



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

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
May 3, 2022, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

- | | |
|---|---|
| 1. 2022 Building Safety Month Proclamation | 4 |
| 2. Presentation of the American Public Power Association's RP3 Award to Mount Dora Electric Utility | 7 |
| 3. Public Works Facility Design Review | 9 |

PUBLIC COMMENTS

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

APPROVAL OF AGENDA

BOARD APPOINTMENTS

CONSENT AGENDA

- | | |
|--|----|
| 1. Request Approval of Amended and Restated Agreement Between City of Mount Dora and the Mount Dora Historical Society | 10 |
| 2. Request Approval of Resolution No. 2022-30, Support of or Opposition to Legislation | 28 |
| 3. Request Approval of Meeting Minutes | |
| - April 19, 2022 Regular City Council Minutes | 33 |
| - April 19, 2022 Northeast CRA Governing Board Minutes | |

ACTION ITEMS

- | | |
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| 1. Request approval of Resolution No. 2022-28, for a Fireworks Display at the July 3, 2022, Freedom on the Waterfront Event | 45 |
| 2. Request approval of Resolution No. 2022-29, for a Fireworks Display at the July 30, 2022, Last Call Mount Dora Summer Concert Event | 49 |
| 3. Discussion and Direction Pertaining to City Boards and Committees | 53 |
| 4. Discussion in Relation to the Dangerous Use of Public Right-of-Way Ordinance Proposed by Lake County Commissioner Kirby Smith | 55 |

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

- | | |
|--|----|
| 1. Request for City Council Review and Discussion of the Second Draft Ordinance (With Redline Changes) for the Building Height Charter Amendment | 65 |
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CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Councilmember Doug Bryant
- Councilmember John Cataldo
- Councilmember Austin Guenther
- Councilmember Cal Rolfson

- Councilmember Nate Walker
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- May 16, 2022, 10:30 AM, Work Session
- May 17, 2022, 6:00 PM, Regular Session
- June 7, 2022, 6:00 PM, Regular Session
- June 21, 2022, 6:00 PM, Regular Session

ADJOURNMENT

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

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



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

DATE: May 3, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: 2022 Building Safety Month Proclamation

Introduction:

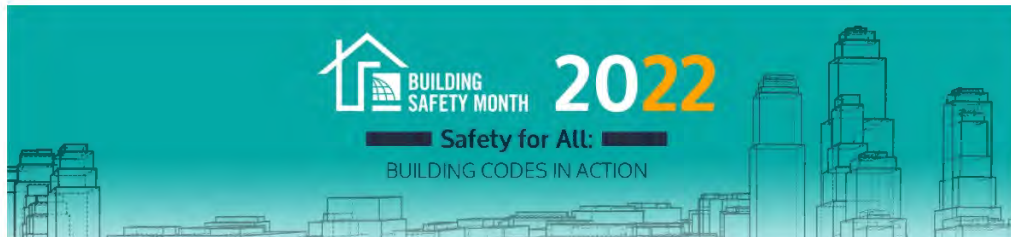
This is a request for the Proclamation recognizing Building Safety Month 2022 to be read into record.

Discussion:

Building Safety Month is an international campaign celebrated in May to raise awareness about building safety. The International Code Council, its members, and a diverse partnership of professionals from the building construction, design, and safety communities come together with corporations, government agencies, professional associations, and nonprofits to promote building safety through proclamations, informational events, legislative briefings, and more. The City supports Building Safety Month because the residents, businesses, and visitors understand the need for safe and sustainable structures where we live, work, and play.

All communities need building codes to protect their citizens from disasters like fires, weather-related events, and structural collapse. Building codes are society's best way of protecting homes, offices, schools, manufacturing facilities, stores, and entertainment venues. Code officials work day in and day out to keep the public safe.

"Safety for All: Building Codes in Action" is the theme for Building Safety Month 2022.



Budget Impact:

N/A

Strategic Impact:

GOAL 1: Economic Development

GOAL 2: Infrastructure / Public Safety

Recommendation:

Presentation only.

Attachment(s):

1. Proclamation Building Safety Month May 2022

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Vince Sandersfeld, Planning and Development Director
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 3/30/2022

Approved - 4/26/2022

Approved - 4/26/2022

Final Approval - 4/27/2022



PROCLAMATION

WHEREAS, Mount Dora is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, tornadoes, wildland fires, and floods, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS, "*Safety for All: Building Codes in Action*," the theme for Building Safety Month 2022, encourages us all to raise awareness about planning for safe and sustainable construction; career opportunities in building safety; understanding disaster mitigation, energy conservation; and creating a safe and abundant water supply to all of our benefit, and;

NOW, THEREFORE, I, Crissy Stile, Mayor of the City of Mount Dora, Florida, do hereby proclaim May 2022 as

BUILDING SAFETY MONTH

In the City of Mount Dora, and hereby encourage all citizens to join us as we participate in Building Safety Month activities.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 3rd day of May, 2022.

Crissy Stile, Mayor

ATTEST:

Jessica Burnham, City Clerk



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

DATE: May 3, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Presentation of the American Public Power Association's RP3 Award to Mount Dora Electric Utility

Introduction:

Mount Dora Electric Utility has been designated a Reliable Public Power Provider (RP3) which is given by the American Public Power Association. This designation recognizes public power utilities that exhibit operational excellence and demonstrate leading practices in Reliability, Safety, Workforce Development, and System Improvement.

Discussion:

Mount Dora Electric Utility has been nationally designated as a Reliable Public Power Provider (RP3) which is given by the American Public Power Association. This designation recognizes public power utilities that exhibit operational excellence and demonstrate leading practices in Reliability, Safety, Workforce Development, and System Improvement. This designation is a well respected award for public utilities across the nation and is not easy to obtain. The designees must complete a demanding application process over the course of several months. These applications are reviewed and scored by an 18 member panel comprising of national utility experts in safety, transmission, distribution, and system planning. A minimum score must be received in order to achieve the designation status.

Currently, only about 275 of the nation's more than 2,000 public power utilities hold the RP3 designation recognizing them for providing communities with the highest degree of reliable and safe electric service. This designation recognizes not-for-profit public power utilities that exhibit operational excellence and demonstrate leading practices in the following:

Reliability - The reliability of an electric system goes beyond keeping the lights on. It also involves important steps like collecting and analyzing reliability data, having a mutual aid agreement, and committing to cyber and physical security.

Safety - Industry leaders aim to create a culture of safety at each utility, ensuring safe standards

for employees and customers. Commitment to safety must begin with top management, adherence to a thorough safety manual, and should be included in all aspects of operations.

Workforce Development - Dedicated employees are the key to a great utility. Offering professional development and networking opportunities helps show employees that they are valued, while succession planning and recruitment efforts ensure continuity in a changing workforce.

System Improvement - Utilities maintain the integrity of their systems and promote long-term planning by keeping an eye on the future through research and development and a commitment to system betterment programs, which can help utilities provide reliable services in the future.

The RP3 designation lasts for three years, starting on March 28, 2022, when designations were conferred at the American Public Power Association's Engineering and Operations Technical Conference. Through the RP3 program, utilities have a chance to learn, grow, and improve, as well as serve as an example for others striving for excellence.

Budget Impact:

No Budget Impact

Strategic Impact:

Providing an Electric Utility that strives for operational excellence

Recommendation:

Presentation only

Attachment(s):

Prepared by: Steve Langley, Electric Utility Director

Reviewed by: Wayne Zimmerman, Deputy Electric Utility Director
Steve Langley, Electric Utility Director
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 3/15/2022

Approved - 3/15/2022

Approved - 4/25/2022

Final Approval - 4/26/2022



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

DATE: May 3, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Public Works Facility Design Review

Introduction:

This is an opportunity for City Council to receive updated information regarding the Public Works Facility project.

Discussion:

The Project Management team, along with representatives from the City's architectural design firm, ADG, and CMAR, Ajax, will present the updated design development of the Public Works Facility and receive input from City Council.

Budget Impact:

N/A

Strategic Impact:

Infrastructure.

Recommendation:

City Council receive information presented and provide feedback to staff, ADG, and Ajax.

Attachment(s):

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

Approved - 4/15/2022
Approved - 4/25/2022
Approved - 4/26/2022
Final Approval - 4/26/2022



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

DATE: May 3, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Amended and Restated Agreement Between City of Mount Dora and the Mount Dora Historical Society

Introduction:

This is a request for City Council to approve the amended and restated agreement between the City of Mount Dora and the Mount Dora Historical Society.

Discussion:

The City of Mount Dora has long worked with the Mount Dora Historical Society ("MDHS") to preserve Mount Dora's rich history. As part of the ongoing mutually beneficial relationship, the City historically paid \$1,800 in annual utility fees for the History Museum downtown, which were added to the Library's monthly utility bill. This line item appeared in the City's Simpson Farmhouse budget because the MDHS was housed there, until the farmhouse was deeded to the City in 2008 (after its 1993 move from downtown to its current location). Additionally, the City paid the MDHS \$4,050 annually for its operation of the History Museum, which included preserving the City's artifacts, promoting the City's history and operating public hours. Both the City and MDHS have been unable to locate any earlier agreement pertaining to this.

On November 6, 2019, the City and MDHS entered into a one-year agreement, which defined the role of the Historical Society and memorialized the City's annual financial contribution to MDHS in the amount of \$5,850 (see Attachment #1). As it is in the best interest of the parties, the City and MDHS wish to amend and restate the original agreement, the term of which is to begin retroactively on October 1, 2020, and automatically renew each year on October 1, unless and until terminated by one of the parties.

Budget Impact:

The agreement with MDHS will be funded in GL 001-5555-580.82-01 Grants in Aid.

Strategic Impact:

Mount Dora Historical Society acts as the custodian and historian for the papers and artifacts related to the history of Mount Dora. Support of MDHS aids in the preservation of vital historical resources of Mount Dora.

Recommendation:

City Council approve the Amended and Restated Agreement between City of Mount Dora and the Mount Dora Historical Society.

Attachment(s):

1. Attachment #1 - Agreement Between Mount Dora Historical Society and the City of Mount Dora
2. Amended and Restated Agreement.MDHS.SGS

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Cathy Lunday, Library Manager
Rita Meade, Deputy Finance Director
Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 4/19/2022

Approved - 4/19/2022

Approved - 4/26/2022

Approved - 4/26/2022

Approved - 4/26/2022

Final Approval - 4/27/2022

ATTACHMENT #1

AGREEMENT

THIS AGREEMENT is made by and between the City of Mount Dora, Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY", and the Mount Dora Historical Society, Inc., 450 Royellou Lane, Mount Dora, Florida 32757, hereinafter referred to as "MDHS".

WITNESSETH

WHEREAS, the CITY has a vested interest in preserving its rich history; and

WHEREAS, MDHS operates a historical museum in the downtown core of the City of Mount Dora and serves as the custodian and historian for the papers and artifacts related to the history of Mount Dora; and

WHEREAS, the CITY has determined that MDHS provides a vital benefit to the citizens of and visitors to the City of Mount Dora and desires to provide monetary support to MDHS pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall extend from the date of execution by the CITY through September 30, 2020, and may be extended in the best interest of the parties.

SECTION 3. OBLIGATIONS OF MDHS.

- A. MDHS operates the Mount Dora History Museum and preserves, researches and verifies history and historical artifacts regarding the City of Mount Dora.
- B. MDHS serves as a representative "spokesperson" as to historical events and is available to citizens, groups and clubs for ongoing presentations related to Mount Dora's history.
- C. MDHS presents historical programs for interested citizens in partnership with CITY employees, fostering goodwill and positive acknowledgments of the CITY's history.
- D. MDHS is an active partner with the CITY in the Mount Dora Archives and its Board of Directors invites at least one CITY employee to serve as an officer on the Board.
- E. It is agreed and understood that MDHS shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully provide the obligations set forth herein.

- F. It is agreed and understood that MDHS and its employees, volunteers, contractors, and the like, shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully provide the obligations set forth herein.
- G. MDHS expressly agrees and understands that the City of Mount Dora shall have no responsibility or liability, whatsoever, stemming from its agreement to provide financial support to MDHS.
- H. MDHS shall purchase and maintain, at its own expense, general liability insurance, workers' compensation coverage and any and all other coverage deemed necessary by the CITY. All insurance coverage shall be with an insurer approved by the CITY and licensed by the State of Florida to engage in the business of writing insurance. The CITY shall be named on the foregoing insurance policies as "additional insured." MDHS shall cause its insurance carriers to furnish insurance certificates and endorsements, satisfactory to the CITY, specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days prior written notice to the CITY in compliance with other provisions of this Agreement. MDHS shall continuously maintain such insurance in the amounts, type and quality as required by the CITY.

SECTION 4. FINANCIAL SUPPORT.

Within thirty (30) days after receipt of an itemized invoice from MDHS which includes a detailed report showing the expenditure of funds received from the CITY in the immediate prior fiscal year, the CITY shall remit payment in an amount not to exceed Five Thousand Eight Hundred Fifty Dollars (\$5,850.00) toward the reimbursement of operating expenses and electric utilities for the historical museum facility. Payments made 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 payment to the MDHS as set forth herein.

SECTION 5. RELATIONSHIP OF THE PARTIES.

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the MDHS be considered an agent or representative of the City of Mount Dora for any purpose whatsoever.

SECTION 6. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the MDHS, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and

taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The MDHS will retain sole and absolute discretion in the judgment of the manner and means of carrying out the MDHS's activities and responsibilities hereunder.

SECTION 7. INDEMNIFICATION.

MDHS agrees to be liable for any and all damages, losses, and expenses incurred, by the City of Mount Dora, caused by the acts and/or omissions of MDHS, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like, stemming from the operation of the historical museum for which the CITY is providing financial assistance. MDHS agrees to indemnify, defend and hold the City of Mount Dora 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 MDHS, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, through and including any appeals, stemming from the operation of the historical museum for which the CITY is providing financial assistance. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 8. ENTIRE AGREEMENT.

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

SECTION 9. 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 10. ASSIGNMENT.

This Agreement shall only be assignable by MDHS upon the express written consent of the CITY.

SECTION 11. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States,

the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 12. **WAIVER.**

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

SECTION 13. **FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA, or any other cause or event beyond the control of and without the fault of either party.

SECTION 14. **NOTICE.**

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

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

MDHS: Mount Dora Historical Society, Inc.
 450 Royellou Lane
 Mount Dora, Florida 32757

SECTION 15. **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 16. **HEADINGS.**

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

SECTION 17. **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 18. **ANTI-DISCRIMINATION.**

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by the City of Mount Dora in connection with any aspect of the services provided by MDHS.

SECTION 19. **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: GWEN JOHNS
510 NORTH BAKER
STREET MOUNT DORA,
FL 32757 (352) 735-7126
JOHNSG@CITYOFMOUNTDORA.COM**

B. MDHS agrees to comply with public records laws as it pertains to this agreement, specifically to:

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as

authorized by law, for the duration of the contract term and following completion of the contract if the MDHS does not transfer the records to the CITY.

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

SECTION 20. **APPLICABLE LICENSING.**

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

SECTION 21. **COMPLIANCE WITH ALL LAWS.**

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

SECTION 22. **EQUAL OPPORTUNITY EMPLOYER.**

The MDHS is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. It is noted here that the Mount Dora History Museum building is not ADA-compliant and is not required to become ADA-compliant because of the physical limitations of the 1923 building. The MDHS will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 23. **AUDITING, RECORDS, AND INSPECTION.**

MDHS 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 MDHS, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the MDHS has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 24. **USE OF CRA NAME, LOGO AND/OR SEAL.**

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

Signatures on following page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 16 day of November, 2019.

CITY OF MOUNT DORA

Robin R. Hayes

Robin R. Hayes, City Manager
Pursuant to City of Mount Dora
Resolution 2017-150, Delegation of
Authority Policy dated July 16, 2018

ATTEST:

Gwen Keough-Johns

GWEN KEOUGH-JOHNS, MMC
CITY CLERK

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

Sherry G. Sutphen
Sherry G. Sutphen
City Attorney

MOUNT DORA HISTORICAL
SOCIETY, INC.

Janet Westlake

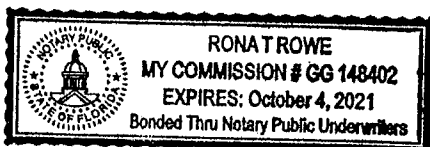
Print: Janet Westlake

Title: President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was executed before me this 29th day of October, 2019, by Janet Westlake, as President of Mt. Dora Historical Society who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the MDHS, and who is personally known to me OR has produced FL DL as identification.

(stamp)



Ron A. Rowe
NOTARY PUBLIC

AMENDED AND RESTATED AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT is made by and between the City of Mount Dora, Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and the Mount Dora Historical Society, Inc., 450 Royellou Lane, Mount Dora, Florida 32757 hereinafter referred to as the “MDHS”.

WITNESSETH:

WHEREAS, the CITY has a vested interest in preserving its rich history; and

WHEREAS, MDHS operates a historical museum in the downtown core of the City of Mount Dora and serves as the custodian and historian for the papers and artifacts related to the history of Mount Dora; and

WHEREAS, the parties entered into an Agreement which expired on September 30, 2020, related to MDHS’s operation of a historical museum and its custodial and historian responsibilities for the papers and artifacts related to the history of Mount Dora; and

WHEREAS, the CITY has determined that MDHS provides and has continued to provide a vital benefit to the citizens of and visitors to the City of Mount Dora and desires to continue provide monetary support to MDHS pursuant to the terms and conditions set forth in this Amended and Restated Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of the original Agreement between the parties ended on September 30, 2020; however, MDHS continued to fulfill the obligations of the original Agreement and the parties continued to operate under the terms and conditions of the original Agreement. The term of this Amended and Restated Agreement shall begin retroactively back to October 1, 2020, and shall automatically renew each year on October 1, unless and until terminated by one of the parties in accordance herewith.

SECTION 3. OBLIGATIONS OF MDHS.

- A. MDHS operates the Mount Dora History Museum and preserves, researches and verifies history and historical artifacts regarding the City of Mount Dora.

- B. MDHS serves as a representative "spokesperson" as to historical events and is available to citizens, groups, and clubs for ongoing presentations related to Mount Dora's history.
- C. MDHS presents historical programs for interested citizens in partnership with CITY employees, fostering goodwill and positive acknowledgments of the CITY's history.
- D. MDHS is an active partner with the CITY in the Mount Dora Archives and its Board of Directors invites at least one CITY employee to serve as an officer on the Board.
- E. It is agreed and understood that MDHS shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully provide the obligations set forth herein.
- F. It is agreed and understood that MDHS and its employees, volunteers, contractors, and the like, shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully provide the obligations set forth herein.
- G. MDHS expressly agrees and understands that the City of Mount Dora shall have no responsibility or liability, whatsoever, stemming from its agreement to provide financial support to MDHS.
- H. MDHS shall purchase and maintain, at its own expense, general liability insurance, workers' compensation coverage and any and all other coverage deemed necessary by the CITY. All insurance coverage shall be with an insurer approved by the CITY and licensed by the State of Florida to engage in the business of writing insurance. The CITY shall be named on the foregoing insurance policies as "additional insured." MDHS shall cause its insurance carriers to furnish insurance certificates and endorsements, satisfactory to the CITY, specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days prior written notice to the CITY in compliance with other provisions of this Agreement. MDHS shall continuously maintain such insurance in the amounts, type, and quality as required by the CITY.

SECTION 4. FINANCIAL SUPPORT.

Within thirty (30) days after receipt of an itemized invoice from MDHS which includes a detailed report showing the expenditure of funds received from the CITY in the immediate prior fiscal year, the CITY shall remit payment in an amount not to exceed Five Thousand Eight Hundred Fifty Dollars (\$5,850.00) toward the reimbursement of operating expenses and electric

utilities for the historical museum facility. Payments made 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 payment to the MDHS as set forth herein.

SECTION 5. **RELATIONSHIP OF THE PARTIES.**

This Agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture or any other form of legal association between the parties, nor shall the MDHS be considered an agent or representative of the City of Mount Dora for any purpose whatsoever.

SECTION 6. **INDEPENDENT CONTRACTOR.**

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

SECTION 7. **INDEMNIFICATION.**

MDHS agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of MDHS, or any of its employees, agents, contractors, sub-contractors, representatives, volunteers, or the like, stemming from the operation of the historical museum for which the CITY is providing financial assistance. MDHS 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 MDHS, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, through and including any appeals, stemming from the operation of the historical museum for which the CITY is providing financial assistance. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 8. **ENTIRE AGREEMENT.**

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

SECTION 9. **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 10. **ASSIGNMENT.**

This Agreement shall only be assignable by MDHS upon the express written consent of the CITY.

SECTION 11. **SEVERABILITY.**

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

SECTION 12. **WAIVER.**

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

SECTION 13. **FORCE MAJEURE.**

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CITY, or any other cause or event beyond the control of and without the fault of either party.

SECTION 14. **NOTICE.**

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

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

MDHS: Mount Dora Historical Society, Inc.
450 Royellou Lane
Mount Dora, Florida 32757

SECTION 15. 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 16. HEADINGS.

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

SECTION 17. 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 18. ANTI-DISCRIMINATION.

No discrimination based on race, religion, sex, age or national origin will be permitted or authorized by the CITY in connection with any aspect of the services provided by MDHS.

SECTION 19. 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, FLORIDA 32757**

(352) 735-7126

BURNHAMJ@CITYOFMOUNTDORA.COM

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

SECTION 20. APPLICABLE LICENSING.

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

SECTION 21. COMPLIANCE WITH ALL LAWS.

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

SECTION 22. **EQUAL OPPORTUNITY EMPLOYER.**

The MDHS is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. It is noted here that the Mount Dora History Museum building is not ADA-compliant and is not required to become ADA-compliant because of the physical limitations of the 1923 building. The MDHS will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 23. **AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the MDHS 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 MDHS, for a period of five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the MDHS has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 24. **USE OF CITY NAME, LOGO, SEAL, AND/OR FLAG.**

The MDHS 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.

Signatures on Following Page

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

CITY OF MOUNT DORA

Crissy Stile, Mayor

ATTEST:

Jessica Burnham, City Clerk

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

Sherry G. Sutphen, City Attorney

**MOUNT DORA HISTORICAL
SOCIETY, INC.**

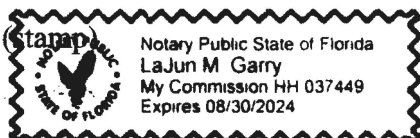
By: Janet Westlake

Print: Janet Westlake

Title: President

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of _____, as Janet Westlake, of Mount Dora Historical Society, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the MDHS, and who is personally known to me or who produced Driver License as identification, and who did/did not take an oath this 19 day of April, 2022.



LaJun M. Garry
NOTARY PUBLIC, State of Florida



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

DATE: May 3, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Resolution No. 2022-30, Support of or Opposition to Legislation

Introduction:

This is an opportunity for Council to review and approve Resolution No. 2022-30, Support of or Opposition to Legislation, authorizing the Mayor to execute and send letters in support of or opposition against pending legislation on behalf of the City of Mount Dora.

Discussion:

In order to promote positive change in Florida, it is essential for the City of Mount Dora to actively engage in the legislative session each year. Occasionally, based on information obtained from the Florida League of Cities or the City's lobbyists, it is necessary for the City to pledge immediate support for or opposition against certain pending legislation which will have a negative impact on the City of Mount Dora, its home rule authority, or the health, safety and/or welfare of the citizens of the City of Mount Dora. In pursuit of government efficiency, it may, at times, be in the best interest of the citizens of the City of Mount Dora for the Mayor to execute and send letters in support of or opposition against such pending legislation. Resolution 2022-30 would hereby authorize the Mayor of the City of Mount Dora to exercise this power at his/her/their discretion.

Budget Impact:

There is no budget impact for this item.

Strategic Impact:

Resolution 2022-30 contributes to all stated goals within the City's Strategic Plan by empowering the Mayor to act in support of the City's vision, mission, and priorities.

Recommendation:

City Council Approval Resolution No. 2022-30, Support of or Opposition to Legislation.

Attachment(s):

1. Reso No 2022-30 SupportOpposition Legislation.SGS

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

Approved - 4/27/2022
Approved - 4/27/2022
Final Approval - 4/28/2022

RESOLUTION NO. 2022-30

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO LETTERS OF SUPPORT OR OPPOSITION RELATED TO CERTAIN PENDING LEGISLATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION TO MAYOR; 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 AND DURATION.

WHEREAS, in order to promote positive change in Florida, it is essential for the City of Mount Dora to actively engage in the legislative session each year; and

WHEREAS, it is the mission of the Florida League of Cities to shape legislation, through cooperative action, by providing for the protection of and enhancement to local communities in Florida; and

WHEREAS, the City procures the services of a lobbyist to provide a voice for the City of Mount Dora during each legislative session; and

WHEREAS, from time to time, based on information obtained from the Florida League of Cities or the City's lobbyists, it is necessary for the City to pledge immediate support for or opposition against certain pending legislation which will have a negative impact on the City of Mount Dora, its home rule authority or the health, safety and/or welfare of the citizens of the City of Mount Dora; and

WHEREAS, the City has determined, in pursuit of government efficiency, that it is in the best interest of the citizens of the City of Mount Dora to grant the Mayor the authority to execute and send letters in support of or opposition against certain pending legislation, on behalf of the City of Mount Dora, as deemed necessary and appropriate in furtherance of the objectives of the health, safety and welfare of the citizens of Mount Dora and the preservation of the City's home rule authority.

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. Authorization to Mayor.

A. The Mayor is hereby authorized to execute and send letters in support of or opposition against pending legislation, on behalf of the City of Mount Dora, as deemed necessary and appropriate in furtherance of the objectives of the health, safety and welfare of the citizens of Mount Dora and the preservation of the City's home rule authority.

B. Any such letter of support shall not include any commitments on the part of the City unless otherwise authorized by separate, applicable statutes, codes, rules, regulations, actions of the City and/or policies of the City.

C. The Mayor shall have the right but not the obligation to seek advice or authorization from the City Council prior to sending any such letter of support for or opposition against pending legislation.

D. Periodically during the session, the Mayor shall notify the City Council, by way of informational agenda item, of any letters in support of or opposition against pending legislation. Failure of the Mayor to notify the City Council related to any such letter sent on behalf of the City shall not in any way invalidate such transaction.

SECTION 3. Implementation of 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 Mayor's authority to send letters in support of or opposition against pending legislation, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. Effective Date and Duration. This Resolution shall become effective on adoption, and shall extend until repealed.

PASSED AND ADOPTED this _____ day of May, 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



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

DATE: May 3, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Meeting Minutes
- April 19, 2022 Regular City Council Minutes
- April 19, 2022 Northeast CRA Governing Board 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. April 19 2022 Regular City Council Minutes DRAFT
2. April 19, 2022 Northeast CRA Governing Board Minutes DRAFT

Prepared by: Jessica Burnham, City Clerk

Reviewed by: Jeanann Hand, Deputy City Clerk

Final Approval - 4/27/2022

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



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

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called the Regular Session of City Council to order at 6:00 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 Manager
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 C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

PRESENTATIONS

1. Mount Dora Golf Association Presentation
Amy Jewell, Leisure Services Director, introduced the Mount Dora Golf Association President, Don Yancey, who provided an update on the golf association and presented the City a check per their contract agreement.
2. Introduction of New Police Department Members
Police Chief Brett Meade introduced the newest members of the Police Department.
3. Proclamation to Celebrate Mount Dora Community Trust's 50th Anniversary
Mayor Stile read the Proclamation to Celebrate Mount Dora Community Trust's 50th Anniversary into the record and presented the proclamation to the Mount Dora Community Trust.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Frank Kirwin, 1110 East 5th Avenue, inquired about legal fees in regards to a matter that was

discussed at the last City Council meeting. Patrick Comiskey, City Manager, stated for the record that the decision was made by the insurance carrier and not the City Council or City staff.

Mayor Stile closed public comment.

Misty Sommer, Economic Development Manager, spoke about the partnership that the City has with America in Bloom.

APPROVAL OF AGENDA

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

1. Lake County Arts and Cultural Alliance

MOTION BY COUNCILMEMBER ROLFSON TO APPOINT JANET GAMACHE, MOUNT DORA CENTER FOR THE ARTS EXECUTIVE DIRECTOR, AS THE CITY OF MOUNT DORA'S REPRESENTATIVE ON THE LAKE COUNTY ARTS AND CULTURAL ALLIANCE; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

2. Advisory Board Appointments

Councilmember Bryant nominated Jack Whittaker to the Community Redevelopment Advisory Board.

COUNCILMEMBER BRYANT MOTIONED TO APPROVE THE NOMINATION OF JACK WHITTAKER TO THE COMMUNITY REDEVELOPMENT ADVISORY BOARD; COUNCILMEMBER WALKER SECONDED. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval for the Mayor to Execute the Amended Applications Requesting Additional Hazard Mitigation Grant Program Funds to Include Eligible Administration Costs for Management of Three HMGP Grants
2. Request Approval of the Piggyback Agreement Between the City of Mount Dora and Sageview Advisory Group, LLC, Related to Retirement Plan Investment Advisory Services

3. Request Authorization to Purchase a Replacement Generator for Lift Station #10 in the Amount of \$60,206.00
4. Request Approval of Meeting Minutes
- April 5, 2022 Regular City Council Minutes
5. Request Approval of Resolution No. 2022-22, Pertaining to the Naming of the Auditorium at the Community Building

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

ACTION ITEMS

1. Consider Request for Reduction of Imposed Fines – 1209 Jackson Street

Sherry Sutphen, City Attorney, spoke about the part of the City's code in relation to a lien reduction.

Mr. Johnson spoke about the history of the property and stated his lender requested a title search be done, which came up with another lien dating back to 2006.

Discussion took place on council in regards to the lien and the property.

Mayor Stile opened public comment.

Pastor Bobby Rowe, 1155 North Clayton Street, stated he was in favor of council waiving the fees on this property as it would be more beneficial for that neighborhood to have a house on that property rather than an empty lot.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER BRYANT TO WAIVE THE IMPOSED FINES IN THE AMOUNT OF \$27,800 IN FULL; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION WAS APPROVED BY A ROLL CALL VOTE.

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

NO

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Request Approval of First Reading of Ordinance No. 2022-07, Amending Prohibited Parking in Specified Places

City Attorney Sutphen read Ordinance No. 2022-07, Amending Prohibited Parking in Specified Places by title only.

Ordinance No. 2022-07

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

Chief Meade spoke on the agenda item and the parking issues in the downtown area.

Discussion ensued on the proposed language change to the ordinance.

Mayor Stile opened public comment.

No one spoke.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE FIRST READING OF ORDINANCE NO. 2022-07, AMENDING PROHIBITED PARKING IN SPECIFIED PLACES; 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

2. Request Approval of Resolution No. 2022-24, Economic Development Incentive for Business Utility Deposit Waiver

City Attorney Sutphen read Resolution No. 2022-24, Economic Development Incentive for Business Utility Deposit Waiver, by title only.

RESOLUTION NO. 2022-24

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT INCENTIVE PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF THE UTILITY SECURITY DEPOSIT WAIVER INCENTIVE PROGRAM; 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.

Ms. Sommer spoke on the incentive for the Business Utility Deposit Waiver and stated the criteria that the business would have to meet.

Discussion ensued on the incentive, how the qualifications were determined, and the possibilities of having categories.

Mayor Stile opened public comment.

No one spoke.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION NO. 2022-24, ECONOMIC DEVELOPMENT INCENTIVE FOR BUSINESS UTILITY DEPOSIT WAIVER; 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

3. Request for City Council Review and Discussion of a Draft Ordinance for the Building Height Charter Amendment

Mayor Stile called the meeting to recess at 7:05 P.M.

Mayor Stile called the meeting back to order at 7:15 P.M.

City Attorney Sutphen read draft Ordinance No. 2022-08, Building Height Charter Amendment by title only.

Vince Sandersfeld, Planning and Zoning Director, spoke on the agenda item and provided the council with the history of the item.

Mr. Sandersfeld spoke about the survey that is being proposed and how the survey would be conducted.

City Attorney Sutphen spoke about the ballot question that is proposed and mentioned that the statute limits it to seventy-five words.

Discussion ensued on the survey questions, the variance procedure, the boundaries of the building height impact district, and if the ordinance should allow for necessary appurtenances.

Mayor Stile opened public comment.

Frank Kirwin, 1110 East 5th Avenue, stated his view is that council should just move forward with this issue.

Josh Hemingway, 1177 East 5th Avenue, stated he is appreciative that this matter is moving forward. Mr. Hemingway mentioned he would like to see a town hall meeting held with everyone involved.

Bob Gordon, 601 East 1st Avenue, inquired for clarification on the wording in the draft ordinance in section three.

Joe Lewis, 148 Charles Avenue, spoke of the work of the committee and asked the council to take the time and study this issue.

Mayor Stile closed public comment.

Tom Dring, 908 Tremain Street, spoke about the appurtenances.

Discussion ensued on the ballot question of having the language state excluding versus

including or having the language refer back to the current land development code.

MOTION BY COUNCILMEMBER CATALDO TO DIRECT THE CITY ATTORNEY TO AMEND THE DRAFT ORDINANCE FOR A CHARTER AMENDMENT TO REFLECT THE COMMENTS MADE BY COUNCIL DURING THE DISCUSSION OF THIS ITEM; COUNCILMEMBER BRYANT SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO Councilmember Guenther

INFORMATIONAL

1. Executed Construction Loan Agreement Between the Florida Water Pollution Control Financing Corporation and the City of Mount Dora Related to the Clean Water State Revolving Fund WW351480, Approved Pursuant to City of Mount Dora Resolution No. 2021-140

Joe Grusauskas, Public Works and Utilities Director, mentioned this is an informational item to let the council know that the Loan Agreement between the Florida Water Pollution Control Financing corporation and the City is now ready for the Mayor to sign, which council approved pursuant to Resolution No. 2021-140.

CITY MANAGER

1. City Manager's Report

Patrick Comiskey, City Manager, spoke about the proposed traffic safety legislation that Lake County Commissioner Smith plans to introduce to the County Commission and mentioned that Commissioner Smith would like the city's input prior to his introducing the legislation.

City Manager Comiskey mentioned the upcoming City Council Work Session and the Downtown Merchant Survey that staff would be conducting in regards to building heights.

CITY ATTORNEY'S REPORT

No report

COMMUNICATIONS AND REPORTS

1. Councilmember Nate Walker

Councilmember Walker mentioned the Heroes Foundation Golf Tournament that he participated in and stated it was a great event for a wonderful cause.

2. Councilmember Doug Bryant

No report

3. Councilmember John Cataldo

No report

4. Councilmember Austin Guenther

No report

5. Councilmember Cal Rolfson

Councilmember Rolfson spoke on an article that was written by Public Information Officer Vershurn Ford that was published in Quality Cities.

Councilmember Rolfson briefly spoke about Senate Bill 518.

6. Vice-Mayor Marc Crail

Vice-Mayor Crail spoke on a project with the Lake County School Board to build a park at Triangle Elementary.

City Manager Comiskey provided a brief overview of the project.

7. Mayor Crissy Stile

Mayor Stile announced that the State of the City would be held on May 5, 2022, from 6-7 P.M. at the Cross Church.

Mayor Stile also mentioned that she would begin picking up metal cans the first Saturday of every month. She asked that if anyone wanted more information, they reach out to her.

FUTURE MEETING DATES

1. April 25, 2022, 10:30 AM, Work Session
2. May 3, 2022, 6:00 PM, Regular Session

3. May 9, 2022, 10:30 AM, Work Session
4. May 17, 2022, 6:00 PM, Regular Session
5. June 7, 2022, 6:00 PM, Regular Session

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 8:40 P.M.

CRISSY STILE, MAYOR
City of Mount Dora

JESSICA BURNHAM
City Clerk

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



April 19, 2022

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called the Northeast CRA Governing Board to order at 8:40 P.M. in the Mount Dora Council Chambers.

PUBLIC COMMENTS

Chairperson Stile opened public comments

No one spoke

Chairperson Stile closed public comments

CONSENT AGENDA

ACTION ITEMS

1. CareerSource Central Florida 2022 Summer Youth Contract

Adam Sumner, Deputy Planning and Zoning Director/CRA Administrator, introduced the item and provided the council with an overview of the agenda item.

***MOTION BY COMMITTEE MEMBER WALKER TO APPROVE
THE CAREERSOURCE CENTRAL FLORIDA 2022 SUMMER YOUTH CONTRACT;
COMMITTEE MEMBER ROLFSON SECONDED THE MOTION. MOTION
APPROVED BY A ROLL CALL VOTE.***

YES

Committee Member Walker
Committee Member Rolfson
Committee Member Guenther
Committee Member Bryant
Committee Member Cataldo
Vice-Chair Crail
Chairperson Stile

NO None

DISCUSSION ITEMS

OTHER BUSINESS

ADJOURNMENT

MOTION BY COMMITTEE MEMBER ROLFSON TO ADJOURN; COMMITTEE MEMBER WALKER SECONDED THE MOTION. MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 8:44 P.M.

CRISSY STILE, CHAIRPERSON
City of Mount Dora

JESSICA BURNHAM
City Clerk

DRAFT



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

DATE: May 3, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Resolution No. 2022-28, for a Fireworks Display at the July 3, 2022, Freedom on the Waterfront Event

Introduction:

This is a request for City Council to approve Resolution No. 2022-28, securing approval for a Fireworks Display at the City's annual Freedom on the Waterfront Event, which celebrates Independence Day.

Discussion:

The event is scheduled for Sunday, July 3, 2022, and requires the closing of the Fourth Avenue Docks in order to launch fireworks beginning at 9:15 p.m. The City has complied with all requirements and procedures for the fireworks display related to this event.

Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

Budget Impact:

\$27,000.00 has been budgeted from GL account #001-1340-572.52-01, Special Events Operating Supplies, for the fireworks display at this event.

Strategic Impact:

The July 3rd fireworks display is a popular annual event that instills a strong sense of community while celebrating our nation's history. This item fulfills Objective 2.3.3, calling for support of Special Events.

Recommendation:

Council approve Resolution No. 2022-28, allowing for a fireworks display to celebrate Independence Day weekend.

Attachment(s):

1. Resolution 2022-28.Freedom on the Waterfront.SGS

Prepared by: Jeanann Hand, Deputy City Clerk

Reviewed by: carsonc carsonc, Special Events Manager

Amy Jewell, Leisure Services Director

Sherry Sutphen , City Attorney

Jessica Burnham, City Clerk

Patrick Comiskey, City Manager

Approved - 4/18/2022

Approved - 4/19/2022

Approved - 4/26/2022

Approved - 4/26/2022

Final Approval - 4/27/2022

RESOLUTION NO. 2022-28

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2022 FREEDOM ON THE WATERFRONT EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING 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 wishes to sponsor and host a fireworks display, taking the necessary COVID-19 safety precautions, as part of the 2022 Freedom on the Waterfront event; and

WHEREAS, the City's 2022 Freedom on the Waterfront event is scheduled for Saturday, July 3, 2022; and

WHEREAS, the 2022 Freedom on the Waterfront event requires the closing of the Grantham Point and Simpson Cove Docks in order to launch fireworks beginning at 9:15 p.m.; and

WHEREAS, all of the details associated with the Freedom on the Waterfront event remain consistent from the prior years; and

WHEREAS, Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

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. Authorization for Fireworks Display and Dock Closure. The City hereby authorizes the 2022 Freedom on the Waterfront fireworks display and closure of the Grantham Point and Simpson Cove Docks in order for the fireworks to be safely launched.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may 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 fireworks display and closure of the Grantham Point and Simpson Cove Docks, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature which 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 ____ day of May, 2022.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen
City Attorney



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

DATE: May 3, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Resolution No. 2022-29, for a Fireworks Display at the July 30, 2022, Last Call Mount Dora Summer Concert Event

Introduction:

This is a request for City Council to approve the launch of a fireworks display at a concert event taking place at the Mount Dora waterfront on July 30, 2022.

Discussion:

The City of Mount Dora wishes to sponsor and host a fireworks display as part of the 2022 Last Call Summer Concert event. The second annual occurrence of this event is scheduled for Saturday, July 30, 2022, and requires the closing of the Fourth Avenue Docks in order to launch fireworks beginning at 9:15 p.m. The City has complied with all requirements and procedures for the fireworks display related to this event.

Section 50.250, City of Mount Dora Code of Ordinances, requires City Council approval of any fireworks launched in the City.

Budget Impact:

\$6,000.00 has been budgeted from GL account #001-1340-572.52-01, Special Events Operating Supplies, for the fireworks display at this event.

Strategic Impact:

This item fulfills Objective 2.3.3 of the City of Mount Dora's Strategic Plan, which calls for support of Special Events. Special Events strongly encourage economic development in the downtown business community. Each attendee has the opportunity to discover downtown businesses while appreciating Mount Dora's beautiful lakefront.

Recommendation:

Council approve the occurrence of the concert event fireworks display.

Attachment(s):

1. Resolution 2022-29.Last Call Summer Concert Fireworks 2022.SGS

Prepared by: Jeanann Hand, Deputy City Clerk

Reviewed by: carsonc carsonc, Special Events Manager

Amy Jewell, Leisure Services Director

Sherry Sutphen , City Attorney

Jessica Burnham, City Clerk

Patrick Comiskey, City Manager

Approved - 4/18/2022

Approved - 4/19/2022

Approved - 4/26/2022

Approved - 4/26/2022

Final Approval - 4/27/2022

RESOLUTION NO. 2022-29

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2022 LAST CALL SUMMER CONCERT EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING 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 wishes to sponsor and host a fireworks display, taking the necessary COVID-19 safety precautions, as part of the 2022 Last Call Summer Concert event; and

WHEREAS, the City's 2022 Last Call Summer Concert event is scheduled for Saturday, July 30, 2022; and

WHEREAS, the 2022 Last Call Summer Concert event requires the closing of the Fourth Avenue Docks in order to launch fireworks beginning at 9:15 p.m.; and

WHEREAS, City of Mount Dora Code of Ordinances, Section 50.250, requires City Council approval of any fireworks launched in the City.

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. Authorization for Fireworks Display and Dock Closure. The City hereby authorizes the 2022 Last Call Summer Concert fireworks display and closure of the Fourth Avenue Docks on July 30, 2022, in order for the fireworks to be safely launched.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may 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 Last Call Summer Concert Event fireworks display and closure of the Fourth Avenue Docks on July 30, 2022, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature which 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 ____ day of May, 2022.

CRISSY STILE

MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen
City Attorney



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

DATE: May 3, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Discussion and Direction Pertaining to City Boards and Committees

Introduction:

This is an opportunity for Councilmembers and staff to discuss membership requirements and other specifications pertaining to board and committee memberships and activities.

Discussion:

The following boards and committees currently meet regularly in the City of Mount Dora:

- CRA Advisory Committee
- Development Review Committee
- Historic Preservation Board
- Library Advisory Board
- Northeast CRA Advisory Committee
- Parks and Recreation Advisory Board
- Planning and Zoning Commission
- Public Arts Commission.

The City now wishes to establish consistency among these groups regarding various elements pertaining to these groups, including requirements for membership, membership training, terms and term limits, and uniform standards for Zoom attendance.

Budget Impact:

None.

Strategic Impact:

The variety of topics addressed by these boards and committees touches every aspect of the City's Strategic Plan.

Recommendation:

Council guide staff toward setting standards for the elements in question.

Attachment(s):

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

Approved - 4/28/2022
Final Approval - 4/28/2022



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

DATE: May 3, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Discussion in Relation to the Dangerous Use of Public Right-of-Way Ordinance Proposed by Lake County Commissioner Kirby Smith

Introduction:

This is an opportunity for Council to discuss an ordinance proposed by Lake County Commissioner Kirby Smith regarding the dangerous use of public right-of-way.

Discussion:

A county ordinance proposed by Lake County Commissioner Kirby Smith suggests the prohibition of potentially hazardous activities on public rights-of-way. Specifically, the ordinance would forbid the stopping or standing of pedestrians in a median, and physical interaction between a pedestrian and an occupant of a motor vehicle that is not legally parked. These recommendations aim to preserve the primary purpose of public rights-of-way, which exist to provide lawfully permitted vehicles and pedestrians the means by which to safely and efficiently move from place to place without interference. The proposed ordinance additionally includes recommendations for enforcement, penalties, and remedies for violation of the suggested prohibitions.

The ordinance is scheduled to be presented to the Lake County Board of County Commissioners in May/June 2022, according to an email received by the City on April 25, 2022. The email, sent on behalf of Commissioner Smith, requests a show of support for the ordinance and includes the template of a letter that may be used by email recipients for that purpose. Commissioner Smith's office asks that letters of support be sent by May 5, 2022. The proposed ordinance (Attachment #1) and support letter template (Attachment #2) are attached.

Budget Impact:

There is no budget impact related to this item.

Strategic Impact:

Objective 2.2 Enhance pedestrian safety.

Recommendation:

Councilmembers discuss the proposed ordinance.

Attachment(s):

1. Attachment #1 Proposed Ordinance 2022-____ Art XII Chp 3_3-25-2022
2. Attachment #2 Letter of Support_DANGEROUS USE OF PUBLIC ROW ORDINANCE

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

Approved - 4/27/2022
Approved - 4/27/2022
Approved - 4/28/2022
Final Approval - 4/28/2022

ATTACHMENT #1

ORDINANCE NO. 2022-__

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, CREATING ARTICLE XII, CHAPTER 3, LAKE COUNTY CODE, TO BE ENTITLED *DANGEROUS USE OF PUBLIC RIGHTS-OF-WAY*; PROVIDING FOR THE PROHIBITION OF STOPPING OR STANDING BY PEDESTRIANS IN A MEDIAN; PROVIDING FOR THE PROHIBITION OF PHYSICAL INTERACTION BETWEEN A PEDESTRIAN AND AN OCCUPANT OF A MOTOR VEHICLE THAT IS NOT LEGALLY PARKED; PROVIDING FOR ENFORCEMENT, PENALTIES AND REMEDIES FOR VIOLATION; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, provides for the broad exercise of Home Rule Authority by Lake County for the protection of the health, safety and welfare of residents and visitors; and

WHEREAS, Section 125.01(1)(m), Florida Statutes, authorizes the Board of County Commissioners to regulate roads within Lake County; and

WHEREAS, Section 125.01(1)(w), Florida Statutes, authorizes the Board of County Commissioners to perform acts that are in the common interest of the people of Lake County, and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 316.008, Florida Statutes, authorizes the Board of County Commissioners of Lake County to regulate the use of streets and highways under its jurisdiction; and

WHEREAS, a primary purpose of public roads and rights-of-way is to enable lawfully permitted vehicles and pedestrians to safely and efficiently move from place to place, facilitate the delivery of goods and services, and provide the public with convenient access to goods and services; and

WHEREAS, the purpose of this Ordinance is to prohibit activities that interfere with the purpose of public roads and rights-of-way, including prohibiting activities which cause distractions to motorists, unsafe pedestrian movement within travel lanes, sudden stoppage or slowdown of traffic, rapidly changing and dangerous traffic movement, increased vehicular accidents, and pedestrian and motorist injuries and fatalities; and

WHEREAS, in the State of Florida, pedestrian fatalities have increased significantly in the past decade, and data provided by the Florida Highway Safety and Motor Vehicles (FLHSMV) revealed that between January 1, 2021, and December 31, 2021, there were 838 pedestrian fatalities, 5 of which were within the geographic boundaries of Lake County, Florida; and

1 **WHEREAS**, Lake County, from motor vehicle, bicycle, motorcycle, and pedestrian
2 crashes, has had a consistent number of fatalities consisting of 51 in 2021, 52 in 2020, 52 in 2019,
3 and 60 in 2018, in accordance with the FLHSMV Crash Dashboard; and
4

5 **WHEREAS**, between 2018 and 2021, Lake County has averaged 105 pedestrians involved
6 crashes resulting in injuries, according to data collected by the FLHSMV; and
7

8 **WHEREAS**, in 2022 alone, 20 pedestrians have been involved in accidents with motor
9 vehicles, resulting in 1 death so far, according to data collected by the FLHSMV; and
10

11 **WHEREAS**, it is dangerous for persons to remain in or stand upon medians in roadways,
12 and for physical interactions to occur between pedestrians and occupants of motor vehicles in the
13 roadways or rights-of-way when the vehicle is not legally parked; and
14

15 **WHEREAS**, examples of such dangers are driver distraction and the risk of a person
16 causing or becoming a victim in an accident; and
17

18 **WHEREAS**, accidents at collector and arterial roadways and intersections constitute a
19 substantial traffic safety problem in Lake County; and
20

21 **WHEREAS**, the data regarding crashes, injuries, and fatalities involving pedestrians on
22 certain roads demonstrate these dangers; and
23

24 **WHEREAS**, persons remaining in or standing upon medians in roadways, and persons
25 engaging in physical interactions between pedestrians and motor vehicles in the roadways or
26 rights-of-way when the vehicle is not legally parked, also hinder the free flow of traffic; and
27

28 **WHEREAS**, the hinderance of the free flow of traffic causes traffic delays and accidents
29 and interferes with the primary purpose of public roads and rights-of-way; and
30

31 **WHEREAS**, the Board of County Commissioners hereby finds and determines that
32 stopping, standing or otherwise occupying a median in roadways, and physical interactions
33 between pedestrians and occupants of motor vehicles in the roadways or rights-of-way when the
34 vehicle is not legally parked have caused significant traffic and safety hazards in Lake County,
35 including impairing drivers' views of oncoming traffic and/or pedestrians crossing the road,
36 delaying traffic after lights have changed impacting the free flow of traffic and/or causing accidents
37 with other motor vehicles and/or pedestrians standing or traversing between and around vehicles
38 in the roadways; and
39

40 **WHEREAS**, while streets are traditionally considered a public forum, this has not been
41 the case when the streets are open to vehicular traffic; to the extent a street open to vehicular traffic
42 is a public forum, it is distinguishable from other public forums such as parks or sidewalks, because
43 use of the street for expressive activity conflicts with other important governmental interests; and
44

45 **WHEREAS**, the Board of County Commissioners does not intend to regulate persons
46 engaged in protected expressive activities and intends to narrowly-tailor its regulations to impose

1 the minimum restrictions that are necessary to serve the public safety and ensure orderly traffic
2 flow in roadways by regulating use of medians, commercial use of public rights-of-way, and
3 physical interactions between pedestrians and occupants within motor vehicles on the roadways;
4 and
5

6 **WHEREAS**, occupying or remaining in medians, commercial use of public rights-of-way
7 and/or physical interaction between pedestrians and occupants of vehicles on the road distracts
8 drivers from their primary duty to watch the traffic and potential hazards in the road, observe all
9 traffic control signals or warnings, and prepare to move through an intersection to not delay traffic
10 or cause a hazard; and
11

12 **WHEREAS**, a ban of stopping, standing, or otherwise occupying a median on roadways
13 is necessary and appropriate because the portions of public property adjacent to roadways, the
14 sidewalks, and other traditional and designated public forums within the county are adequate
15 alternative public space for the expression and exchange of thoughts and ideas; and
16

17 **WHEREAS**, there are ample alternative avenues for communication of ideas and
18 commercial activity, including approaching and engaging in hand billing to persons on private
19 property with the owner/occupant's permission, canvassing door-to-door, telephone campaigns,
20 direct mail, expressive activities on sidewalks, internet communication, solicitation of motorists
21 on local roads and private roads with the owner's permission, etc.; and
22

23 **WHEREAS**, Lake County has significant government interests in vehicular and pedestrian
24 safety and the free flow of traffic; and
25

26 **WHEREAS**, courts have recognized the substantial risk of disruption in traffic control that
27 may be presented by stopping, standing, or otherwise occupying a median and/or physical
28 interactions between pedestrians and occupants of motor vehicles in roadways; and
29

30 **WHEREAS**, the prohibitions set forth in this ordinance are the least restrictive means
31 necessary to prevent problems and promote and protect the public health, safety, and welfare of
32 the citizens of Lake County; and
33

34 **WHEREAS**, the Board of County Commissioners has determined it is in the best interest
35 of its citizens to restrict the use of medians on public roadways; and
36

37 **WHEREAS**, it is intent of these regulations to protect the health, safety, and general
38 welfare of the citizens of Lake County; to assure the free, orderly, uninterrupted movement of
39 motorized vehicles on roads in Lake County; promote traffic safety; and provide for safety of both
40 occupants of motorized vehicles located on roads in Lake County and pedestrians; and
41

42 **WHEREAS**, failure to restrict use of public roads in this manner will endanger the health,
43 safety, and general welfare of the public by permitting unsafe pedestrian movement within travel
44 lanes, sudden traffic stopping or slowdown, rapid lane changing, turns and other dangerous traffic
45 movement, increased vehicular accidents, and motorist and/or pedestrian injuries and fatalities;
46 and

1
2 **WHEREAS**, the Board of County Commissioners of Lake County finds and determines
3 that provisions of this Ordinance are in the best interest of the county, its citizens, and taxpayers
4 and will further the interest of the health, safety, and general welfare of the public.

5
6 **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of
7 Lake County, Florida, as follows:

8
9 **Section 1. Legislative Findings of Fact.** The foregoing recitals are hereby adopted as
10 legislative findings of the Board of County Commissioners and are ratified and confirmed as being
11 true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

12
13 **Section 2. Creation.** Article XII, Chapter 3, to be entitled *Dangerous Use of Public*
14 *Rights-of-Way*, is hereby created to read as follows:

15
16 **Chapter 3 – COMMUNITY PROTECTION**

17
18 *****

19
20 **ARTICLE XII. - DANGEROUS USE OF PUBLIC RIGHTS-OF-WAY.**

21
22 **Sec. 3-80. - Definitions.** The following words, terms, and phrases, when used in this section, shall
23 have the meanings ascribed to them in this subsection, except where the context clearly indicates
24 a different meaning:

25
26 Designated roadways mean the interstate system (including interstate entrance and exit ramps),
27 and arterial and collector roadways or rights-of-way within the County Road System. For purposes
28 of this definition, collector and arterial roadways or rights-of-way shall be those roadways
29 classified as collector, arterial, or Interstate/Toll roadways pursuant to the functional classification
30 or reclassification procedures and criteria established pursuant to the Lake County Comprehensive
31 Plan. This definition also encompasses those portions of these designated roadways located within
32 a municipality; and the first 440 feet of local roadways intersecting with these designated
33 roadways. The portions of these designated roadways subject to this section include the portions
34 within the area open for vehicular traffic (including medians), plus four feet outside of the
35 shoulders and/or curbs.

36
37 Legally parked means a vehicle that is standing, stopped, or parked in an area designated, or
38 legally authorized, for parking.

39
40 The traveled portion of a designated roadway means any portion of a designated roadway
41 (including travel lanes, turn lanes, and shoulders) that is normally used by moving motor vehicle
42 traffic that is not a lawful parking area.

43
44 Median means any area separating traffic lanes on a roadway. A median includes, but is not
45 limited to, any paved or unpaved, landscaped or no landscaped, portions of a roadway which exist
46 between opposing lanes of traffic.

Public Rights-of-Way shall be defined as set forth in Section 334.03 (21), Florida Statutes.

Sec. 3-81. - Prohibitions.

- (a) Except as provided herein, or as otherwise permitted by law, it is unlawful to make any use of the public rights-of-way in a manner that interferes with the safe and efficient movement of people and property from place to place on a public road or right-of-way with the designated roadways.
- (b) It is unlawful for any person to stop, stand, or otherwise occupy or remain in a median on any designated roadway when that person is not in the process of lawfully crossing the road in accordance with applicable traffic and safety laws. Stopping, standing, or otherwise occupying a median through two (2) consecutive opportunities to cross in accordance with applicable traffic and safety laws is prima facie evidence of a violation of this subsection.
- (c) It is unlawful for any person to engage in any physical interaction between a pedestrian and an occupant of a motor vehicle, including but not limited to the transfer of any product or material, while the motor vehicle is not legally parked and is located on the traveled portion of a designated roadway.

Sec. 3-82. - Exemptions. Nothing in this section shall prohibit the following:

- (a) Law Enforcement, fire and rescue, or other government employees or contractors acting within the scope of their lawful authority;
- (b) A person conducting inspection, construction, maintenance, repair, survey, or other legally authorized services;
- (c) A person responding to lend aid during an emergency;
- (d) Entering or exiting a bus or other public transit system;
- (e) Use of public roads and rights-of-way that have been closed to vehicular traffic for a special event permitted by the appropriate governmental entity.

Sec. 3-83. - Penalties. Any person who is found to be in violation of any provision of this section shall immediately cease the activity in violation and may be issued a citation punishable by a fine not to exceed \$500, as authorized under §125.69(1), Florida Statutes, and Section 1-6 of this Code. Each action in violation of a provision of this chapter shall constitute a separate offense. Issuance of a citation does not preclude an action for injunction, issuance of a trespass warning where authorized, or any other legal remedy available to Lake County.

Section 4. Applicability. For purposes of jurisdictional applicability, this Ordinance (except where specified otherwise in the body of the ordinance) shall apply in both the

1 unincorporated and incorporated areas of Lake County, provided that any section of this Ordinance
2 in conflict with a municipal ordinance shall not be effective within such municipality to the extent
3 of such conflict. The Board of County Commissioners shall not enforce this ordinance, or perform
4 the administrative functions required under this ordinance for activities proposed or taking place
5 within the boundaries of a municipality unless the municipality passes a resolution requesting such
6 action by majority vote of its governing body, repeals any inconsistent municipal ordinances, and
7 the enters an interlocal agreement with Lake County. The Board of County Commissioners may
8 accept or reject such request by the municipality. Either the municipality by its governing body or
9 the Board of County Commissioners may withdraw the municipality from such enforcement by
10 the same voting procedure.

11
12 **Section 5. Severability.** It is declared to be the intent of the Board of County
13 Commissioners of Lake County, Florida, that if any section, subsection, sentence, clause, or
14 provision of this ordinance is held invalid, the remainder of the ordinance shall be construed as not
15 having contained the said section, subsection, sentence, clause, or provision and shall not be
16 affected by such holding. It is further the intent of the Board that if this ordinance is held invalid
17 with respect to a specific use of land and/or a specific property (i.e., the ordinance is successfully
18 challenged on an "as applied" basis), the ordinance shall remain in effect as to other uses and/or
19 properties where legally appropriate. It is further the intent of the Board that if it is determined that
20 the provisions of this ordinance which apply on state roads are held invalid on state roads by reason
21 of preemption or conflict with state law, that the provisions shall remain in effect on county roads.
22 It is further the intent of the Board that if it is determined that the provisions of this ordinance
23 which apply within a municipality are held to be invalid by reason of preemption or otherwise, or
24 if the municipality passes a more stringent ordinance or an ordinance in conflict with all or part of
25 this ordinance, the invalid, conflicting, or less stringent provisions of this ordinance shall not apply
26 within the municipality but shall apply in all other areas, regardless of whether the municipal
27 ordinance was adopted or enacted before or after this ordinance. It is further the intent of the Board
28 that if it is determined that the provisions of this ordinance are invalid as applied to a particular
29 road, type of road, or geographical location, the ordinance shall be treated as not applying to such
30 location(s) and shall otherwise remain in effect.

31
32 **Section 6. Inclusion in the Code.** It is the intent of the Board of County
33 Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake
34 County Code of Ordinances, and that the sections of this Ordinance may be renumbered or
35 relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such
36 other appropriate word or phrase to accomplish such intentions.

37
38 **Section 7. Filing with the Department of State.** The Clerk shall be and is hereby
39 directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the
40 State of Florida in accordance with Section 125.66, Florida Statutes.

41 **Section 8. Effective Date.** This ordinance shall become effective as provided for by
42 law.

1 ENACTED this day of _____ day of _____, 2022.

2
3 FILED with the Secretary of State the ____ day of _____, 2022.

4
5
6
7 ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

8
9
10
11 _____
12 Gary J. Cooney, Clerk
13 Board of County Commissioners of
14 Lake County, Florida

Sean M. Parks, Chairman

This ____ day of _____, 2022.

15
16
17 Approved as to form and legality:

18
19 _____
20 Melanie Marsh, County Attorney
21

ATTACHMENT #2

April 25, 2022

The Honorable Kirby Smith
Vice-Chair, Lake County BCC
P.O. Box 7800
Tavares, FL 32778

RE: PROPOSED DANGEROUS USE OF PUBLIC ROW ORDINANCE

Dear Commissioner Smith,

I am writing to express my support for the proposed Dangerous Use of Public Row Ordinance.

Once approved by the Lake County Board of County Commissioners this proposed ordinance will provide protection to our citizens and pedestrians.

Sincerely,

Add Name/City/Town



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

DATE: May 3, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request for City Council Review and Discussion of the Second Draft Ordinance (With Redline Changes) for the Building Height Charter Amendment

Introduction:

This is a request for City Council to review and discuss the second draft ordinance for a Charter Amendment and provide staff instruction for scheduling a first reading.

Discussion:

As a follow-up to the City Council discussion at the April 19th, 2022, meeting, attached is the draft ordinance containing recent changes.

On September 21, 2021, the City of Mount Dora adopted Resolution 2021-115, creating the Building Height Advisory Committee. From November 2021 to March 2022, the Building Height Advisory Committee reviewed building height regulations and building height design elements, codes, examples, and other studies. On April 5, 2022, following absolute dedication and clear focus to the task at hand, the City of Mount Dora Building Height Advisory Committee delivered its report and recommendations to City Council.

As directed by City Council on April 5th, 2022, the City Attorney, with Planning staff assistance, prepared a draft ordinance (Attachment 1) for a proposed amendment to the City's Charter to limit building heights in certain areas. Given the subject matter, the attached is a working draft ordinance to garner input and discussion from the City Council related to the building height language to be considered in the upcoming 2022 City election. The framework of the attached ordinance for the proposed Charter Amendment language was taken from a group of citizens' proposed building height document/petition with suggested text.

Budget Impact:

None

Strategic Impact:

GOAL 1: Economic Development

Objective 1.3. Attract new commercial businesses/residential development

Objective 1.4. Promote tourism by Enhancing Mount Dora as a Destination

Recommendation:

This is an opportunity for City Council to provide feedback on the proposed Building Height Charter Amendment language.

Attachment(s):

1. Ord 2022-08.Building Heights.Charter.2nd prelim reading

Prepared by: Jessica Burnham, City Clerk

Reviewed by: Vince Sandersfeld, Planning and Development Director

Sherry Sutphen , City Attorney

Jeanann Hand, Deputy City Clerk

Patrick Comiskey, City Manager

Approved - 4/26/2022

Approved - 4/27/2022

Approved - 4/27/2022

Final Approval - 4/28/2022

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO A CHARTER AMENDMENT FOR THE 2022 BALLOT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING PROPOSED CHARTER AMENDMENT WITH TITLE AND BALLOT QUESTION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE AND CODIFICATION.

WHEREAS, Florida Statutes, Section 166.031, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality, proposed amendments to its charter; and

WHEREAS, pursuant to the City of Mount Dora Charter, the City Council shall cause the Charter to be reviewed, no less than once every five years; however, may cause amendment to the same at any time deemed appropriate; and

WHEREAS, on September 21 2021, the City adopted Resolution No. 2021-115, which created the Building Height Advisory Committee; and

WHEREAS, on April 5, 2022, following absolute dedication and clear focus to the task at hand, the City of Mount Dora Building Height Advisory Committee delivered its report and recommendations to City Council; and

WHEREAS, based on the report and recommendations of the Building Heights Advisory Committee, the City of Mount Dora has determined that it is appropriate to propose revisions to the City's Charter; and

WHEREAS, the City of Mount Dora has determined that it is in the best interest of its citizens to submit the Charter amendment proposed herein to the registered voters of Mount Dora at the general election to be held on November 8, 2022.

NOW, THEREFORE, BE IT ORDAINED 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 the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. IMPLEMENTING ADMINISTRATIVE ACTIONS.

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

B. The City Clerk, as the Filing Officer for the City, is hereby directed to coordinate with the Lake County Supervisor of Elections, as necessary, to ensure that all advertising, translation and notice requirements are met to conduct the referendum election called for in Section 3 hereof.

SECTION 3. PROPOSED CHARTER AMENDMENTS WITH TITLE AND BALLOT QUESTION.

The amendment to the City of Mount Dora Charter as set forth hereafter shall be proposed to the registered voters of Mount Dora by way of the title and ballot question specified at the general election to be held on November 8, 2022. Underlined words constitute additions.

ARTICLE VII. BUILDING HEIGHTS

Section 32. – Limitations, Exceptions, Variances

- a. *Building Height Impact District.* The Building Height Impact District as used herein shall mean the City's Historic Preservation Review Area and the lands within 100 feet of the normal high-water control level of Lake Dora, as depicted in the City of Mount Dora Comprehensive Plan 2045, Future Land Use Map Series, Map II-2e, as of the effective date of this Article,
- b. As of the effective date of this Article, no building or other structure shall be constructed, erected, situated or located, in the Building Height Impact District, which exceeds thirty-five (35) feet in height, excluding structural appurtenances as set forth in the City of Mount Dora Land Development Code and measured pursuant to the Definitions established by the City of Mount Dora Land Development Code.
- c. As of the effective date of this Article, no building or other structure shall be constructed, erected, situated or located, within one hundred (100) feet of the shoreline of Lake Dora in the Building Height Impact District, which exceeds twenty-five (25) feet in height, excluding structural appurtenances as set forth in the City of Mount Dora Land Development Code and measured pursuant to the Definitions established by the City of Mount Dora Land Development Code.

- d. Any [legally non-conforming](#) building or structure, existing as of the effective date of this Article, shall be exempt from the provisions of this Article and in the event of destruction of any such [legally non-conforming](#) building or structure, in whole or in part, said [legally non-conforming](#) building or structure may be rebuilt to a height not exceeding the height of the same at the time of destruction, subject to all applicable City codes, rules and regulations which are in effect at the time of [such](#) reconstruction.
- e. A Building Height Impact District Variance of up to five (5) additional feet may be pursued from the building height limitations set forth herein by way of the process set forth in the City of Mount Dora Land Development Code. The Building Height Impact District Variance process as set forth in the City of Mount Dora Land Development Code on the effective date of this Article may only be revised if the proposed revision is submitted to the electors during a general election and approved by majority vote.

TITLE:

Establishing City of Mount Dora Charter, Article VII, Building Heights, Section 32, Limitations, Exceptions, Variances.

QUESTION:

Vote YES [for an Amendment to the Charter which](#) limits building heights, in the Building Height Impact District, to 35 feet and within 100 feet of the Lake Dora [high-water mark](#), in the Building Height Impact District, to 25 feet, [excluding certain structural appurtenances and providing](#) exceptions for existing [non-conforming](#) structures [and](#) variance capabilities, not to exceed 5 additional feet or vote NO if you do not want a [Charter Amendment](#) which limits [building](#) heights.

YES ____

NO ____

SECTION 4. SCRIVENER'S ERRORS.

Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. SAVINGS CLAUSE.

All prior actions of the City pertaining to amending the City Charter, as set forth herein, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. CONFLICTS.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair

the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE AND CODIFICATION.

A. This Ordinance shall become effective immediately upon enactment by the City Council and recordation in the Public Records of Lake County, Florida.

B. The Charter amendment proposed in Section 3 of this Ordinance shall become effective if a majority of the electors, voting in the general election on November __, 2022, vote in favor of such amendment. Thereafter, the approved amendment shall be codified into the City of Mount Dora Code of Ordinances and be renumbered or re-lettered as deemed appropriate by the codifier. The City Clerk shall file the revised Charter with the Department of State.

FIRST READING: _____

SECOND READING: _____

PASSED AND ADOPTED this _____ day of _____, 2022.

CRISSY STILE
MAYOR, City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen
City Attorney