



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES
June 20, 2023, 6:00 PM
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Have been duly advertised as required by law, Mayor Crissy Stile called to order the June 20, 2023, meeting of the Mount Dora City Council at 6:00 p.m.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Vice-mayor Crail.

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-mayor
John Cataldo, District 1
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Also Present

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

Members Not Present

Cal Rolfson, District 2

PRESENTATIONS

1. Mount Dora Fun Fact
Mayor Stile presented information about the first black Mount Dora City Council member, Dr. Cauley Lott.
2. Home Rule Hero Awards
Florida League of Cities University Director Lynn Tipton presented the Home Rule Hero Award to Councilmember Doug Bryant. Councilmember Bryant spoke.

PUBLIC COMMENT

Mayor Stile opened public comment.

Rozann Abato, 541 East First Avenue, spoke about the City Council special meeting that took place on June 15th.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE AGENDA; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

City Manager Comiskey announced the agreement with Lane Electronic and Alarm Systems, Inc. being presented for approval tonight has been updated. The most recent agreement was provided to Council and is attached to the minutes as Exhibit A.

CONSENT AGENDA

1. Request approval of Amendment 1 between the City of Mount Dora and Cathcart Construction Company - Florida LLC, related to Public Works projects under two million dollars
2. Request approval of Amendment 4 to the Agreement between the City of Mount Dora and Allied Universal Corporation
3. Request approval of agreement between the City of Mount Dora and Lane Electronics and Alarm Systems, Inc (Lane) for fire protection services for all City facilities
4. Request Approval of Task Authorization with Neel-Schaffer for Donnelly Street Resurfacing Project from 5th Avenue to Limit Avenue
5. Request Approval of Task Authorization for Guardian Equipment, Inc.to Replace Chlorine Storage Tanks at Water Treatment Plant No. 1
6. Request for Authorization for the Mayor to Sign the Federally-funded State of Florida Division of Emergency Management Sub-Recipient Grant Agreement for Donnelly Street Stabilization, Erosion Control
7. Request Authorization for the Mayor to Sign the Award Agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG) Outfitting C.O.P. Vehicles
8. Request Approval to Apply for The General Program Support Grant and Request Authorization for the Mayor to Sign the Application Once Complete
9. Request Approval of a Change Order Price Increase to the AC Schultes' Well No. 4 Rehabilitation Assignment
10. Request authorization to purchase playground equipment and installation for Summerview Park in the amount of \$150,000.00, in accordance with that Piggyback Agreement approved on February 7, 2023, between the City of Mount Dora and Rep Services, Inc.
11. Request Adoption of **Resolution No. 2023-24**, Approval of Aerial Fireworks Display at July 3, 2023, Freedom on the Waterfront Event
12. Request Adoption of **Resolution No. 2023-25**, Approval of Aerial Fireworks Display at the July 29, 2023, Last Call Mount Dora Summer Concert Event
13. Request Approval to Reschedule the September 5, 2023, City Council Regular Session to September 7, 2023, and to Reschedule the September 19, 2023, Regular Session to September 21, 2023, to Accommodate Lake County Public Hearing Dates
14. Request Approval of Meeting Minutes
 - May 22, 2023, City Council Special Meeting Minutes
 - May 22, 2023, City Council Work Session: JPA Agreements Minutes
 - June 6, 2023, City Council Regular Session Minutes

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

ACTION ITEMS

1. Pursuant to City of Mount Dora Code of Ordinances, Section 2-2-271, Roland Williams is requesting a code enforcement lien reduction for fines incurred against 1326 North Orange Avenue

Mr. Williams explained the reasons for his request for a lien waiver or reduction. He distributed related material, which is attached to the minutes at Exhibit B. He answered questions from Councilmembers regarding his property and activities related to the lien.

It was determined Mr. Williams met the conditions for a waiver. Councilmembers discussed Mr. Williams's circumstance and compared it to the waiving of fines for another property owner who recently made a similar request.

MOTION BY COUNCILMEMBER WALKER TO REDUCE TO ZERO THE FINES ON THE 1326 NORTH ORANGE AVENUE PROPERTY, AND TO ASK AND ENCOURAGE MR. WILLIAMS TO CONTINUE THE WORK, AND NOT TO ALLOW HIS PROPERTIES TO REACH CONDITIONS EVENTUATING A LIEN; COUNCILMEMBER CATALDO SECONDED THE MOTION.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION PASSED WITH A 5-1 ROLL CALL VOTE.

YES	Walker
	Cataldo
	Dawson
	Bryant
	Stile
NO	Crail

2. City Manager Discussion Conclusion

The City Manager spoke of his wish to reach a conclusion for this issue.

It was agreed a third party would be brought in to address the matter, with a focus on conflict resolution. Scheduling around Councilmember absences was discussed.

Mayor Stile opened public comment.

Charlie Sanz, 987 Page Lane, spoke about dysfunction in the City.

Joe Lewis, 148 Charles Avenue, commended Council for their work thus far, but urged Council not to rush the process. He reminded them of the purpose of a 360 review.

Josh Hemingway, 1177 East Fifth Avenue, spoke in support of the City Manager.

Barbara Hardin Hall, 263 August Fern Loop, questioned satisfaction with the survey report.

Robert Gordon, 601 East First Avenue, advised developing a scope of work for further action.

David Olson, 1511 Granite State Court, spoke about the decision to remove police dispatch.

Frank Kerwin, 1110 East Fifth Avenue, expressed disapproval of the public criticism of the City Manager.

Jay Smith, 1046 McDonald Street, also expressed his disapproval of the past recent items related to the City Manager.

Lyn Tacher, 831 St. James Way, spoke in support of the City Manager.

Adrian Coombes, 408 West Ninth Avenue, expressed support for the City Manager.

John, Sullivan Ranch, suggested working as a team.

Mayor Stile closed public comment.

Ms. Sutphen reviewed sections of the City Charter that apply to this item.

MOTION BY COUNCILMEMBER BRYANT TO MAKE CONTACT WITH AN APPROPRIATE NUMBER OF CONSULTANTS IN ACCORDANCE WITH THE CITY'S PURCHASING POLICY AND OBTAIN QUOTES TO MOVE FORWARD WITH CONFLICT RESOLUTION, AND FOR COUNCILMEMBER DAWSON TO CREATE A SCOPE OF WORK FOR THIS PROCESS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 5-1 ROLL CALL VOTE.

<i>YES</i>	Bryant
	Walker
	Cataldo
	Dawson
	Crail
<i>NO</i>	Stile

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Final Reading and Adoption of **Ordinance No. 2023-06**, Amendment to Chapter 42 of the Mount Dora Code of Ordinances to allow Golf Carts on Certain City Streets.

City Attorney Sutphen read Ordinance No. 2023-06 by title only.

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42 TRAFFIC AND VEHICLES AND THE USE OF GOLF CARTS IN THE CITY OF MOUNT DORA; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE I, IN GENERAL, SECTION 42-4, GOLF CART USAGE ON CERTAIN STREETS; ESTABLISHING CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, ARTICLE V, GOLF CARTS AND LOW SPEED VEHICLES; PROVIDING A SUNSET CLAUSE; 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.

Ms. Sutphen described the changes that had taken place since the second first reading on June 6, 2023, which involved removing the light bar language and adding a provision to sunset the ordinance. Parking solutions and signage are still being considered.

Mayor Stile opened public comment.

Rick Bridges, 1701 Park Forest Boulevard, President of the Country Club of Mount Dora Homeowners Association, confirmed Country Club of Mount Dora residents would not have to register their golf carts and could drive on the streets. The City would allow golf carts on City right of ways 24 hours a day.

MOTION BY COUNCILMEMBER CATALDO TO ADOPT ORDINANCE NO. 2023-06 AMENDMENT TO CHAPTER 42 OF THE MOUNT DORA CODE OF ORDINANCES TO ALLOW GOLF CARTS ON CERTAIN CITY STREETS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

<i>YES</i>	Cataldo
	Walker
	Dawson
	Bryant
	Crail
	Stile
<i>NO</i>	None

2. Request Final Reading and Adoption of **Ordinance No. 2023-10**, Amending Section 3.5 of the Land Development Code for model homes

City Attorney Sutphen read Ordinance No. 2023-10 by title only.

ORDINANCE NO: 2023-10

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE RELATED TO TEMPORARY SALES OFFICES AND MODEL HOMES IN NEW DEVELOPMENTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER III, ZONING REGULATIONS, SECTION 3.5, SUPPLEMENTAL REGULATIONS; 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.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE FINAL READING OF ORDINANCE NO. 2023-10; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED BY A 6-0 ROLL CALL VOTE.

<i>YES</i>	Crail Dawson Cataldo Walker Bryant Stile
<i>NO</i>	None

3. Request Adoption of **Resolution No. 2023-17** Pertaining to Fiscal Year 22-23 Budget Amendment Related to the City Hall Expansion Project and Approval of the Task Authorization with CPH, LLC for Architectural and Engineering Design Services Associated with the City Hall Expansion Project

City Attorney Sutphen read Resolution No. 2023-17 by title only.

RESOLUTION 2023-17

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE FISCAL YEAR 2022-23 BUDGET RELATED TO THE CITY HALL EXPANSION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF FISCAL YEAR 2022-23 BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Comiskey reviewed the history of the item and stated the goals are to provide additional office space and more room in Council Chambers. Council and staff discussed the amount of space that would be gained and the limitations of the expansion.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2023-17 FOR THE CITY HALL EXPANSION; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS ROLL CALL VOTE.

<i>YES</i>	Walker Dawson Cataldo Bryant Crail Stile
<i>NO</i>	None

4. Request Adoption of **Resolution No. 2023-23**, Preliminary Fire Assessment Rate

City Attorney Sutphen read Resolution No. 2023-23 by title only.

RESOLUTION NO. 2023-23

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE RE-IMPOSITION OF THE FIRE SERVICES SPECIAL ASSESSMENT AND ESTABLISHMENT OF PRELIMINARY ASSESSMENT FOR FISCAL YEAR 2023-24; PROVIDING FOR AUTHORITY; PROVIDING A PURPOSE AND DEFINITIONS; PROVIDING FOR THE DELIVERY OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE SERVICES SPECIAL ASSESSMENTS; PROVIDING A LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING FOR COST APPORTIONMENT METHODOLOGY; PROVIDING FOR PARCEL APPORTIONMENT METHODOLOGY; PROVIDING A DETERMINATION OF FIRE SERVICES ASSESSED COSTS AND THE ESTABLISHMENT OF ANNUAL FIRE SERVICES SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023-24; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING FOR AUTHORIZATION OF PUBLIC HEARING; PROVIDING FOR NOTICE BY PUBLICATION; PROVIDING FOR NOTICE BY MAIL; PROVIDING A METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Comiskey explained the rate announced tonight is a preliminary. The final amount will be confirmed as the City moves further along in the budget process. The preliminary rate is ten dollars higher than last year's final rate, but may be lowered when the final rate is announced in September.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY VICE-MAYOR CRAIL TO ADOPT RESOLUTION NO. 2023-23 SETTING THE PRELIMINARY FIRE ASSESSMENT RATE AT \$2.19; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES Crail
 Dawson
 Cataldo
 Walker
 Bryant
 Stile
NO None

CITY MANAGER'S REPORT

1. Approve Designation of Acting City Manager for Future Leave

The City Manager announced the designation of Internet Technology Director Jim Faulkner as acting city manager in the event of the City Manager's absence for 3-21 days.

2. Informational - Procurement Notification

Mr. Comiskey directed attention to the notifications included in the agenda packet regarding fleet purchases for the police department involving Stingray Chevrolet and Dana Safety and Supply.

3. Lobbyist Update

Mr. Comiskey reported the Donnelly Street appropriation was approved, but the Community Center appropriation was vetoed by the Governor.

CITY ATTORNEY'S REPORT

Ms. Sutphen reported a lawsuit related to the City's building fees would be moved to Federal Court. She also spoke about the AMCO magistrate mediation that would take place June 27th at 9:00 a.m. She explained how the mediation would be conducted.

COMMUNICATIONS AND REPORTS

1. Councilmember Walker commended the City for its celebration of diversity.
2. Councilmember Bryant referred to the Communication Plan recently distributed by the City Manager.
3. Councilmember Cataldo thanked the residents for their interest in their City.
4. Councilmember Dennis Dawson commented favorably on the Juneteenth celebration.
5. Mayor Crissy Stile also spoke about the Juneteenth event.

ADJOURNMENT

MOTION BY COUNCILMEMBER WALKER TO ADJOURN; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 8:15 p.m.



CRISSY STILE, MAYOR
City of Mount Dora



JEANANN HAND, CITY CLERK
City o Mount Dora

EXHIBIT A

Agreement



Account No. _____

Password _____

Verbal Duress _____

1891 W. Fairbanks Avenue Winter Park, FL 32789 Agreements@LaneElectronics.com

This agreement made as of this 20 day of June, 2023 by and between Lane Electronics & Alarm Systems, Inc., (herein "Lane Electronics & Alarm Systems, Inc.") and City of Mount Dora (herein "Subscriber")

1. Lane Electronics & Alarm Systems, Inc. agrees to install or cause to be installed, during the term of this Agreement the protection, (hereinafter sometimes referred to as the "System") described in the Schedule of Protection set forth (or in a separately attached Schedule of Protection). at the premises of Subscriber at: _____

Street City St Zip Code XST Subd

SCHEDULE OF PROTECTION:

Police Department: _____

- ☐ Master Control Panel: Type _____ ☐ Transformer ☐ Battery ☐ Siren ☐ Keypad Control # _____
- ☐ Door Contacts # _____ ☐ Window Contacts # _____ ☐ Security Screens # _____ ☐ Glass Break Detectors # _____
- ☐ Motion Detectors # _____ ☐ Panic/Holdup Button ☐ Two-Way Voice ☒ Monitoring Service ☐ App Service
- ☐ Extended Warranty ☐ Cellular / Wireless Backup / Network
- ☐ Fire Alarm Testing & Inspection ☐ Repair & Maintenance Services Phone Line Panel is on _____
- ☐ Some or All Equipment Pre-existing, and not covered by any warranty

NOTES: Includes Exhibit A and Schedule B

EMERGENCY CALL LIST:

NAME

TELEPHONE NUMBER

2. It is understood and agreed by and between the parties hereto that Lane Electronics & Alarm Systems, Inc. is not an insurer, nor is the agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any will be obtained by the Subscriber. Charges are based solely upon the value of the services provided and are unrelated to the value of the Subscriber's property or the property premises. The amounts payable by the Subscriber are not sufficient to warrant Lane Electronics & Alarm Systems, Inc. assuming any risk of consequential or other damages to the subscriber due to Lane Electronics & Alarm Systems, Inc. negligence or failure to perform except as specifically provided for in this Agreement. Subscriber does not desire this Agreement to provide for the liability to Lane Electronics & Alarm Systems, Inc. and Subscriber agrees that Lane Electronics & Alarm Systems, Inc. shall not be liable for loss of damage due directly or indirectly to any occurrence or consequences therefrom, which the service is designed to detect or avert. From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any which may proximately result from a failure on the part of Lane Electronics & Alarm Systems, Inc. to perform any of its obligation hereunder, or the failure of the System to properly operate. If Lane Electronics & Alarm Systems, Inc. should be found liable for loss or damage due to failure on the part of Lane Electronics & Alarm Systems, Inc., or its system, in any respect, such liability shall be limited to an amount equal to ten percent of one year's recurring service charge or the amount of \$250.00, whichever is greater, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage. Irrespective of cause or origin, results directly or indirectly to persons or property from the performance or non-performance of the obligation set forth by the terms of this agreement or from negligence, active or otherwise, of Lane Electronics & Alarm Systems, Inc. its agents or employees. In the event that Subscriber desires Lane Electronics & Alarm Systems, Inc. to assume greater liability for the performance of its services under this agreement, a choice is hereby given of obtaining full or limited liability by paying an additional amount proportioned to the amount of liability Lane Electronics & Alarm Systems, Inc. will assume. If this option is chosen, an additional rider shall be attached setting forth the additional liability of Lane Electronics & Alarm Systems, Inc., and the additional charges.

3. Subscriber agrees to pay to Lane Electronics & Alarm Systems, Inc. the installation charges indicated by paying an amount equal to 50% of the total installation charges at the time of signing this agreement and by paying the amount of the BALANCE DUE upon completion of the installation. Further, the Subscriber agrees to pay to Lane Electronics & Alarm Systems, Inc. the amount of the RECURRING SERVICE CHARGE indicated below, in advanced during the term of this Agreement and any automatic renewal thereof. IN ADDITION, IN THE EVENT OF TERMINATION BY THE SUBSCRIBER PRIOR TO THE END OF THE TERM OF THE AGREEMENT, THE AGREED UPON DAMAGE PAYMENT SET FORTH SECTION 15 HEREOF, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE.

4. Subscriber acknowledges that security representative has advised the subscriber of additional equipment available for the protection of the subscriber and the subscribers premise and the charge associated with these items. (Customer Initials _____)

Installation Charges:

Installation Price \$ _____
Cellular/Radio Backup \$ _____
Other \$ _____
Use or Sales Tax (if applicable) \$ _____
Total \$ _____
Deposit Received: \$ _____
(50% of Total Installment Charges)
Balance Due \$ _____

Lane Electronics & Alarm Systems, Inc.

State License EF0000563

Approved _____

Authorized Representative

Date _____

Monthly Charges:

Central Station Monitoring Service \$ _____
Cellular/Radio/Network \$ _____
App Service \$ _____
Time Test, Open/Close, Inspection \$ _____
Extended Warranty, Repair & Maintenance \$ _____
Sales Tax \$ _____
Total Monthly Service Charge \$ _____
Billing Cycle: ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual
Social Security # _____

*See Schedule B

Subscriber Signature

Date

Please Print Name

Phone Number

The terms and conditions contained on the second page of this agreement are incorporated herein and by reference made a part hereof.

5. Lane Electronics & Alarm Systems, Inc. does not represent or warrant that the System may not be compromised or circumvented. Subscriber acknowledges that Lane Electronics & Alarm Systems, Inc. is not an insurer, that Subscriber assumes all risk for loss or damage to Subscriber's premises or to its contents, whether belonging to Subscriber or others; that Lane Electronics & Alarm Systems, Inc. has made no representations or warranties, express or implied, except as which sets forth Lane Electronics & Alarm Systems, Inc. obligations and maximum liability in the event of any loss or damage to Subscriber.
6. The terms of this Agreement shall be three (3) years from the date service is first operative under this Agreement and shall automatically renew at the end of each term, for an additional three-year term. At the end of this term, the Agreement is terminable by either party upon the giving of a thirty (30) days prior written notice to that effect to the other party, provided however, that the Subscriber shall pay all charges due for services rendered prior to the termination date. Due to the investment of time, discounting of equipment, Lane Electronics & Alarm Systems, Inc., will not release the Subscriber from this contract, for any reason whatsoever, including Sale of home, unless the balance of the contract is paid in full, or the new homebuyer resigns with Lane Electronics & Alarm Systems, Inc. for the minimum term of remaining contract.
7. Testing: It shall be the responsibility of the Subscriber to test the operation of the alarm system to assume its operation. Further, it shall be the responsibility of the Subscriber to authorize and request repairs when needed.
8. It is understood by Subscriber that the security system is dependent on operational communication, including, but not limited to, phone line, cellular network, or internet communications. Lane Electronics & Alarm Systems, Inc. is not responsible, ***Nor will be held liable, for any loss **due to loss of communication or service from any communication path or their third-party providers. Nor will Lane Electronics & Alarm Systems, Inc., be liable for communication from the Subscriber's premise to the central station if communication is cut, disabled, placed on vacation service, out of order or for any other type of interruption of service. It is also understood that backup communications may be available, and it's the customer's sole responsibility to request and pay for a backup communication source.
9. The Subscriber agrees to furnish Lane Electronics & Alarm Systems, Inc. in writing and on a continuing basis, a list of names and phone numbers of persons (responders) to be notified upon receipt of a signal and to take full responsibility for the accuracy of such information. Subscriber hereby authorizes and directs Lane Electronics & Alarm Systems, Inc. as its agent to detain and cause the arrest of every person found in and about the premises without authorization and to hold every such person until released by a representative of Subscriber set forth in the list pursuant to this Agreement or delivered into police custody; in all such cases the Subscriber agrees to indemnify and hold Lane Electronics & Alarm Systems, Inc., its employees and agents harmless against all liability, cost, damage or expense (including reasonable attorney's fees) in consequence of such arrest and /or detention.
10. Subscriber acknowledges that whatever permission is necessary has been obtained from local law enforcement agencies for the monitoring of the security system. Subscriber shall accept responsibility for any registration, fees, fines or levies imposed by local governmental bodies with regard to the alarm system, false alarms or dispatch of fire or police resulting from a signal received at the central station.
11. In the event any person not a party to this Agreement shall file any claim against Lane Electronics & Alarm Systems, Inc. for any reason whatsoever related to the service furnished hereunder including without limitation the installation, repair, monitoring, operation, mis-operation or non-operation of the system. Subscriber agrees to indemnify, defend and hold Lane Electronics & Alarm Systems, Inc. its employees and agents from any and all claims, including payment of all damages, expenses and cost (including reasonable attorney's fees).
12. In the event any taxes, fees and charges related to the system, the installation or the service, are increased, or if additional taxes, fees, charges or utility charges are imposed, then Lane Electronics & Alarm Systems, Inc. shall have the right, at any time, to pass on to the Subscriber the amount of any such charges. Notwithstanding any other terms and conditions set forth herein, after the expiration of one (1) year of the completion of installation, Lane Electronics & Alarm Systems, Inc. may increase the recurring service charge upon giving the Subscriber notice in writing within thirty (30) days after receipt of the company's notice, subscriber may exercise its right to cancel, provided the Subscriber shall not then be in default of any of the terms and conditions of this Agreement. Failure to notify Lane Electronics & Alarm Systems, Inc. within thirty (30) days will constitute the Subscriber consent to the increase and all of the other terms and conditions of this Agreement shall remain in full force and effect.
13. This Agreement may be assigned by Lane Electronics & Alarm Systems, Inc. without the consent of the Subscriber and Lane Electronics & Alarm Systems, Inc. shall have the further right to subcontract any services which it is obligated to perform hereunder.
14. This Agreement is not binding unless approved in writing by authorized representative of Lane Electronics & Alarm Systems, Inc. If such approval is not obtained, the only liability of Lane Electronics & Alarm Systems, Inc. shall be to return Subscriber the amount, if any, paid to Lane Electronics & Alarm Systems, Inc. upon signing of this Agreement by its Sales Representative.
15. Customer agrees that monitoring shall commence three (3) business days following installation and only after receipt of 1st monitoring billing cycle and final installation balance.
16. Central station signal receiving and notification service shall be provided if the first page of this Agreement includes a **charge** for Central Station Signal Receiving. And in the event an alarm signal registers at Central Station, Central Station shall endeavor to notify the appropriate Police or Fire department and the designated representative of Subscriber. In the event a supervisory signal registers a Central Station, Central Station shall endeavor to notify the designated representative of the Subscriber.
17. In the event Subscriber defaults in the performance of any of the terms or conditions of this Agreement, including the failure to make any payment as agreed herein, the balance of the moneys due for the unexpired term of this Agreement shall immediately become due and payable. In addition, Subscriber agrees to pay to Lane Electronics & Alarm Systems, Inc. all sums to which Lane Electronics & Alarm Systems, Inc. may be entitled under the law by virtue of said default, including reasonable attorney's fees and or collection fees.
18. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in fullforce and effect.
19. At Lane Electronics & Alarm Systems, Inc.'s option, the Subscriber may be charged for any false alarm caused by the Subscriber or for any unnecessary service run. The Subscriber also agrees to pay additional service calls during the fire marshal inspections and agrees to pay for any additional required devices by the fire marshal.
20. Warranty: If direct sale is indicated on the reverse side, there is a one-year warranty parts & labor. Conditions not included by warranty are: Damage resulting from accidents, act of God, alteration, misuse, tampering, abuse or failure of the Subscriber to properly follow operating instructions. Subscriber shall notify Lane Electronics & Alarm Systems, Inc. for warranty service. Upon inspection by Lane Electronics & Alarm Systems, Inc. representative, should it be found necessary to make repairs to the system due to one of the "conditions" not covered by warranty, an assessment and repair charge will be made for such repair by Lane Electronics & Alarm Systems, Inc. then applicable rates for labor and material. Service will be furnished by Lane Electronics & Alarm Systems, Inc. during normal working hours 8:30 A.M. to 5:00 P.M. , Monday through Friday, except holidays. Repair after said schedule must be approved by Lane Electronics & Alarm Systems, Inc. and will be charged at Lane Electronics & Alarm Systems, Inc. after hours applicable rates.

EXHIBIT "A"

Alarm Monitoring Contractor: Lane Electronics & Alarm Systems, Inc. ("Lane")

Subscriber: City of Mount Dora ("City")

Properties listing:

1. Mount Dora WTP – 1600 Niles Rd, Mount Dora 32757
2. Mount Dora Old Fire Station 35 – 4300 Hwy 19A, Mount Dora 32757
3. Mount Dora Community Center – 520 N. Baker St, Mount Dora 32757
4. Mount Dora City Hall – 510 N. Baker St, Mount Dora 32757
5. Mount Dora MLK Center – 803 Florida Ave, Mount Dora 32757
6. Mount Dora Annex Building – 900 Donnelly St, Mount Dora 32757
7. Mount Dora FD/PD – 1300 Donnelly St, Mount Dora 32757
8. Mount Dora Library – 1995 Donnelly St, Mount Dora 32757
9. Mount Dora Frank Brown Park – 1245 E. Pine Ave, Mount Dora 32757
10. Mount Dora New Fire Station 35 – 3200 North Hwy 19A, Mount Dora 32757
11. Mount Dora Simpson Farmhouse
12. Mount Dora Evidence Trailer

SCHEDULE B

Lane Electronics & Alarm Systems

Number of Buildings

9
Fire

6
Security

Initial Inspection, \$
Installation, Programming

6,640.50 Proposal 242067

Cell communicator (8) as \$
fire station already has one installed

395.00 \$

295.00 One time fee

Monthly Charge \$

67.50 \$

32.00

Annual fee

Cell communicators and 1st \$
monthly fee

5,729.50 Proposal 243127

\$ 9,594.00

Total Initial Cost

\$ 12,370.00

ADDENDUM TO AGREEMENT

Alarm Monitoring Contractor: Lane Electronics & Alarm Systems, Inc. ("Lane")

Subscriber: City of Mount Dora ("City")

Property: See **Exhibit "A"** attached hereto for list of City properties

The following terms are made part of the Agreement concerning the alarm monitoring services between Lane and the City for the above referenced Property.

1. Section 3 of the Agreement is hereby amended to delete reference to Section 15 and replace the same with Section 17.

2. Section 6 of the Agreement is deleted in its entirety and replaced with the following:

The Term of this Agreement shall be for a period of one (1) year from the date of execution by the City with the ability to renew for successive periods of one (1) year, provided such renewal is through written amendment to the Contract between the parties. This Agreement is terminable by either party given thirty (30) days written notice to the other party. In the event of termination, the City shall pay all charges due for services rendered prior to the effective date of termination. If such termination is initiated by the City or due to default of the City, the City shall pay all amounts due through the end of the current Term of the Agreement which is being terminated.

3. Section 12 is hereby amended to include the following:

Lane acknowledges that the City is a tax-exempt government entity.

4. Section 17 is deleted in its entirety and replaced with the following:

In the event Subscriber defaults in the performance of any of the terms or conditions of this Agreement, including the failure to make any payments as agreed herein, the balance of the moneys due for the unexpired term of the Agreement shall immediately become due and payable.

**LANE ELECTRONICS & ALARM
SYSTEMS, INC.**

CITY OF MOUNT DORA

Print: _____
Title: _____

Print: _____
Title: _____

EXHIBIT B

Date: June 20, 2023

**Roland V. Williams
4104 Golden Leaf Grove
Peachtree Corners, GA 30092
321-947-5253**

**Mount Dora City Officials
555 Baker Street
Mount Dora, FL 32757**

RE: REMOVAL OF 1326 N ORANGE STREET LIEN

To City Officials,

We are here because I believe that there has been a serious error on the part of the Code Office in applying for a lien against my property. As an introduction to this situation, the City was asked to come to my property to remove the occupants of the property. This house was not a rental property for the past 9 years. My oldest brother, James Williams, moved into this house in 2013 and lived there until he had a medical emergency in July of 2021. James did not return to this home again but was confined to the auspices of Advent Health Care.

By August 2021, it was decided that James would not return, it became obvious that the house would be closed and his sons, Jamie and Jason would need to leave. As I began to talk to them about leaving, it became increasingly more evident that they were firm on continuing to live there with rent free, and they could do drugs and sell drugs without being challenged by the police. By late September, the boys had become so belligerent and hostile toward me about staying in the house they were openly selling drugs. An eviction was given to them in October 2021 to begin a process of removal, and later it was realized that an ejection was required because it was not a rental.

About November 2021, the City Code and Building Department were requested to come to the property to influence them to move. These departments left warnings of the building not being safe and fit for human habitation, but this did not influence them since the officials never threaten them with any actions. While still trying to get an ejection processed through the Lake County courts, in early November after the water and electricity were turned off, the occupants started using a gas generator. On November 6, I had written to City official to encourage their removal for the fire hazard and later to use the Noise Ordinance. The city enforcers had no teeth in the matter and could not or would not enforce any of the relevant laws.

Finally, the ejection order was to be served on November 23, 2021. Actions that were taken after their removal: 1) Cleared the property of all the furnishings and unwanted clothing; 2) A team of housekeepers worked clearing and sanitizing the house of bugs and debris; 3) Surveyed the property for needed repairs to close holes in the walls, floors, and windows.

Started addressing specific concerns of the Code Officers:

- 1) Met with Code Officer, Michelle Miles on February 9, 2022, at the property for her to verify that all unsafe conditions had been removed. There were holes in the wall of the second bedroom and front window stuffed with clothing; the back bedroom had an unknown leak down through a light fixture. A roof repair had been made to seal the leak.
- 2) By April 2022, the porch, which was a source of much complaint because the roof was leaking and there were holes in the floor was in need of attention. A structural engineer, Richard Richardson, PE of Orlando, was consulted on best options for use or demolition of the porch. It was decided to demolish the porch and replace it with a 10x20 deck. Drawings were submitted to the city and approved by the Building Department. Several approvals have been made by the Building Department for the deck, and it is close to completion.
- 3) In May 2022, the rolled roof structure was totally removed and replaced by a metal roof system.

In summary, the property is a work in progress, and I have worked daily with City officials as necessary to bring the property into compliance.

Sincerely,

Roland V. Williams, Owner
321-947-5253

Path I to Remove 1326 North Orange Street Lien

July 2021 James Williams, the legal occupant of the property became ill and was eventually housed at Advent Senior Center.

July 2021 Jamie and Jason Williams were notified of an eviction to leave premises because of drug selling, etc.

November 2021 Asked City Building Department to survey property for building violations to encourage occupants to move.

November 5, 2021, City Building Inspector found the property unsafe and sighted areas of concern.

November, 2021, City Code Officer Inspects property and writes a Code Violations Report.

November 6, 2021, Owner writes letter to Officials about fire hazard per occupant using gas generator to compensate for water and electric turned off.

November 23, 2021, an ejection notice was served by Lake County Sheriff's Office.

February 9, 2022, Owner met Code Officer Michelle Miles at property to get status of completed work.

February 10, 2022, Code hearing with the City Magistrate Court. A date of August 9, 2022 was set for compliance with the next hearing on August 18, 2022.

April 13, 2022, Permit # P22-04-0042 was issued to re-roof the entire house in metal.

May 6, 2022, Permit # P22-05-0017 was issued to demolish porch and to replace with a deck. Also, included was to add vent for kitchen sink and placing wood siding.

August 18, 2022 Cancelled hearing.

September , 2022 Hearing status unknown.

October , 2022 Hearing status not clear.

Path I to Remove 1326 North Orange Street Lien. Continued

November, 2022 Hearing status not clear.

December, 2022 Hearing status not clear.

Path II to Remove 1326 North Orange Street Lien

February 10, 2022, Code hearing with the City Magistrate Court. A date of August 9, 2022 was set for compliance with the next hearing on August 18, 2022.

August 18, 2022 Cancelled hearing.

September , 2022 Hearing status unknown.

October , 2022 Hearing status not clear.

November, 2022 Hearing status not clear.

December, 2022 Hearing status not clear.

--The recorded instrument #2022161135 of the Clerk of the Courts dated 12/16/2022, contains a reference to a property not belonging to me at 403 E. Jackson Avenue.