED MAIL OR OVERNIGHT COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD. LETTER OF CREDIT NON EXTENSION NOTICE SHALL BE SENT TO THE BENEFICIARY AT THE ADDRESS AS STATED ABOVE, OR AS AMENDED.

ALL DRAFTS MUST REFERENCE THE NUMBER AND ISSUE DATE OF THIS CREDIT.

THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 PUBLICATION 590.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF THE DOCUMENTS SPECIFIED ABOVE TO THE BELOW ADDRESS ON OR BEFORE NOVEMBER 17, 2022 OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE.



ALL DOCUMENTS ARE TO BE PRESENTED TO:

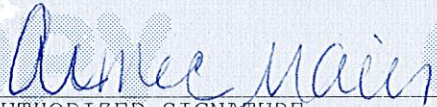
TRUIST BANK
LETTER OF CREDIT AND TRADE SERVICES
MAIL CODE: 803-05-03-35
303 PEACHTREE STREET NE, 3RD FLOOR
ATLANTA, GEORGIA 30308

PLEASE DIRECT ALL INQUIRIES TO TELEPHONE 800-951-7847

PLEASE BE ADVISED THAT SUNTRUST BANK RECENTLY MERGED WITH AND INTO
BRANCH BANKING AND TRUST COMPANY ("BB&T"), WHICH CHANGED ITS NAME TO
TRUIST BANK; HOWEVER, UNTIL FURTHER NOTICE, ALL DOCUMENTS AND
COMMUNICATIONS RELATED TO THIS LETTER OF CREDIT OR COLLECTION SHOULD
CONTINUE TO BE SENT TO TRUIST BANK AT: LETTERS OF CREDIT AND TRADE
SERVICES, 303 PEACHTREE ST. NE, 3RD FLOOR (MAIL CODE 803-05-03-35),
ATLANTA, GA 30308. PLEASE DIRECT ALL INQUIRIES TO TELEPHONE
800-951-7847.

SINCERELY,

TRUIST BANK


AUTHORIZED SIGNATURE

Aimee Maier
Assistant Vice President



DATE: FEBRUARY 03, 2022

BENEFICIARY:
CITY OF MOUNT DORA
510 N. BAKER STREET
MOUNT DORA, FL 32757

APPLICANT:
WATERMAN COMMUNITIES INC
250 BROOKFIELD AVE
MOUNT DORA, FL 32757

AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

OUR REFERENCE NUMBER: 70005685
AMENDMENT NUMBER: 1

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED CREDIT AND MUST BE ATTACHED THERETO.

PLEASE DELETE THE FOLLOWING PARAGRAPH:

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. 70005685 IN BENEFICIARY'S FAVOR FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT AVAILABLE BY BENEFICIARY'S DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING STATEMENT, SIGNED BY THE CITY MANAGER OF THE BENEFICIARY: "THE BENEFICIARY CERTIFIES THAT WATERMAN COMMUNITIES, INC., A FLORIDA NOT FOR PROFIT CORPORATION, IS IN DEFAULT OF ITS AGREEMENT WITH THE BENEFICIARY TO COMPLETE ALL PUBLIC INFRASTRUCTURE ASSOCIATED WITH THE LAKESIDE AT WATERMAN VILLAGE PROJECT INCLUDING OFFSITE UTILITIES, ONSITE UTILITIES REMAINING TO BE COMPLETED, LIFT STATION, JW SIMPSON WAY AND FIDDLER LANE, ALL APPLICABLE NOTICE AND CURE PERIODS HAVE EXPIRED, AND THE AMOUNT TO BE DRAWN PURSUANT TO THE AGREEMENT BETWEEN THE BENEFICIARY AND WATERMAN COMMUNITIES, INC. IS THE SUM OF \$ _____."

AND REPLACE IT WITH THE FOLLOWING PARAGRAPH:

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. 70005685 IN BENEFICIARY'S FAVOR FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT AVAILABLE BY BENEFICIARY'S DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING STATEMENT, SIGNED BY THE CITY MANAGER OF THE BENEFICIARY: "THE BENEFICIARY CERTIFIES THAT WATERMAN COMMUNITIES, INC., A FLORIDA NOT FOR PROFIT CORPORATION, IS IN DEFAULT OF ITS AGREEMENT WITH THE BENEFICIARY TO COMPLETE ALL PUBLIC INFRASTRUCTURE ASSOCIATED WITH THE LAKESIDE AT WATERMAN VILLAGE PROJECT INCLUDING OFFSITE UTILITIES, ONSITE UTILITIES REMAINING TO BE COMPLETED, LIFT STATION, DONNELLY STREET ROAD IMPROVEMENT, JW SIMPSON WAY AND FIDDLER LANE, ALL APPLICABLE NOTICE AND CURE PERIODS HAVE EXPIRED, AND



THE AMOUNT TO BE DRAWN PURSUANT TO THE AGREEMENT BETWEEN THE BENEFICIARY AND WATERMAN COMMUNITIES, INC. IS THE SUM OF \$_____."

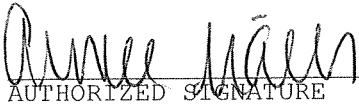
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PLEASE DIRECT ALL INQUIRIES TO: PHONE 800-951-7847 OPTION 3.

PLEASE BE ADVISED THAT SUNTRUST BANK RECENTLY MERGED WITH AND INTO BRANCH BANKING AND TRUST COMPANY ("BB&T"), WHICH CHANGED ITS NAME TO TRUIST BANK; HOWEVER, UNTIL FURTHER NOTICE, ALL DOCUMENTS AND COMMUNICATIONS RELATED TO THIS LETTER OF CREDIT OR COLLECTION SHOULD CONTINUE TO BE SENT TO TRUIST BANK AT: LETTERS OF CREDIT AND TRADE SERVICES, 303 PEACHTREE ST. NE, 3RD FLOOR (MAIL CODE 803-05-03-35), ATLANTA, GA 30308. PLEASE DIRECT ALL INQUIRIES TO TELEPHONE 800-951-7847.

SINCERELY,

TRUIST BANK


AUTHORIZED SIGNATURE

Aimee Maier
Assistant Vice President

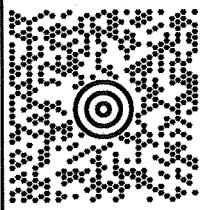
CHERYL MARSHALL
678-252-6535
TRUIST
303 PEACHTREE STREET NE
ATLANTA GA 30308

1 LBS

1 OF 1

SHIP TO:

(352) 735-7126
CITY OF MOUNT DORA
510 N BAKER ST
MOUNT DORA FL 32757-5521

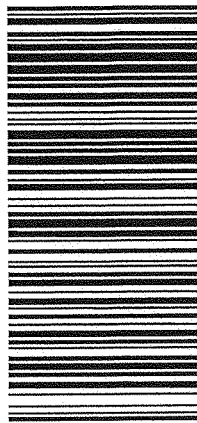


FL 327 0-04



UPS NEXT DAY AIR 1

TRACKING #: 1Z 530 A09 24 9187 1389



BILLING: P/P
SIGNATURE REQUIRED

Reference No. 1: 5122419
Reference No. 2: 70005685 AME 1
XOL 22.01.28 NV46 6 0A 01/2022*



TM



CITY OF MOUNT DORA

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

DATE: February 15, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of the Piggyback Agreement with George Gideon Auctioneers, Inc., for auction services

Introduction:

Request piggyback of Auction Services with George Gideon Auctioneers, Inc.

Discussion:

The City occasionally needs to send to an auctioneer surplus property for disposal. This disposal is always to the highest bidder in compliance with Resolution 2021-117, Capital Assets and Management Policy. All property/equipment declared surplus or obsolete for disposition shall be per "Florida Law". (F.S. 274.03)

The piggyback of the Lake County, Florida contract per RFP #21-0543B is authorized by Resolution 2021-107 Purchasing Policy Section 3.4-1 Purchasing Methods and Solicitation sub Section F.

George Gideon Auctioneers, Inc. is located 7.1 miles from City Hall.

Budget Impact:

None at this time.

Strategic Impact:

Fiscal Sustainability

Recommendation Approve the piggyback agreement with Goerge Gideon Auctioneers, Inc.

Attachment(s):

1. Piggyback Agreement.George Gideon.SGS

2. Exhibit A.Cooperative Agreement

Prepared by: John McKinney, Finance Director
Reviewed by: Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 2/10/2022
Approved - 2/10/2022
Final Approval - 2/10/2022

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and GEORGE GIDEON AUCTIONEERS, INC., a Florida corporation, Post Office Box 1179, Zellwood, Florida 32798, hereinafter referred to as the “CONTRACTOR”.

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Contract for Auction Services between Lake County, Florida, and the CONTRACTOR, dated January 10, 2022, attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract” which was competitively solicited for and negotiated by the Lake County, Florida, through RFP # 21-0543B; and,

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

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

SECTION 1. TERM.

The term of this Agreement shall be for an initial period beginning on the date of execution by the CITY and ending on January 10, 2022; however, may be extended for two additional, two (2) year periods pursuant to Section 4, Term of the Cooperative Contract.

SECTION 2. SERVICES AND PRICING.

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

SECTION 3. CONTRACT PROVISIONS.

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

SECTION 4. NOTICE.

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

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

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

CONTRACTOR: George Gideon Auctioneers, Inc.
Post Office Box 1179
Zellwood, Florida 32798

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. MODIFICATION.

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

SECTION 7. CONFLICT.

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

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

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

SECTION 9. JOINT AUTHORSHIP.

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

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

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

SECTION 11. INDEMNIFICATION.

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

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

CITY CLERK: JESSICA BURNHAM

510 NORTH BAKER STREET

MOUNT DORA, FL 32757

(352) 735-7126

BURNHAMJ@CITYOFMOUNTDORA.COM

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

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

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

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

Signatures on Following Page

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

CITY OF MOUNT DORA

CRISSY STILE

MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen
City Attorney

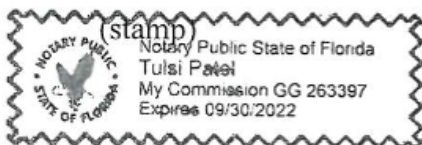
CONTRACTOR

Print: Jason Gideon
Title: Sales Manager

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Jason Gideon, as Sales manager, of the contractor, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced FL ID as identification, and who did/did not take an oath this 8 day of February, 2022.



NOTARY PUBLIC

Exhibit “A”

Cooperative Contract between the
Lake County, Florida and
George Gideon Auctioneers, Inc.

**CONTRACT FOR
AUCTION SERVICES
RFP #21-0543B**

This is a contract between Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, and George Gideon Auctioneers, Inc., a Florida corporation (CONTRACTOR).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted Request for Proposal (RFP) #21-0543 seeking firms or individuals qualified to provide auction services; and

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

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

THEREFORE, the parties hereby agree as follows:

1. The above recitals are true and correct and incorporated in this contract.
2. The purpose of this contract is for the CONTRACTOR to provide auctioneering and related services for the COUNTY (the "Service").
3. **Scope of Services.**

A. On the terms and conditions set forth in this contract, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials and equipment to complete the Service in accordance with the Scope of Services, and any addenda attached and incorporated by reference as **Exhibit A**. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

B. The CONTRACTOR shall coordinate and work with any other contractors retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this contract.

4. **Term.**

A. This contract will commence on the date of the last party to sign it. This contract is for an initial one-year term with the option of two subsequent two-year renewals. Any renewal is contingent upon written mutual agreement.

B. The prices set forth in this contract will prevail for the full duration of the contract. Prior to completion of each exercised term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the CONTRACTOR'S responsibility to request in writing any pricing adjustment under this provision.

C. All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR must notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. No additional days will be granted for rain delays.

5. **Payment.** This is a revenue generating contract. The CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligations under this contract a commission as provided in the pricing sheet attached as **Exhibit B**. CONTRACTOR will remit to the COUNTY the remaining auction proceeds within 14 business days after the auction closing date.

6. **Key Personnel.** The CONTRACTOR agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly CONTRACTOR a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this contract.

7. **E-Verify.** The CONTRACTOR must utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONTRACTOR during the term of this contract. The CONTRACTOR must include in all contracts with subcontractor performing work pursuant to any contract arising from this contract an express requirement that the subcontractor utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractor during the term of the contract.

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

9. **Termination.**

A. **Termination for Convenience.** This contract may be terminated by the COUNTY upon 30 calendar days' written notice to the CONTRACTOR; but if any work, service or task under this contract is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 30 calendar days' written notice, the COUNTY will reimburse the CONTRACTOR for actual work satisfactorily completed.

B. **Termination for Cause.** This contract may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this contract, but only after the COUNTY has provided CONTRACTOR with 10 calendar days' written notice for the CONTRACTOR to cure the breach and its failure to do so. If any work, service or task under this contract is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

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

10. **Assignment of Contract.** This contract may not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve the CONTRACTOR of liability and obligations under this contract and all transactions with the COUNTY must be through the CONTRACTOR. The CONTRACTOR must notify and obtain prior written consent from the COUNTY prior to assignment of this contract as a result of acquisition, sale, or hostile takeover of CONTRACTOR. Any assignment or transfer because of sale, acquisition, or hostile takeover without the prior consent of the COUNTY may result in termination of this contract for default.

11. Insurance.

A. CONTRACTOR will purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

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

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

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

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

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

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

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

F. Certificate holder must be:

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

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

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

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

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

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

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

13. **Independent Contractor.** CONTRACTOR, and all its employees, agree that they will be acting as an independent CONTRACTOR and will not be considered or deemed to be an agent, employee, or partner of, or in a joint venture with, the COUNTY. CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and will not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this contract.

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

15. **Conflict of Interest.** The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this contract, or which would violate or cause others to violate

the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this contract unless approved by the COUNTY.

16. **Retaining Other Contractors.** Nothing in this contract will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this contract.

17. **Accuracy.** The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished under this contract. The CONTRACTOR will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided in this contract.

18. **Additional Services.** Services not specifically identified in this contract may be added to the contract upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

19. **Right to Audit.**

A. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY'S choosing. The CONTRACTOR will provide access to all of its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The CONTRACTOR will retain all records pertaining to this contract and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the contract. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

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

20. **Public Records.**

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

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

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

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

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

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

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

22. **License.** The CONTRACTOR must remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR must ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this contract.

23. **Applicable Law.** This contract is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie solely in Lake County, Florida. The CONTRACTOR hereby waives its right to a jury trial for any action arising from this contract. Arbitration will not be used as a means of dispute resolution.

24. The captions utilized in this contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this contract.

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

CONTRACT FOR AUCTION SERVICES, RFP # 21-0543B

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

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

28. The CONTRACTOR must comply with all Federal, State and local laws, rules and regulations.

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

30. With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated in this contract. Although this contract is specific to a department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this contract and purchase any and all items specified in this contract at the contract prices established in this contract. A contract modification will be issued by the COUNTY identifying the requirements of the additional COUNTY departments.

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

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

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

If to the CONTRACTOR:

George Gideon Auctioneers, Inc.
P.O. Box 1179
Zellwood, FL 32798

If to the COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:
County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

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

35. **Scope of Contract.** This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications. This contract contains the following attachments, all of which are incorporated in this contract:

Exhibit A	Scope of Services
Exhibit B	Pricing

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

GEORGE GIDEON AUCTIONEERS, INC.

By: 
George Gideon, President
License # AU672

This 5th day of January, 2022

LAKE COUNTY, FLORIDA, through its
INTERIM COUNTY MANAGER


Jennifer Barker, Interim-County Manager

This 10 day of January, 2022

Approved as to form and legality:


Melanie Marsh, County Attorney

EXHIBIT A – SCOPE OF SERVICES

21-0543

AUCTION SERVICES

1. SCOPE OF SERVICES

AUCTIONEER (Contractor) shall:

- 1.1. Be licensed as an Auctioneer by the State of Florida,
- 1.2. Be a licensed dealer to sell titled vehicles in the State of Florida,
 - 1.2.1. Be responsible for title transfers and all requirements of the State of Florida,
 - 1.2.2. Possession of an Auctioneer Surety Bond or, License and Permit Bond,
- 1.3. Comply with all applicable local, state, and federal laws and regulations,
- 1.4. Sell property to the highest responsible bidder,
- 1.5. Dispose of unsold items,
 - 1.5.1. There shall be no cost to the County for any disposition,
- 1.6. Perform all tasks relating to auction services including but not limited to:
 - 1.6.1. Presale advertising/marketing,
 - 1.6.2. Consolidation and arrangement of items in the best sale order,
 - 1.6.3. Tag and assign lot numbers,
 - 1.6.4. Register bidders,
 - 1.6.5. Conduct and monitor auctions,
 - 1.6.6. Issue receipts for payments.
- 1.7. Maintain records and reports considered necessary by the County, other than those routinely provided by the Contractor;
 - 1.7.1. Reports shall provide information electronically on the sold items including a description of the item, sale price, related expenses, commission rate, and the total revenue to the County;
 - 1.7.2. Submit a sample report that supports this information;
- 1.8. Keep records of all financial matters pertaining to auctions in accordance with generally accepted accounting principles;
 - 1.8.1. Financial records shall be available to the County or any other governmental agency with jurisdiction for audit, as such reasonable times and places as the County shall designate.
- 1.9. Maintain a mailing list of prospective buyers and mail/e-mail information on a regular basis to the prospective buyers to ensure interest in the process and to ensure participation from a wide variety of persons;
- 1.10. Maintain an active website and post auction information or brochures with a sales schedule, if applicable, on said website;
- 1.11. Include County's items on Contractor's website;
- 1.12. Coordinate with the Fixed Assets/Surplus Specialists timely pick up/transport of surplus.

EXHIBIT A – SCOPE OF SERVICES

21-0543

AUCTION SERVICES

- 1.12.1. ALL surplus shall be removed from County property. No auctions on County property. No bidders/buyers on County property.
- 1.12.2. Be responsible for items once removed from County location(s).
- 1.12.3. Services shall include, but not be limited to, loading, unloading, transporting property to the auction site, and temporary storage.
- 1.12.4. Require all staff have identification in the form of a company logo shirt, badge, or vest when on County property.
- 1.13. Provide training and instruction to County staff pertaining to the implementation of the auction process at no cost.

2. CONTRACTOR'S RESPONSIBILITIES.

- 2.1. Pick up surplus from County location(s).
 - 2.1.1. Primary locations:
 - 2.1.1.1. Facilities Warehouse: 32400 County Road 473, Leesburg 34788
 - 2.1.1.2. Fleet Facility: 20423 Independence Blvd., Groveland 34736
 - 2.1.2. Other County locations as in the best interest of the County.
 - 2.1.3. Surplus items shall be picked up from County locations within ten (10) business days.
- 2.2. Provide an auction site within an eighty (80) mile radius of the County's Facility Warehouse to ensure residents of the County attendance without undue travel.
 - 2.2.1 Depending on size, store all items under roof and in-doors and/or a secured area
- 2.3. Be open and available to the public per the County's policy for sale of surplus items with no admission fees, access charges or bid deposits.
- 2.4. Surplus items must be online and available for auction within thirty (30) days of receipt of surplus items.

3. COUNTY RESPONSIBILITIES.

- 3.1. Notify Auctioneer when surplus is ready
- 3.2. Identify location of surplus
- 3.3. Provide an inventory of surplus.

4. MISCELLANEOUS

- 4.1. Auctions conducted on behalf of the County shall charge no buyer's premium.
- 4.2. Commission rates shall be as a percentage of the gross sales.
- 4.3. Commissions shall include all costs associated with the auction activities including, but not limited to, printing and mailing/e-mailing of auction brochures, newspaper advertising, trade

EXHIBIT A – SCOPE OF SERVICES

21-0543

AUCTION SERVICES

magazine advertisements, electronic advertisements, bidder registration forms, collection, transportation, storage, and conducting the auction.

4.4. Provide rates for the following categories:

4.4.1. All titled items.

4.4.2. All non-titled items, including, but not limited to, motorized items such as tractors, mowers, generators, welders.

4.4.3. All office furniture and equipment, small tools, electronic and miscellaneous equipment, and items.

4.4.4. All Heavy Equipment items.

4.4.4.1. Some heavy equipment may be taken to separate auctions as deemed in the best interest of the County.

4.4.5. All items sold at auction will be sold “AS IS, WHERE IS”. County will not warrant condition, merchantability or fitness of items sold at auction. This information shall be made a part of the auction advertisement, posted in sales areas, and made available to the general public upon request.

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REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Auction Services

08/16/2021

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Section 1.12.1 states “ALL surplus shall be removed from County property. No auctions on County property. No bidders/buyers on County property”. In our experience there have been the rare times that certain items which are not advantageous for the county or vendor to move to their facility (very large equipment, boats, fill dirt, etc.). In those rare instances can the item(s) be sold on County property?
All surplus shall be removed from County property to be auctioned. With prior County Project Manager permission, heavy equipment may be left on County property during the auction and picked up within thirty (30) days after the auction closes by the buyer if accompanied by Contractor. County reserves the right to charge a storage fee after the initial thirty (30) day period. Contractor shall be responsible to any damage done to County property during pick up.
- Q2. Section 1.12.3 states that “Services shall include, but not be limited to, loading, unloading, transporting property to the auction site, and temporary storage”. If items are driven via a dealers/transporters tag on the road will the same insurance limits of \$1,000,000 be required on the dealers/transporter’s tags to properly insure the county should anything happen? And who is responsible for County property if contract Auctioneer drives vehicles to their facility and damage them or get in an accident along the way? Or will all items have to be transported via towing to negate any transportation damages or accident liability?
Exhibit B – Insurance Requirements auto liability remains as described regardless if transported via dealer tag or not. Contractor is responsible to ensure any subcontractor complies with the County’s limit requirements.
- Q3. For items at the county facility that need to be loaded onto a truck via forklift, will the county load said items with a forklift?
Yes, by authorized County forklift drivers only.
- Q4. As per 2.2.1 “Depending on size, store all items under roof and in-doors and/or a secured area” does this mean that all items such as office furniture, electronics, and other items that maybe depreciated rapidly by being in the open elements MUST be stored in a safe place out of the elements?

Yes. Contractor shall protect the value of all items so the County receives the best possible price.

- Q5. As per 2.3 "Be open and available to the public per the County's policy for sale of surplus items with no admission fees, access charges or bid deposits". Does this extend to all Auctions (Live and On-Line) that are conducted by the Vendor? And can a bid deposit be required if a customer has been delinquent and not paid with regards to payments in the past?

This extends to all auctions conducted. A bid deposit may be allowed based on existing customer's past delinquencies.

- Q6. As per 4.1 "Auctions conducted on behalf of the County shall charge no buyer's premium". Does this include any fees such as credit card processing fees? Or OnLine purchasing fees?

Yes.

- Q7. Does the County currently lease any vehicles that wouldn't be offered for Auction?

Yes. The County's light duty fleet is mostly leased and will not be disposed of through this contract.

- Q8. Must the contractor submit sales tax to the State on the County's behalf?

Contractor is responsible to submit all sales tax to the State on the County's behalf.

- Q9. On the pricing sheet it asks for the rate for:

- Pickup of items (load) less than 3/4 ton
- Pickup of items (load) 3/4 to one ton
- Pickup of items (load) greater than one ton

But we were under the impression that the contractor furnishes the transportation services included within the commission charged to the county, was this a typo?

Contractor is responsible to transport items at no additional cost to the County.

- Q10. Under the insurance requirements #5, is it a necessary requirement? We sell for 70+ Government Agencies that do not require errors and omission policies. Can it be omitted?

Professional Liability and specialty insurances are not required.

This sentence:

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

shall be removed from Exhibit B – Insurance Requirements.

- Q11. As an online auctioneer, we do not possess an Auctioneer's license for the State of FL, although we regular sell titled vehicles, we are not licensed within the State of FL, we do not provide title transfer services, we do not have an Auctioneer Surety Bond or Licenses and Permit Bond, we do not dispose of unsold items but they may be relisted at no charge, the way we operate surplus is kept on your property and buyers pick it up once they pay, and we do not pick up surplus as it is kept on your property. Can these requirements be omitted?

No. These requirements remain as part of the solicitation requirements.

ACKNOWLEDGEMENT

Firm Name: George Gideon Auctioneers Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *George Gideon*

Date: 8/19/2021

Print Name: George Gideon

Title: President

Primary E-mail Address: george@ggauctions.com

Secondary E-mail Address: admin@ggauctions.com



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Auction Services

08/20/2021

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Under Section 4.1 in the Scope of Services, it is stated that auctions conducted on behalf of the County shall charge no buyers premium. If it is proven that charging a buyer's premium, in addition to, or in lieu of a seller's premium, will in no way negatively impact, and even positively impact, the values of the items sold and therefore bring more taxpayer value to Lake County, will the County consider that type of proposal?

No. Exhibit A – Scope of Work stands as written.

- Q2. Noticed when filling out the pricing sheet, some of the boxes only allow numbers and some only allow currency. I tried to put a % and a decimal in one box and it won't allow it.

A revised Attachment 2 – Pricing Sheet has been uploaded to the website and the cells from line items 1-10 have been updated to “General” to allow of the percentage and decimal points to be used if necessary.

ACKNOWLEDGEMENT

Firm Name: George Gideon Auctioneers Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *George Gideon*

Date: 8/23/2021

Print Name: George Gideon

Title: President

Primary E-mail Address: george@ggauctions.com

Secondary E-mail Address: admin@ggauctions.com

Type Your Firm's Name Here

SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide services to County. Services will be performed in accordance with specifications listed and implied.

Alterations to locked cells may result in disqualification of submission.

ITEM #	ITEM DESCRIPTION	RATE
1	Titled items:	*12.5%
2	Non-titled, motorized items including, but not limited to, tractors, mowers, generators, and welders	*15%
3	Office furniture and equipment including, but not limited to, small tools, electronic and miscellaneous equipment and items	*40%
4	Heavy equipment items	*15%
5	Pickup of items (load) less than 3/4 ton	0
6	Pickup of items (load) 3/4 to one ton	0
7	Pickup of items (load) greater than one ton	0

ITEM #	MISCELLANEOUS FEES and JUSTIFICATION	RATE
8	*fee adjustments for any agency outside of Lake County may apply	
9		
10		

PHYSICAL AUCTION SITE ADDRESS

2753 N Hwy 441 Zellwood, FL 32798

PROVIDE THE FOLLOWING SIZING:

WAREHOUSE (Square Feet)	YARD - (Acres)
8000	13

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

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



CITY OF MOUNT DORA

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

DATE: February 15, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Meeting Minutes
- January 18, 2022 Regular City Council Session Minutes
- February 1, 2022 Regular City Council Session Minutes
- February 1, 2022 NECRA Governing Board Session Minutes
- February 1, 2022 CRA Governing Board Session Minutes

Introduction:

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

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation City Council to Approve Meeting Minutes.

Attachment(s):

1. January 18, 2022 Regular City Council Minutes
2. February 1, 2022 Regular City Council Minutes
3. February 1, 2022 NECRA Governing Board Minutes
4. February 1, 2022 CRA Governing Board Minutes

Prepared by: Jessica Burnham, City Clerk

Reviewed by:

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



**January 18, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

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

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Present

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

Also Present

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

PRESENTATIONS

PUBLIC COMMENTS

Mayor Stile opened public input

Freddie Allen, 721 Pine Avenue, spoke about the future recreational building.

Mike Masterson, 7887 Crosswinds Ways, inquired about the vision two and suggested when a facility change happens to use the wide way communcations.

Janet Manachon, 2108 Oakleaf Circle, inquired when the Northeast section of town would be placed on an agenda.

John Carr, 1601 Stafford Springs, spoke on the increased growth of the city.

Mayor Stile read into the record a comment card from Valire Sidal, 31434 Sand Lake Drive, wrote about a development that is planned to be built by her land.

Chaplain Bobby D Rowe, Chaplain with Mount Dora Police Department, spoke about an upcoming bicycle ride that would take place on February 12th.

Erin Fullenkarup, 345 Veranda Way, spoke about the small town appeal of Mount Dora.

Mayor Stile closed public input

APPROVAL OF AGENDA

Sherry Sutphen, City Attorney, asked to amend the agenda in regards to Resolution No. 2022-08, Amending Building Height Advisory Committee, due to some new information which was brought up at the last Building Height Advisory Committee meeting.

MOTION BY COUNCILMEMBER ROLFSON TO AMEND THE AGNEDA TO INCLUDE NEW INFORMATION STATED BY THE CITY ATTORNEY; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

Councilmember Rolfson inquired to switch agenda item numbers five and six under Public Hearings and requested to add an item under action in regards to comments made by Planning and Zoning Board Commission member James Homich at the Community meeting on January 10, 2022.

MOTION BY COUNCILMEMBER ROLFSON TO AMEND THE AGENDA WITH THE ITEMS STATED. COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

City Manager, Patrick Comiskey, requested that under Public Hearing items number one and two be combined in their public comment portion.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE RECOMMENDATION OF THE CITY MANANGER; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

CONSENT AGENDA

1. Request approval of Amended Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services - Palm Island Park Kayak and Canoe Launch (Faden Builders)
2. Request approval of the Edward Byrne Memorial Justice Assistance Grant (JAG)
3. Request approval of the Piggyback Agreement with Asphalt Paving Systems, Inc., related to Pavement Maintenance and Rehabilitation Continuing Services and authorization to

utilize Asphalt Paving Systems, Inc., for annual road repaving in an amount not to exceed \$295,432.15

4. Request Approval of Meeting Minutes
- November 16, 2021, Regular City Council Session Minutes

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

ACTION ITEMS

1. Request adoption of Resolution 2022-04, FY 2021-2022 Budget Adjustment

Ms. Sutphen read Resolution 2022-04, FY 2021-2022 Budget Amendment by title only.

Resolution 2022-04

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2021-22; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF 2021-2022 BUDGET ADJUSTMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

John McKinney, Finance Director, provided council with an overview of the item. Mr. McKinney started to summarize the key points of the adjustment. This adjustment accounts for prior year purchase order roll to account for year-end accruals, recognizes ARPA funds received, handles the increase to the CRA and the NECRA, projections from the property appraiser, accounts for the debt service structure of the municipal service complex, and transfers monies from stormwater to electric related to the Dogwood Mountain project.

Mayor Stile inquired about the increase under CRA to waste management Sunday service. To which, Mr. McKinney answered that there is a service in the downtown CRA that has now been in place for about six months that the CRA is paying for.

Mayor Stile opened public input

No one spoke

Mayor Stile closed public input

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION 2022-

***04, FY 2021-2022 BUDGET ADJUSTMENT; COUNCILMEMBER CATALDO
SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.***

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

2. Request adoption of Resolution 2022-03, Master Fee Schedule Update

Ms. Sutphen read Resolution No. 2022-03, Master Fee Schedule Update by title only.

RESOLUTION NO.2022-03

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER FEE SCHEDULE FOR THE CITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR FEE SCHEDULE RESOLUTIONS; PROVIDING FOR APPROVAL AND ADOPTION OF THE MASTER FEE SCHEDULE; PROVIDING THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Mr. McKinney mentioned this item was posted in utility bills and on the website. Mr. McKinney stated the study has confirmed the increase is necessary.

Councilmember Rolfson spoke about the fee structure and why the increases are necessary.

Mayor Stile inquired about the waving of the annexation fee.

Councilmember Guenther inquired about the rate increase stopping.

Discussion ensued on rate increases.

Mayor Stile opened public input

Mike Materson, 7887 Crosswinds Way, inquired what a citizen would have to do to request a street light in front of their home.

Steve Lagnley, Electric Utility Director, stated that the lights are placed on private property and the citizen pays for the rate if it is in the right a way and staff elevates the potential for

a safety hazard.

Josh Hemingway, 1177 East 5th Avenue, stated that with overdevelopment, that brings the potential for increases to the utility rates.

Mayor closed public input

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION 2022-03, MASTER FEE SCHEDULE UPDATE; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

3. Request approval of the Third Amendment to Solid Waste Agreement between the City and Waste Management Inc. of Florida

Mr. McKinney provided an overview of the agenda item to council and mentioned the proposed rate that Waste Management charges for both residential and commercial solid waste services to the City is projected to increase by 3.5 percent pursuant to the Franchise agreement.

Doug Macoy, Senior District Manager of Waste Management, addressed council and spoke on the increase.

Discussion ensued on the increase and downtown area pickup of trash on Sundays.

Mayor Stile opened public input

No one spoke

Mayor Stile closed public input

MOTION BY COUNCILMEMBER BRYANT TO APPROVE THE THIRD AMENDMENT TO THE SOLID WASTE AGREEMENT BETWEEN THE CITY AND WASTE MANAGEMENT INC. OF FLORIDA; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

4. Discussion in relation to the comments made by Planning and Zoning Board Commission member James Homich at the Community meeting on January 10, 2022.

****This item was added to the agenda***

Councilmember Rolfson spoke about the community meeting that took place on January 10th, 2022 and provided background information regarding boardmember James Homich, Planning and Zoning Commission.

Councilmember Rolfson then asked for the audio clip of Mr. Homich's public input at that meeting to be played.

Continuing, Councilmember Rolfson stated, Mr. Homich criticizes the developer, admits being on the Planning and Zoning Board, and wrongly speaks about the Joint Planning Agreement.

COUNCILMEMBER ROLFSON MOTION TO REMOVE JAMES HOMICH BY THE CITY COUNCIL FROM THE PLANNING AND ZONING COMMISSION FOR THE REASONS AS CONSTITUTING A NECESSITY AS EXPLAINED. SECOUND BY COUNCILMEMBER GUENTHER. MOTION FAILED BY A ROLL CALL VOTE.

Discussion ensued on the motion made.

Discussion ensued on the removal of Mr. Homich in the past, voting conflicts, sunshine law violations, and quasi-judicial boards.

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

MOTION BY COUNCILMEMBER BRYANT TO REFER THE MATTER THAT HAS BEEN BROUGHT UP BY COUNCILMEMBER ROLFSON ALONG WITH THE AUDIO CLIP TO THE CITY ATTORNEY FOR THE CITY ATTORNEY TO

***ELEVAUTE IF THERE HAS BEEN ANY VIOLATIONS IN HER ASSMENT AS TO
RULE OR STAUTE AND REPORT BACK TO COUNCIL; COUNCILMEMBER
CATALDO SECONDED THE MOTION. MOTION WAS APPROVED BY A ROLL
CALL VOTE.***

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

Mayor Stile called the meeting to recess at 7:50 P.M.

Mayor Stile called the meeting back to order at 8:00 P.M.

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Request approval of First Reading Transmittal Hearing Ordinance No. 2021-24, Large-Scale Future Land Use Map Amendment for Mount Dora Groves

Mayor Stile stated that item number one and item number two in public hearings would be heard together.

Ms. Sutphen read Ordinance No. 2021-24, First reading Transmittal Hearing, Large-Scale Future Land Use Map Amendment for Mount Dora Groves by title only.

ORDINANCE NO. 2021-24

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE 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.

Ms. Sutphen read Resolution No. 2022-01, Preliminary PUD Master Plan for Mount Dora Groves by title only.

RESOLUTION NO. 2022-01

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THAT PRELIMINARY MASTER PLAN ENTITLED “MOUNT DORA GROVES”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PRELIMINARY PUD MASTER PLAN APPROVAL; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Cecelia Bonifay, Akerman Law Firm 420 South Orange Avenue, Orlando, stated she was there on behalf of the applicant, property owners and her client, Brochman LLC. Ms. Bonifay mentioned the three pending applications that are currently in the process of the City. Ms. Bonifay stated that her clients wanted her to express on the record the reasons why they would be withdrawing all three pending applications. Ms. Bonifay continued by saying the discussion over the last hour is truly indicative of the reasons why her client can not move forward in the City of Mount Dora with a fair and equitable, unbiased hearing and for the reasons they will be withdrawing.

Ms. Sutphen stated it has been advertised as a public hearing but there is no need for public comment as the items have been withdrawn completely, so no action is required by the council.

2. Request adoption of Resolution No. 2022-01, Preliminary PUD Master Plan for Mount Dora Groves
3. Request approval of First Reading of Ordinance No. 2022-01, PUD Master Plan 2nd Amendment for Donnelly Woods

Ms. Sutphen read Ordinance No. 2022-01, PUD Master Plan 2nd Amendment for Donnelly Woods by title only.

ORDINANCE NO: 2022-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE SECOND AMENDMENT TO THE MASTER PLAN FOR THE DONNELLY WOODS PLANNED UNIT DEVELOPMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO ORDINANCE NO.: 2020-02, DONNELLY WOODS PLANNED UNIT DEVELOPMENT MASTER PLAN TERMS AND CONDITIONS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Guenther voiced a voting conflict and will file with the City Clerk form 8b.

Vince Sandersfeld, Planning and Zoning Director, gave the history of the agenda item to the council.

Ms. Sutphen asked for any Ex-Parte communications.

Councilmember Walker stated he spoke with Jay Oglesby, Liberty Senior Living, related to the basics of the project.

Councilmember Cataldo also stated he spoke with Mr. Oglesby in regards to the basics of the project.

Mayor Stile stated she as well meet with Mr. Oglesby to discuss the basics of the project.

No other Ex-Parte communications were voiced.

Tim Green, Green Consulting Group, spoke about a letter received from Mr. Robert Vason, who inquired about the traffic and the density of the project. Mr. Green stated that the new Donnelly Street egress and ingress was suggested by staff to help alleviate some of the traffic that would have gone to Limit and Donnelly. Mr. Green then spoke about the density of the project.

Jay Oglesby, Liberty Senior Living, spoke about library healthcare companies and independent healthcare.

Mayor Stile opened public hearing.

Laurie Tillet, 101 North Grandview Street, stated she likes the idea of another 55 and up rental. Ms. Tillet's only concern was about the parking spaces.

Lynn Tacher, 8031 St James Way, inquired about the ingress entrance.

Mike Materson, 7887 Crosswinds Way, spoke about the second exit and urged council to also think about speaking with the owner of Lakes of Mount Dora to have a second exit.

Josh Hemingway, 1177 East 5th Avenue, inquired about the PUD process and how an amendment could be made to a PUD.

Mr. Sanderfeld stated the code does allow amendments to PUD.

Mayor Stile closed public hearing

Councilmember Bryant inquired about the traffic impact analysis for which Mr. Sanderfelds

stated that would be forthcoming.

Discussion ensued about access points, turning lanes, the possibility of turning the woodland area of the project into a public park, and sidewalks within the project.

MOTION BY COUNCILMEMBER WALKER TO APPROVE FIRST READING OF ORDINANCE NO. 2022-01, PUD MASTER PLAN 2ND AMENDMENT FOR DONNELLY WOODS; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

4. Request approval of First Reading of Ordinance No. 2022-02, PUD Master Plan Amendment for Villages of Loch Leven

Ms. Sutphen read Ordinance No. 2022-02, PUD Master Plan Amendment for Villages of Loch Leven by title only.

ORDINANCE NO: 2022-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER PLAN FOR VILLAGES OF LOCH LEVEN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO THE VILLAGES OF LOCH LEVEN PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; 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.

Ms. Sandersfeld presented the council with an overview of the agenda item.

Alision McGillis ,Poulos & Bennett, LLC, on behalf of the applicant, stated the changes that they are proposing.

Discussion took place about right away with DOT, traffic light signals, and future land use in the area.

Mayor Stile opened public hearing.

No one spoke

Mayor Stile closed public hearing

Ms. Sutphen asked for any Ex-parte communications.

No Ex-parte communications were voiced.

MOTION BY VICE-MAYOR CRAIL TO APPROVE FIRST READING OF ORDINANCE NO. 2022-02, PUD MASTER PLAN AMENDMENT FOR VILLAGES OF LOCH LEVEN; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

5. Final reading and adoption of Ordinance No. 2022-03, Building Height Moratorium

****ORDINANCE NO. 2022-03 WAS HEARD AS ORIGINALLY PLACED ON THE AGENDA AS ITEM NUMBER FIVE.***

Ms. Sutphen read Ordinance No. 2022-03 Building Height Moratorium by title only.

ORDINANCE NO: 2022-03

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE IMPLEMENTATION OF A MORATORIUM ON THE PROCESSING OF ANY PETITION, APPLICATION OR REQUEST FOR DEVELOPMENT ORDER, VARIANCE, PLANNED UNIT DEVELOPMENT OR LAND DEVELOPMENT CODE AMENDMENT WHICH PROPOSES TO ALLOW FOR A CHANGE IN THE BUILDING OR OTHER STRUCTURE HEIGHT LIMITATION OF 35 FEET IN ALL ZONING DISTRICTS IN THE HISTORIC PRESERVATION DISTRICT OF THE CITY OF MOUNT DORA AND OF 25 FEET WITHIN 100 FEET OF LAKE DORA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE 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.

Ms. Sutphen mentioned that in the fourth WHEREAS Clause the September 21, 2021 date was not filled in which was the date of the approval of Building Height Committee Resolution 2021-115.

Ms. Sutphen stated there has been no changes from the first reading.

Mayor Stile opened public hearing.

No one spoke

Mayor Stile closed public hearing.

Discussion took place on the reasoning behind the moratorium and the length of the moratorium.

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE FINAL READING AND ADOPTION OF ORDINANCE NO. 2022-03, BUILDING HEIGHT MORATORIUM; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

6. Request adoption of Resolution 2022-08, Amending Building Height Advisory Committee

Ms. Sutphen spoke on the building height advisory committee and gave background to council in regards to the motion made by the building height committee at their last meeting.

Ms. Sutphen then read into the record the motions that were made by both council and the committee. The motions were as followed:

On December 7th, 2021, City Council meeting - MOTION BY COUNCILMEMBER GUENTHER TO ADVISE STAFF TO PROVIDE LANGUAGE FOR AN ORDINANCE TO PROVIDE THE BUILDING HEIGHT ADVISORY COMMITTEE IN ORDER TO

PUT SOMETHING TOGETHER TO BE PLACED ON THE 2022 GENERAL ELECTION BALLOT FOR A CHARTER AMENDMENT; SECONDED BY COUNCILMEMBER BRYANT. MOTION APPROVED BY ROLL CALL VOTE (4-3).

Ms. Sutphen provided the building height advisory committee with the motion and direction from council and the committee at the January 6, 2022 building height advisory committee, after much discussion, made the following motion:

MOTION BY COMMITTEE MEMBER TURNER THAT THIS COMMITTEE IS OPPOSED TO THE REQUIREMENT TO ONLY PURSUE A CHARTER AMENDMENT AND IF THAT IS THE SOLE OPTION OF THIS COMMITTEE, IT IS OUR RECOMMENDATION THAT THE THE COMMITTEE BE DISSOLVED AND THE CITY COUNCIL PREPARE ANY CHARTER AMENDMENT. COMMITTEE MEMBER TUCKER SECONDED THE MOTION. MOTION APPROVED BY ROLL CALL VOTE (11-2)

Ms. Sutphen stated that if council does want to consider the option of having the committee come back with other recommendations, the Resolution that is before council is simply striking a few words in section three which currently reads "This provision shall not in anyway operate to prohibit the City from processing and considering a complete application for a zoning change or other development order which involves building height". The reason why this language is being struck out is because of the Building Height Moratorium Ordinance that is on the agenda tonight as well.

Ms. Sutphen asked council to make a decision with respect to what the building height committee brought to council. If council decides to provide the committee with the option to come forward with what the committee views is best, Ms. Sutphen would ask council to make a motion to resend the December 7th motion, and then make a motion to adopt Resolution 2022-08, Amending Building Height Advisory Committee.

Ms. Sutphen also voiced that if that is the direction council decided to take, Resolution 2022-08 should be heard after Ordinance No. 2022-03.

Discussion ensued on the desire of the building height advisory committee, the focus of the committee, the possibility of disbanding the committee, and the reasons the committee was formed.

Mayor Stile opened public input.

Josh Hemingway, 1177 East 5th Avenue, mentioned the board had stated they had no direction and the council presented the board with direction.

Rozann Abato, 541 East 1st Avenue, spoke about the petition and letting the building height committee continue with their task.

Suzzane Check, 308 North Tremain Street, spoke about the petition and the need to have it

placed on the ballot.

Chuck Wyre, 8253 Bridgeport Bay Circle, stated you have a committee and that committee are the individuals who signed the petition and it should be placed on the ballot for a vote.

Mike Materson, 7887 Crosswinds Way, mentioned he believes the building height committee stated they need direction.

Mayor Stile closed public input

MOTION BY COUNCILMEMBER ROLFSON TO RESEND THE MOTION OF COUNCIL AT THE DECEMBER 7, 2021, CITY COUNCIL MEETING TO DIRECT STAFF TO DRAFT LANGUAGE FOR AN ORDINANCE TO PROVIDE THE BUILDING HEIGHT ADVISORY COMMITTEE IN ORDER TO PUT SOMETHING TOGETHER TO BE PLACED ON THE 2022 GENERAL ELECTION BALLOT FOR A CHARTER AMENDMENT; SECONDED BY COUNCILMEMBER GUENTHER. MOTION APPROVED BY ROLL CALL VOTE.

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

Ms. Sutphen suggested hearing Ordinance No 2022-03 first and then hearing Resolution No 2022-08.

MOTION BY COUNCILMEMBER ROLFSON TO AMENDED THE AGENDA ORDER IN REGARDS TO THE CITY ATTORNEY'S RECOMMENDATION; SECONDED BY COUNCILMEMEBER GUENTHER. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

****RESOLUTION NO 2022-08 WAS HEARD AS ORGINALLY PLACED ON THE AGENDA AS ITEM NUMBER SIX.***

Ms. Sutphen read Resolution 2022-08, Amending Building Height Advisory Committee by title only.

RESOLUTION NO. 2022-08

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING CITY OF MOUNT DORA RESOLUTION 2021-115; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO SECTION 3; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;

**PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
PROVIDING AN EFFECTIVE DATE.**

Ms. Sutphen provided the council with an overview of the item.

Mayor Stile opened public input

No one spoke

Mayor Stile closed public input

MOTION BY COUNCILMEMBER WALKER TO APPROVE RESOLUTION 2022-08, AMENDING BUILDING HEIGHT ADVISORY COMMITTEE; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

1. Lobbyist Update

Mr. Comiskey spoke on the lobbyist group and mentioned the group being absorbed into a larger group and an amendment to the current agreement would be coming before council to accept the change.

2. City Manager's Report

Mr. Comiskey spoke about having a work session to prioritize what council would like to set their strategic goals, as on February 14, 2022 at 10:30 A.M.

CITY ATTORNEY'S REPORT

Ms. Sutphen mentioned a new claim filed against the City.

COMMUNICATIONS AND REPORTS

1. Council Member Nate Walker

Gave thanks to the police department for the events of the past weekend.

2. Council Member Doug Bryant

No report

3. Council Member John Cataldo

Spoke on the crosswalk flags that are placed in the crosswalks around the City and inquired about posting directions on them on how to use them.

4. Council Member Austin Guenther

Gave thanks to the Public Works Department and also inquired about the Northeast, looking at potential sites for the recreation building.

5. Council Member Cal Rolfson

Spoke about the Martin Luther King Junior walk and mentioned how wonderful the event was and also mentioned the upcoming luncheon on Friday.

6. Vice-Mayor Marc Crail

No report

7. Mayor Crissy Stile

Mentioned that if the seven councilmembers could have conversations and disagree on topics and do so with respect, she would hope the public could do the same. Mayor Stile also spoke about the Unity Walk and how fantastic the event was.

FUTURE MEETING DATES

1. February 1, 2022, 6:00 PM, Regular Session
2. February 15, 2022, 6:00 PM, Regular Session
3. March 1, 2022, 6:00 PM, Regular Session
4. March 15, 2022, 6:00 PM, Regular Session

ADJOURNMENT

COUNCILMEMBER ROLFSON MOTIONED TO ADJOURNED;SECONDED BY COUNCILMEMBER WALKER. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

THERE BEING NO FURTHER BUSINESS FOR DISCUSSION, THE MEETING ADJOURNED AT APPROXIMATELY 10:47 P.M.

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

LAST NAME—FIRST NAME—MIDDLE NAME Guenther, Austin, William Frederick	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Mount Dora City Council
MAILING ADDRESS 2223 Overlook Drive	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY Mount Dora	COUNTY
DATE ON WHICH VOTE OCCURRED January 18, 2022	NAME OF POLITICAL SUBDIVISION: District 3 MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

* * * * *

ELECTED OFFICERS:

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

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

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

* * * * *

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Austin Guenther, hereby disclose that on January 18, 2022 :

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

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

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

1) First Reading of Ordinance No. 2022-01 PUD Master Plan 2nd Amendment for Donnelly Woods

- I recused myself from these three items because the specific projects may have inured to the special gain or loss of my father.

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

January 28, 2022

Date Filed


Signature

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

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



**February 1, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

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

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

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

ROLL CALL

Members Present

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

Also Present

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

PRESENTATIONS

1. Wastewater Treatment Plant #1 Rehab Project Update

Joe Grusauskas, Public Works & Utilities Director, introduced Scott Breitensteing with CPH Engineer and Erik Anderson with Warton Smith, who provided the Council with a presentation regarding the Wastewater Treatment Plant #1 Rehab Project. The presentation provided a project status update, project goal, utilizing existing facility components, benefits of the biological nutrient removal (BNR) process, proposed site improvement plan, project cost evaluation, challenges to the budget, and the guaranteed maximum price (GMP) process.

2. Proclamation recognizing Arbor Day 2022

Mayor Stile read the proclamation recognizing Arbor Day 2022 into the record.

3. Proclamation recognizing the 100th Anniversary of Boy Scout Troop 19

Mayor Stile read the proclamation recognizing the 100th Anniversary of Boy Scout Troop 19 into the record and presented Boy Scout Troop 19 with the proclamation.

PUBLIC COMMENTS

Mayor Stile opened public comment

Josh Hemingway, 1177 East 5th Avenue, spoke about the fire station bond.

APPROVAL OF AGENDA

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

BOARD APPOINTMENTS

1. Advisory Board Appointments

Councilmember Bryant nominated Kelly Burns for the Public Arts Commission.

MOTION BY COUNCILMEMBER BRYANT TO APPOINT KELLY BURNS TO THE PUBLIC ARTS COMMISSION; SECONDED BY COUNCILMEMBER ROLFSON. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request approval of DRMP Task Authorization for Liberty Avenue Drainage Improvement Project Design Services
2. Request approval of Master Customer Agreement and Addendum to Master Customer Agreement with Motorola Solutions, Inc., and authorization to purchase Body Worn and In-Vehicle Camera Systems
3. Request approval of Task Authorization/Guaranteed Maximum Price (GMP) for Overlook Baffle Box Project (Faden Builders)
4. Request approval of Assignment between Peebles, Smith & Matthews, Inc., and Gray Robinson, P.A.
5. Request approval of Cross-Access Easement between the City of Mount Dora and RAH Acquisitions, Inc.

6. Request approval of submittal of a Wastewater Improvement Cost Share Grant with St. Johns River Water Management District
7. Request Approval of Meeting Minutes
 - December 7, 2021, Regular City Council Session Minutes
 - December 21, 2021 Regular City Council Session Minutes
 - December 21, 2021, Northeast CRA Governing Board Minutes
 - January 4, 2022 Regular City Council Session Minutes
 - January 4, 2022 Northeast CRA Governing Board Minutes

Councilmember Guenther requested that the City Clerk look at the minutes from January 4, 2022 and amend his vote on the item for Resolution NO. 2022-09 to reflect No, which is how he voted on the item.

Councilmember Rolfson asked for the correction to be made to the December 7, 2022 minutes under the City Attorney's report on the work in-paeled should be empaneled.

Councilmember Guenther mentioned that Josh Hemingway's name was also miss typed in that meeting.

MOTION BY COUNCILMEMBER GUENTHER TO APPROVE THE CONSENT AGNEDA WITH THE MENTIONED CORRECTIONS TO THE MINTUES; VICE-MAYOR CRAIL SECONDED. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

REGULAR AGENDA

ACTION ITEMS

1. Request approval of Task Authorization/Guaranteed Maximum Price (GMP) for WWTP#2 Odor Control Project (Wharton-Smith)

Mr. Grusauskas provided council with an overview of the agenda and brought up Erik Anderson with Whartion Smith.

Mr. Anderson went over the project's timeframe, which is projected to take twenty weeks.

Councilmember Guenther and Councilmember Rolfson gave thanks to the Public Works department for getting this project up and running.

MOTION BY COUNCILMEMBER GUENTHER TO APPROVE THE TASK AUTHORIZATION/GUARANTEED MAXIMUM PRICE (GMP) FOR WWTP#2 ODOR CONTROL PROJECT (WHARTON-SMITH); COUNCILMEMBER WALKER

SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Request approval of Final Reading Ordinance No. 2022-01, PUD Master Plan 2nd Amendment for Donnelly Woods

Sherry Sutphen, City Attorney, read Ordinance No. 2022-01, PUD Master Plan 2nd Amendment for Donnelly Woods by title only.

ORDINANCE NO: 2022-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER PLAN FOR DONNELLY WOODS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR SECOND AMENDMENT TO THE DONNELLY WOODS PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Councilmember Guenther recused himself from voting on this item and will file form 8b with the City Clerk.

Mayor Stile opened public input

Jay Smith, 1046 McDonald Street, inquired about the ingress and egress of the project and inquired about the bridge over Donnelly not being centered. To which, Vince Sanderfeld, Planning and Zoning Director, answered the bridge has no impact on the Donnelly wood project, and about the ingress and egress that would be being looked at further at a later time.

Discussion ensued on the access points to the project.

Mayor Stile closed

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE FINAL READING ORDINANCE NO. 2022-01, PUD MASTER PLAN 2ND AMENDMENT FOR DONNELLY WOODS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Rolfson Councilmember Walker Councilmember Bryant Councilmember Cataldo Vice-Mayor Crail Mayor Stile
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NO	None
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2. Request approval of Final Reading Ordinance No. 2022-02, PUD Master Plan Amendment for Villages of Loch Leven

Ms. Sutphen read Ordinance No. 2022-02, PUD Master Plan Amendment for Villages of Loch Leven by title only.

ORDINANCE NO: 2022-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE MASTER PLAN FOR VILLAGES OF LOCH LEVEN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO THE VILLAGES OF LOCH LEVEN PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; 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.

Mayor Stile opened public input

No one spoke

Mayor Stile closed public input

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE FINAL READING ORDINANCE NO. 2022-02, PUD MASTER PLAN AMENDMENT FOR VILLAGES OF LOCH LEVEN; COUNCILMEMBER GUENTHER SECONDED THE

MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

CITY MANAGER

1. City Manager's Report

Patrick Comiskey, City Manager, provided an update to the Council with an emergency repair that took place on the 4th Avenue docks that were damaged during current weather that the City experienced. City Manager Comiskey spoke about the upcoming work session for Council that is scheduled for February 14, 2022 at 10:30 A.M.

2. Lobbyist Update

CITY ATTORNEY'S REPORT

Ms. Sutphen stated that at the last meeting an item had been added to the agenda in regards to the removal of James Homich from the Planning and Zoning Board. A motion was made to task the City Attorney to investigate the allegations against Mr. Homich further. Ms. Sutphen mentioned that since the last meeting she had received a phone call from an attorney who had made a request to receive the audio clip of Mr. Homich speaking at the community meeting which the City Clerk provided. Ms. Sutphen also made note that she was informed that there was a current FDLE investigation on Mr. Homich being conducted.

Ms. Sutphen stated that at this time, for the reasons mentioned, she would respectfully request that we go no further with the removal or further investigation of James Homich.

Discussion ensued about postponing this matter.

MOTION BY COUNCILMEMBER ROLFSON TO DEFER THE MOTION OF THE LAST COUNCIL MEETING IN REGARDS TO HAVING THE CITY ATTORNEY ELEVATE IF THERE HAD BEEN ANY VIOLATIONS MADE BY MR. HOMICH UNTIL PENDING INVESGATIONS ARE CONCLUED AND THE CITY ATTORNEY KEEP COUNCIL INFORMED ON THE PROCESS; COUNCILMEMBER BRYANT SECONDED THE MOTION.

Discussion took place on a date certain to have the City Attorney update council.

Councilmember Rolfson agreed to amend his motion to add the date of March 31st, 2022.

MOTION BY COUNCILMEMBER ROLFSON TO DEFER THE MOTION OF THE LAST COUNCIL MEETING IN REGARDS TO HAVING THE CITY ATTORNEY ELEVAUTE IF THERE HAD BEEN ANY VIOLATIONS MADE BY MR. HOMICH UNTIL PENDING INVESGATIONS ARE CONCLUDED AND THE CITY ATTORNEY INFORM COUNCIL ON THE PROCESS BY MARCH 31, 2022; COUNCILMEMBER BRYANT SECONDED THE MOTION. MOTION WAS APPROVED BY ROLL CALL VOTE.

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

Moving on with the City Attorney's report, Ms. Sutphen mentioned that a letter had been received from Mr. Vason in regards to the petition of building heights and due to agenda timelines this item would be placed onto the next council meeting's agenda of February 15, 2022.

COMMUNICATIONS AND REPORTS

1. Council Member Doug Bryant

Councilmember Bryant spoke about a pending bill in the legislation in regards to the water authority and mentioned the bill would sift the authority over to the County Commissioners.

Provided thanks for having the agenda being posted a day earlier.

2. Council Member John Cataldo

Councilmember Cataldo gave thanks to Mr. Grusauskas and his staff in regards to hanging tree limbs.

3. Council Member Austin Guenther

No report

4. Council Member Cal Rolfson

Councilmember Rolfson spoke on various bills at the legislative level.

5. Council Member Nate Walker

Councilmember Walker reminded council that on February 12 there will be the African American History event.

6. Vice-Mayor Marc Crail

Vice-Mayor Crail provided the staff with thanks for all the work that has been done and stated he appreciates working with such a wonderful group.

7. Mayor Crissy Stile

Mayor Stile spoke about the habit for humanity program and stated it is a wonderful program and it's making our city more beautiful.

Mayor Stile reminded everyone that the upcoming weekend would be the Art Festival.

FUTURE MEETING DATES

1. February 14, 2022, 10:30 AM, Work Shop Session
2. February 15, 2022, 6:00 PM, Regular Session
3. March 1, 2022, 6:00 PM, Regular Session
4. March 15, 2022, 6:00 PM, Regular Session

ADJOURNMENT

MOTION BY COUNCILMEMBER ROFLSON TO ADJORN; SECONDED BY COUNCILMEMBER GUENTHER. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

The meeting adjourned at approximately 7:30 P.M.

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



February 1, 2022

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called the Northeast CRA Governing Board Meeting to order at 7:37 in the Mount Dora Council Chambers.

PUBLIC COMMENTS

Chairperon Stile opened public input

No one spoke

Chairperson Stile closed public input

CONSENT AGENDA

ACTION ITEMS

DISCUSSION ITEMS

1. Request adoption of Resolution 2022-11 Northeast CRA, FY 2021-2022 Budgeting of Additional Revenue

Patrick Comiskey, City Manager, asked the board to consider tabling this item in till the next meeting.

MOTION BY BOARDMEMBER ROLFSON TO TABLE THE ITEM TILL THE NEXT MEETING; BOARDMEMBER GUENTHER SECONDED THE MOTION. MOTION PASSED BY UNANIMOUS VOICE VOTE.

OTHER BUSINESS

ADJOURNMENT

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

THE MEETING ADJOURNED AT APPROXIMATELY 7:39 P.M.

DRAFT

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



February 1, 2022

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called the Regular Session of CRA Governing Board to order at 7:39 P.M. in the Mount Dora Council Chambers.

PUBLIC COMMENTS

Chairperson Stile opened public input

No one spoke

Chairperson Stile closed public input

CONSENT AGENDA

ACTION ITEMS

1. Request Adoption Resolution 2022-10 CRA, FY 2021-2022 Budgeting of Additional Revenue CRA

Sherry Sutphen, City Attorney, read Resolution No. 2022-10, CRA, FY 2021-2022 Budgeting of Additional Revenue CRA by title only.

RESOLUTION NO 2022-10

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA AMENDING THE FISCAL YEAR 2021-2022 BUDGET; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

John McKinney, Finance Director, provided the council with an overview of the agenda item.

Discussion took place about the meaning of Tif.

MOTION BY BOARDMEMBER ROLFSON TO APPROVE RESOLUTION 2022-10

DRAFT

***CRA, FY 2021-2022 BUDGETING OF ADDITIONAL REVENUE CRA;
BOARDMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED
BY A ROLL CALL VOTE.***

YES Boardmember Rolfson
Boardmember Guenther
Boardmember Walker
Boardmember Bryant
Boardmember Catldo
Vice-Chair Crail
Chairperson Stile

NO None

DISCUSSION ITEMS

OTHER BUSINESS

ADJOURNMENT

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

THE MEETING ADJOURNED AT APPROXIMATELY 7:49 P.M.



CITY OF MOUNT DORA

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

DATE: February 15, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Boundary Line Agreement between the Mount Dora Center for the Arts, Inc., and the City of Mount Dora and authorization for the Mayor to execute the Agreement.

Introduction:

This request is for City Council to approve a Boundary Line Agreement with Mount Dora Center for the Arts, Inc.

Discussion:

The Mount Dora Center for the Arts, Inc., is in the process of selling its property on 5th Avenue and the attorney representing the Center approached the City regarding a boundary discrepancy between the Center property and the City's right-of-way. Missing survey markers and variations in historical plat descriptions throughout the City is the cause of such a discrepancy. The legal descriptions have been reviewed and verified by City staff and this Agreement once recorded will adequately address any discrepancies and correct any potential title issues impacting the sale of the Center property.

Budget Impact:

N/A

Strategic Impact:

Recommendation Approval of the Boundary Line Agreement with the Mount Dora Center for the Arts, Inc.

Attachment(s):

1. Boundary Line Agreement. SGS.

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 2/11/2022
Approved - 2/11/2022
Final Approval - 2/11/2022

This instrument prepared by/Return to:
Clayton H. Blanchard, Jr., P.A.
35 E. Pinehurst Blvd.
Eustis, Florida 32726

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made this _____ day of February 2022, by and between **Mount Dora Center for the Arts, Inc., a Florida non-profit corporation**, whose address is 138 E. 5th Ave., Mt. Dora, Florida 32757 (hereinafter "MDCA"), and **City of Mount Dora, a Florida Municipal Corporation**, whose address is 510 N. Baker Street, Mt. Dora, Florida 32757 (hereinafter "The City").

WHEREAS, MDCA is the owner of the property described in Exhibit "A" attached hereto.

WHEREAS, The City is the owner of the property described in Exhibit "B" attached hereto.

WHEREAS, a question has arisen as to the true boundary line between the property of MDCA along its east boundary and the property of The City along its west boundary.

WHEREAS, the Parties desire to eliminate any doubt or question as to the true boundary line between their respective parcels and to establish the true location of the boundary line separating their respective parcels.

NOW, THEREFORE, WITNESSETH: For and in consideration of the sum of Ten and No Hundredth Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged and in further consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

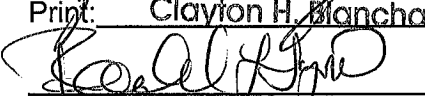
1. The true and correct location of the east line of the property owned by MDCA and the west line of the adjacent property owned by The City, all as described above, is hereby established along the line described in Exhibit "C" attached hereto.
2. The above and foregoing described line is shown as the boundary line by agreement on the boundary survey prepared by Freeland-Clinkscales & Associates, Inc. of NC, dated October 25, 2021, a copy of which is attached hereto as Exhibit "D".
3. MDCA hereby remises, releases and quit-claims unto The City, its successors and assigns, all of the right, title, interest, claim and demand which MDCA has in and to any portion of the real property described in Exhibits "A" and "B" lying east of the above-described line.
4. The City hereby remises, releases and quit-claims unto MDCA, its successors and assigns, all of the right, title, interest, claim and demand which The City has in and to any portion of the real property described in Exhibits "A" and "B" lying west of the above-described line.

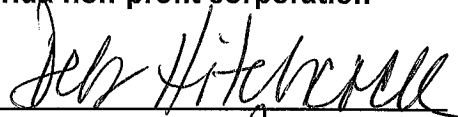
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first written above.

Signed, Sealed, and Delivered in the presence of:

"MDCA":

**Mount Dora Center for the Arts, Inc.
a Florida non-profit corporation**


Print: Clayton H. Blanchard, Jr.

Print: Rachel L. Symons

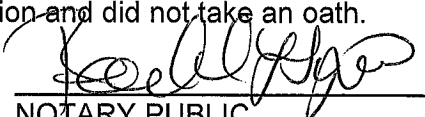
By: 
Deb Hitchcock as President
By: 
Christopher Huff as Secretary

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this February 8th, 2022, by **Deb Hitchcock as President of Mount Dora Center for the Arts, Inc., a Florida non-profit corporation**, who () is personally known to me or () produced a driver's license as identification and did not take an oath.



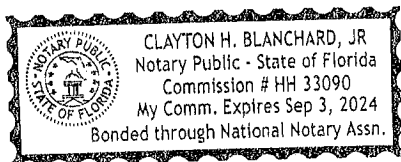
RACHEL L. SYMONS
Commission # HH 177083
Expires October 9, 2025
Bonded Thru Budget Notary Services

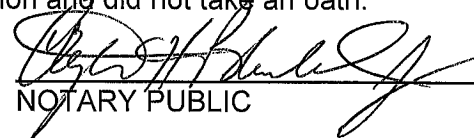


NOTARY PUBLIC
Rachel L. Symons
(Please Print)
My Commission Expires:

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this February 8, 2022, by **Christopher Huff as Secretary of Mount Dora Center for the Arts, Inc., a Florida non-profit corporation**, who () is personally known to me or (X) produced a driver's license as identification and did not take an oath.





NOTARY PUBLIC
Clayton H. Blanchard, Jr.
(Please Print)
My Commission Expires:

"The City":

**City of Mount Dora
a Florida Municipal Corporation**

By: _____
Crissy Stile, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM AND LEGALITY
AS TO CITY OF MOUNT DORA.

Jessica Burnham
City Clerk

Sherry G. Sutphen
City Attorney

Exhibit "A"

The West 1/2 of Lots 1, 2, 3 and 4, Block 2, in Section 31, Township 19 South, Range 27 East, Mount Dora, according to the plat thereof as recorded in Plat Book 3, Page 37, Public Records of Lake County, Florida.

Exhibit "B"

The East 1/2 of Lots 1, 2, 3 and 4, Block 2, in Section 31, Township 19 South, Range 27 East, Mount Dora, according to the plat thereof as recorded in Plat Book 3, Page 37, Public Records of Lake County, Florida.

Exhibit "C"

Commence at the Northwest corner of Lot 1 in Block 2 in Section 31, Township 19 South, Range 27 East, according to the Official Plat of Mount Dora, recorded in Plat Book 3, Pages 37 through 43, Public Records of Lake County, Florida; thence run S 89°58'25" E along the North line of said Lot 1 a distance of 67.00 feet to the Point of Beginning of a new boundary line ; thence run S 00°01'54" W, 132.00 feet to a point on the South line of Lot 4 of said Block 2, Official Map of Mount Dora, said point being the terminus of new boundary line.

ORIGINAL DESCRIPTION

The West 1/2 of Lots 1, 2, 3 and 4 of Block 2 in Section 31, Township 19 South, Range 27 East, according to the Official Plat of Mount Dora, recorded in Plat Book 3, Pages 37 through 43, Public Records of Lake County, Florida.

NEW DESCRIPTION

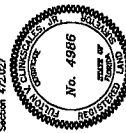
Begin at the Northwest corner of Lot 1 in Block 2 in Section 31, Township 19 South, Range 27 East, according to the Official Plat of Mount Dora, recorded in Plat Book 3, Pages 37 through 43, Public Records of Lake County, Florida; thence run S 89°58'25" E along the North line of said Lot 1 a distance of 67.00 feet; thence run S 00°01'54" W, 132.00 feet to a point on the South line of Lot 4 of said Block 2, Official Map of Mount Dora; thence run N 89°58'25" W along the South line of said Lot 4 for a distance of 67.00 feet to the Southwest corner of said Lot 4, said point being on the Easterly line of a 16 foot alley; thence run N 00°01'54" E along the Easterly line of said alley for a distance of 132.00 feet to the Point of Beginning.

SURVEYOR'S NOTES

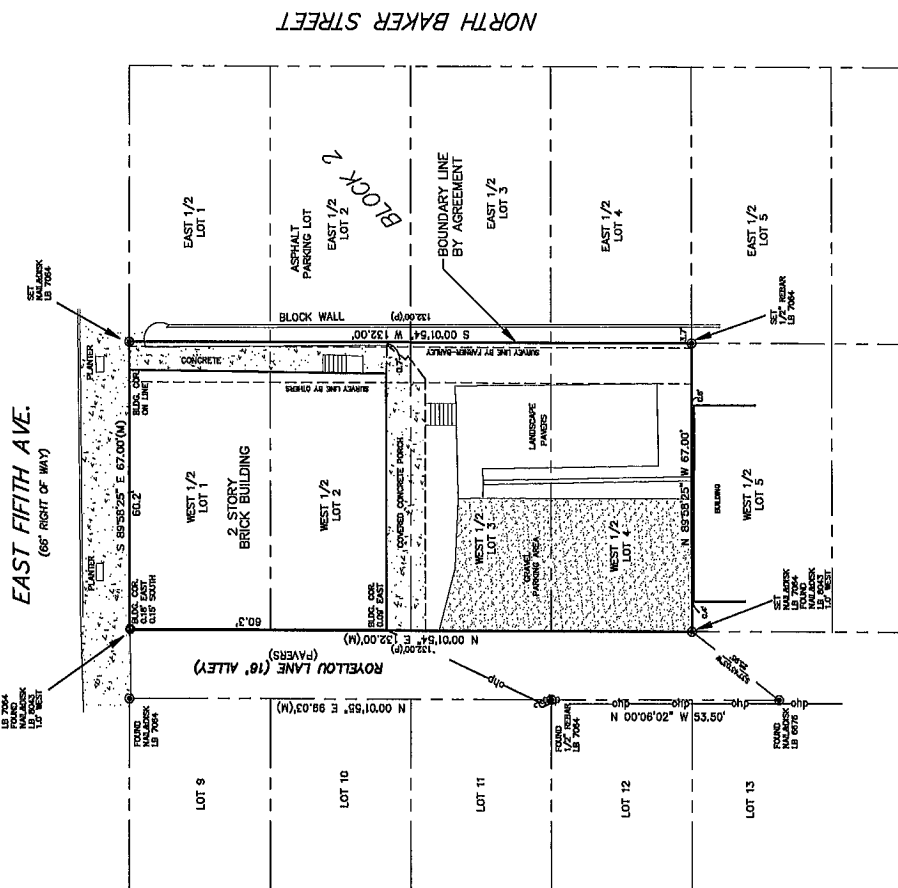
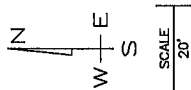
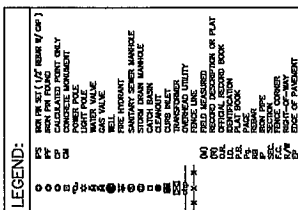
- 1) Bearings based on Florida grid East zone (Langeemann Network).
- 2) Subject to easements and restrictions of Record.
- 3) All of the above conditioned property lies within F.I.R.M. Zone "X" according to F.I.R.M. Report No. 12059C-0357 E, dated December 18, 2012.
- 4) This Survey is based on the Description provided, Plat information, Found Monumentation and other data acquired by this firm.
- 5) Foundations, Underground Structures, and Underground Improvements, if any, not located by this firm.
- 6) Fences were located ONLY where dimensioned and may not run straight; ownership of any fence, if any, unknown.

I hereby certify that this survey was made under my responsible charge and meets the minimum technical standards as set forth by the Board of Professional Land Surveyors in Chapter 61G17-6 Florida Administrative Code. Pursuant to Section 472.027

D.V. Wintbush
Fulton V. Cinkocades, Jr., Surveyor #4285



**Plat of Boundary Survey for
Mt. Dora Center for the Arts
130 East Fifth Avenue, Mt. Dora**



NO.	REVISIONS	Date	REV. BY / REV. / REV.	REV. DATE
1	XXXXXX XXXXXX			

FREELAND - CLINKS CALES & ASSOCIATES, INC. of NC		REF. PLAT BOOK	3/97
Engineers & Land Surveyors		REF. GR. BOOK	1434/1588
HENDERSONVILLE, N.C. 28732		ALT. KEY#	1465273
(628) 697-6533		PLATTY CHIEF	SCL
freelandsouth.com		DRAWN	SCL
908 E. ALFRED ST. ZIMMER, FL 32778		DATE	OCT. 25, 2017
(352) 583-6053 (FAX)		DWG. NO.	F41157



CITY OF MOUNT DORA

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

DATE: February 15, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request adoption of Resolution No. 2022-14, Key to the City Policy

Introduction:

This is a request for City Council to approve Resolution No. 2022-14, Key to the City Policy provided by the City Manager.

Discussion:

From time to time, City Council will be presented various administrative policies that have been developed or updated, for review and approval. City Council is being asked to approved the Key to the City Policy through the approval of Resolution No. 2022-14. Currently, there does not exist a policy for presentation of a Key to the City. Under the policy before you, a key to the city may be presented to:

- A Mount Dora resident with significant accomplishments in military service
- A Mount Dora resident reaching the age of 100 years
- A person who performed an act of heroism while in the City limits
- A Mount Dora resident who performed an act of heroism
- A dignitary or celebrity visiting the City

Additionally, requests may be made for presentation in recognition of unique circumstances, which would be considered by City Council during its next regularly scheduled meeting.

Budget Impact:

Not applicable.

Strategic Impact:

Recognizing notable residents and visitors serves to enhance and promote those attributes that make Mount Dora someplace special.

Recommendation City Council adopt Resolution No. 2022-14, establishing a policy for issuing keys to the city.

Attachment(s):

1. Key to the City Resolution and Policy.SGS

Prepared by: Merry Lovern , Executive Assistant

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

Approved - 2/9/2022

Approved - 2/10/2022

Final Approval - 2/10/2022

RESOLUTION NO. 2022-14

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO KEY TO THE CITY POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF THE POLICY; PROVIDING THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora adopts and maintains various administrative policies, rules and procedures; and

WHEREAS, from time to time, it is necessary for the City to amend, revise, and/or restate certain of its policies in order to better express the vision of the City and provide for the recognition of certain groups of individuals; and

WHEREAS, the City has determined that it is in its best interest to adopt a Key to the City Policy.

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

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

SECTION 2. Adoption of the Policy. The City of Mount Dora hereby adopts the Key to the City Policy attached hereto as “**Exhibit A**”.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to policies, rules, and procedures and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 15th day of February, 2022.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jessica Burnham, City Clerk

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

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Key to the City Policy

City of Mount Dora

Key to the City Policy

Responsible Dept.: Legislative/City Clerk	Approved: _____ Patrick C. Comiskey, City Manager
Mayor Approval: _____ (Signature)	Date: _____

Purpose: To establish a policy for the City of Mount Dora for awarding and presenting the Key to the City.

Scope: This policy shall apply to the Mayor, City Council, City Manager, City Clerk, and City Staff regarding the award and presentation of the Key to the City.

Policy:

Key to the City is one of the City's highest honors, a symbolic gesture of welcoming and appreciation to a recipient. The Key to the City is intended to honor:

- A Mount Dora resident with significant accomplishments in military service
- A Mount Dora resident reaching the age of 100 years
- A person who performed an act of heroism while in the City limits
- A Mount Dora resident who performed an act of heroism
- A dignitary or celebrity visiting the City

The Mayor may present a Key to the City for the reasons set forth above without further authorization from the City Council.

The Mayor reserves the right to modify or deny a Key to the City request for the reasons set

Requests for a Key to be presented in recognition of unique circumstances other than those listed above, and deemed appropriate by the City Manager, will be considered by the City Council on a case-by-case basis at a City Council meeting.

A listing of all issued Keys to the City will be placed on the City's website

Who can make a request?

- Requests must be submitted to the City Clerk's Office by a City of Mount Dora resident

How should a request for Key to the City be made?

- All requests must be made in writing.
- Requests should be made at least ten (10) business days in advance of the date the Key to the City is needed for those reasons set forth hereinabove.
- Requests for reasons other than those set forth above should be made at least thirty (30) days in advance of the date the Key to the City is needed so that City Council deadlines can be met.

All questions may be directed to the City Clerk's Office at Mount Dora City Hall, 510 North Baker Street, Mount Dora, FL 32757



CITY OF MOUNT DORA

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

DATE: February 15, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request adoption of Resolution 2022-12 Selection of Location for the Resource and Recreation Center

Introduction:

This is a discussion to determine the location for staff to move for planning and design of the Resource and Recreation Center.

Discussion:

The Northeast CRA Committee at several public meetings and workshops have unanimously recommended the development of a resource and recreation center on the eastern side of the former "Public Works Site" located at Lincoln Avenue and Highland Street. The Northeast CRA Redevelopment Plan update completed in 2019 outlined Economic Development Goals, and "Goal #1: Establish a multi-purpose Community/Recreation Center in the Northeast CRA" was adopted in the plan. The Plan goes on to describe a Resource and Recreation Center as follows: To address the need for a community/recreation center in the Northeast CRA. The community center should provide a gathering place for residents of all ages to partake in recreational activities. The Resource and Recreation Center should include a computer lab, a commercial kitchen, indoor recreation courts, and space for educational classes. Since the adoption of the plan, the scope for the building has become even more defined in public meetings and workshops to include flex-office spaces for resource providers, meeting space, a conference room, child watch area for parents seeking assistance, and locker rooms for the indoor basketball courts.

The Northeast CRA Advisory Committee discussed the Resource and Recreation Center at least 19 times between 2018 – 2022. Please see dates below:

- Aug 14, 2018
- Oct 9, 2018
- Nov 13, 2018
- April 9, 2019

- May 14, 2019
- June 11, 2019
- Jan 14, 2020
- Sept 8, 2020
- Oct 13, 2020
- Dec 8, 2020
- Jan 12, 2021
- Feb 9, 2021
- Mar 9, 2021
- June 8, 2021
- July 13, 2021
- Aug 10, 2021
- Aug 19, 2021 (Northeast CRA & PRAB Joint Meeting)
- Dec 14, 2021
- Jan 11, 2022

The consensus of these meetings is to move forward with a resource and recreation center on the east end of the "Old Public Works Site" at Lincoln Avenue and Highland Street.

The next step for this project to move forward would be approval of this resolution selecting the site for the Resource and Recreation Center. This will allow staff to complete the Request for Qualifications (RFQ) for Design and Engineering for this project. This contract will be a 2-phase contract. Phase One will cover 60% construction drawing, which will allow the architect and engineer to calculate a Not to Exceed (NTE) budget for the project. The NTE will be required for grant applications and fund-raising for the project. The 60% drawing will also provide the renderings for the building that will be required for grant applications and fund-raising efforts.

Budget Impact:

There has been \$472,064 budgeted as part of the FY 2021-2022 Northeast CRA CIP budget for design and engineering for the project.

Strategic Impact:

Goal 2.3 Infrastructure

Recommendation Approve Resolution 2022-12 for the selection of the location for the Resource and Recreation Center.

Attachment(s):

1. Attachment 1 PRAB-Northeast CRA Joint Meeting 08-19-21 -PDF
2. Attachment 2 PRAB-Northeast CRA Joint Meeting Minutes 08-19-21 -SIGNED
3. Resolution 2022-12 Site Selection Recourse Rec Center.SGS

Prepared by: Adam Sumner, CRA Administrator

Reviewed by:	Vince Sandersfeld, Planning and Development Director	Approved - 2/9/2022
	Sherry Sutphen , City Attorney	Approved - 2/9/2022
	John McKinney, Finance Director	Approved - 2/9/2022
	Nicole Wisniewski, Deputy City Clerk	Approved - 2/10/2022
	Jessica Burnham, City Clerk	Approved - 2/10/2022
	Patrick Comiskey, City Manager	Final Approval - 2/10/2022

ATTACHMENT "1"

Lincoln Community Park



**CITY OF
MOUNT
DORA**

**PRAB & Northeast CRA Meeting
August 19, 2021**

**COMMUNITY
SOLUTIONS
GROUP**

WA
architects

Introduction



Frank Bellomo, PLA
Vice President, Director of
Landscape Architecture

Kristin Caborn, CPRE, FCP
Director of Parks System
Planning



Jason Jensen, AIA LEED AP
President & CEO



PRAB & Northeast CRA Meeting
August 19, 2021

Master Plan Process



TASK 1: KICK OFF AND SITE VISIT



TASK 2: INITIAL PLANNING

PROGRAM VERIFICATION
CONCEPT DEVELOPMENT



TASK 3: COMMUNITY INPUT

NORTHEAST CRA AND PARKS AND
RECREATION ADVISORY BOARD
PUBLIC OPEN HOUSE



TASK 4: FINAL PLAN

FINAL SITE AND BUILDING
CONCEPTUAL PLAN

Existing Conditions



Building Planning: Resource Center & Recreation Center



CITY OF
MOUNT
DORA

PRAB & Northeast CRA Meeting
August 19, 2021

COMMUNITY
SOLUTIONS
GROUP

WA
architects

Resource Center



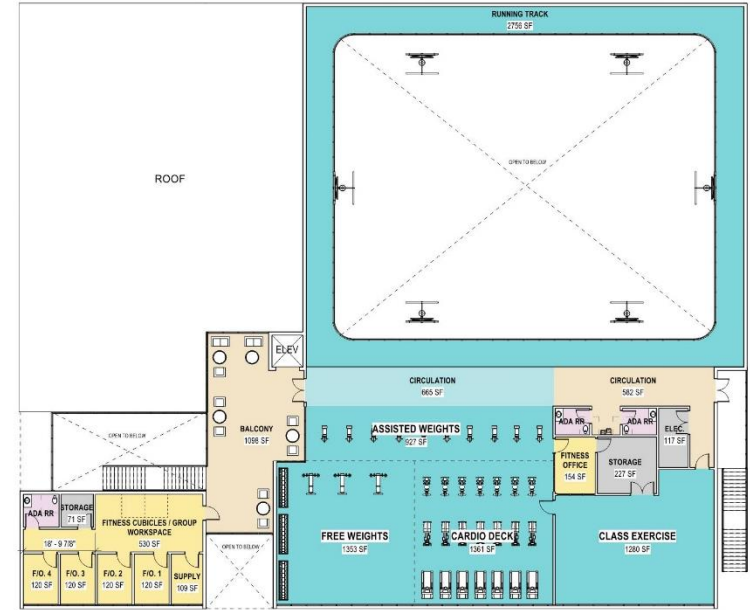
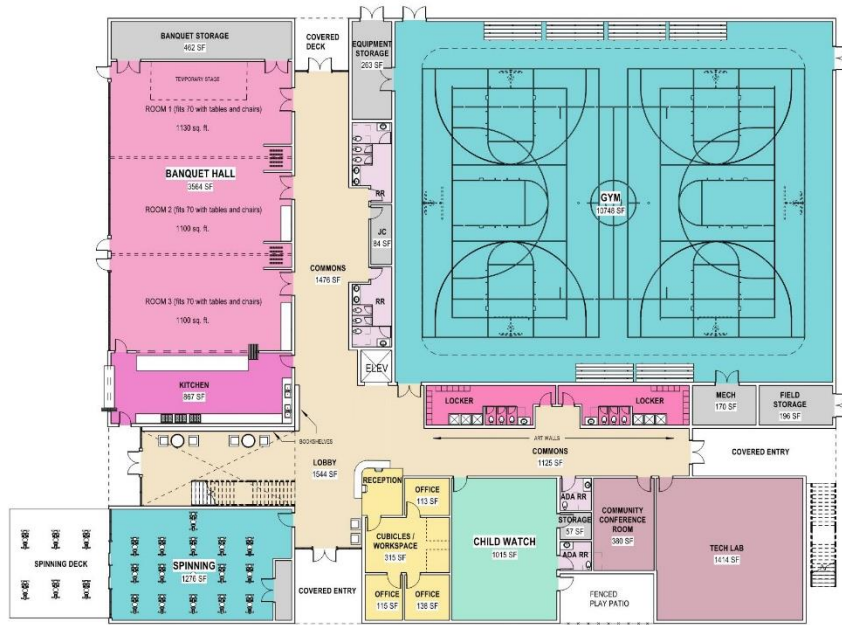
1 OPTION 1- SINGLE STORY RESOURCE CENTER
1/16" = 1'-0"

GRAND TOTAL AREA:
26,100 SQ. FT.



PRAB & Northeast CRA Meeting
August 19, 2021

Recreation Center



1 OPTION 2- REC CENTER- LEVEL 1
1/16" = 1'-0"

LEVEL 1 AREA:
29,100 SQ. FT.

Department Legend

BATHROOM	FITNESS	MULTIPURPOSE	SERVICE/STORAGE
BUSINESS/OFFICE	KITCHEN	PUBLIC	
CHILD WATCH	LOCKER	RESOURCES	

2 LEVEL 2
1/16" = 1'-0"

LEVEL 2 AREA:
12,400 SQ. FT.

GRAND TOTAL AREA:
41,500 SQ. FT.

Resource Center

Pros:

- Efficiency
 - Reception is placed off the commons lobby with all viewpoints of entry and circulation
 - Since this is a one-story facility, you do not need additional staff to maintain
 - It is easier to oversee a single level
- Revenue
 - The banquet hall can be used for rentals; the park site offers a more desirable location for parties/event
 - If placed on the park site, the kitchen can double as a concession for exterior program (pool, ball fields)
- Cost
 - it is cheaper to build a single-story building than a two story building

Cons

- Sustainability
 - This program might not be enough to sustain future needs. It isn't sustainable to add additional construction to the building later
 - It is much cheaper and more convenient to construct one building with all the programs than to add an addition to existing building
- Revenue
 - you miss the economic gain from the additional fitness program that the recreation center offers (gym memberships, group exercise classes, spinning)

Rec Center

Pros:

- Efficiency
 - Reception is placed off the commons lobby with all viewpoints of entry and circulation
- Revenue
 - The banquet hall can be used for rentals; the park site offers a more desirable location for parties/event
 - If placed on the park site, the kitchen can double as a concession for exterior program (pool, ball fields)
 - The concession can benefit from the population using the fitness program upstairs, through the direct exterior access
 - This center allows for the additional fitness program to be accessed through gym memberships, or paid group exercise classes. More fitness program = more economic possibilities
- Community
 - This center covers all age groups. In addition to the after school-care for children, this center can serve young adults, adults, and the elderly through the fitness program.
- Sustainability
 - This program offers more activities for the community. It covers all the bases, there is no need for further construction in the future.
 - Much cheaper and more convenient to construct one building with all the programs
 - The group exercise classes can also serve additional program in the future (doesn't need to be only a fitness room). The spaces are flexible.

Cons:

- Cost
 - More expensive to build a two-story building
- Efficiency
 - Will need additional staff to oversee the top floor

Public Works Site



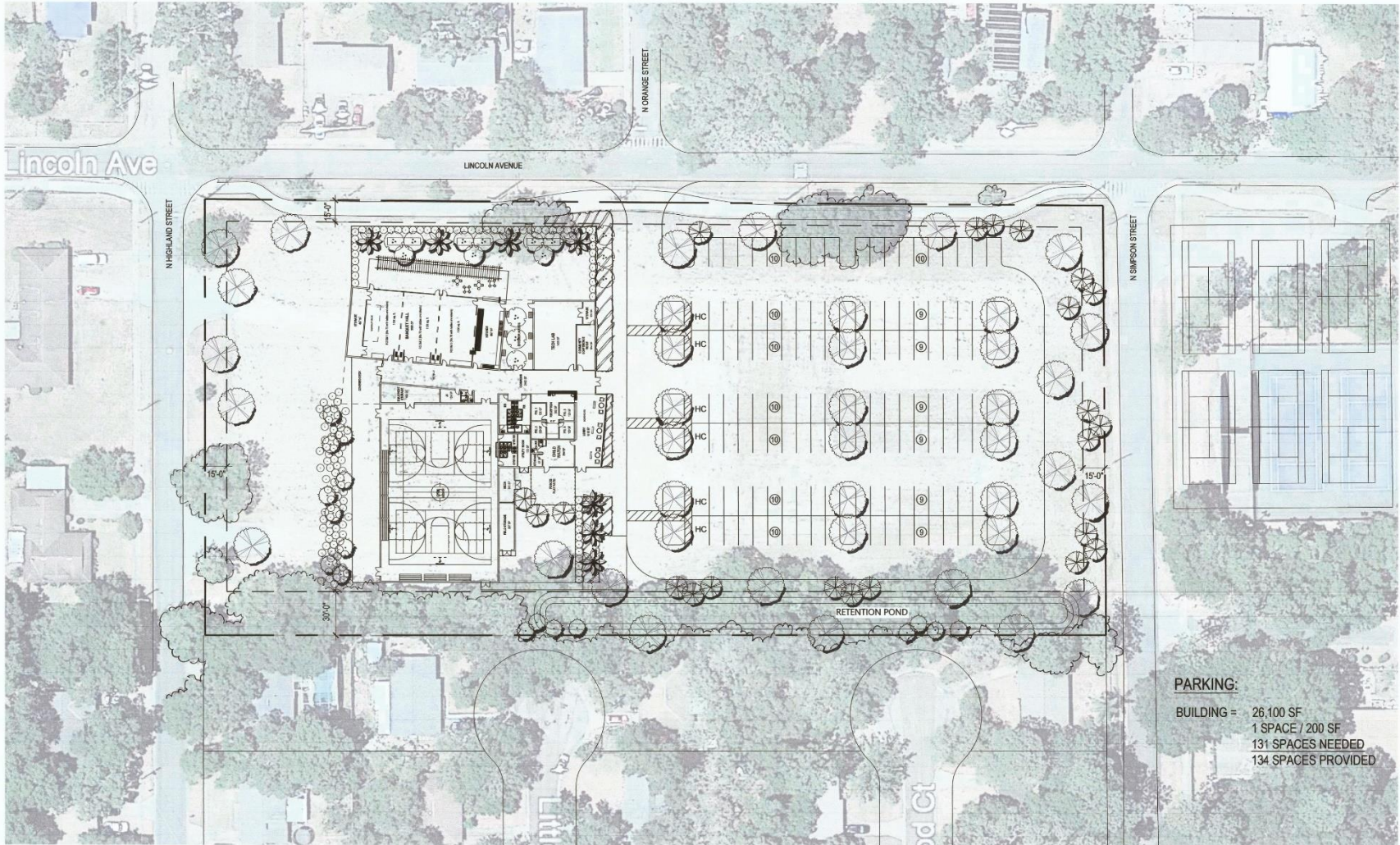
CITY OF
MOUNT
DORA

PRAB & Northeast CRA Meeting
August 19, 2021

COMMUNITY
SOLUTIONS
GROUP

WA
architects

Resource Center



PARKING:

BUILDING = 41,500 SF
 1 SPACE / 200 SF
 208 SPACES NEEDED
 218 SPACES PROVIDED

BUILDING = 41,500 SF
1 SPACE / 200 SF
208 SPACES NEEDED
218 SPACES PROVIDED

Public Works Site

Pros

- Dedicated parking
- Northeast CRA voted on this site as preference

Cons

- Offers less recreational opportunity
 - Disconnect between this site and the aquatics/ball fields/middle school
 - Longer commute from the middle school for kids using the afterschool program; route is out of security view of the middle school and center
 - Less rentals and not as desirable for birthday parties without an adjacent pool
- No room to grow if the building or program were to expand, it is a tight-fit with parking
- Parking is limited (Recreation Center)
- No overflow parking for events
- Lacks adjacent green space for outdoor play and after school programs
- The site is directly adjacent to single family homes to the south, potential for sound and light disturbance

Lincoln Park Main Site



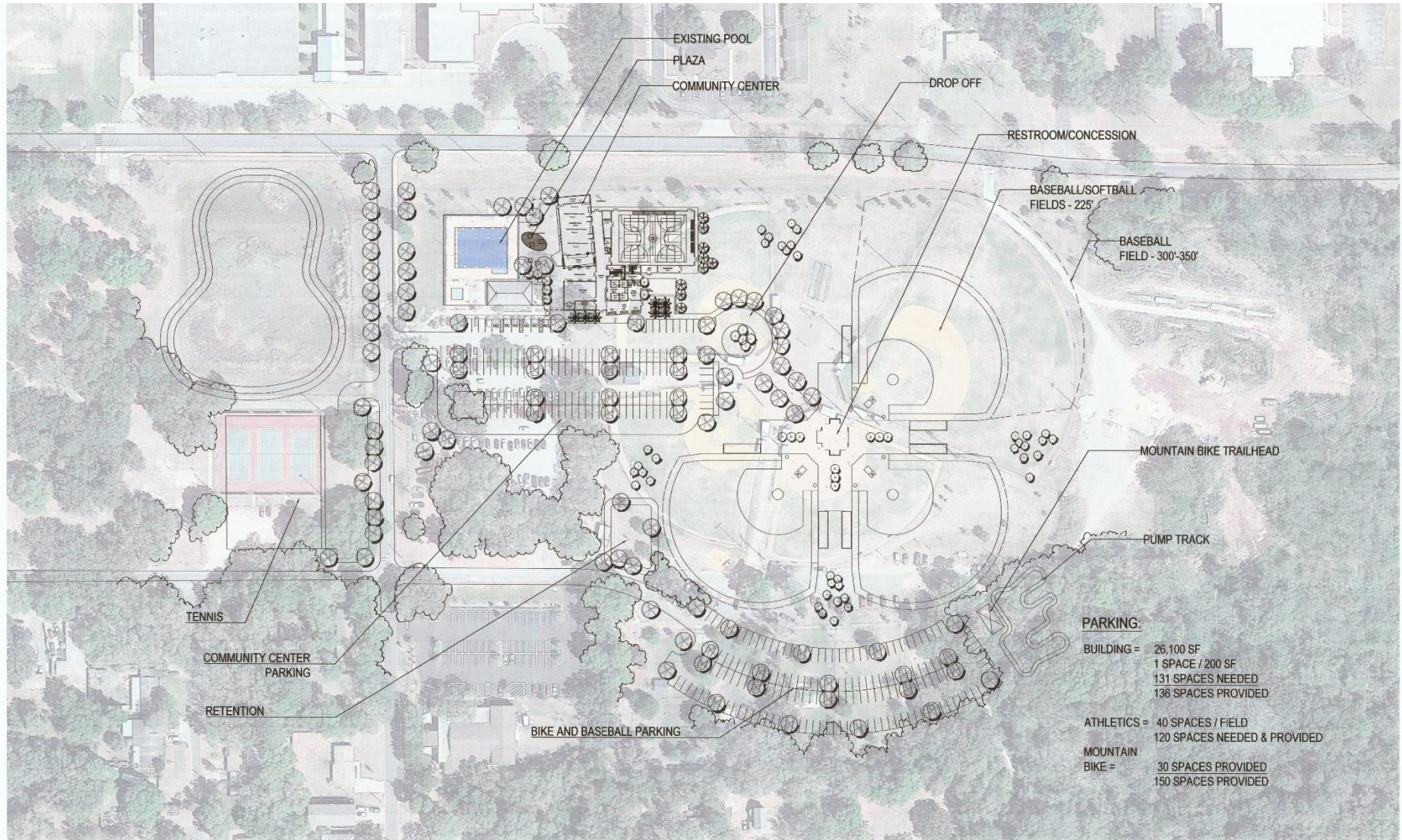
CITY OF
MOUNT
DORA

PRAB & Northeast CRA Meeting
August 19, 2021

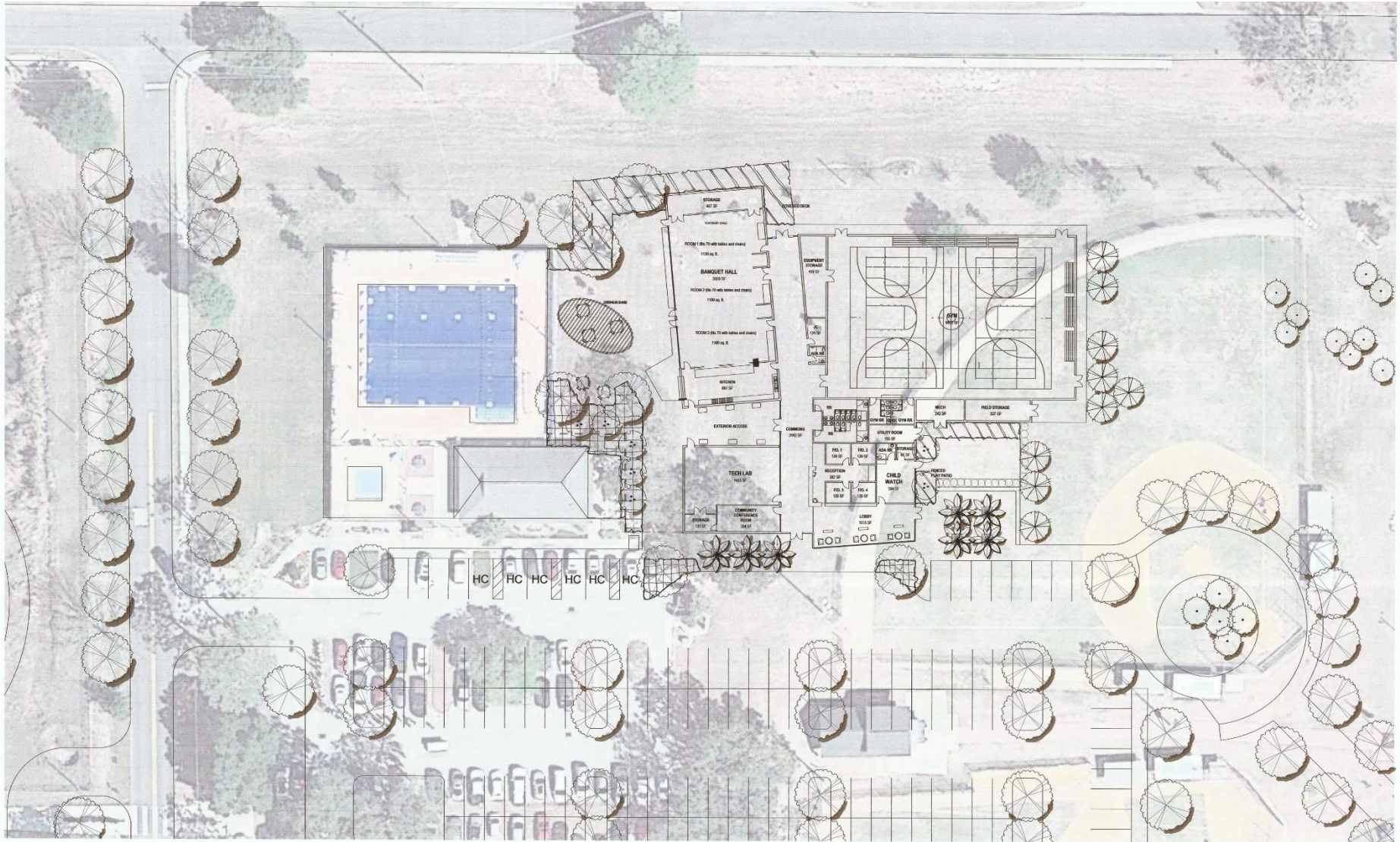
COMMUNITY
SOLUTIONS
GROUP

WA
architects

Resource Center



Resource Center



MOUNT DORA LINCOLN AVENUE COMMUNITY PARK

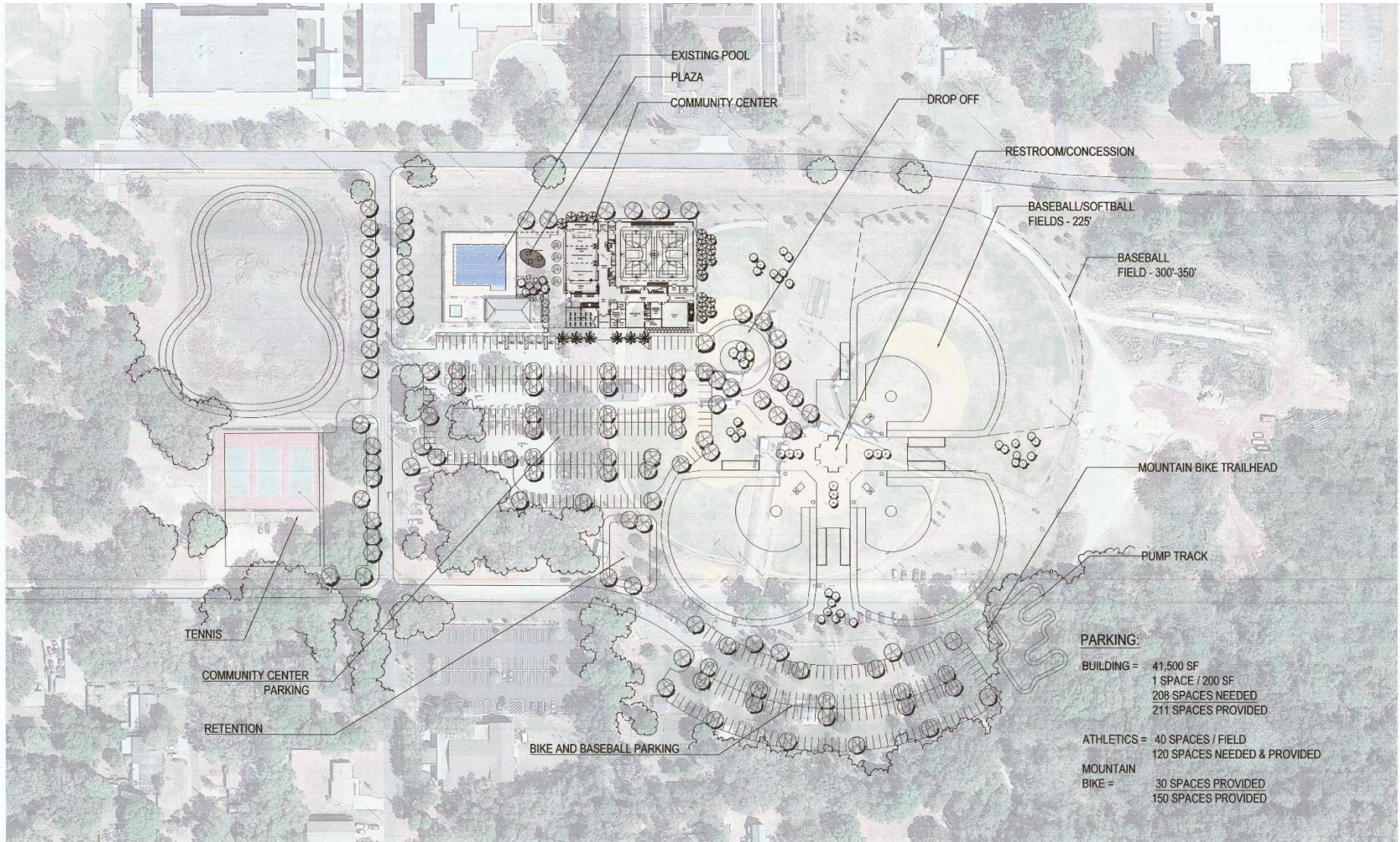


DRAWING NO.
DATE OF ISSUE
REVISION

06/16/2021

CONCEPT PLAN 4
RESOURCE CENTER ENLARGEMENT

Recreation Center



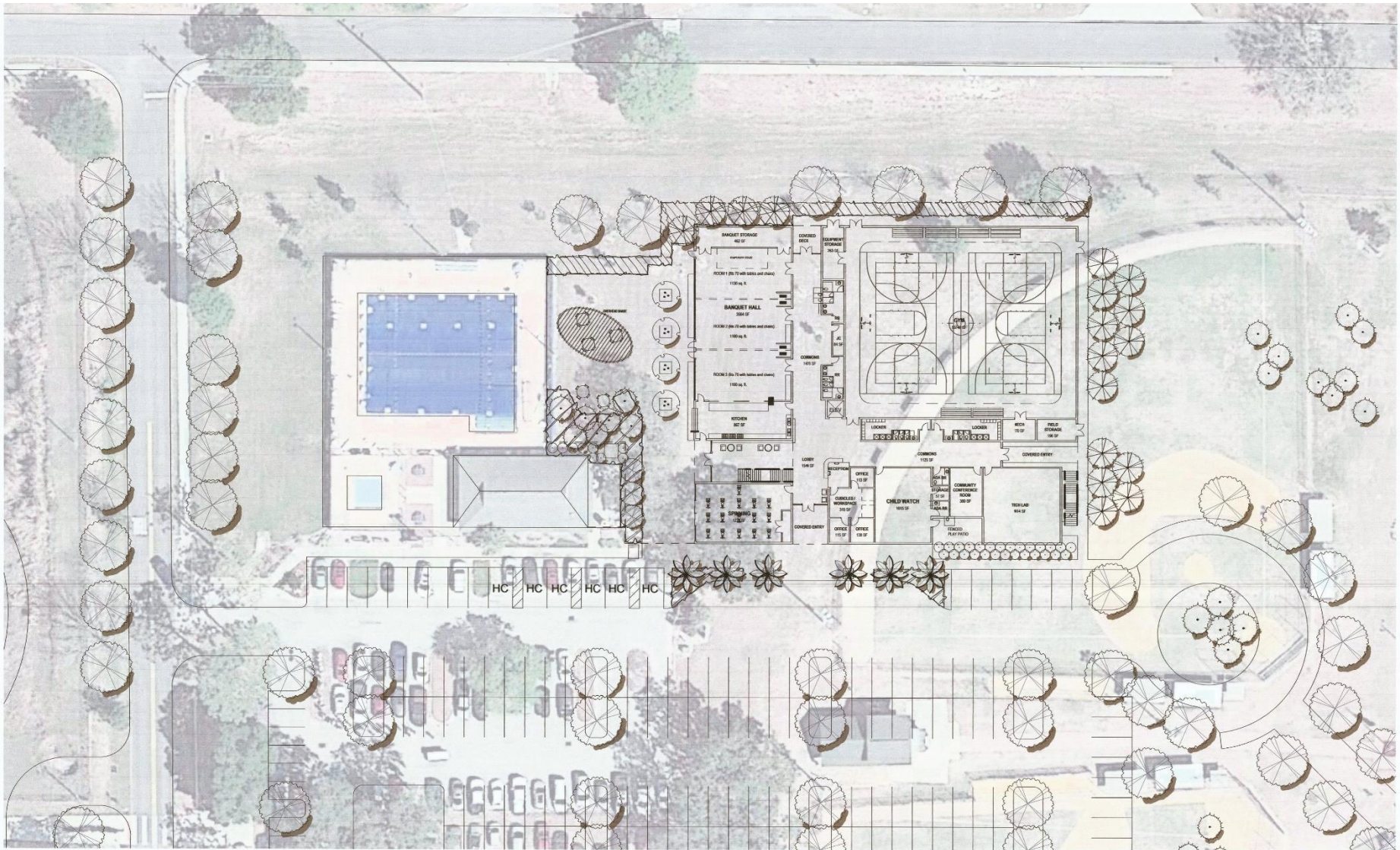
PARKING:

BUILDING = 41,500 SF
 1 SPACE / 200 SF
 208 SPACES NEEDED
 211 SPACES PROVIDED

ATHLETICS = 40 SPACES / FIELD
 120 SPACES NEEDED & PROVIDED

MOUNTAIN BIKE = 30 SPACES PROVIDED
 150 SPACES PROVIDED

Recreation Center



Lincoln Park Main Site

Pros

- Maximizes the opportunities to interact with existing recreational program
 - Highly rentable. The banquet center holds an advantage if it is placed directly off the pool, as it allows for a multitude of programmatic opportunities including banquet center rentals, birthday parties, EMS and lifeguard training that uses both the booth and an indoor space
 - Kitchen can be used to support events and doubles as a pool concession in this location, whereas on the PW site there is not enough surrounding activity for concession. Could be a revenue opportunity
 - The pool is an additional perk that attracts families for birthday rentals/gatherings
 - Proximity to the ball fields allows for this building to also serve that exterior program
- Staff can oversee both the entry into the pool and center
- Close connection with the middle school across the street, safer commute for kids
- Lots of open space to grow- plenty of parking availability for both options
- Intergenerational opportunities available with adjacent programs.
- Extensive room to grow and add future programs

Cons

- Not Previously an option for the Northeast CRA to review
- One block farther east
- Larger parking lot in one place
- Lose one ballfield to be replaced elsewhere

Lincoln Community Park



CITY OF
MOUNT
DORA

PRAB & Northeast CRA Meeting
August 19, 2021

COMMUNITY
SOLUTIONS
GROUP

WA
architects



GRAND TOTAL AREA:
26,100 SQ FT.

A-101

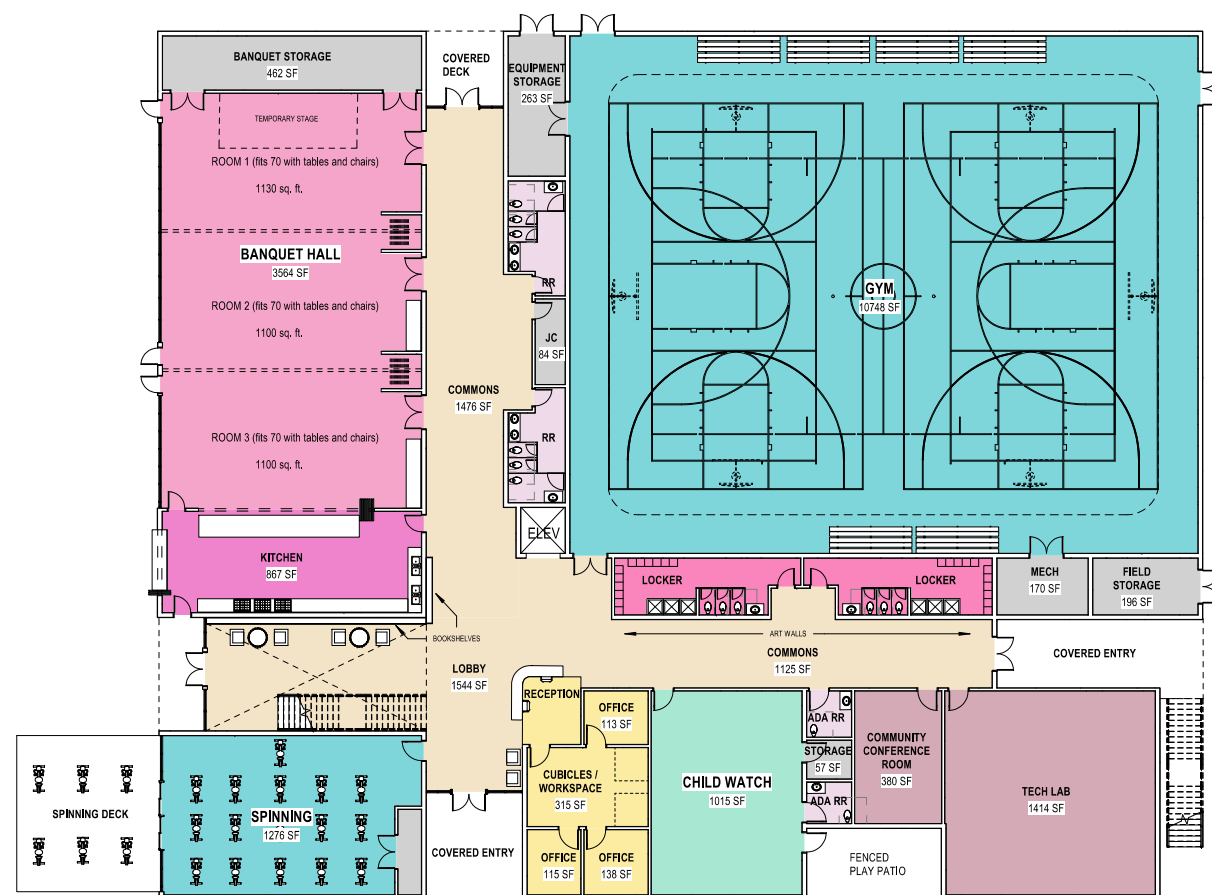
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1 OPTION 2- REC CENTER- LEVEL 1
1/16" = 1'-0"

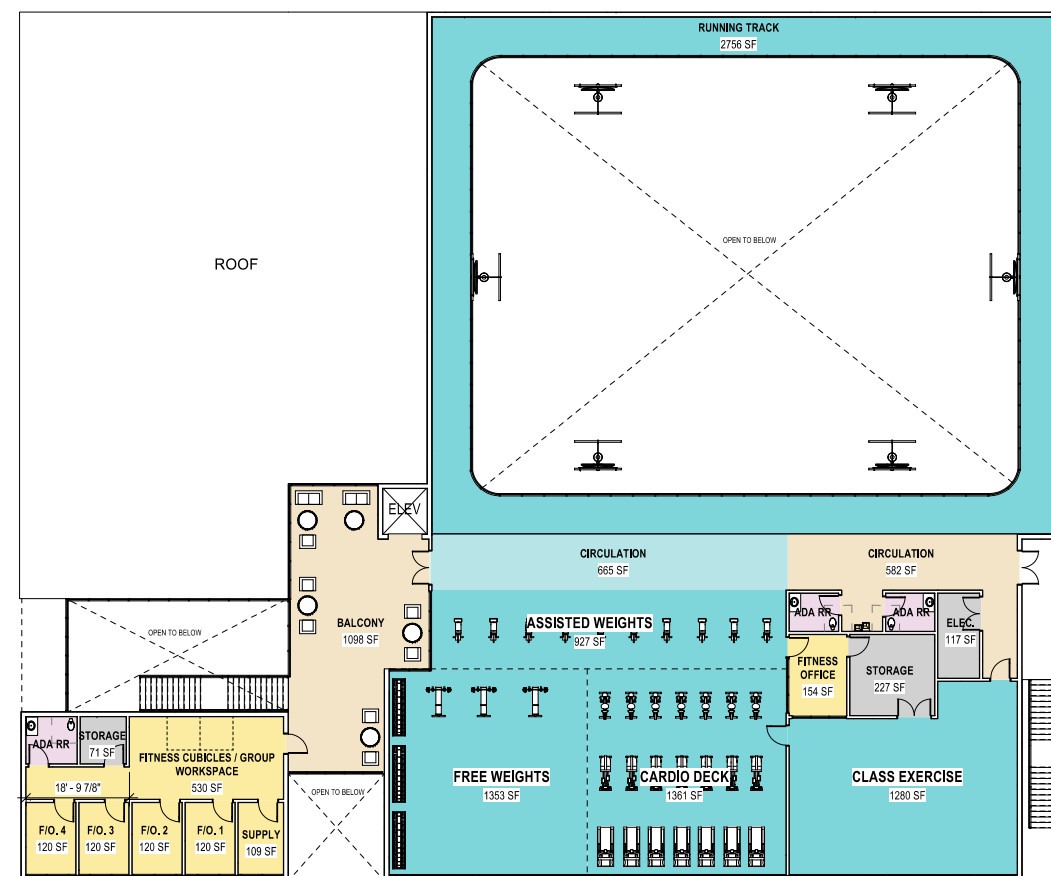
LEVEL 1 AREA:
29,100 SQ FT.

Department Legend

 BATHROOM
  FITNESS
  MULTIPURPOSE
  SERVICE/STORAGE

 BUSINESS/OFFICE
  KITCHEN
  PUBLIC

 CHILD WATCH
  LOCKER
  RESOURCES



2 LEVEL 2
1/16" = 1'-0"

LEVEL 2 AREA:
12,400 SQ FT.

GRAND TOTAL AREA:
41,500 SQ FT.

PRELIMINARY NOT FOR CONSTRUCTION

WJA REVIT TEMPLATE

CLIENT NAME
PROJECT ADDRESS

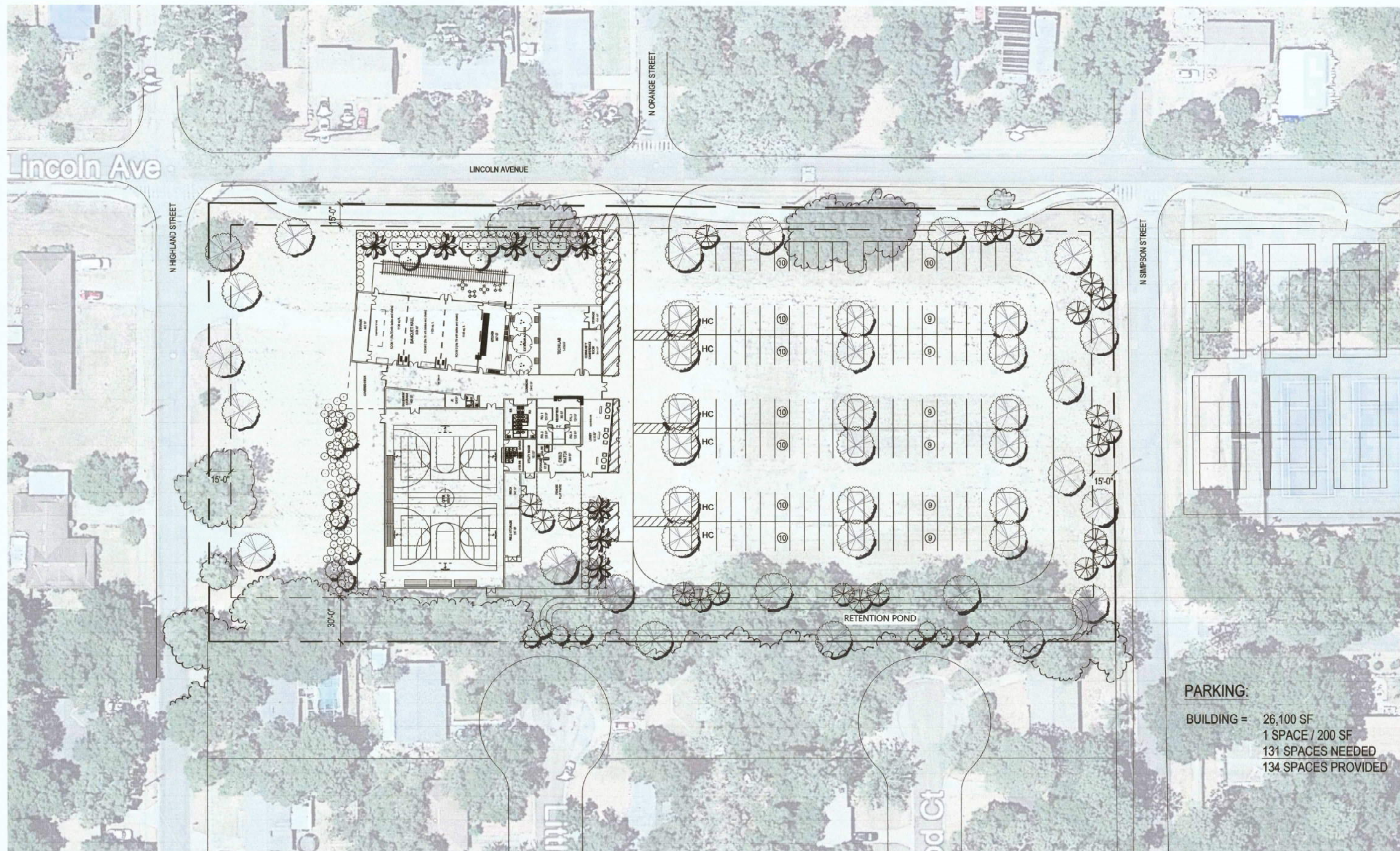
Project number	
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DISTRIBUTION	
MILESTONE	DATE
SCHEMATIC DESIGN	DATE

OPTION 2

A-103

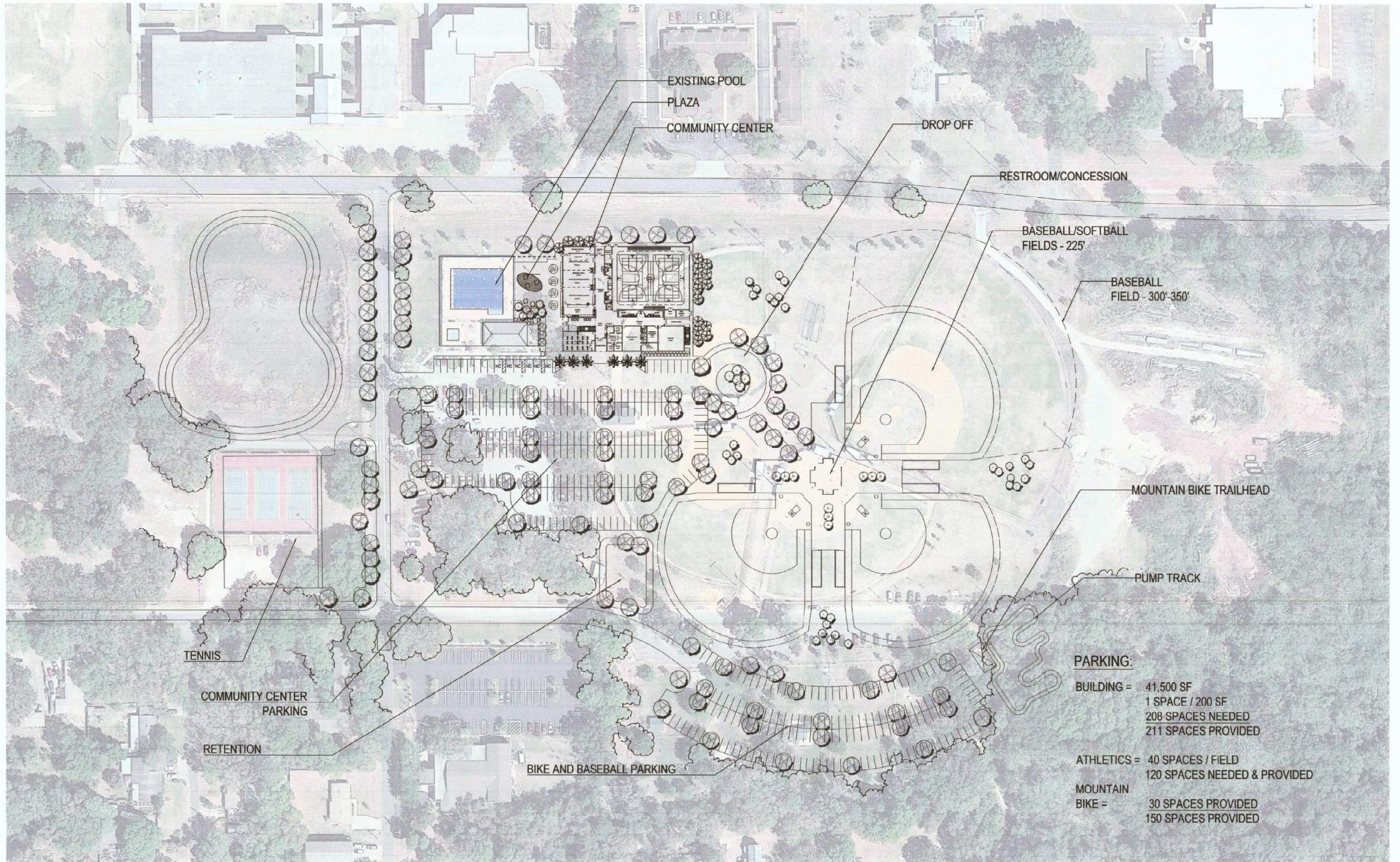
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PARKING:

BUILDING = 26,100 SF
 1 SPACE / 200 SF
 131 SPACES NEEDED
 134 SPACES PROVIDED

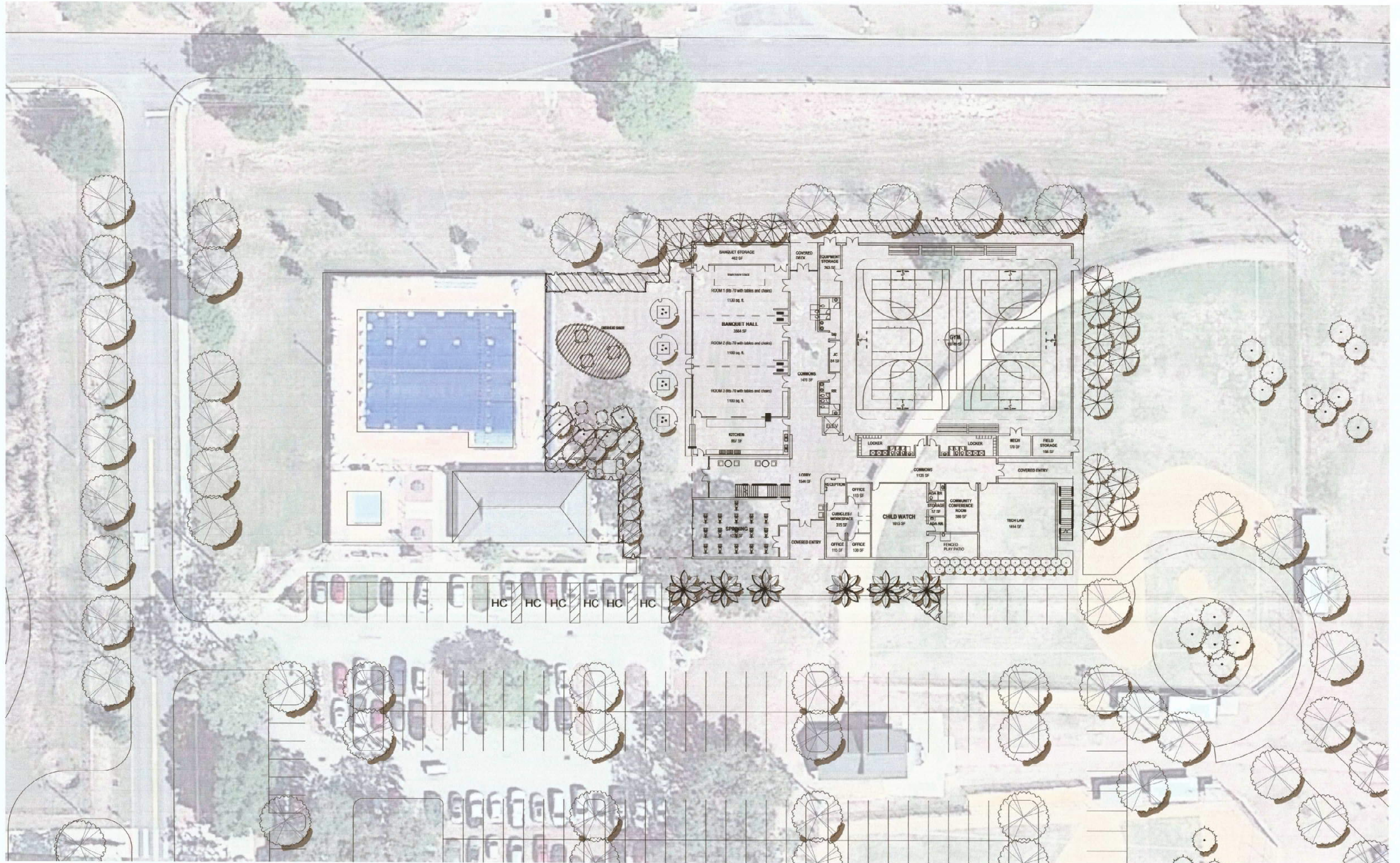


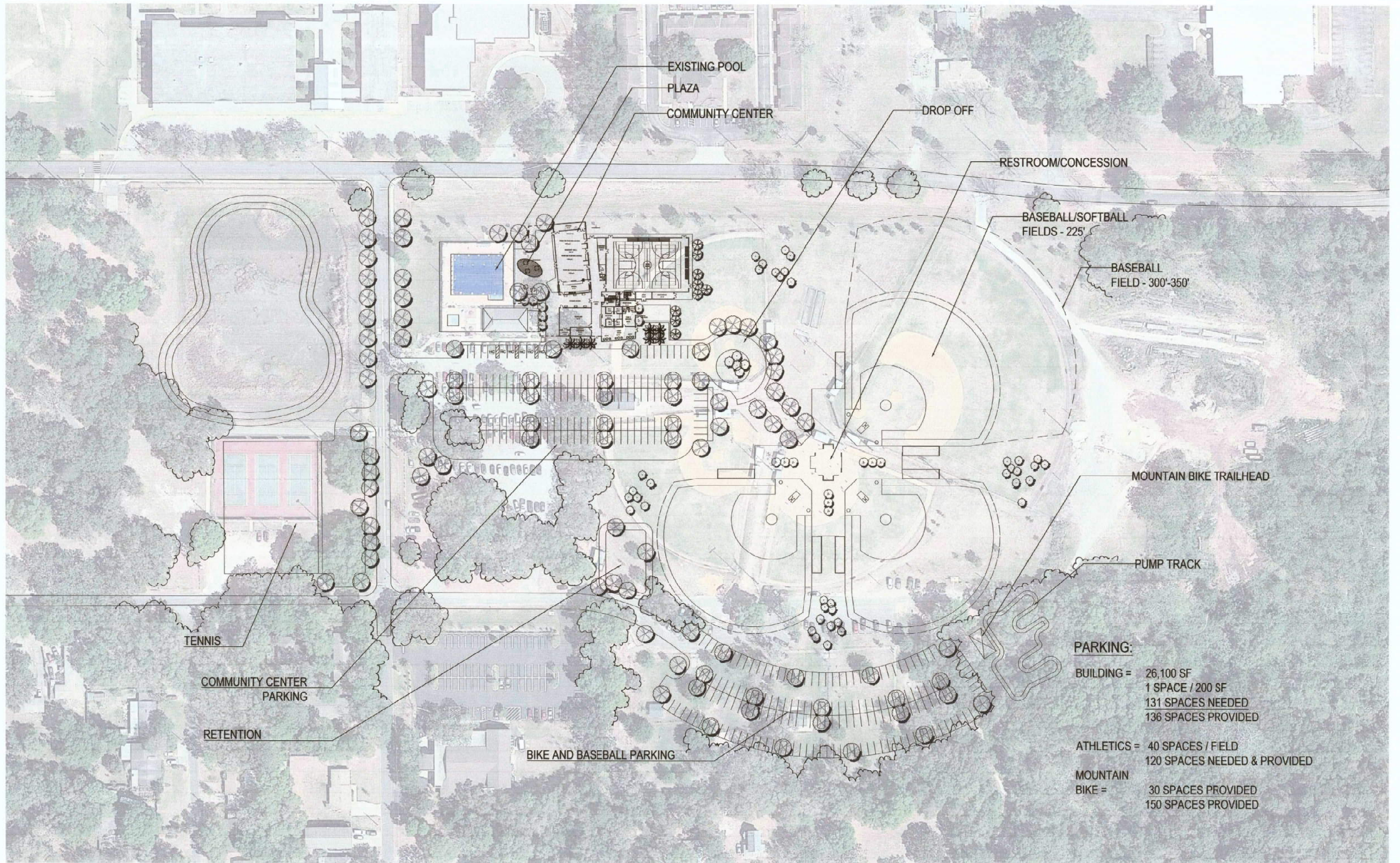
PARKING:

BUILDING = 41,500 SF
1 SPACE / 200 SF
208 SPACES NEEDED
211 SPACES PROVIDED

ATHLETICS = 40 SPACES / FIELD
120 SPACES NEEDED & PROVIDED

MOUNTAIN BIKE = 30 SPACES PROVIDED
150 SPACES PROVIDED







Planning & Development

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**NORTHEAST COMMUNITY REDEVELOPMENT AGENCY
ADVISORY COMMITTEE
PARKS AND RECREATION ADVISORY BOARD
JOINT MEETING**

Martin Luther King Memorial Center, 803 Florida Avenue, Mount Dora, FL 32757
August 19, 2021 - 6:00 p.m.

MINUTES

I. CALL TO ORDER

Having been duly noticed as required by law, Ms. Rowe, Chair of the Northeast CRA Advisory Committee called the meeting to order at 6:10p.m.

II. ROLL CALL, MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

PRESENT: Rona Rowe, Chair; Nate Walker, Vice Chair; Lynn Tacher; Ozell Ward; Laurie Tillett and Lillie Taylor (6:24pm); Amy Fortenberry; Wendy Appleby, Marsha Blum (phone), Kate Barnard; Mark Woerner, Chair (phone); Derrick Campbell; Don Stuart (6:19pm); William (Bill) Larkin

ABSENT: Stevie Harley, Rick Cooper

CITY STAFF: Adam Sumner, *CRA Administrator*; Faith Gibbs, *Administrative Coordinator*; Amy Jewell, *Leisure Services Director*; Troy Shonk, *Leisure Services Manager*; Jeanann Hand, *Administrative Coordinator*; Corporal Mike Garcia

III. PUBLIC COMMENT: Related to the Parks and Recreation Advisory Board but Not Related to Items on the Agenda

Discussion: None

IV. PUBLIC COMMENT: Related to the Northeast CRA Advisory Committee Board but Not Related to Items on the Agenda

Discussion: None

V. GAI Community Solutions Group Presentation of Site Plan for Community Resource and Recreation Center:

Kristin Caborn; GAI's Director of Park Planning has a background in Public Parks and Recreation and works specifically on Public Parks projects. She also introduced her colleagues; Frank Bellemo – Director of Landscape Architecture and Jason Jensen; President of Jensen Architects who GAI partner with on Recreations projects involving a building. Kristin went on to explain that there are four tasks associated with the project; Kick off and Site Visit. This is where they surveyed and studied the sites in detail. Next was the Program Verification in their initial planning. City Council challenged the Parks and Recreation department to put together the initial programming for the site. GAI took that information to put together in their preliminary plans. These preliminary plans is what they are presenting to the boards for review. The third task included in this project is Community Input to present to the public and receive their feedback. That information will be used in building the Final Conceptual Plan for the building and site. The Final task is to present to City Council. Two sites were presented to the Committee Boards which included Lincoln Park Adjacent to the swimming pool and the former Public Works site. Both sides will be presented with plans for a recreation and resource center floorplans options, along with the operational pros and cons of each plan.

Jason Jensen introduced himself and gave background information about himself and the company. Since 1992 designing at least 50 recreational centers; providing additions and renovations to various centers over the years as the needs increased. There are two options presented, however, it can be modified to anything in between. The first option presented is a 26,100 sq. ft. one-story Resource center. This option consolidates and provides the ability to manage security with minimal staff. This resource center option provides space for business offices, child watch, fitness room, kitchen, locker room, multipurpose room; which can be divided into three if there are multiple functions, resource and tech lab, restrooms and service/storage space. The pros for this option are the efficiency of the reception area being placed off the common lobby and allows all viewpoints of entry. Since it is one-story, facility it is easier to oversee without additional staff. The multipurpose areas can be utilized as a banquet hall and rented out; the park site offers a more desirable location for parties and events. The kitchen can double as a concession for exterior programs (pool, ball fields). A single-story building is less expensive than a two story building. However, the cons for this facility is that it might not be enough to sustain future needs for additional construction to the building later on. Therefore economic opportunities for additional fitness programs that a recreation center offers are not available.

Plan two presented is a 41,500 sq. ft. Two-story Resource and recreation facility. This option's first floor includes a resource center option provides space for business offices, child watch, fitness room, kitchen, locker room, multipurpose room; which can be divided into three if there are multiple functions, resource and tech lab, restrooms, service/storage space and an indoor basketball court. The second floor has an indoor running track and areas that include a balcony, free and assisted weights, an exercise classroom, multiple fitness cubicle workspaces, fitness office, circulation area, storage room and an outdoor balcony area. The cons of this facility is that the reception is placed off of the commons lobby with all viewpoints of entry and circulation. The

multipurpose areas can be utilized as a banquet hall and rented out; the park site offers a more desirable location for parties and events. The kitchen can double as a concession for exterior programs (pool, ball fields). The more fitness programs increases economic possibilities and revenue. The center covers activates for all age groups between community services, fitness for young and older individuals, after school care for children and more activities for the community. In addition, it's less expensive and more convenient to construct one building with all the programs and room for additional programs in the future. However, it's more expensive to build a two-story and a need for additional staff to oversee the second floor.

Kristin shared that one of the things GAI does when looking at sites is sustainability which covers three areas; environmental, social and financial. They looked at a smaller and larger building on two different site locations; thus offering the Public Works site and the Lincoln Avenue site location.

Frank Bellomo shared more about the placement of two different buildings on the actual work sites. The first one he discussed was the one story on the Public Works Site. He talked about the parking requirements for the Resource center which is 131 spaces, however the site provides 134. The parking lot provides access to two entry points into the facility. The small outdoor spaces, including contribute to the functionality of programs the center would offer such as outdoor recreational uses, meeting break or wedding reception outdoor usages are options. Mr. Bellomo also discussed outdoor landscape added to the perimeter on the Lincoln Ave side to provide a more closed in and private space. The second option is a Recreation Center on Public Works Site at 41,000 sq. ft. and provides 215 parking spaces dedicated for recreation side.

Mr. Bellomo stated the pros of the Public Works Site is that there is dedicated parking and this is the preferred location voted on by the Northeast CRA. However, there is less opportunity for recreation, it is a further commute from the Lincoln pool, ball fields and middle school. Thus a longer commute for middle school kids using the afterschool program and limited outdoor play space for children. There's potential sound and light disturbance to the single family homes in close proximity to this site. Mr. Bellomo expressed that there's no room for future expansion, no functional larger outdoor gathering space for the recreation center and no overflow parking for events. There would be a need for additional staff to oversee the second floor.

Mr. Bellomo went on to talk about what the footprint would look like if the centers were placed on the Lincoln Park pool site. By placing either the Resource or Recreational center on this site location, maximizes the opportunities to interact with existing recreational programs such as the pool and ball fields; making it highly rentable. The kitchen can be used to support events and doubles as a pool concession in this location; providing a revenue opportunity. The Resource center has a specific parking and there's room for overflow parking for events. Staff can oversee both the entry into the pool and center, provides connections with the middle school and safer commute for kids. There is a specific turn around area for dropping off children or equipment. This site provides intergenerational opportunities available with adjacent programs. There is also extensive room to grow and add future programs. However, this location was not an option for the Northeast CRA to review, it is a block farther east and one of the existing ball fields would be replaced somewhere else.

V. PARKS AND RECREATION ADVISORY BOARD COMMENTS AND QUESTIONS

Mrs. Kate Barnard stated that she prefers the Recreational center as it would be best in the long run and provides an option for all ages to enjoy. Mrs. Barnard also expressed that the activities would be beneficial to the community. Mrs. Wendy Appleby agreed with Mrs. Barnard and stated that the location close to the pool would be best because there aren't any homes close by and that there's more space with this site option. She stated that the Public Works site has homes close by and believes the people who live there would be negatively affected by a site in close proximity. Mr. Derrick Campbell asked if a Resource Center was built first, would that need to be closed completely to expand to include a Recreation Center. Jason shared that there wouldn't be enough room to add a Recreation Center to the one story and a second floor couldn't be added afterwards. If you wanted to add the recreation center, it would have to be done at one time, not after the fact. With the Public Works site, there is only room to expand about 5,000 sq. ft. however, the Lincoln site allows expansion of about 10,000 sq. ft., and Mr. Bellomo added that when you add space to the building, additional parking spaces are required. Mr. Campbell went on to ask if one of the baseball fields was removed would that significantly push back the time for the Babe Ruth program. He's concerned about the children getting home in time to do homework and have dinner with their families. Kristen said possibly, however they would want to have the field replaced. Ms. Fortenberry stated that she did not think it would have a great impact, but there would be a need for two small fields for multi-purpose and one larger field for the older baseball teams. Kristen stated that the current fields need to be rebuilt along with the concession stands. Mr. Campbell stated his preference to the bigger center being built, as it would provide more jobs and resources to those in the community.

Mr. William Larkin stated that he likes the larger facility as well. He questioned the City as to why the Lincoln site location was never proposed before now to the boards as to being a site location. Kristin stated that when they reviewed the location proximity available, GAI had a moment of insight. Mr. Larkin looked to the City to answer the question, it was their suggestion to explore this option. Mrs. Amy Jewell stated that they gave four areas and that scope included all of Lincoln area vicinity. She went on to say that this specific location isn't one that any one from the city specifically thought of on their own. Mr. Bellomo stated that earlier on in the planning stages that there were a lot more opportunities that what the city initially offered, therefore, they went outside the box to provide a location they thought would be beneficial and asked the city if this specific location is one that could be considered.

Mr. Don Stuart stated that he believes the design is pretty and that there was a lot of effort put into the plans. He stated that most of his questions have to be answered by the people that live in the community. He said that he wants to know what the people in the community want and if this is something they want, will it be something that the Northeast Community will utilize. He also questioned the cost difference of the one story verses the two-story. Mr. Stuart stated his concerns as to whether those in the Northeast Community would be happy with what they are spending their money on and is it justified by the people who live here.

Marsha Blum stated that there has been an idea around the community center for many years, she shared her excitement with it becoming a reality. Mrs. Blum said her criteria is that it is available

to everyone in Mount Dora and has activities and programs, including educational programs for people of all ages. She favors the Lincoln Park location because it is all consolidated. She asked if the price of the community center the same at either site location. Kristin said that this information would not be known or available until the next phase, however the Public Work site might be more expensive because of Stormwater. Mr. Bellomo said that it would be not be significantly higher but that site location would be more. Jason said the building itself is easier to build when you have space around the land and the parking could be reconditioned for saving if just doing a phase with the center.

Mark Woerner stated that he's in agreement with the board members, especially with Mr. Stuart's comments regarding the financial feasibility. He stated that he is looking forward to getting that information later on, as well as the public being able to comment on it. He is in agreement with the center offering programs and activities for people of all ages. Mr. Woerner prefers the Recreation Center and Lincoln site location, as it is the most efficient use of space and revenue. He asked if the two story recreation option has requirements for an elevator because people of all different abilities needs to be accessible. Mr. Woerner is looking forward to hearing the Northeast CRA members and the public open forum. Mr. Jensen said that accessibility for all individuals is something they think about and include for all indoor and outdoor activities. Kristin stated that the elevator is a requirement by code and would be included.

Amy Fortenberry said she is impressed with the presentation. She asked if you can just do the first story of the recreation center and not do the second floor at all. Jason said that there is always an in between, however, you could not come back and put a second floor in. Mrs. Fortenberry asked how the recreation center would affect local gyms businesses. Mrs. Jensen said that they are different, as they provide more activities and options that the community needs, these centers would work together for the community, whereas gyms serve one purpose only. He went on to say that the center serves a wider population without the monthly cost of a gym. Mrs. Fortenberry asked Mrs. Jewell if Frank Brown would still be available for softball. Mr. Troy Shonk said that it would still be available. Mrs. Fortenberry said that she would prefer a large field as opposed to three small baseball fields. She stated that she is concerned about financial substantiality and questioned if GAI could do a utilization rate on the buildings the city already has. Kristin said yes, but that the city is able to do that as well. Mrs. Fortenberry requested that the city do a cost analysis. She also asked about employment requirements in terms of the size of the facility. Kristin stated that this is a function based off the space. The functions the facility offers will determine the number of employees needed. Mrs. Fortenberry stated that she likes the Lincoln location, however, wants to hear input from the Northeast CRA. Kristin stated that GAI is concerned with the cost recovery, excess revenue to cover all costs so that some of the costs of the programs could be low or free of charge.

VI. NORTHEAST CRA ADVISORY COMMITTEE COMMENTS AND QUESTIONS

Mrs. Lillie Taylor stated that she is torn at the moment because what the residents have asked for and the location provided is different. She said that everyone she spoke with indicated the Lincoln and Highland area as the desired site location. Mrs. Taylor said that she is unable to give any more input until she speaks with the residents. Mr. Jensen said that he understands that this is a new location they provided. Mr. Bellomo said that he understand the Northeast wanted them to focus on the Public Works site location, however, it was their responsibility to see how that space would work and provide a location that could possibly provide more space. He stated that this is the very

first step and public input is needed. Lillie stated that this is a surprise to her and she knows it will be a surprise to the people in the community as well.

Mrs. Lynn Tacher stated that the vision for the resource center was nothing like what was presented. She asked if the film series would be accommodated in the tech lab. Mr. Jensen stated depending on the size of the group, the banquet hall could be utilized. Mrs. Tacher asked about a library room being added as well as an after school program where school buses could bring in kids from the elementary and middle school. She also spoke about a secure place for parents checking the kids in and out. Mrs. Tacher asked about outdoor space for the children. She also asked if the children would be able to get out of the back doors. Mr. Jensen stated that there are alarms that could be added to the doors as well as magnetic locks that would open in case of an emergency, but at all other times those doors would be locked. He also stated that there are different outdoor requirements based on the type of childcare being provided. Mrs. Tacher asked about spacing for tutoring and snacks. Mr. Jensen stated that there are ways to schedule group stations. Each group stays with a supervisor and has access to different activities at different times. Mrs. Tacher asked if there was any consideration regarding a splash pad for accessibility with colored cement and the water buckets that pour out onto the children. Amy Jewell said that the splash pad would fall under a different project for Lincoln pool somewhere down the road upon council approval. She also stated that the splash pad would replace the kiddie pool.

Laurie Tillett stated that she would like to get a list of the recreation centers designed by GAI so that they could all go take a look at them in person. Mr. Sumner stated that there will be a bid for contract for the design and engineering. Mrs. Tillett said the afterschool program is for various ages and that the center needed for the Northeast community was more resource than recreation center. She stated that the Northeast community has different needs than other parts of Mount Dora. There is a need within the Northeast for the kids to have a safe place to go after school to keep them off the streets and to provide tutoring. She stated that having an outdoor, but enclosed basketball court instead of the large indoor one offered. Mrs. Tillett suggested a place where services such as SSI to help those that need to apply. She stated that she believes that both facilities are needed. Mr. Sumner said that the yellow office space is the flex resource office space where WIC, SSI and other resources needed can come in on a set schedule and utilize that space to assist those in the community with their needs. Mrs. Tillett said that the Northeast needs a resource center specifically for their community, as they have been short changed. Mrs. Tillett said that when she looks at the Lincoln Site, she does not see the dog park. She stated that there is a large dog park. Mr. Bellomo stated that the dog park was not included in the site plan and that space was used for the parking, but that it would have to be relocated. Mrs. Tillett expressed that the removing the dog park was not an option and would have to be integrated back in. Amy Jewell stated that whatever was removed would be replaced and that it could possibly be done in phases and that there will always be a dog park in Mount Dora.

Mr. Ward agrees that the design concepts are wonderful. He stated that any facility in the Northeast would be open to anyone to utilize and that the size of the facility should not matter. He said that the Park and Recreation Board has a city wide responsibility however, the Northeast CRA is focused on the needs of the Northeast community. Mr. Ward asked for clarification on the term community versus the city in his understanding of the scope of what is being talked about. He stated that there's a lot more input for the Northeast community as to what they need. He asked what the utilization of the services offered by the city and why kids are not using those present currently. There are a lot of costs associated and to a lot of people the cost for programs is not cost

effective for many. Mr. Ward said that the focus should not be revenue but to meet the needs of the community. He stated that spin classes is not something that the Northeast asked for, nor would it be something utilized. Mr. Ward requested demographics of who uses the activities and programs that the city currently offers. Mrs. Jewells said that she would provide that information. Mr. Ward stated no interested in the two story option. It is truly about providing something that the Northeast needs then the resource center is what is needed and that he is the voice for the children in the Northeast community that do not have any activities, that there is a need for the children to have a safe place to go for resources, tools and space needed. He stated his concern that a larger facility would require revenue which would increase entry fees that many in the Northeast community cannot afford, therefore the facilities would not be utilized by those within the Northeast community. The Northeast did not envision something of this magnitude nor did the Northeast express a need for the excess of recreation such as weights and spin classes. Kristin stated that the programming list for the Northeast community, is what they used for the Resource center. The list provided to GAI from Mr. Sumner is what the resource center option includes. She also stated that they offered an option to include what the Northeast needs as well as the city. Mrs. Jewell talked about the free swimming program that the city offers, as well as scholarships. The facility can include a sliding scale that would be set by council. Those unable to pay full price could support those that cannot pay. Mr. Ward said that although there is a discount, it is still not affordable for many.

Mr. Walker stated that the Northeast was only offered three site locations, Lincoln and Highland, behind Frank Brown and Clayton and they unanimously chose Lincoln and Highland. Mr. Walker shared Mr. Ward's sentiment about affordability, saying that whatever is built to make sure that it is affordable, if not, then it's no value to the Northeast community. He asked what the usable acreage on Lincoln Park. He shared that ball fields were never in the interested of the Northeast and the Northeast was clear about where they wanted the resource center to be, including community input from the public in previous meetings. Kristin stated that Lincoln Park is 35 acres. She also stated that the floorplan for the resource center was built from the Northeast list. Mr. Jensen stated that if parking is included, it would be about 10 acres. Mr. Walker stated that the challenge is in defining the purpose for what it is to be used. He stated his agreeance in building the resource center. Mr. Walker asked the walking distance between both sites. He stated that he does not see it being a big issue with walking to either site location, as a lot of the children walk to school. Mr. Walker asked how much of this project would the Northeast CRA be responsible for. Mrs. Jewell said that is to be determined and depended upon what they want. Mr. Walker asked if the purpose of the facility to house the YMCA or Boys and Girls Club. Mrs. Jewell stated that all options would explored, however they are currently looking at it as if the city would be operating it. He also asked the cost to rebuild Lincoln parks, excluding them from building the center. Kristin said that there's an overall cost for Lincoln Park in the system wide master plan. She said that Lincoln parks need to be redone and they are two separate projects. Mr. Walker said what the Northeast board is seeing is a combined and if they are two different projects, how do they know the separation and what is being paid for if there are no amounts provided. He also asked the dates for the community forum. Kristin said that is being worked out with Leisure services. Mr. Walker also asked what would happen to the Lincoln site. Mr., Sumner said that the city could use it for whatever they wanted. He stated that he would recommend that site is used for affordable housing. Mr. Walker stated that the Northeast CRA not build something that will exclude the Northeast community and that the Northeast community is not left out due to being priced out. Mr. Walker reiterated that it needs to be affordable to those within the Northeast

community and that this community is no left out. He stated that his position is to speak for the children, seniors and those that cannot come to this meetings.

Mrs. Rona Rowe stated that the layout is nice, however the community did not ask for the bigger recreation center. The resource center is what the Northeast community is focused on. She stated that the Lincoln site threw them for a loop, as it was never presented as an option. Mrs. Rowe stated the focal point is on job training and tutoring for children. She stated that the overall size needs to be something utilized by those within the Northeast community, however it would be available to everyone in Mount Dora. Mrs. Rowe agreed with those on the Northeast board that the center needs to be affordable to the residents of those in this neighborhood. She stated a need to hear what the residents want and need from the center.

Mr. Walker asked city staff if the American Rescue money could be used for this project. Amy Jewell said that after reviewing all the documentation this project would not qualify, however, there are grants the city could apply for. She gave the example of including art work on the hallways, as this would qualify for an arts grant and a lot of grant opportunities to explore when they get closer to building the center.

Mr. Ward stated that people would prefer to have the center centrally located within the Northeast because its space issue so it's not about walking distance. He stated that those that don't live in this community might not come into the community, the kids would do it because of the relationship built with their peers. He said that whatever is built will become too small at some point down the road due to the city's future growth.

VII. PUBLIC COMMENT RELATED TO GAI PRESENTATION

Mr. Eddie Harris is a lifetime resident, he stated that building the recreation and a resource center for the last 20 year. He stated that all the concerns are validate, however, there's an opportunity to do something about it. Mr. Harris stated his concern of the Northeast community continually being priced out. He shared his experience of only being able to pay for one of his grandsons to participate in football because the price was \$95 including the discounted price. Mr. Harris said that people don't get involved because they don't have hope in it. He shared that is the YMCA becomes full, people would be coming to this center and the cost would increase, therefore those in the Northeast community would not be able to afford the fees and would not utilize the facility. He stated his concern that the city would justify the cost increase to pay for the building. Mr. Harris asked what would happen to the MLK building, as it was their community center. If the term community center is used, it should available to the community. He stated his excitement of possibility of a center being built, but requested that the boards and the city consider the people of the Northeast, also ensure that the activities are functional and improving the condition of the people. If people are not satisfied with what is built, the people will not use it or take care of it. Affordability is what people define it to be, realistically what is affordable to some is not affordable to those in this area. Mr. Harris also stated it takes the entire community to come together to make this work.

Mrs. Roselyn Harris, a resident of the community asked why it had to be in one location. She asked if different buildings could provide different services, to fix up the facilities and use the buildings that the Northeast center currently has. She stated that there are several homes in the community that are worn down and there's been no effort in helping the community, however, the city can find funds for a study to be done for something that the Northeast community never

asked for. Mrs. Harris shared that it was only when the new homes came about that there was a need for the parks to be fixed, however, prior to the homes nothing was repaired. She went on to say that the centers should be free to the kids but that the city should be focused on decent and affordable housing for those in the Northeast community instead of building beautiful buildings. Mrs. Harris reiterated that the building should be something smaller and for provide resources to those in the Northeast community.

VIII. JOINT ADVISORY BOARD AND COMMITTEE COMMENT (FLUID CONVERSATION)

Discussion:

Amy Fortenberry and Bill Larkin said that they also were side blinded by what was presented, as they were not made aware of what the residents of the Northeast wanted. Ms. Fortenberry stated that she wants to know what the resident's priorities are and asked that they start over with what the Northeast's priorities are. Mrs. Tillett stated that the Northeast community needs a community center and they do not have grandiose needs, however, they need something specifically for children, adults and seniors needs. Ms. Fortenberry asked if the Northeast has seen the Colley Lott Park and asked if that is something that they like. Mr. Sumner stated about four years ago, the Northeast CRA for 20 years wanted an indoor basketball court for when it gets too hot outside as well as a resource center. He stated that the list GAI worked from has not changed, those are the needs that the Northeast community have asked for in his time here. Mr. Walker confirmed that what Mr. Sumner stated is accurate and that this has been referenced several times, that the community asked for something to be done to the MLK center prior to Adam's employment with the city. However there was always no money, after a senior event was held in the building, the city was able to come up with \$25,000 to make upgrades. He stated that when the Northeast requested it, nothing was done. He stated he is for the resource center and that if the community is providing money towards a center being built, then their voice should be the strongest.

Mr. Larkin said that he agrees affordability should be the city's focal point. He stated that if the kids cannot afford it, it should be free to them and that they need to make it work. He went on to state he is in favor of the Lincoln site, however is concerned that the Lincoln site was never brought up before. He stated this location was not given to them either and it seems deceitful. He questioned the city in this regard. Mr. Larkin said that what was proposed tonight as a possible location for either center but was not an option prior to and questioned the discretion of it only being presented by GAI tonight. He stated that the Parks and Recreation board was only given four options and this was not presented as an option. Mrs. Jewell stated that this site was included within the scope and that the company chose this option.

Mrs. Tillett asked if the senior program was free. Mrs. Jewell said yes. Mrs. Tillett stated that the precedence has been set that some things are free. Mrs. Jewell stated that when coming up with the plan, that the entire first floor could be free for tutoring, homework and the tech lab, and that the second floor would be an affordable fee that this is the intended goal.

Mrs. Tacher asked if there is enough space for a Boys and Girls Club. Mrs. Jewell said that the banquet area can hold up 200 to 400 people and can be broken up into different areas. Mrs. Tacher shared that when she spoke with the Mayor years ago, there were a lot of kids that could

not take advantage of the programs because of caring for younger siblings. She stated her concern in making sure there's a space for younger kids so that the older kids can attend.

Mr. Walker stated to not perfect be the enemy of good. He stated to think about what it cost not to build. Mr. Ward stated that we should take advantage of what the Northeast already has, that the centers within the Northeast are all in walking distances and should be renovated. He questioned the Masonic Lodge, as it has historical ties to the community, had outdoor space for kids and opportunities to engage in activities and he asked if it could be purchased. Mr. Ward said that would save funds. Mr. Sumner said that the city attorney is working on securing the Masonic Lodge, but needs to find out who owes it and other legal details need to be worked out. He went on to say that the Masonic Lodge needs a lot of work and it cost more to maintain. Mr. Sumner stated that parents cannot get job training if the kids activities are located somewhere else. Having everything under one roof is efficient. Mr. Jenson asked if the money was the major factor in the decision making. Mr. Ward said that the cost was not an issue, but that it needs to be geared to what the people in the community will actually use. Ms. Taylor shared that the building needs to be inclusive; a one stop shop. She shared that with being a grandparent, she would not drop off her grandkids to different facilities so that she could attend a training or obtain resources, as it is not convenient. Mr. Ward stated that they do not have the demographic information for the future. Mr. Larkin stated that it will be more kids and population growth will impact the town. Mr. Ward wondered if that impact would be for the city verse affecting the community. Mr. Larkin stated that the middle and high school aren't going anywhere for some time and that the Lincoln location would be beneficial for the middle school kids as they would use the gym daily.

Ms. Fortenberry asked the Northeast if they had to choose which center to build right now, what would they choose. The Northeast Committee Board all responded that the smaller building served all of their wants and needs.

Mr. Sumner interjected that the flash drive recording the audio is almost full and that is needed to the continuation of the meeting. Both boards agreed to end the meeting.

IX. PARKS AND RECREATION ADVISORY BOARD CONSIDERATION AND ACTION RELATED TO GAI PRESENTATION (MOTION)

None

X. NORTHEAST CRA ADVISORY COMMITTEE CONSIDERATION AND ACTION RELATED TO GAI PRESENTATION (MOTION)

None

XI. ADJOURNMENT

Ms. Amy Fortenberry moved to adjourn the meeting. Mr. Bill Larkin second. Mrs. Rona Rowe proceeded to adjourn the meeting at 9:47 p.m.



*Rond Rowe, Chair
Northeast CRA Advisory Committee*



*Adam Sumner, CEcD
CRA Administrator*

*Mark Woerner, Chair
Parks and Recreation Advisory Committee*

*Amy Jewell
Leisure Services Director*

Introduction



Frank Bellomo, PLA
Vice President, Director of
Landscape Architecture

Kristin Caborn, CPRE, FCP
Director of Parks System
Planning



Jason Jensen, AIA LEED AP
President & CEO

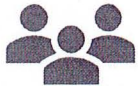


PRAB & Northeast CRA Meeting
August 19, 2021

Master Plan Process



TASK 1: KICK OFF AND SITE VISIT



TASK 2: INITIAL PLANNING

PROGRAM VERIFICATION
CONCEPT DEVELOPMENT



TASK 3: COMMUNITY INPUT

NORTHEAST CRA AND PARKS AND
RECREATION ADVISORY BOARD
PUBLIC OPEN HOUSE



TASK 4: FINAL PLAN

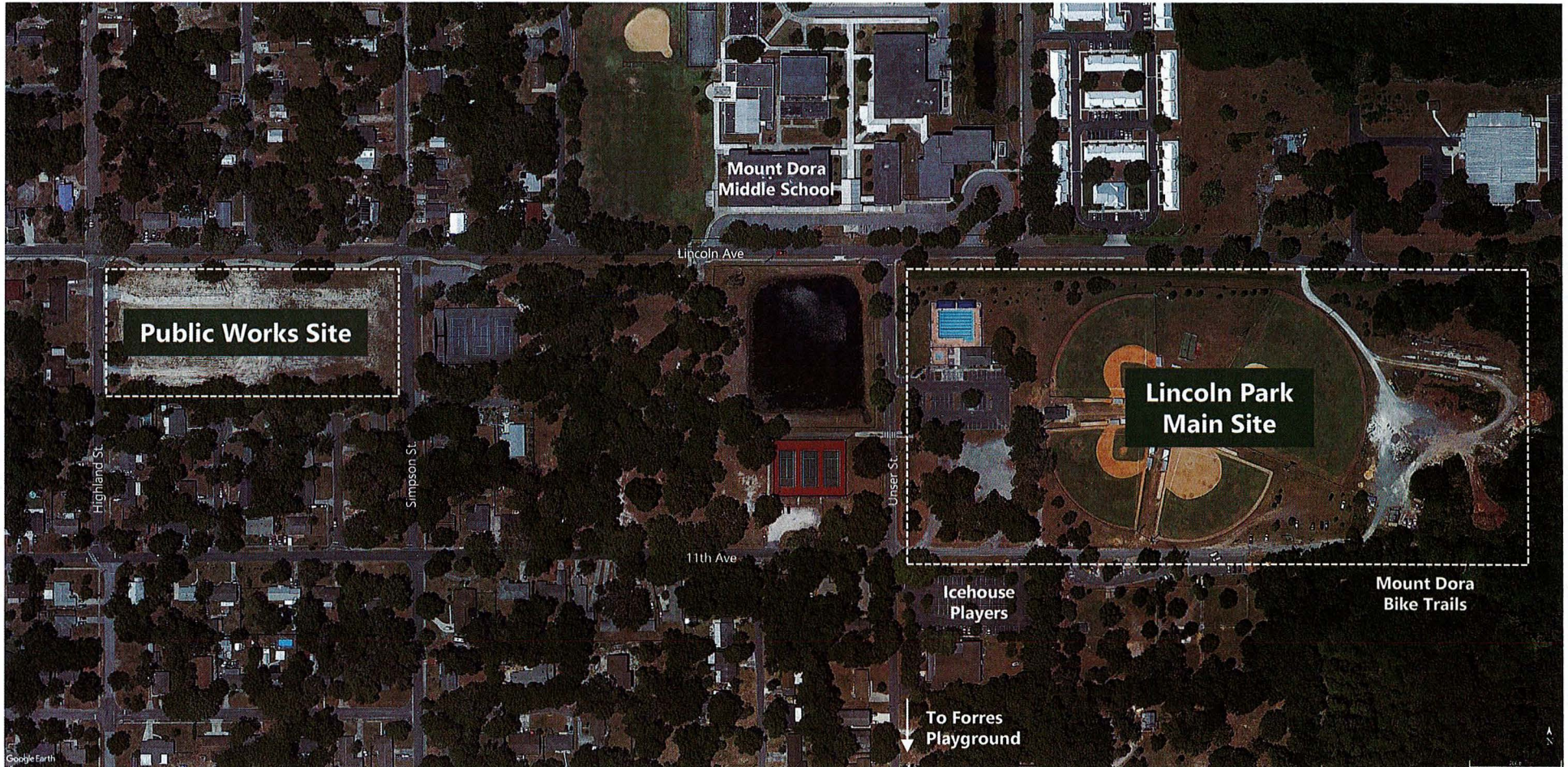
FINAL SITE AND BUILDING
CONCEPTUAL PLAN



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GROUP

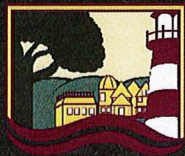
**PRAB & Northeast CRA Meeting
August 19, 2021**

Existing Conditions



PRAB & Northeast CRA Meeting
August 19, 2021

Building Planning: Resource Center & Recreation Center



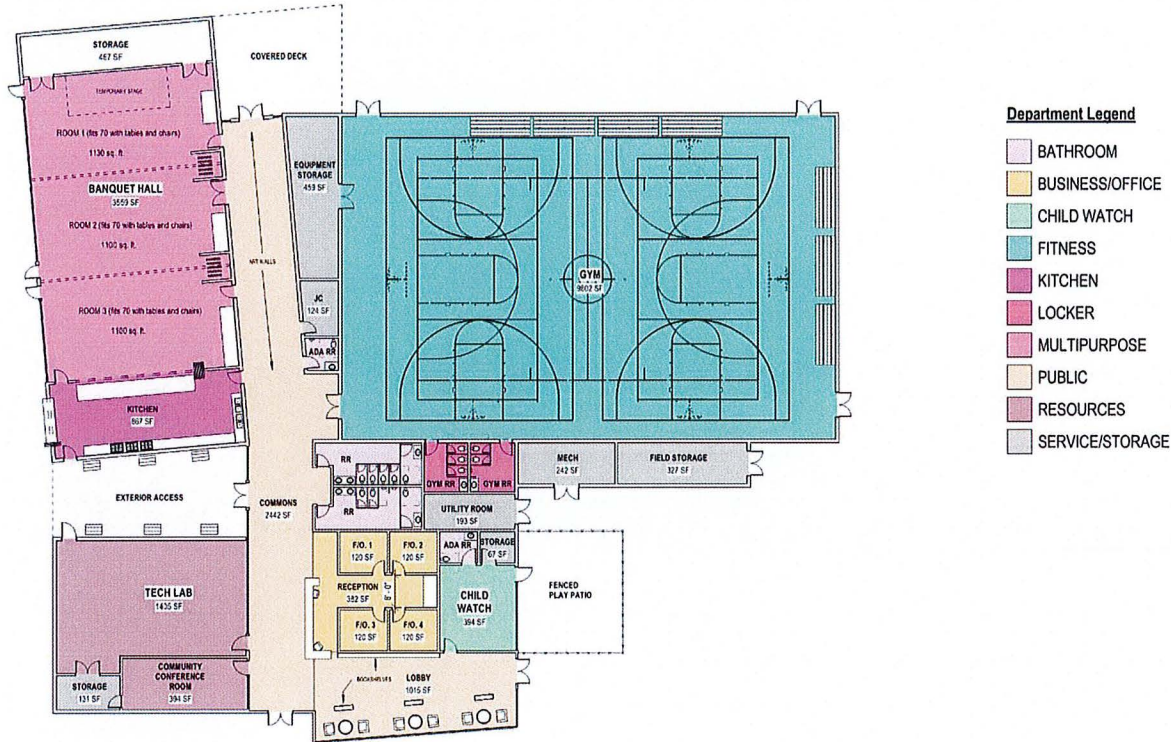
CITY OF
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PRAB & Northeast CRA Meeting
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Resource Center



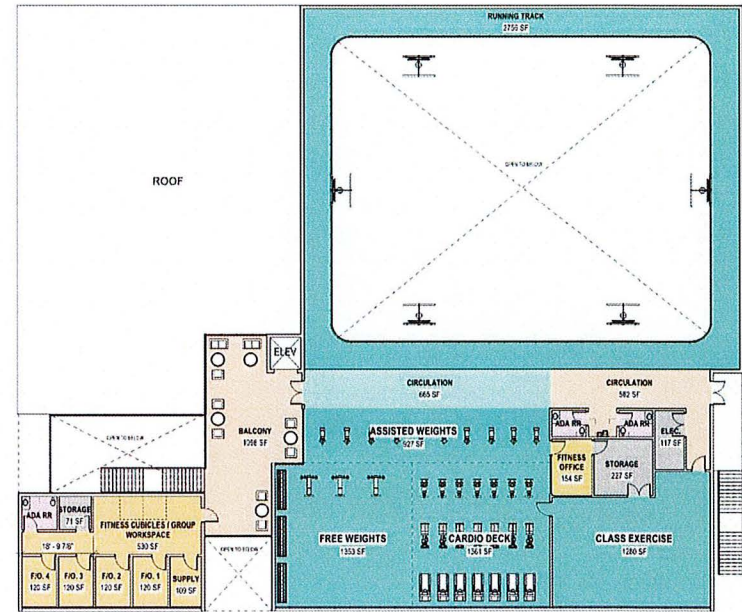
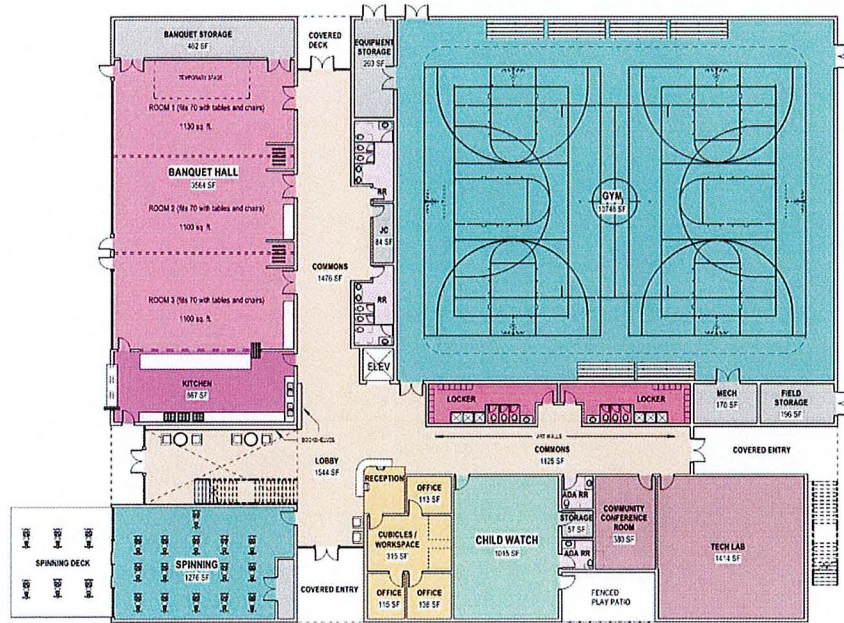
1 OPTION 1- SINGLE STORY RESOURCE CENTER

GRAND TOTAL AREA:
26,100 SQ FT.



**PRAB & Northeast CRA Meeting
August 19, 2021**

Recreation Center



1 OPTION 2- REC CENTER- LEVEL 1 1/8" = 1'-0"

LEVEL 1 AREA:
29,100 SQ FT.

Department Legend

BATHROOM	FITNESS	MULTIPURPOSE	SERVICE/STORAGE
BUSINESS/OFFICE	KITCHEN	PUBLIC	
CHILD WATCH	LOCKER	RESOURCES	

2 LEVEL 2 1/8" = 1'-0"

LEVEL 2 AREA:
12,400 SQ FT.

GRAND TOTAL AREA:
41,500 SQ FT.



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PRAB & Northeast CRA Meeting
August 19, 2021

Resource Center

Pros:

- Efficiency
 - Reception is placed off the commons lobby with all viewpoints of entry and circulation
 - Since this is a one-story facility, you do not need additional staff to maintain
 - It is easier to oversee a single level
- Revenue
 - The banquet hall can be used for rentals; the park site offers a more desirable location for parties/event
 - If placed on the park site, the kitchen can double as a concession for exterior program (pool, ball fields)
- Cost
 - it is cheaper to build a single-story building than a two story building

Cons

- Sustainability
 - This program might not be enough to sustain future needs. It isn't sustainable to add additional construction to the building later
 - It is much cheaper and more convenient to construct one building with all the programs than to add an addition to existing building
- Revenue
 - you miss the economic gain from the additional fitness program that the recreation center offers (gym memberships, group exercise classes, spinning)



**PRAB & Northeast CRA Meeting
August 19, 2021**

Rec Center

Pros:

- Efficiency
 - Reception is placed off the commons lobby with all viewpoints of entry and circulation
- Revenue
 - The banquet hall can be used for rentals; the park site offers a more desirable location for parties/event
 - If placed on the park site, the kitchen can double as a concession for exterior program (pool, ball fields)
 - The concession can benefit from the population using the fitness program upstairs, through the direct exterior access
 - This center allows for the additional fitness program to be accessed through gym memberships, or paid group exercise classes. More fitness program = more economic possibilities
- Community
 - This center covers all age groups. In addition to the after school-care for children, this center can serve young adults, adults, and the elderly through the fitness program.
- Sustainability
 - This program offers more activities for the community. It covers all the bases, there is no need for further construction in the future.
 - Much cheaper and more convenient to construct one building with all the programs
 - The group exercise classes can also serve additional program in the future (doesn't need to be only a fitness room). The spaces are flexible.

Cons:

- Cost
 - More expensive to build a two-story building
- Efficiency
 - Will need additional staff to oversee the top floor



**PRAB & Northeast CRA Meeting
August 19, 2021**

Public Works Site



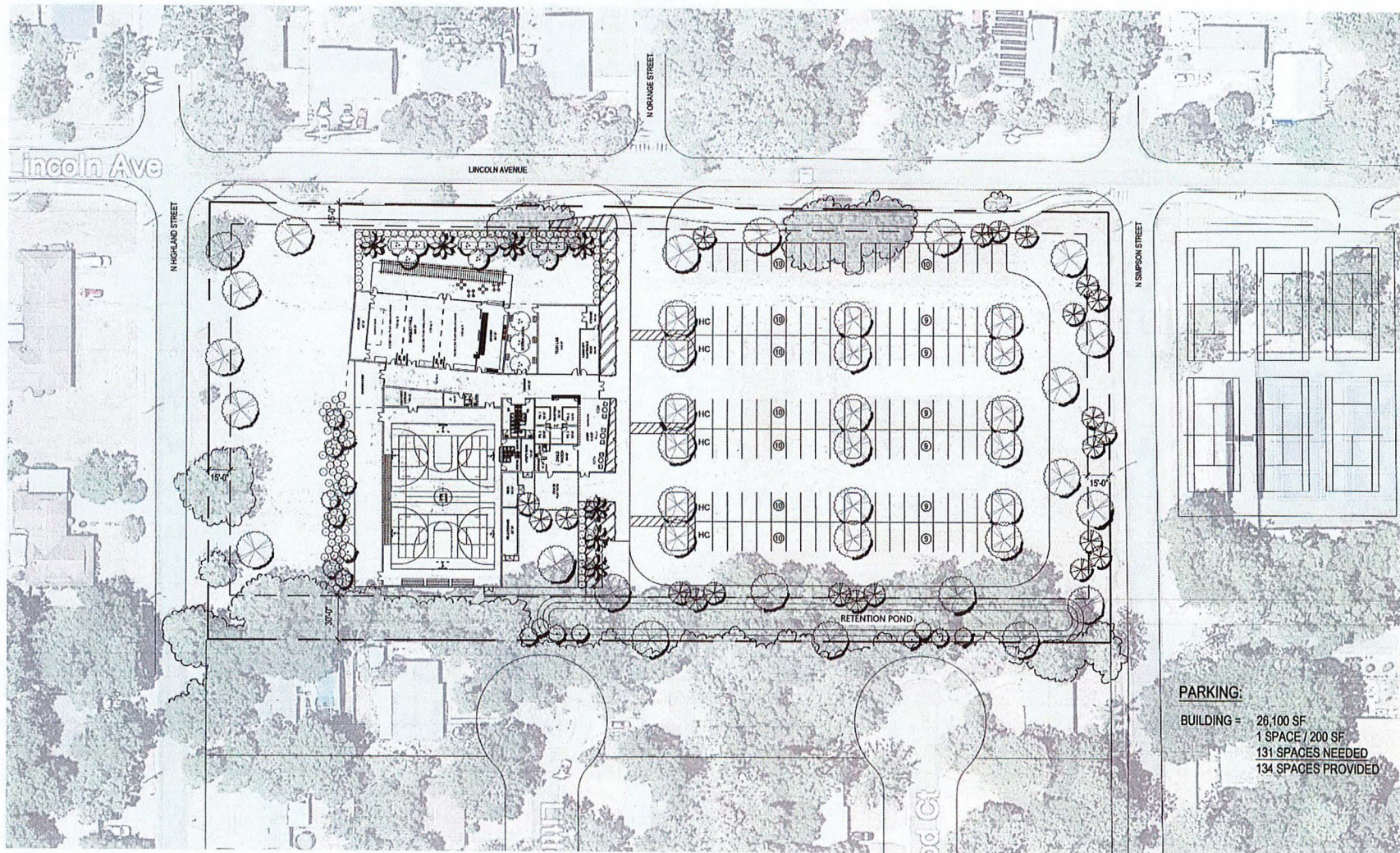
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August 19, 2021

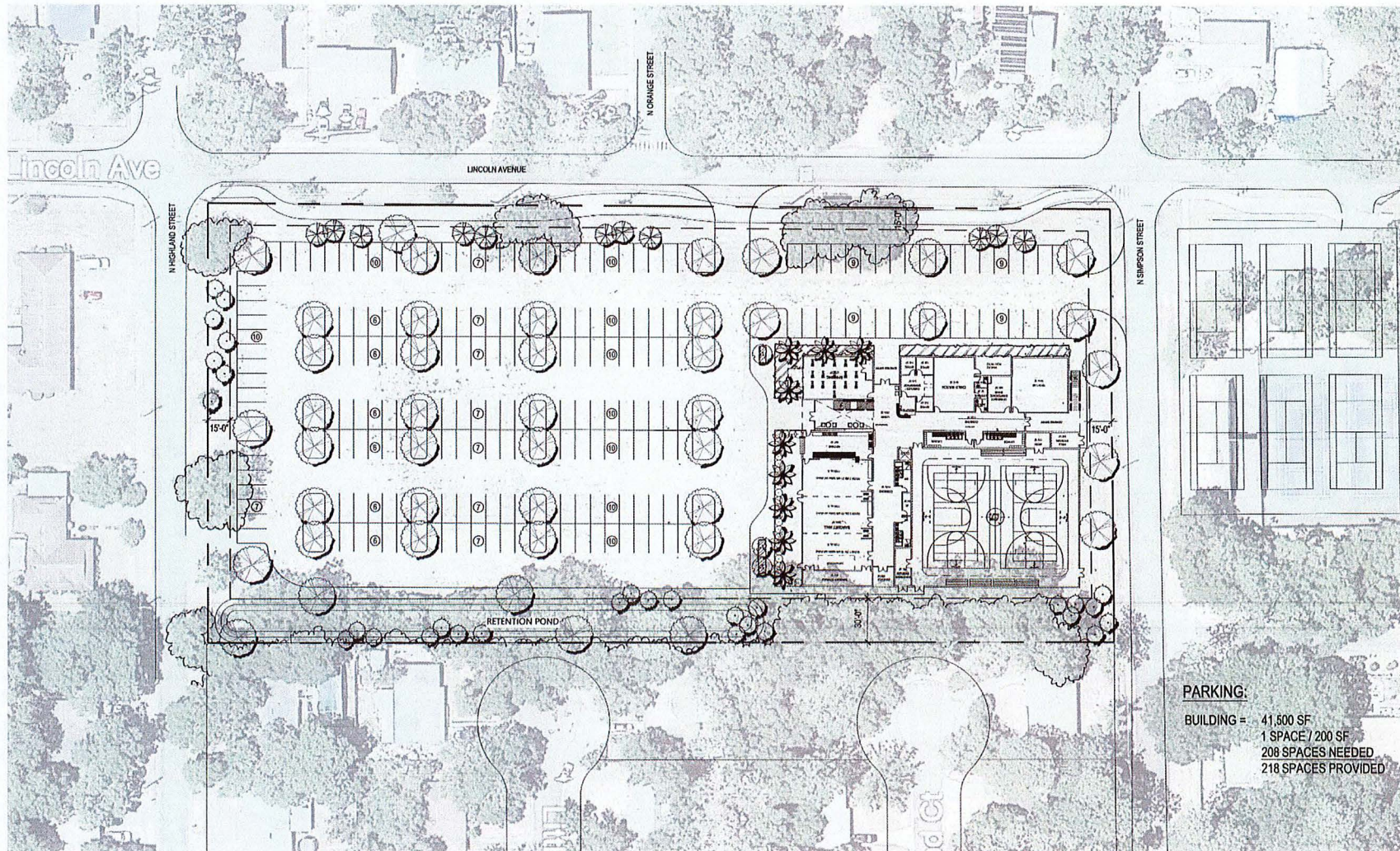
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GROUP



Resource Center



Recreation Center



Public Works Site

Pros

- Dedicated parking
- Northeast CRA voted on this site as preference

Cons

- Offers less recreational opportunity
 - Disconnect between this site and the aquatics/ball fields/middle school
 - Longer commute from the middle school for kids using the afterschool program; route is out of security view of the middle school and center
 - Less rentals and not as desirable for birthday parties without an adjacent pool
- No room to grow if the building or program were to expand, it is a tight-fit with parking
- Parking is limited (Recreation Center)
- No overflow parking for events
- Lacks adjacent green space for outdoor play and after school programs
- The site is directly adjacent to single family homes to the south, potential for sound and light disturbance



**PRAB & Northeast CRA Meeting
August 19, 2021**

Lincoln Park Main Site



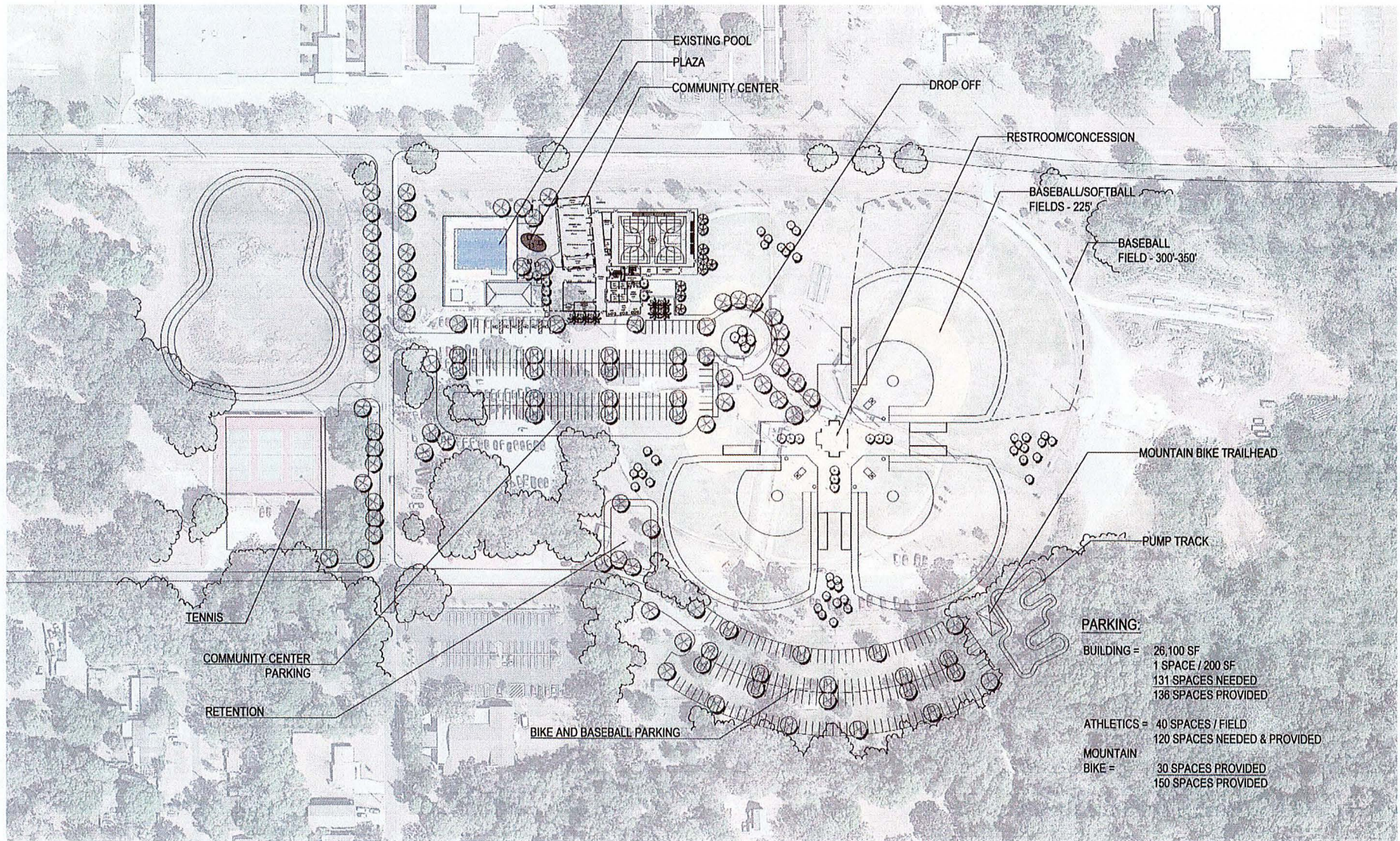
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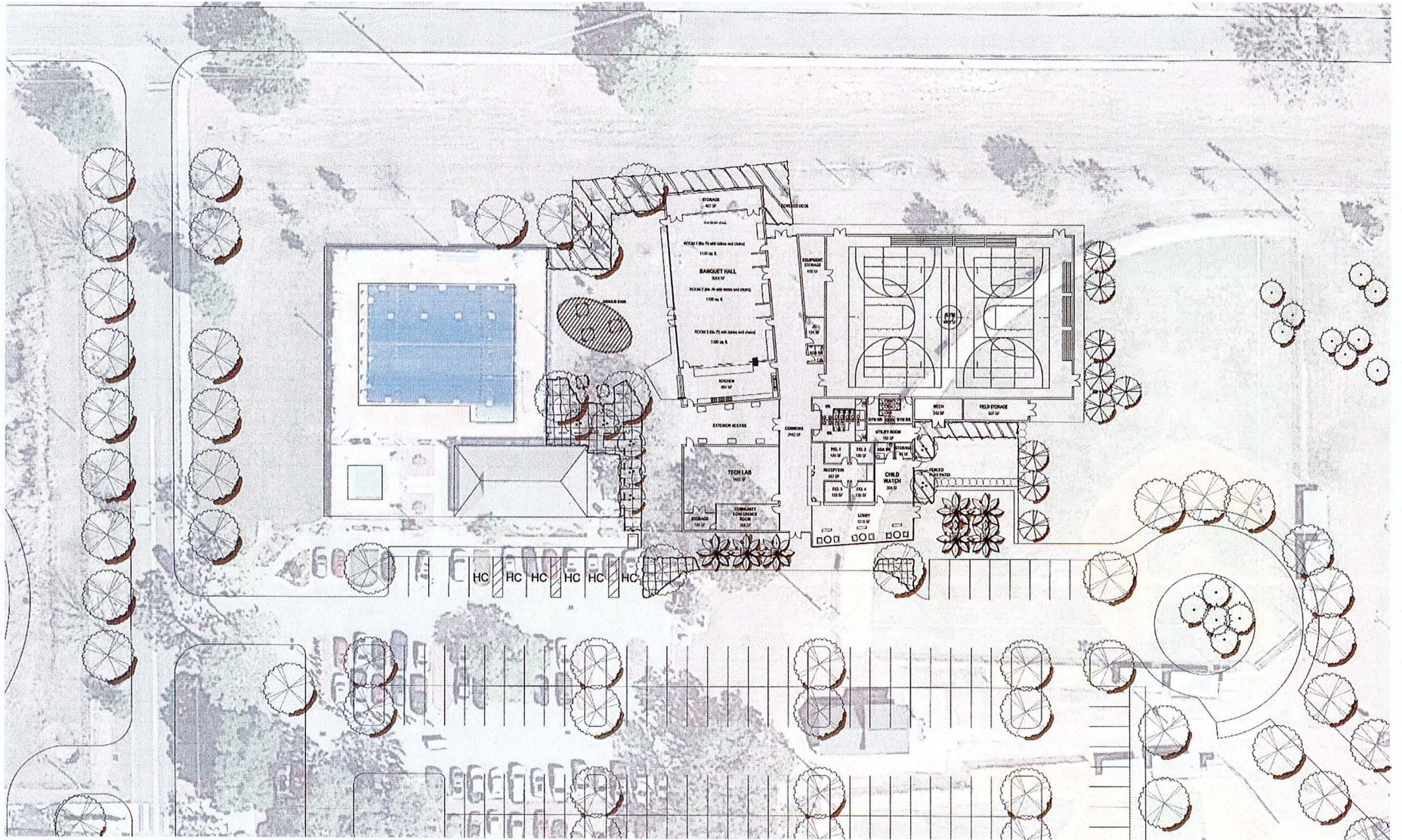
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WA
architects

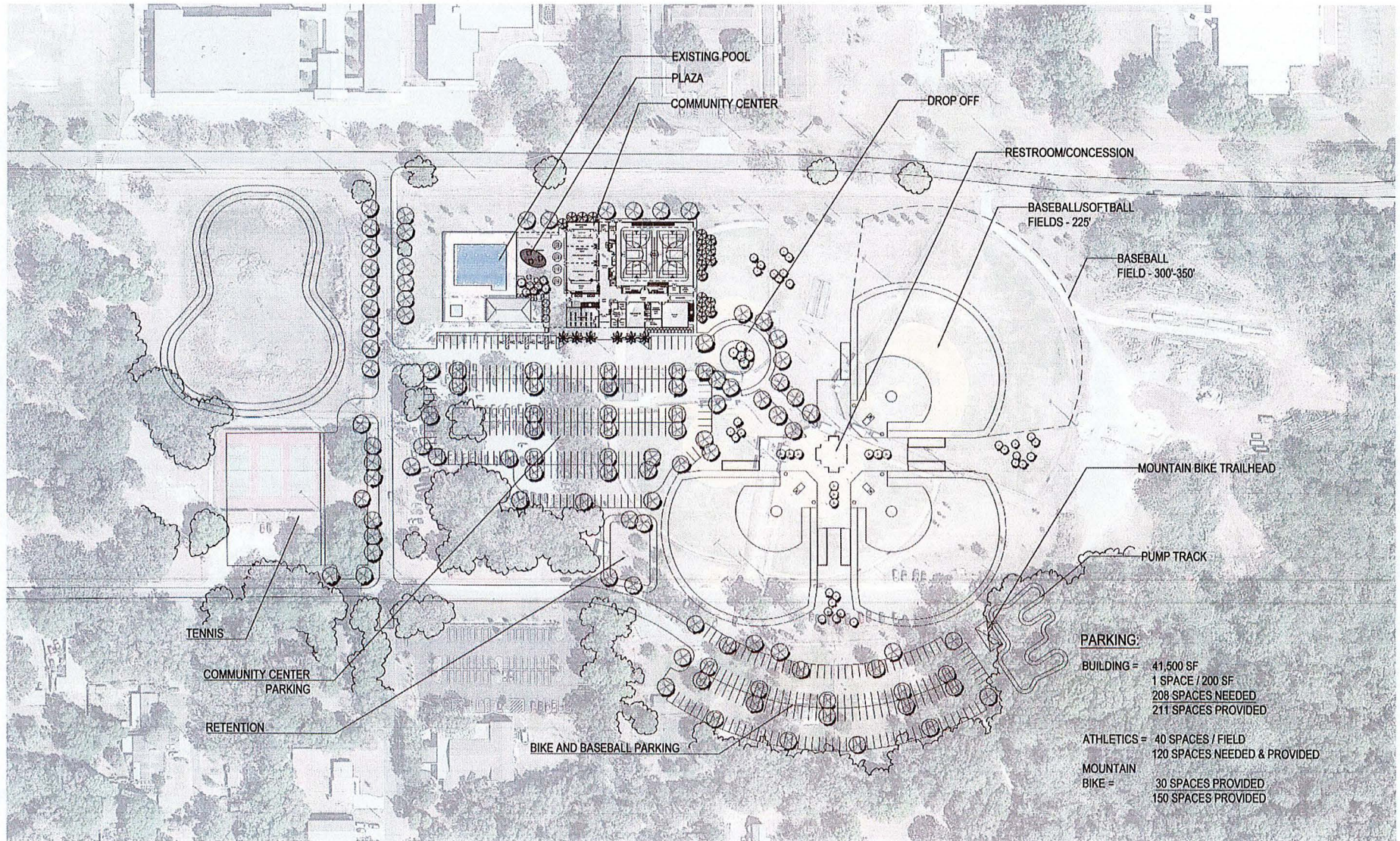
Resource Center



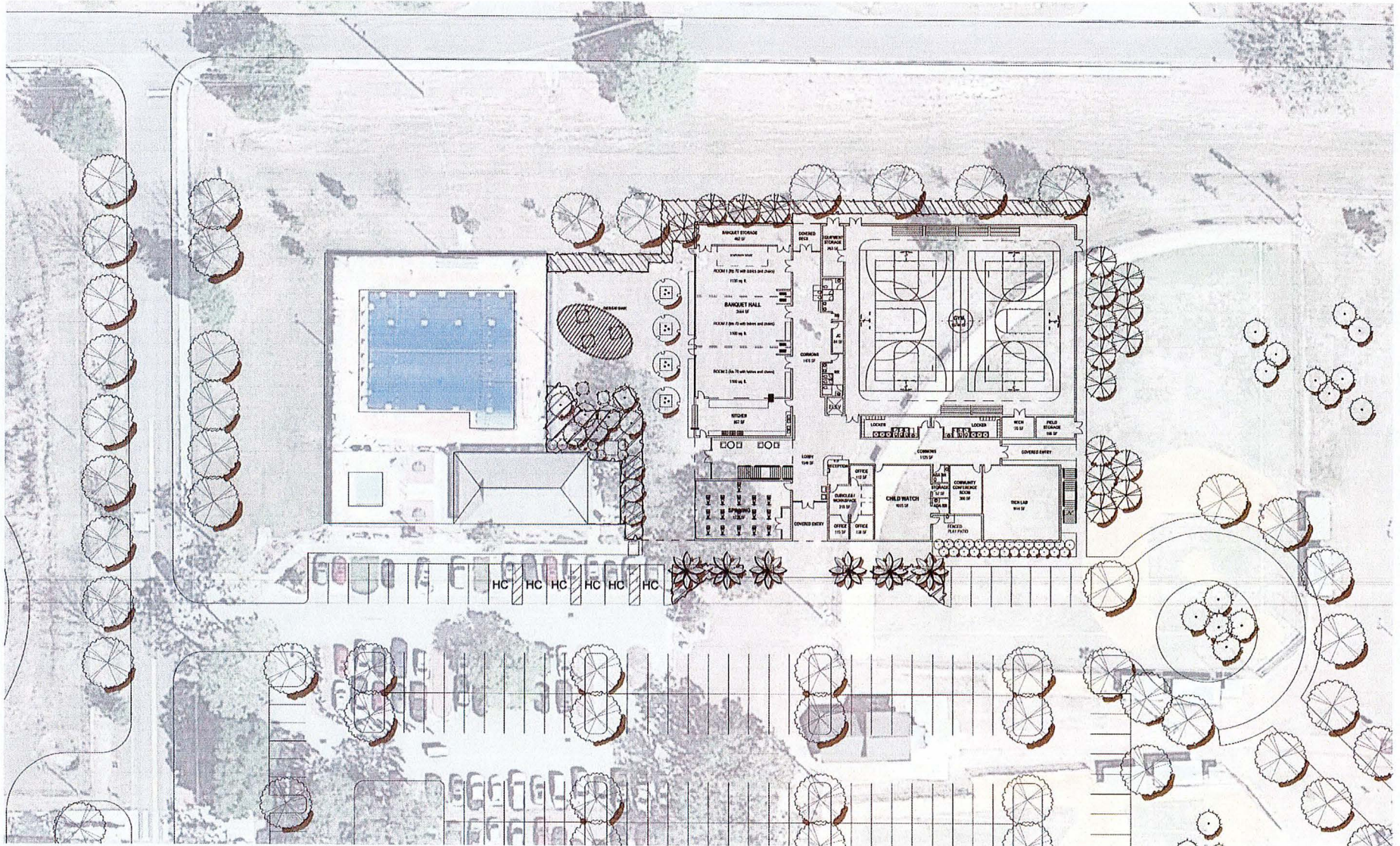
Resource Center



Recreation Center



Recreation Center



Lincoln Park Main Site

Pros

- Maximizes the opportunities to interact with existing recreational program
 - Highly rentable. The banquet center holds an advantage if it is placed directly off the pool, as it allows for a multitude of programmatic opportunities including banquet center rentals, birthday parties, EMS and lifeguard training that uses both the booth and an indoor space
 - Kitchen can be used to support events and doubles as a pool concession in this location, whereas on the PW site there is not enough surrounding activity for concession. Could be a revenue opportunity
 - The pool is an additional perk that attracts families for birthday rentals/gatherings
 - Proximity to the ball fields allows for this building to also serve that exterior program
- Staff can oversee both the entry into the pool and center
- Close connection with the middle school across the street, safer commute for kids
- Lots of open space to grow- plenty of parking availability for both options
- Intergenerational opportunities available with adjacent programs.
- Extensive room to grow and add future programs

Cons

- Not Previously an option for the Northeast CRA to review
- One block farther east
- Larger parking lot in one place
- Lose one ballfield to be replaced elsewhere



**PRAB & Northeast CRA Meeting
August 19, 2021**

Lincoln Community Park



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PRAB & Northeast CRA Meeting
August 19, 2021

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RESOLUTION 2022-12

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE COMMUNITY RESOURCE AND RECREATION CENTER IN THE NORTHEAST CRA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE SELECTION OF SITE FOR COMMUNITY RESOURCE AND RECREATION CENTER IN THE NORTHEAST CRA; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 27, 2018, the City of Mount Dora adopted Ordinance No. 2018-17, approving the Northeast Community Redevelopment Agency (Northeast CRA) Redevelopment Plan of 2018 (Plan); and

WHEREAS, the Northeast CRA Redevelopment Plan of 2018, included, as one of its top three priorities, the development of an area Community Resource and Recreation Center; and

WHEREAS, Northeast CRA Redevelopment Plan of 2018 defined the desired Community Resource and Recreation Center as a facility which generally includes a computer lab, commercial kitchen, indoor recreation courts, and space for educational classes; and

WHEREAS, since the adoption of the Plan, citizen input during public meetings and workshops has caused the scope of the facility to become more well defined to include flex-office spaces for resource providers, meeting space, a conference room, locker rooms for the indoor recreation courts, and a child watch area for parents seeking assistance at the facility; and

WHEREAS, the Northeast CRA Advisory Committee unanimously recommended the development of a Community Resource and Recreation Center at the old Public Works site on Lincoln Avenue several times since the Public Works compound was torn down; and

WHEREAS, the proposed location for the project is located in the Northeast CRA boundary and the funds for Phase 1, design and engineering, are authorized in the Fiscal Year 21-22 budget, as adopted by the City of Mount Dora City Council.

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

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

SECTION 2. Selection of Site for Community Resource and Recreation Center in the Northeast CRA. The City of Mount Dora hereby approves the old Public Works site located on Lincoln Avenue for the future development of a Community Resource and Recreation Center in the Northeast CRA.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the selection of the site for the future development of a Community Resource and Recreation Center in the Northeast CRA, as well as any matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

Signatures on Following Page

PASSED AND ADOPTED this 1st day of February 2022.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen
City Attorney



CITY OF MOUNT DORA

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

DATE: February 15, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: City Manager's Report

Introduction:

The City Manager's Report contains three sections:

- City Manager Update - Updates on on-going or new activities for the City
- Discussion Items - Items to be discussed for this meeting (if any)
- Informational Items - Items included for informational purposes for this meeting (if any)

Discussion:

CITY MANAGER UPDATE

- None

DISCUSSION ITEMS

- None

INFORMATIONAL ITEMS

1. Florida League of Cities Legislative Action Days. This year's Legislative Action Days took place February 8-9 in Tallahassee. City Manager Patrick C. Comiskey attended with Mayor Stile, Councilmember Rolfson and Councilmember Bryant.
2. Children's Library Expansion. City Manager Patrick C. Comiskey executed a task authorization with Construction Manager at Risk (CMAR) contractor Faden Builders for the Children's Library Expansion project. See **Attachment #1**.

3. Children's Library Manga Collection - Lake County Impact Fees Project Application. City Manager Patrick C. Comiskey executed a project application for Lake County Library Impact Fees for a standalone Manga collection at the W.T. Bland Public Library. See **Attachment #2**.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation Information only; no action requested.

Attachment(s):

1. Attachment 1 - Children's Library Expansion Task Authorization
2. Attachment 2 - Manga Book Collection

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 2/10/2022

CITY OF MOUNT DORA/CRA/Northeast CRA TASK AUTHORIZATION

In accordance with the terms and conditions of the Agreement between Faden Builders, Inc. (Construction Manager) and the City of Mount Dora/CRA/Northeast CRA, dated April 7, 2020, the parties hereto agree to the scope of work, pricing/GMP, schedule, construction team and subcontractors attached hereto.

City Project Manager:

Chet Cramer

Construction Manager Contact:

Todd Faden

Project Name:

Children's Library Expansion

Project Number:

22-024

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION IS DELIVERED TO THE CONSTRUCTION MANAGER.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> Exhibit A – Scope of Work Exhibit B – Price/GMP Breakdown Exhibit C – Basic Schedule Exhibit D – Construction Team Exhibit E – Construction Manager's Staff Exhibit F – Sub-Contractors	
Recommended By: Print: _____ Signature: <u>Chet D. Cramer</u> Digitally signed by Chet D. Cramer DN: cn=US, email=ccramer@cityofmoundora.com, c=City of Mount Dora, ou=Construction Project Manager, cn=Chet D. Cramer Date: 2022.02.07 12:05:26 -0500 Date: _____	
Reviewed By (if applicable): Print: _____ Signature: _____ Date: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: <u>TODD FADEN</u>	Print Name: <u>Patricia Comiskey</u>
Title: <u>President</u>	Title: <u>City Manager</u>
Signature: <u>Todd Faden</u>	Signature: <u>Patricia Comiskey</u>
Date: <u>2/4/22</u>	Date: <u>February 4, 2022</u>

Faden Builders, Inc.
1194 Camp Ave., Mount Dora, FL 32757
352-735-9805
State Cert# CGC 060972



Customer

Chet Cramer
City of Mount Dora, Project Manager
510 N Baker Street
Mount Dora, FL 32757

**FADEN PROPOSAL NO. 21-645
22-024 Children's Library Expansion**

Project Site

WT Bland Library

1/19/2022

Thank you for requesting a quote from Faden Builders, Inc. for your project. We have included permitting, materials, and labor as needed to complete the scope of work as noted on the plans prepared by Jack Gries, dated 12/02/20.

Exhibit A: Scope of Work

1. General Conditions:
 - a. Obtain a building permit from the authority having jurisdiction (City of Mount Dora). An allowance of \$1,000.00 is included.
 - b. Haul away all construction debris
 - c. Protect existing walls and flooring (install a plastic barrier from the area of work to the south exit).
2. Demolition:
 - a. Demo existing door and glazing at the Study Room north wall, all carpet and base, ACT from Periodicals (grid to remain).
 - b. Cut new openings in wall and infill existing opening in walls per plans.
3. New construction:
 - a. In the Periodicals Room, provide smooth level 4 finish at all walls and ceiling (soffit) areas that will not be covered by the bookcases. In the Study Room, provide smooth level 4 finish at all four walls.
 - b. Relocate electrical switch and receptacle as needed for the new openings and add dimmer switch for new ceiling fixture in Periodicals Room.
 - c. Provide four (4) new 2x2 LED troffer light fixtures in the Periodicals Room and retrofit the existing 2x4 fluorescent fixtures in the Study Room with LED tubes.
 - d. Provide and install new smooth texture acoustical ceiling tiles in the Periodicals Room only, existing grid to remain.
 - e. Paint walls affected by scope, corner to corner. Paint colors to be provided by owner.
 - f. Install new owner provided 2'x2' carpet tiles.
 - g. Install new vinyl base to match existing at areas not covered by bookcases.
 - h. Check air flow balance and pressure and install remote temperature sensors in each of the two rooms if needed.
 - i. Provide switch and power for owner furnished/owner installed ceiling fan in Study Room.
 - j. Install owner furnished wall covering (approx. 500 SF) in Periodicals Room at wall areas above the bookcases, at each side of the new cased opening and at the perimeter ceiling drywall soffit. An allowance of \$2,000.00 is included for installation.

Qualifications and Exclusions:

1. All existing furniture and bookcases will be removed by others before work commences and reinstalled after work is complete.
2. Ceiling tiles and grid in the Study Room are existing to remain.
3. The height of the new openings will be determined by the height of the existing soffit (approx. 6'-10") and not 7'-0" H as shown on the plans.
4. Corner bead will be installed at all openings, no wood casing is included.
5. We assume that the HVAC duct in the existing soffit will not interfere with the header framing required for the new openings. Any modifications would be an additional charge.
6. Material testing and abatement are excluded.

_____ Initial

7. Any and all low voltage/camera scope are excluded and will be provided and installed by others.

Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 3,309.04
2. Demolition	\$ 6,790.26
3. New Construction	\$ 24,953.32
Subtotal	\$ 35,052.63
Mark-up 14%	\$ 4,907.37
Contingency 10%	\$ 4,500.00
Project Team	\$ 5,220.00
Bond	excluded
Gross Maximum Price (GMP)	\$49,680.00

Exhibit C: Basic Schedule

Project Management Information System (PMIS) will not be required for this project.
Project will take approximately 5-6 weeks to complete.
Procurement will begin promptly after the issuance of the notice to proceed/work authorization.

Exhibit D: Construction Team

Owner's Representative: Chet Cramer (City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Project Manager: Philip Rapalje
Project Engineer: Erika White
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Jes Pedersen
Administrative Assistant: Laura Faden

Exhibit F: Sub-Contractors

N/A

ATTACHMENT #2

Appendix A

Lake County Library Impact Fees – PROJECT APPLICATION

Appendix A

Lake County Library Impact Fees

PROJECT APPLICATION

Application Deadline: March 1

1. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

City of Mount Dora Manga Collection

B. APPLICANT ADDRESS

Street 1995 N. Donnelly Street PO Box if applicable _____

City Mount Dora Zip Code 32757

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1. County library impact fee is assessed within municipality, or

 x municipality collects local library impact fee which is equal to or greater than county library impact fee, or

 municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.

2. x Municipality has a library which is a member of the Lake County Library System, or

 is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)

Patrick C. Comiskey
Signature

Patrick C. Comiskey, City Manager
Name and Title

2. LIBRARY INFORMATION

A. NAME OF LIBRARY W.T. Bland Public Library

B. LIBRARY ADDRESS x Current Future

Street 1995 N. Donnelly Street City Mount Dora Zip 32757

Yes x No

Fax _____ E-mail lundayc@cityofmounddora.com

Other (describe) _____

Other (Describe) _____

X Yes

____ No Year of 1st Request _____

B. Has project previously received funding from library impact fees?

____ Yes x No

If Yes, was the project request ____ partially or ____ fully funded?

Year/s _____ Amount \$ _____

11. PROJECT NARRATIVE – (No more than 3 pages, Maximum of 30 points)

- a. Briefly describe project (0-5)
- b. Include justification for use of impact fees (0-5)
- c. Establish need for the project (0-5)
- d. Describe how the project will benefit the local community (0-5)
- e. Describe how the project will benefit county-wide library service (0-5)

The City of Mount Dora is requesting that Lake County Library Impact Fee monies contribute \$11,000 toward the total project cost of \$22,000, which is a 50% contribution, for a new stand-alone manga collection at the W.T. Bland Public Library. The Library's manga holdings are virtually non-existent, with approximately only 60 titles in Koha. This addition will expand the Library's manga inventory to approximately 1,200 items. This new collection size is more on par with the manga collections of Leesburg Public Library (969 volumes) and Cooper Memorial Library (1,355 volumes).

The W.T. Bland Public Library was built in 1995 and expanded from 15,000 sq. ft. to 22,666 sq. ft. in 2012. At the time of the expansion, a 500 sq. ft. Young Adult Room was added, which was an expansion from an alcove. A modest graphic collection was included on the shelving in this room, equaling about 100 volumes. The Young Adult Room was remodeled in 2015 and then again in 2021, but is at capacity, with no display room for a manga collection.

The Library's graphic novel collection was overhauled four years ago and was moved to two stand-alone displays outside the Young Adult room. This collection, which now numbers over 500 titles, has grown from approximately 50 circulations per month to over 200. There are approximately 60 manga titles in this collection, which will be moved to the new collection. The new collection will be housed on existing shelving needing minor reconfiguration, which will become vacant due to the Children's Library Expansion project.

Like all members of the Lake County Library System, the Mount Dora Library serves far more than just its city's residents. Of the over 12,000 holders of the Mount Dora (22083) library card, only 55% actually live in Mount Dora. For fiscal year 2020-21, nearly 48% of all Mount Dora's circulation was initiated by non-Mount Dora residents. This places a heavy burden on Mount Dora's collection and is the justification for this funding application.

The Library's juvenile manga collection consists of only 30 titles. It will be significantly expanded in 2021-22, thanks to the Children's Library Expansion project, which is partially funded by the

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION

Lake County Library Impact Fee funding program. The juvenile collection will remain separate from the proposed new manga collection.

The lack of any real manga collection at the Mount Dora Library is a significant deficit. The Library's children's collection routinely circulates at the second highest level in Lake County, second only to Clermont, at approximately 3,000 to 7,000 checkouts per month. Manga is an important format to offer to tweens and teens. At libraries with significant manga collections, approximately 80% of the borrowers of this genre are between the ages of 10 and 19 years old. Offering a full collection of manga will benefit not only Mount Dora families but will also place an extensive new collection in the hands of all Lake County young readers.

f. Provide an itemized cost estimate for equipment requests (0-5)

Manga Collection	Quantity	Price Per	Total
COLLECTION			
Approximately 1,100 managa titles	1,100	\$ 19.00	\$ 20,900
SHELVING			
Shelving configuration			\$ 1,100
TOTAL PROJECT COST			\$ 22,000
Mount Dora Library Impact Fee	50%		\$ 11,000
LCLS Library Impact Grant Request	50%		\$ 11,000

The application is requesting one-half the cost of the new 1,100 item collection (\$10,450) and one-half the cost of the shelving configuration to house these items (\$550), which are detailed on the above itemized cost estimate. The total project application requested amount is \$11,000, which is 50% of the \$22,000 project.

12. **APPLICANT PRIORITY RANKING** (If requesting more than one project) 1

13. **INITIAL YEAR OF PARTICIPATION** 1986

14. **COMPLETED BY:** Cathy Lunday **DATE:** 1-6-22

RETURN THIS FORM TO: DIRECTOR OF THE LAKE COUNTY OFFICE OF
LIBRARY SERVICES
2401 Woodlea Road, Tavares, FL 32778

Staff Use Only

Project Rating _____ Project Ranking _____
Recommended Level of Funding _____

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION

Approved Level of Funding _____
Comments _____



CITY OF MOUNT DORA

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

DATE: February 15, 2022

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 2022 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:

Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached are the Week 3 and Week 4 Legislative Session reports and the January 2022 report.

Budget Impact:

Lobbyist Activities are funded in account 421-5360-531-00-00 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. Newsletter 2022 Session- Week 3
2. Newsletter 2022 Session- Week 4
3. Mount Dora January 2022 Report

Prepared by: Merry Lovern , Executive Assistant

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

Approved - 2/10/2022

Final Approval - 2/10/2022

2022 Legislative Session – Week 3

Economic Outlook & Budget Update

The Legislature’s Office of Economic and Demographic Research released a report last Friday (1/21) as part of their Revenue Estimating Conference, which sets revenue expectations for the Legislature.

The report contained all good news for the Legislature as they begin to build their budget, and stated “revenue collections over the past five months have far exceeded expectations and the economic fundamentals.” According to the report, the two-year combined increase for FY 2021-22 and FY 2022-23 adds nearly \$4.0 billion to the prior forecast. As with other recent forecasts, by far the largest adjustment relates to Sales Tax. The anticipated gain to General Revenue is \$2.539 billion in FY 2021-22 and \$732.9 million in FY 2022-23, with all six sales tax categories seeing increases in both years.

The Conference also noted, apart from Sales Tax, the greatest gain to the forecast comes from the Documentary Stamp Tax.

The House and Senate Appropriations Subcommittees are expected to release their initial budgets this coming week. From there, the House and Senate will meet during budget conference, a few weeks from now, to negotiate the differences. We will, of course, keep you apprised with updates on appropriations projects as we get more information.

Sovereign Immunity

SB 974 (Gruters) & HB 985 (Beltran) revise the statutory limits on liability for tort claims against the state and its agencies and subdivisions. On Thursday, an amendment was filed in the Senate to SB 974 to increase the current statutory limits for claims of \$200,000 per person and \$300,000 per incident to \$300,000/\$400,000.

If adopted, the proposed amendment states that beginning January 1, 2032, and on January 1 every 10 years thereafter, the limitations of liability will be adjusted, rounded to the nearest \$10,000, to reflect changes in the Consumer Price Index (CPI).

**January 28, 2022
2022 Legislative Session
Week 3**

Important Dates

50th Day Rule (Senate)- Last day for regularly scheduled committee meetings
March 1st, 2022

60th Day- Last Day of Regular Session
March 11th, 2022

[Link to Florida Senate Calendar](#)

[Link to Florida House Calendar](#)

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HB 985 has not been amended, so the House version still increases the limits to \$1 million per person and eliminates the per-incident cap, which is significantly problematic for local governments.

SB 974 is on the agenda Monday (1/31) in Judiciary. This is the Senate bill's first of three committees of reference. HB 985 (Beltran) is on the agenda in Appropriations, its second of three committees, also on Monday (1/31).

Affordable Housing

The Florida Senate is quickly moving SB 1150 (Rodriguez (A)) through the process which would offer tax incentives for developers who build affordable housing complexes. The proposal would allow local governments to create a tax exemption for property used for multifamily affordable housing projects with 50 or more units where at least 10 percent are used for affordable housing. The exemption would be capped at 75 percent of the assessed value of the property unless all of the units are used for affordable housing, then the entire property can be exempt.

SB 1150 was heard on Thursday in the Finance and Tax Committee, its second of three committees of reference, and received unanimous support. The House companion, HB 495, has not been in heard committee.

Bills of Interest

HB 105 (Fine, Altman) & SB 224 by Gruters- Regulation of Smoking by Counties and Municipalities

The legislation would allow cities and counties to restrict smoking within the boundaries of any public beach or park they own. HB 105 was heard on Tuesday in the House Professions & Public Health Subcommittee and voted out favorably. The House bill still has two more committee stops. SB 224 has been considered in one of three committees of reference.

SB 536 (Diaz) & HB 337 (McClain) – Administrative Procedures

SB 536 was reported favorably by the judiciary and is now referred to the Appropriations Committee. This bill amends the Administrative Procedures Act (APA). APA was originally adopted to produce comprehensive and uniform administrative processes, or framework, to govern executive branch agency actions. It also extends opportunities to citizens to be involved and challenge agency decisions. The act contains a uniform set of procedures that agencies must follow when exercising rulemaking authority assigned by the Legislature. This bill applies certain provisions applicable to any and all rules other than emergency rules to repromulgated rules. It requires an agency to provide notification of a regulatory alternative to the Administrative Procedures Committee within a specific timeframe, as well as requiring a copy of any proposal for a lower cost regulatory alternative to the committee from the specific agency within a certain timeframe. The agency is expected to review the rules and repromulgation of rules that do not entail substantive changes within a certain timeframe, and are required to recognize and describe each new rule it plans to create, adopt, or repeal during the forthcoming year in the annual

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regulatory plan to specific committees. This bill amends the following sections of the Florida Statutes: 120.52, 120.54, 120.541, 120.545, 120.55, 120.74, 120.80, 120.81, 420.9072, 420.9075, and 443.091. This bill creates section 120.5435 of the Florida Statutes. HB 337 by McClain is the House companion and is also in the Appropriations Committee.

SB 828 (Hutson) & HB 1147 (Giallombardo) – Critical Infrastructure

SB 828 requires that asset owners ensure that the operation and maintenance of operational technology meet the specified standards and practices on a specified date, as well as authorizing the Department of Law Enforcement to institute appropriate legal proceedings against a business, service provider, or another person or entity that violates the act., . It has been referred to Governmental Oversight & Accountability, Military & Veterans Affairs, Space, & Domestic Security, and Senate Rules. This act is currently being cited as the “Critical Infrastructure Standards and Procedures Act”. This bill is meant to prevent cybersecurity incidents that affect daily life, public safety, the environment, and economic viability across sectors. HB 1147, similarly, plans to decrease the number of cybersecurity attacks that negatively impact many aspects of a business. Both bills are inspired the recent increase in cybersecurity intrusions; such as the hacking of the public water system in Oldsmar, and the hacking and shutdown of the Colonial Pipeline by the criminal enterprise “Darkside” in 2021. Neither of these bills has been heard in committee.

2022 Legislative Session – Week 4

The House and Senate both released their initial budgets this week. The Senate released an initial proposed budget of \$108.6 billion dollars. The breakdown of just some of those figures includes: \$31.2 Billion for Human Services; \$40.3 Billion for Criminal Justice & Corrections; \$15.1 Billion for Infrastructure; \$ 18.3 Billion for General Government; and \$4.5 Billion for the Judicial Branch. The House proposed an initial budget of \$105.3 Billion, their breakdown is as follows: \$28 Billion for Education; \$47.1 Billion for Human Services; \$5.3 Billion for Criminal Justice and Corrections; \$17 Billion for Infrastructure; \$7.3 Billion for General Government; and \$635 Million for the Judicial Branch. Obviously many differences between the two as of today, that will change over the course of the next five weeks.

Bills of Interest

SB 962 (Bradley) & HB 981 (Payne) Residential Development Projects for Affordable Housing

SB 962 and HB 981 expand the exception to zoning by allowing a county or municipality to approve the development of affordable housing on parcels zoned for residential use, commercial use, or industrial use. The bills allow for the approval of residential development projects containing affordable housing, including mixed-use residential development projects, for parcels that are zoned for commercial or industrial use. The bills permit the board of county commissioners or the governing body of a municipality to approve a residential development project, including a mixed-use residential project, in these zones as an exception to zoning requirements provided that at least 10 percent of the units included in the project are for affordable housing and the developer agrees not to apply for or receive funding from SAIL.

SB 962 passed its last committee of reference on Thursday, February 3rd. It is now ready for consideration by the full Senate. The House companion, HB 981, also passed its last committee of reference this week and will now be sent to the House floor.

SB 7042 (Regulated Industries) Community Association Building Safety

SPB 7042 establishes a mandatory milestone inspection program for residential condominium and cooperative buildings. A milestone inspection is defined by the bill as a structural inspection of a building by a Florida-licensed architect or engineer for the purposes of attesting to the life safety

**February 4, 2022
2022 Legislative Session
Week 4**

Important Dates

50th Day Rule (Senate)- Last day for regularly scheduled committee meetings
March 1st, 2022

60th Day- Last Day of Regular Session
March 11th, 2022

[Link to Florida Senate Calendar](#)

[Link to Florida House Calendar](#)

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and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building.

Under the bill, residential condominium and cooperative buildings that are three stories or more in height feet to have a milestone inspection once the building reaches 30 years in age, and every 10 years thereafter. If the building is within three miles of coastline, the milestone inspection must be conducted when the building reaches 20 years of age, and every 7 years thereafter. Inspections must be done by a licensed architect or engineer. The bill provides a two-phase milestone inspection process consisting of a phase-one visual inspection and a phase-two structural inspection, which may involve more intensive destructive and nondestructive testing, if the phase-one visual inspection identifies structural distress. Local governments may prescribe timelines and penalties with respect to compliance.

SPB 7042 is in its last committee of reference, the Senate Appropriations Committee. SB 1702 (Bradley) dealing with mandatory building inspections is similar legislation. The House has not moved similar substantive legislation. Representative Geller has filed HB 1391, Community Associations' Building Inspections, which has not moved in committee.

HB 7055 (State Administration and Technology Appropriations Subcommittee) Cybersecurity

HB 7055 enacts the "State Cybersecurity Act" and requires the Florida Digital Service (FLDS) and the heads of state agencies to meet certain requirements to enhance the cybersecurity of state agencies. Currently, state agencies must provide cybersecurity training to their employees, report cybersecurity incidents, and adopt cybersecurity standards. However, there are no such requirements for counties and municipalities.

Current law regarding state or local government cybersecurity does not specifically address ransomware, which is a form of malware designed to encrypt files on a device, rendering any files unusable. Malicious actors then demand ransom in exchange for decryption. The bill prohibits state agencies and local governments from paying or otherwise complying with a ransomware incident.

The bill requires counties and municipalities (local governments) to: Require cybersecurity and ransomware incidents to the sheriff and State Watch Office (SWO) within the Division of Emergency Management; Submit after action reports to FLDS following a cybersecurity or ransomware incident; Require employees to undergo certain cybersecurity training within 30 days of employment and annually thereafter; and Adopt cybersecurity standards that safeguard the local government's data, information technology (IT), and IT resources.

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HB 7055 has not yet been assigned committee references.

SB 1194 – Local Tax Referenda Requirements (Boyd)

SB 1194 requires referenda elections related to tourist developments taxes, tourist impact taxes, and children’s services and independent special district property taxes to be held on the day of a general election called by the applicable local governing body. Such elections could be special elections or may be held in conjunction with other local elections, primary elections, or general elections. It has been amended to incorporate each individual tax referendum to be held in a general election. The committee substitute removed unnecessary conforming language relating to a referendum to approve Charter County and Regional Transportation System Sales Surtaxes to a 2019 law requiring that such referenda be held at general elections. The bill substantially amends the following sections of the **Florida Statutes: 125.0104, 125.0108, 125.901, 200.091, 200.101, 336.021, 336.025, and 1011.73.**

SB 1194 is in its final committee of reference, the Senate Appropriations Committee. The House companion, HB 777, is in State Affairs.

HB 105 – Regulation of Smoking by Counties and Municipalities (Fine)

HB 105 authorizes counties and municipalities to further restrict smoking within boundaries of public beaches and public parks under certain circumstances. It changes the title of the “Florida Clean Indoor Air Act” to the “Florida Clean Air Act” to account for the wider application of the act proposed in the bill. It also changes the title of Part II of Chapter 386, F.S., from “Indoor Air: Smoking and Vaping” to “Smoking and Vaping”. This bill also amends the FCIAA to allow counties and municipalities to restrict smoking within the boundaries of their owned public spaces such as beaches or parks. The FDA leaves the power of smoking or vaping in public places to the states, while the Florida Legislature enacted FCIAA in 1985 to protect the public health and environment by creating areas in public places and at public meetings that were free from tobacco smoke.

HB 105 is in its final committee of reference, the Health and Human Services Committee. SB 224, by Gruters, the Senate companion bill will be heard next week in its second of three committee references, the Senate Environment and Natural Resources Committee.

HB 1185 - Legislative Review of Proposed Regulation of Unregulated Functions (Plakon)

Florida’s sunrise review statute, which was enacted in 1991, is called the Sunrise Act. The Sunrise Act requires the Legislature to consider certain factors before determining whether to regulate an unregulated profession or occupation. Those factors include:

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- Whether the unregulated practice of the profession or occupation will substantially harm or endanger the public health, safety, or welfare;
- Whether the practice of the profession or occupation requires specialized skill or training;
- Whether the regulation will have an unreasonable effect on job creation or job retention in the state;
- Whether the public is or can be effectively protected by other means; and
- Whether the overall cost-effectiveness and economic impact of the proposed regulation, including the indirect costs to consumers, will be favorable.

The bill amends the Sunrise Act to:

- Provide that the Sunrise Act also applies to legislation that substantially expands regulation of an already regulated profession or occupation;
- Require proponents of a regulation to provide certain information to the President of the Senate, the Speaker of the House of Representatives, and the state agency that is proposed to have jurisdiction of the regulation, no later than 30 days prior to the session in which the legislation is to be filed; and
- Require the state agency proposed to have jurisdiction to provide certain information to the President of the Senate, the Speaker of the House of Representatives, and the proponents of the regulation within 25 days after receiving the legislation.

HB 1185 is in its third of four committee stops. The Senate companion, SB 1276, has not been heard in any committee.

February 10, 2022

City of Mount Dora January Activity Report

The Senate and House on Friday, February 4th, both released proposed General Appropriations bills, (SB 2500, PCB APC 22-01 which will become HB 5001) and other budget-related bills for the upcoming fiscal year.

The proposals were heard on Wednesday, February 9th, in the Senate and House Appropriations Committees and voted out favorably. The respective budgets will be considered on the floor, most likely next week (week 6), setting the House and Senate up for budget conference in the next few weeks. Budget conference is where the House and Senate will negotiate the differences in their budgets.

Both respective chambers' budgets slightly surpass the governor's proposed budget of \$99.7 billion. The Senate proposed \$108.6 billion while the House is proposing almost \$105.3 billion.

City of Mount Dora Projects-

SB 2500

City of Mount Dora Fire Station 34/Fire Administration/EOC

HB 2499 by Rep Truenow & LFIR 1731 by Senator Baxley

The project is funded in the initial Senate budget at \$500,000. The project is **not** in the initial House budget.

HB 5001

Hilltop Drainage Improvements

HB 2497 by Rep Truenow & LFIR 1732 by Senator Baxley

The project is funded in the initial House budget at \$103,836. We requested \$207, 671. The project is **not** in the initial Senate budget.

We are in a good position going into budget conference in a few weeks, and we will continue working with the sponsor, staff, and budget chairs for inclusion of the projects in the final budget.

Communications

- Merry Lovern
 - FLC's Legislative Action Days
- Meeting with Representative Truenow to discuss Mount Dora Priorities
- Correspondence with Representative Truenow's staff re Appropriations Projects
- Meeting with Senator Baxley re Appropriations Projects
- Drafted and emailed talking points for projects to House and Senate staff
- Meeting with Alex Kelly, Deputy Chief of Staff to Governor DeSantis re Mount Dora's Job Growth Grant application

Next Steps

- Continue communication with SJRWMD on cost share application next steps.
- Continue to update Mount Dora on Grant Opportunities
- Follow-up with DEO re Job Growth Application
- Continue to advocate for Mount Dora's projects with House and Senate project sponsors and Appropriations Budget Chairs for inclusion in the final budget.

Ryan Matthews/Angela Drzewiecki