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

Mount Dora City Council

Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757

February 20, 2024, 6:00 PM

AGENDA REVISED

**Agenda Revised on 2/20/2024 to Add Consent Agenda Item 2*

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact

PUBLIC COMMENT

APPROVAL OF AGENDA

CONSENT AGENDA

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

CITY MANAGER'S REPORT

1. Lobbyist Update 54

CITY ATTORNEY'S REPORT

- Councilmember John Cataldo
- Councilmember Cal Rolfson
- Councilmember Dennis Dawson
- Councilmember Nate Walker
- Councilmember Doug Bryant
- Vice-mayor Marc Crail
- Mayor Crissy Stile

UPCOMING MEETING DATES

- March 5, 2024, 6:00 PM, Regular Session
- March 19, 2024, 6:00 PM, Regular Session
- April 2, 2024, 6:00 PM, Regular Session
- April 16, 2024, 6:00 PM, Regular Session

ADJOURNMENT

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

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

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

DATE: **February 20, 2024**

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

FROM: **Vince Sandersfeld, Acting City Manager**

SUBJECT: Interlocal Agreement Related to Distribution of Tax Deed Overbid Funds

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Introduction:
Request approval of the Interlocal Agreement with Lake County Clerk of the Circuit Court Related to Distribution of Tax Deed Overbid Funds

Discussion:
This agreement will pay unpaid code lien fines to the City from the excess funds paid through tax deed sales.

Budget Impact:
$97,416.81 in Code Lien revenue to the general fund.

Strategic Impact:
Quality of life and economic development.

Recommendation:
City Council to approve Interlocal Agreement Related to Distribution of Tax Deed Overbid Funds.

Attachment(s):
1. Agreement_1.3.24 - FINAL

Prepared by:	Adam Sumner, CRA Administrator	
Reviewed by:	Aneta Barton, Budget Director	Approved - 2/14/2024
	Jeanann Hand, City Clerk	Approved - 2/14/2024
	Vince Sandersfeld, Planning and Development Director	Final Approval - 2/14/2024

INTERLOCAL AGREEMENT RELATED TO DISTRIBUTION OF TAX DEED OVERBID FUNDS
(City of Mount Dora)

This Interlocal Agreement is made by and between the **CITY OF MOUNT DORA** (the "City") and **LAKE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER** (the "Clerk") relating to the distribution of tax deed overbid funds.

WHEREAS, Section 197.582, Florida Statutes, establishes a process for the disbursement of the proceeds of a tax deed sale and states that a holder of a governmental lien must file a request for disbursement within 120 days after the mailing of the notice of surplus funds; and

WHEREAS, the statute further requires the Clerk to disburse the surplus funds to the governmental unites for the payment of any lien of record held by a governmental unit against the property, and to retain the balance, if any, for the benefit of persons described in Section 197.522(1)(a), Florida Statutes, as their interests may appear; and

WHEREAS, the City of Mount Dora did submit a claim for surplus funds for certain specified tax certificates for utility and code enforcement liens; and

WHEREAS, Section 162.09, *Florida Statutes*, states that upon the recordation of a certified copy of an order imposing a code enforcement fine in the public records, a lien is perfected against the land on which the violation exists and upon any other real property owned by the violator; and

WHEREAS, the original City code enforcement orders were recorded in the public records of Lake County, thereby calling into question whether the orders constituted a properly perfected lien on all real property owned by the violator within the geographic boundaries of Lake County; and

WHEREAS, to avoid the time and expense of filing an interpleader action as allowed by Chapter 197, Florida Statutes, the parties hereby enter into this Interlocal Agreement for disbursement of the surplus funds under specified terms and conditions.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

2. Disbursement of Funds. The Clerk shall disburse to the City the following amounts within thirty (30) days of the Effective Date of this Agreement:

- Tax Certificate 4741-20: $93,380.82 ORB 5376/1229, ORB 5601/2049, ORB 4090/925, ORB 5292/559 and ORB 4196/920

- Tax Certificate 4758-20: $4,035.99 ORB 5292/561 and ORB 5319/1040

3. Obligations of the City. The City, in exchange for the Clerk's disbursement of funds, shall return the funds to the Clerk in the event the legal titleholder of record who lost the property through the tax deed sale makes a claim for the surplus proceeds challenging the City's claim to such funds on the grounds that the code enforcement liens or utility liens were not properly perfected. Upon receipt of such a claim, the Clerk shall notify the City in writing that a claim has been filed and request the surplus funds be returned within thirty (30) days of the date of the notice. The City may, at the City's expense, pursue any available legal remedies to retain the funds as against the legal titleholder of record. The City shall additionally reimburse the Clerk for any costs or expenses incurred by the Clerk to defend against a claim made by a legal title holder of record or incurred by the Clerk seeking enforcement of this Agreement against the City.

4. Notices. All notices required hereunder shall be given in writing by hand delivery for which a receipt is obtained, or certified mail, prepaid with return receipt requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any party may otherwise designate in writing:

City of Mount Dora	Clerk of the Court
City Manager	Gary Cooney
510 N. Baker Street	550 W. Main Street
Mount Dora, FL 32757	Tavares, FL 32778

5. Severability. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from the remainder of this Agreement which shall continue in full force and effect.

6. Effective Date. This Agreement shall become effective on the date the last party hereto executes the document.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

CITY OF MOUNT DORA, FLORIDA

____
Crissy Stile, Mayor
This ______ day of ____________, 2024

ATTEST:

____
City Clerk

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

____
City Attorney

CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

____
Gary J. Cooney, Clerk

This _________ day of ___________, 2024

Approved as to form and legality:

____
Melanie Marsh, County Attorney

RESIGNATION AGREEMENT

This Resignation Agreement (the "Agreement") is made by and between the City of Mount Dora, Florida, a Florida municipal corporation, 510 N. Baker Street, Mount Dora, Florida 32757 (the "Employer" or the "City") and Patrick C. Comiskey ("Mr. Comiskey"), an individual, who is currently employed as the City Manager for the City, pursuant to an agreement dated October 21, 2021 (the "CM Agreement"), and attached hereto as **Exhibit A**. The City and Mr. Comiskey hereby voluntarily enter into the following Agreement and Release as follows:

WHEREAS, an employment dispute has arisen between the City Manager and the City Council of the City of Mount Dora; and

WHEREAS, on January 22, 2024, following receipt of a third-party investigator's report, the City Council scheduled a hearing to consider whether to remove Mr. Comiskey under Section 13.D. of the CM Agreement; and

WHEREAS, at the City Council meeting on January 22, 2024, Mr. Comiskey served the Mayor with a written demand for a public hearing under Section 21 of the Charter of the City of Mount Dora, which must occur prior to any vote to remove the City Manager; and

WHEREAS, the parties promptly engaged in good faith negotiations to amicably resolve their employment dispute; and

WHEREAS, the parties agree that in exchange for the consideration, release, and mutual promises contained herein that Mr. Comiskey's resignation shall be under Section 12.C. of the CM Agreement, no public hearing under Section 21 of the Charter shall take place, and Mr. Comiskey will not be removed for cause under Section 13.D. of the CM; and

WHEREAS, this Agreement and the resolution of the parties' employment dispute serves a valid public purpose and is consistent with the terms of the CM Agreement, the City's Charter, and Florida law; and

WHEREAS, the City and Mr. Comiskey agree that they have had a meaningful opportunity to review this Agreement and receive the advice of their respective counsel, and that they are entering into it voluntarily with a full understanding of its terms and conditions.

NOW THEREFORE, pursuant to Section 215.425(4), *Florida Statutes*, for valuable consideration given and received, which both parties acknowledge is sufficient, and in exchange for the release set forth below, the parties agree as follows:

1. **Legislative Findings**. The recitals above are adopted as if set forth fully herein and shall serve as the legislative findings for purposes of this Agreement.

2. **Resignation, Consideration and Severance**.

a. The City and Mr. Comiskey mutually agree that the CM Agreement and Mr. Comiskey's employment with the City shall be terminated as of February 26, 2024, under Section 12.C. of the CM Agreement.

b. Pursuant to Sections 13.A. through 13.C. of the CM Agreement, as well as Section 215.425(4), *Florida Statutes* (2023), the City shall pay severance compensation equal to twenty (20) weeks of salary, at Mr. Comiskey's current rate of pay ($94.3992 per hour), excluding the automobile allowance, monthly expenses and cell phone allowance, without the accrual of any leave time during the severance period, but the City shall pay its share to continue Mr. Comiskey's health insurance benefits at the same rate or percentage as prior to the termination for the severance period. These itemized severance amounts are set forth in greater detail below (the "Payments").

c. Pursuant to Section 13.C. of the CM Agreement, Mr. Comiskey's Payments hereunder shall be made in one lump sum, after all required and applicable payroll deductions have been made.

d. Mr. Comiskey's resignation shall be effective February 26, 2024, and the severance term of twenty (20) weeks shall be calculated from February 26, 2024.

e. The Payments are calculated as follows:

Gross Salary	$78,019.30
Net Salary After Payroll Reductions	$51,074.60
Total Salary Payment	**$51,074.60**
Gross Accrued Leave and Sick Time	$35,633.81
Net Accrued Leave Time	$22,980.18
Total Leave and Sick Payment	**$22,980.18**
Health Insurance Benefits Payment	**$6,124.60**
Employer Retirement Contribution Under Section 7 of CM Agreement (Payable to City's 401(a) Plan)	**$11,702.90**
Total Severance	**$91,792.28**

f. Except for the retirement contribution ($11,702.90) under Section 7 of CM Agreement which will be paid to the City's 401(a) Plan, the Payments ($80,179.38) will be paid in one lump sum nine (9) calendar days following the effective date of this Agreement as set forth in Section 14 below.

g. Mr. Comiskey agrees that other than the sums set forth above and his regular pay through February 26, 2024, he is not owed any other wages, monies, sums, damages or amounts by the City.

h. The City and Mr. Comiskey agree that the City will provide only a neutral employment reference to all subsequent, prospective employers of Mr. Comiskey, which will consist solely of dates of employment, position held, and information necessary to verify compensation information, unless otherwise required by law. Mr. Comiskey agrees to direct all prospective employers requiring such a reference to the Human Resources Director, or the individual serving as the acting Human Resources Director.

3. **Section 19 of the CM Agreement**. Pursuant to Section 19 A. of the CM Agreement, the City has reimbursed Mr. Comiskey for his reasonable legal expenses incurred and paid in the legal proceedings or other legal action which are at issue in this employment dispute. As no final action will be taken by the City Council finding that his acts or omissions were the result of intentional or wanton misconduct, the City will not seek reimbursement of those legal expenses and will reimburse Mr. Comiskey under Section 19 of the CM Agreement for additional legal expense including February 1, 2024 invoices, plus up to an additional four (4) hours for Attorney Spicola and an additional three (3) hours for Attorney Ellis if necessary.

4. **Additional Acknowledgements**. Mr. Comiskey acknowledges that he has no suits, claims, charges, complaints, or demands of any kind whatsoever currently pending against the City or any of the Released Parties (defined below), with any local, state, or federal court or any governmental, administrative, investigative, civil rights, or other agency or board. Mr. Comiskey agrees that he will not file any lawsuit, claims, charges, complaints, or demands of any kind whatsoever against the City or any of the Released Parties based on any right waived or released under this Agreement. Mr. Comiskey further acknowledges that he has no subrogation claims, liens, or other rights to payment exist with respect to the sums being paid on his behalf by the City.

5. **General Release**. In exchange for, and in consideration of, the payments, benefits and other commitments of the City of Mount Dora, as stated herein, Mr. Comiskey does hereby voluntarily and knowingly on behalf of himself, his assigns, successors, representatives, heirs, beneficiaries and estate (collectively, the "Releasing Parties"), release and forever discharge, to the fullest extent permitted by law, the City of Mount Dora, its elected officials, officers, directors, employees, former employees, agents, contractors, predecessors, successors and assigns, and joint employers, all in their individual, personal and/or or official capacities (collectively, the "Released Parties"), of and from any and all past, present or future claims, including claims for attorneys' fees and costs, losses, damages, liabilities, responsibilities, demands, obligations, actions, causes of action, rights, judgments, interest, damages, compensation of any kind, liens, expenses (including attorney's fees and costs), and claims whatsoever, in law or in equity, whether known or unknown, asserted or unasserted, which Mr. Comiskey and/or the Releasing Parties has or may have from the beginning of time through February 26, 2024, including but not limited to any and all claims for breach of contract, tort, common law or statutory claims, whether based on Florida or federal law, and arising out of or related in any way to Comiskey's employment with the City, the employment dispute, and/or the third-party investigation. This General Release also includes, but is not limited to, any alleged violation by the Released Parties, in their individual, personal or official capacities of and from any the following:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- The United States and Florida Constitutions;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Fair Labor Standards Act, as amended;
- The Equal Pay Act, as amended;
- The Family and Medical Leave Act, as amended;
- The Age Discrimination in Employment Act, as amended;
- The Older Workers Benefit Protections Act (OWBPA);
- The Americans with Disabilities Act, as amended;
- The Workers Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Sarbanes-Oxley Act of 2002;
- The Florida Civil Rights Act – Fla. Stat. §760.01 et seq.;
- The Florida Workers' Compensation Retaliation Statute -- Fla. Stat. §440.205;
- The Florida Whistle Blower Act – Fla. Stat. §448.101 et seq, Fla. Stat. § 112.3187 et seq,;
- The Florida Minimum Wage Act and any other Florida wage payment laws;
- Fla. Stat. §448.08;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; and

This General Release shall not become effective unless and until the City Council approves this Agreement at a duly noticed public meeting. The terms of the General Release shall survive the term of this Agreement.

6. **Prevailing Party Attorneys' Fees and Costs**. In any action arising under the terms and conditions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs through appeal.

7. **Merger and Integration**. Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties related to the Mr. Comiskey's employment, the employment dispute, the third-party investigation, and the resolution of Mr. Comiskey's employment with the City. All prior understandings, written or oral, are fully merged and integrated into the terms of this Agreement. No waiver of any term or right in this Agreement or General Release shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement.

8. **Severability**. The parties agree that each term, condition, clause and subclause or sentence contained in this Agreement, or its incorporated attachments, shall be construed as independent of any other provision of this Agreement. In the event any term, condition, clause and subclause or sentence of this Agreement is found to be unenforceable, that portion of the provision shall be stricken, and the remaining portion and provisions of the Agreement shall remain fully enforceable.

9. **Voluntary Agreement**. The parties expressly recognize that this Agreement results from an arm's length negotiation process in which each of the parties was given the opportunity to consult with their respective counsel and contribute to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise shall therefore accrue to the benefit of either of the parties and the parties expressly waive the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement. The parties expressly recognize that they have each entered into this Agreement knowingly and voluntarily.

10. **Successors and Assigns**. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors, assigns, heirs, representatives, and estate, if any, regarding the subject matter of this Agreement and the employment dispute.

11. **Governing Law and Venue**. This Agreement arises under and shall be governed by the laws of the State of Florida. The express venue for any action to enforce or interpret the terms or conditions of this Agreement shall be in the Florida Circuit Court having jurisdiction in Lake County, Florida, or the federal district court having jurisdiction in Lake County, Florida.

12. **Counterparts**. This Agreement may be executed in any number of counterparts.

13. **Public Meeting and Public Record**. As the City is a public entity, the parties acknowledge and agree that this Agreement and its exhibits are public records. The parties further acknowledge and agree that this Agreement must be approved by the City Council at a public meeting.

14. **Effective Date**. Mr. Comiskey acknowledges and agrees that he has been given a reasonable period of time, up to twenty-one (21) calendar days, to consider whether to sign this Agreement and has consulted with an attorney of his choosing prior to executing this Agreement. For a period of seven (7) calendar days following the signing of this Agreement by Mr. Comiskey, he may revoke this Agreement by notifying the City's counsel, Patrick Brackins, Shepard, Smith, Kohlmyer & Hand, P.A., 2300 Maitland Center Pkwy, Ste. 100, Maitland, FL 32751, in writing of his decision to revoke this Agreement. This Agreement shall become effective and enforceable eight (8) calendar days following the City and Mr. Comiskey's full execution.

15. **No Additional Consideration**. The parties agree that other than the terms and conditions of this Agreement, including the General Release attached and incorporated herein, no additional consideration of any kind is due from either Party.

16. **<u>No Admission of Liability</u>**. The City and Mr. Comiskey expressly agree and acknowledge that their entering into this Agreement shall not be construed in any manner as an admission of any liability, obligation or wrongdoing on the part of either party. Each party expressly denies any and all liability or wrongdoing with respect to this Agreement and the CM Contract.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement.

DATE __________

CITY OF MOUNT DORA

____

CRISSY STILE
MAYOR, City of Mount Dora, Florida

ATTEST:

____

Jeanann Hand
City Clerk

Approved as to form:

____

Patrick Brackins
City Attorney

PATRICK C. COMISKEY

DATE: 2/19/24

Patrick C. Comiskey
Patrick C. Comiskey

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Dhrumil Shah, as notary public, of Patrick Comiskey, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Mr. Comiskey, and who is personally known to me or who produced FL DL as identification, and who did/did not take an oath this 19 day of Feb, 2024.

(stamp) Notary Public State of Florida
Dhrumil Shah
My Commission HH 405906
Expires 6/4/2027

NOTARY PUBLIC, State of Florida

Exhibit A to Resignation Agreement

AGREEMENT

This Agreement is made by and between the City of Mount Dora, a Florida Municipal Corporation, 510 N. Baker Street, Mount Dora, Florida 32757, (hereinafter called "Employer" or the "City") and Patrick C. Comiskey, an individual who has education, training and experience in local government management, (hereinafter called "Employee"), both of whom agree as follows:

Section 1. Term

Pursuant to Article V, Section 20 of the City of Mount Dora Charter, Employee was appointed by a majority vote of the full City Council, on September 29, 2021, to serve as the City Manager of the City of Mount Dora. This City Manager Employment Agreement shall be effective on the date of approval by the City; however, Employee shall commence employment with the City of Mount Dora on November 15, 2021 (Commencement Date). This City Manager Employment Agreement shall continue until terminated by such a vote of the City Council, by operation of law or as otherwise as set forth herein.

Section 2. Duties and Authority

A. The City agrees to employ the Employee to serve as the City Manager for the City of Mount Dora, operating as its chief administrative officer and performing the functions and duties established by the City Charter, City Policy, City Codes, applicable state and federal law and such other legally permissible and proper duties and functions for the benefit of the City of Mount Dora.

B. Employee agrees to perform all duties of the City Manager for the City of Mount Dora in a professional, competent, responsible and industrious manner.

C. Employee shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skill necessary to faithfully perform the duties under this Agreement. This shall not be construed to prohibit occasional speaking engagements, limited teaching, consulting or other business opportunities, with the understanding that such arrangements shall not be for compensation and shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement. Any such undertakings will be disclosed in advance to the City Council.

Section 3. Compensation and Moving Expenses

A. Employer agrees to pay Employee an initial annual salary of One Hundred Seventy Thousand Dollars ($170,000.00). The salary of Employee will be reviewed no less frequently than annually, at the time of Employee's annual review. Employer agrees to pay Employee in equal installments, on the same schedule as other City employees, during the term of this Agreement, making all required and applicable payroll deductions. Employer may, but is not obligated to, provide merit raises to Employee in accordance herewith.

B. In addition, Employer agrees to increase the salary of Employee in such amounts and to such extent as the Employer increases the pay of other City employees, as a result of an across-the-board or cost of living increase which affects all full-time, non-bargaining unit City employees.

C. The Employee acknowledges the importance of loyalty and the value of longevity and is committed to serving the City of Mount Dora as its City Manager, for at least five (5) years, with the exception of a life-altering event outside of his control, without seeking other employment opportunities. In consideration of this commitment, Employer shall pay Employee $12,000 for relocation and temporary housing expenses, which shall be included on the Employee's W-2 for 2021. In the event, the Employee voluntarily leaves the employment of the City during the first five (5) year period of this Agreement, the Employee agrees to repay the City for all such relocation and temporary housing expenses based on the following schedule:

Year 1 – 100%
Year 2 – 80%
Year 3 – 60 %
Year 4 – 40%
Year 5 – 20%

Section 4. Vacation and Other Leave

A. shall be entitled to four (4) weeks of vacation leave annually. The Employee shall be entitled to carry forward unused vacation leave annually in an amount not to exceed two hundred forty (240) hours. Upon termination of this Agreement, any unused vacation leave shall be paid to Employee in accordance with the City's Personnel Policy in effect at the time.

B. Employee shall be entitled to two (2) days of paid time off annually. The Employee may not accrue or carry forward any unused paid time off.

C. Employee shall be entitled to accrue sick leave in the same manner as all City employees. Upon termination of the Agreement, any unused vacation leave shall be paid to Employee in accordance with the City's Personnel Policy in effect at the time.

D. Employee shall be entitled to bereavement leave in the same manner as all other City employees.

E. Employee shall be entitled to all holidays pursuant to the same schedule as all other City employees.

F. Pursuant to City of Mount Dora Charter, Article V, Section 24, in advance of leave, or temporary disability, of three (3) days or more, up to twenty-one (21) days, Employee shall ensure that the City Council is fully apprised of the time in which he will not be available to accomplish his day-to-day operational tasks. By letter filed with the City Council, and subject to the approval of the City Council, the City Manager shall appoint a qualified City administrative officer or department head to perform the duties of City Manager.

Section 5. Health, Disability, Life Insurance Benefits

A. On the Commencement Date of this Agreement, Employer agrees to provide Health Insurance to Employee, and his dependents, in the same manner as all other City employees. Employer shall provide Vision Insurance, Dental Insurance and other benefits to Employee, and his dependents, in the same manner as all other City employees.

B. Employer shall pay the amount due for term life insurance in an amount equal to two times Employee's annual salary, including all increases during the term of this Agreement. Employee shall have the right to choose the beneficiary on such policy.

Section 6. Automobile, Monthly Expenses and Cell Phone Allowance

~~A.~~ To compensate Employee for automobile expenses related to the duties of City Manager, Employer agrees to provide a monthly automobile allowance in the amount of Five Hundred Dollars ($500.00) to compensate Employee for expenses related to the use, purchase, lease, operation, insurance, maintenance, as well as for any and all other expenses related to the duties of Employee pursuant to this Agreement. The City Manager shall be entitled to mileage reimbursement for all travel outside the boundaries of Lake County or in excess of 50 miles from City Hall for official business pursuant to any applicable City Policy.

B. The City shall provide the Employee with a City issued cellular phone with all fees and costs associated therewith paid by the City.

Section 7. Retirement

Employer shall contribute, on behalf of the Employee, fifteen percent (15%) of Employee's salary, including all increases during the term of this Agreement, in equal proportionate amounts each pay period, into a 401(A) retirement plan. Employee may contribute additional amounts to the extent permitted by law. Employee shall be vested as follows:

Year 1 – 50%
Year 2 – 100%

Section 8. Professional Development, Dues and Subscriptions

A. Employer agrees to budget for and to pay for the reasonable travel expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer.

B. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer, subject to the approval of Employer and in accordance with City Policies.

Section 9. Civic Club Memberships

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of two (2) such organizations, for which Employer shall pay all reasonable dues and related expenses, subject to and in accordance with City Policies. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

Section 10. No Reduction of Benefits

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the case of such a reduction across-the-board for all department heads of the City, and then in the same proportion.

Section 11. Parity in Benefits

Employee is entitled to any employment benefit which is now furnished to or is hereafter furnished to any City Department Heads, not including dues, memberships or subscriptions which are particular to the occupation of a particular Department Head, including but not limited to law enforcement and fire and rescue.

Section 12. Termination of Agreement by Act of a Party

Any one of the following acts or events shall constitute termination of this Agreement and the employment relationship created hereby:

A. A vote of the City Council, at a duly authorized public meeting, to terminate the Agreement pursuant to Article V, Section 21, City of Mount Dora Charter. The parties hereto understand that no cause is required for termination pursuant to Article V, Section 21 of the City's Charter.

B. The taking of final action by City, citizens or the Florida Legislature to amend any provisions of the City Charter, ordinances or other legislation governing the role, powers, duties, authorities or responsibilities of Employee's position which substantially changes the form of government of the City. Under such circumstances Employee shall have the right to declare in writing that such amendment or amendments constitute termination, and his doing so will constitute termination of this Agreement.

C. Employee's written declaration of termination, following a request for his resignation by City.

Section 13. Severance Compensation

A. In accordance with Florida Statutes, Section 215.425, severance compensation shall be paid to Employee when employment is terminated for any one of the reasons set forth in Section 12 above. In such an event, Employer shall pay severance compensation equal to twenty (20) weeks of salary, at Employee's then-current rate of pay, excluding the automobile allowance, monthly expenses and cell phone allowance, without the accrual of any leave time and without any other payments otherwise provided under this Agreement, except that during the twenty week severance period, the City shall pay its share to continue the health insurance benefits of Employee and his dependents at the same rate or percentage as prior to termination.

B. In addition, Employee shall be compensated for all permissible accrued leave, if any, pursuant to City Policy in effect at the time of termination. If Employee is terminated during the first five (5) years of this Agreement, the sum amount of severance paid by calculating Employee's then current annual salary, plus accrued leave, shall not exceed $100,000.

C. Any payments to be made hereunder shall be made in one lump sum, unless otherwise agreed in writing by the parties. In any case, all required and applicable payroll deductions will be made. Except as stated herein, no other severance compensation shall be owed or paid by the City.

D. In the event Employee is terminated for one or more of the following reasons, Employer is not obligated to pay severance under this section:

(i) malfeasance, misfeasance and/or nonfeasance in performance of duties and responsibilities;
(ii) Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office;
(iii) violation of any substantive City Policy, rule or regulation would subject another City employee to termination;
(iv) any act which involves moral turpitude or which cause the City to be held in disrepute;
(v) the commission by the Employee of any embezzlement, fraud, theft, falsification of records or other deliberate and premeditated act of dishonesty toward the City;
(vi) the conviction of, or the pleading of *nolo contendere* by the Employee to, a misdemeanor or felony, regardless of whether adjudication is withheld;
(vii) willfully damaging the City's real or tangible property;
(iv) the abuse of alcohol, narcotics or other controlled substances on the job to the extent that an independent, third-party investigator finds that it has materially affected the Employee's ability to efficiently perform his responsibilities under this Agreement;
(viii) willfully causing physical, sexual or verbal harassment and injury to any other employee of the City; or
(ix) any other act of similar nature of the same or greater seriousness to those matters listed hereinabove.

Section 14. Automatic Termination Without Severance Compensation

This Agreement shall terminate automatically upon the death of Employee; evidence of the commission of any felony by Employee; or the physical or mental incapacity of Employee which renders him unable to perform his duties hereunder and which lasts for 90 consecutive calendar days. Upon any such automatic termination, neither party shall have any further obligation or liability under this Agreement.

Section 15. Resignation

In the event that Employee voluntarily resigns his position with the City, Employee shall provide a minimum of thirty (30) days' notice unless the parties agree otherwise.

Section 16. Performance Evaluation

Employer shall annually review the performance of Employee and at a regularly scheduled City Council meeting in the month of September approve any merit pay increase to be effective on the ensuing October 1st. Neither the contents nor outcome of said review nor the City Council's decision on a merit increase shall operate as an alteration to or amendment of any provision of this Agreement.

Section 17. Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 18. Residency.

Employer and Employee acknowledge that Employee will be a resident of the City of Mount Dora, within six months of the Commencement Date of this Agreement and Employee further acknowledges that his continued residency is a condition of his employment, unless waived by the unanimous approval of the City Council.

Section 19. Indemnification.

A. Pursuant to Florida law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission which occurs in the scope and course of Employee's employment as City Manager or resulting from the exercise of his judgment or discretion in connection with any such act or omission, unless the act or omission was the result of intentional or wanton misconduct of Employee. In such cases, Employee may request and Employer shall not unreasonably refuse to provide independent legal representation of Employee's reasonable choice at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend through final determination of the legal action, including any appeals brought by either party. Pursuant to Florida law, Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with any act or omission which occurs in the scope and course of his employment hereunder, unless the act or omission was the result of intentional or wanton misconduct of Employee. Any settlement of any such claim. must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

B. Employee recognizes that Employer shall have the right to settle with finality any litigation or other claim described in this Section with its own funds or insurance proceeds. If Employee is a named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event, Employer shall have the right to opt to no longer defend and/or indemnify Employee. Employee shall at all times cooperate with Employer and its counsel in any such litigation or claim, including after Employee's employment hereunder ends for any reason. Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the City, as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to

Employer in any such claim or litigation in the event Employee is no longer employed by the City at the time of the needed service.

Section 20. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 21. Notices.

Notice for purposes of this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: City of Mount Dora
Attention: Mayor
510 N. Baker Street
Mount Dora, Florida 32757
Electronic Copy to: official City email

EMPLOYEE: Patrick C. Comiskey
510 N. Baker Street
Mount Dora, Florida 32757
Electronic Copy to: official City email

Alternatively, notice required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22. General Provisions.

A. Entire Agreement and Modification. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions, representations or understandings by or between the parties are merged into and rendered null and void by this Agreement. This Agreement may only be changed by written instrument, fully executed by both parties.

B. Joint Authorship and Binding Effect. 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. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision. 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.

D. Law and Venue. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 19 day of October, 2021.

CITY OF MOUNT DORA

Catherine T Hoechst

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

ATTEST:

N. Wisnicki

for JESSICA BURNHAM, CITY CLERK

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

SG Sutphen

Sherry G. Sutphen, City Attorney

EMPLOYEE

Patrick C. Comiskey

PATRICK C. COMISKEY

STATE OF Maryland
COUNTY OF Dorchester

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Patrick C Comiskey, who is personally known to me or who produced Driver's License as identification, and who did/did not take an oath this 14th day of October, 2021.

(stamp)

Caley Davis

NOTARY PUBLIC, State of Maryland

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

DATE: **February 20, 2024**

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

FROM: **Vince Sandersfeld, Acting City Manager**

SUBJECT: Request Adoption of **Resolution No. 2024-06** to Request Inclusion of Wolf Branch Creek and Wolf Branch Sink on Florida's Critical Wetlands List

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Introduction:
This is a request for the City Council to adopt Resolution No. 2024-06 requesting St. Johns River Water Management District (SJRWMD) to add the Wolf Branch Creek and Wolf Branch Sink to Florida's critical wetlands list.

Discussion:
As directed by City Council at the November 21, 2023, meeting following the presentation of Wolf Branch Creek, the attached Resolution provides further directions to the City's commitment related to the conservation of these environmental features. Section 373.036(2)(e), Florida Statutes, requires that as part of the district water management plan, each water management district governing board, in cooperation with local government develops a list of critical wetlands to be acquired using funds from the state's Land Acquisition Trust Fund. The governing boards must consider all the following criteria in designating a wetland for inclusion on the list:

- The ecological value of the wetland, as determined by the physical and biological components of the environmental system.
- The effect of the wetland on water quality and flood mitigation.
- The ecosystem restoration value of the wetland.
- The inherent susceptibility of the wetland to development due to its geographical location or natural aesthetics.

Resolution 2024-06 directs the City Manager to make a written request to the governing board of St. Johns River Water Management District (SJRWMD), in conjunction with Lake County and any other appropriate authorities, to identify Wolf Branch Creek and Wolf Branch Sink as a critical natural wetland ecosystem in accordance with Section 373.036(2)(e), Florida Statutes.

The resolution further directs the City's Local Planning Agency to consider and recommend amendments to the City's Comprehensive Plan to recognize the high ecological value of Wolf Branch Creek and Wolf Branch Sink, and to recommend any appropriate further protection thereof consistent with Objective 5 of the City's Future Land Use Element and its respective policies.

Budget Impact:
No budget impact.

Strategic Impact:
City of Mount Dora's Comprehensive Plan 2045, Future Land Use Element, Objective 5 is to "ensure the protection of natural resources," and one of its Policies is to "recognize the need to protect specific rare natural communities within the Wekiva Study Area."

Recommendation:
City Council to adopt Resolution No. 2024-06; and direct the City Manager to forward it to Lake County.

Attachment(s):
1. Resolution 2024-06 WBSH

Prepared by:	GEORGE MAREK, Public Works Director	
Reviewed by:	City Attorney, City Attorney	Approved - 2/15/2024
	Jeanann Hand, City Clerk	Approved - 2/15/2024
	Vince Sandersfeld, Planning and Development Director	Final Approval - 2/15/2024

RESOLUTION NO. 2024-06

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE WOLF BRANCH CREEK AND THE WOLF BRANCH SINKHOLE, RECOGNIZING THE INDEPENDENT, HIGH ECOLOGIC VALUE OF EACH; PROVIDING DIRECTIONS TO THE CITY MANAGER; PROVIDING DIRECTION TO THE LOCAL PLANNING AGENCY; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wolf Branch Sinkhole Basin was the focus of a comprehensive U.S. Geological Survey Open-File Report 96-143, by Donna M. Schiffer, 1996, entitled *Hydrology of the Wolf Branch Sinkhole Basin, Lake Country, East-Central Florida* (the "Hydrology Report"); and

WHEREAS, the Hydrology Report was the product of a 4-year study of the hydrology of the Wolf Branch Sinkhole Basin which was conducted from 1991-1995 by the U.S. Geological Survey to provide information about the hydrologic characteristics of the drainage basin in the vicinity of the Wolf Branch Sinkhole Basin prepared in cooperation with the Lake County Water Authority; and

WHEREAS, the Hydrology Report, at page 1, finds that "[b]ecause of the direct connection of the sinkhole with the aquifer, a contaminant spill in the basin could pose a threat to the aquifer"; and

WHEREAS, on page 2, the Hydrology Report finds that "[b]ecause the aquifer is the principal source of water for the region, the potential degradation of the aquifer has significant health and economic implications"; and

WHEREAS, the Hydrology Report further finds that "because of [its] direction connection [with the] Upper Floridan aquifer, further development within the [Wolf Branch Sinkhole] will increase the potential for contamination of the aquifer from accidental spills or nonpoint-source runoff"; and

WHEREAS, the Wolf Branch Sink Preserve is a 154.57-acre property, located within the Wolf Branch Sinkhole Basin, is owned by the Lake County Water Authority, and was annexed into the City of Mount Dora, pursuant to Ordinance No. 2022-40, on August 16, 2022, for the purpose of preserving and protecting the active Wolf Branch Sinkhole (the "Wolf Branch Sink") and to serve as a buffer surrounding the sinkhole and portions of the Wolf Branch Creek; and

WHEREAS, one of the purposes of annexing said lands into the City of Mount Dora was to conserve the unique and irreplaceable natural resources through conservation; and

WHEREAS, the entire 3.5 mile long Wolf Branch Creek provides a contiguous area that assists with increasing species survival by retaining, maintaining and not disturbing native and natural habitats, increasing food sources, providing valuable cover, decreasing the enhancement of predation, and by reconnecting fragmented and isolate populations; and

WHEREAS, the Wolf Branch Creek and the basin drains a 4.94 square mile area and directly recharges the aquifer through the Wolf Branch Sink and sandy soils; and

WHEREAS, the City Council recognizes that the Wolf Branch Sink and the wetlands abutting the Wolf Branch Creek are each located entirely within the Wekiva Study Area, as defined by Section 369.316, *Florida Statutes*, and its Master stormwater management plan requirements under Section 369.319, *Florida Statutes*; and

WHEREAS, the City Council of the City of Mount Dora finds that the Wolf Branch Sink and the wetlands abutting the Wolf Branch Creek are of high ecological value, providing ground water recharge to the Upper Floridan Aquifer; and

WHEREAS, the Wolf Branch Sink and the Wolf Branch Creek are depicted on the map attached hereto as **Exhibit A**; and

WHEREAS, the Wolf Branch Sink and the Wolf Branch Creek are not located within the Wolf Branch Innovation District as set forth in **Exhibit A**; and

WHEREAS, pursuant to Section 373.036(2)(e), *Florida Statutes*, the governing board of the St. Johns River Water Management District ("SJRWMD"), in cooperation with local governments, is vested with the authority to develop a list of critical wetlands to be acquired using funds from the Land Acquisition Trust Fund; and

WHEREAS, pursuant to Section 373.036(2)(e), *Florida Statutes*, SJRWMD's governing board considers all of the following criteria in designating a wetland for inclusion on the critical wetlands list:

a. The ecological value of the wetland, as determined by the physical and biological components of the environmental system; and
b. The effect of the wetland on water quality and flood mitigation; and.
c. The ecosystem restoration value of the wetland; and
d. The inherent susceptibility of the wetland to development due to its geographical location or natural aesthetics.

WHEREAS, the City Council wishes to direct the City Manager to make a written request to the governing board of SJRWMD, in conjunction with Lake County, and any other appropriate authorities, to identify the Wolf Branch Sink and the wetlands abutting the Wolf Branch Creek as a critical natural wetland ecosystem in accordance with Section 373.036(2)(e), *Florida Statutes*; and

WHEREAS, the City of Mount Dora's Comprehensive Plan 2045, Future Land Use Element, Objective 5 is to "ensure the protection of natural resources," and one of its Policies is to "recognize[ ] the need to protect specific rare natural communities within the Wekiva Study Area"; and

WHEREAS, the Planning Board, as the Local Planning Agency for the City of Mount Dora, has the authority to consider and recommend amendments to the Comprehensive Plan, pursuant to Chapter 163, *Florida Statutes*; and

WHEREAS, the City Council of the City of Mount Dora, wishes to direct the Local Planning Agency for the City of Mount Dora to consider and recommend appropriate amendments to the City's Comprehensive Plan to recognize the high ecological value of the Wolf Branch Sink and the wetlands abutting the Wolf Branch Creek, and to recommend further protections thereof consistent with Objective 5 of the City's Future Land Use Element and its respective policies if appropriate.

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

SECTION 1. Legislative Findings Adopted. The above recitals are hereby adopted and incorporated as the legislative findings by the City Council of the City of Mount Dora.

SECTION 2. Direction to the City Manager. The City Council hereby directs the City Manager to make a written request to the governing board of SJRWMD, in conjunction with Lake County and any other appropriate authorities, to identify the Wolf Branch Sink and wetlands abutting the Wolf Branch Creek as a critical natural wetland ecosystem in accordance with Section 373.036(2)(e), *Florida Statutes*.

SECTION 3. Direction to Local Planning Agency. The City Council hereby directs the City's Local Planning Agency to consider and recommend appropriate amendments to the City's Comprehensive Plan to recognize the high ecological value of the Wolf Branch Sink and the wetlands abutting the Wolf Branch Creek, and to recommend any appropriate further protections thereof consistent with Objective 5 of the City's Future Land Use Element and its respective polices.

SECTION 4. Implementing Actions. The City Manager, City Attorney, and City Clerk are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Resolution.

SECTION 5. Savings. All prior actions of the City Council, and any and all associated or related matters, are hereby ratified and affirmed.

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

SECTION 7. 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 or City Attorney may be corrected.

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

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

PASSED AND ADOPTED this 20th day of February 2024.

____
CRISSY STILE, MAYOR
CITY OF MOUNT DORA

ATTEST:

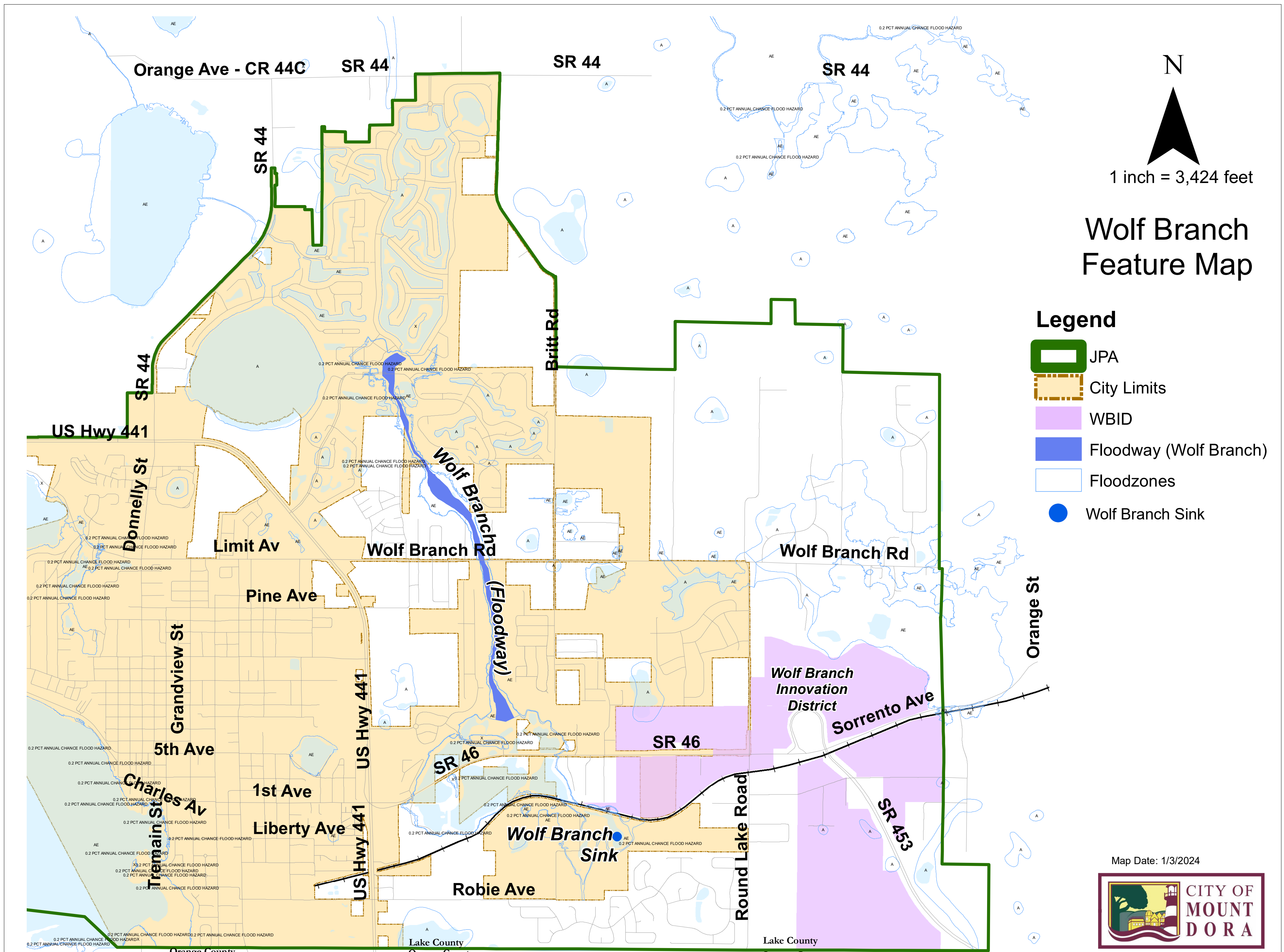
____
Jeanann Hand, City Clerk

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

____
Patrick Brackins, City Attorney

Exhibit "A"

Map Depicting the Wolf Branch Creek and Wolf Branch Sink


N
1 inch = 3,424 feet
Wolf Branch Feature Map
Legend
JPA
City Limits
WBID
Floodway (Wolf Branch)
Floodzones
Wolf Branch Sink
Orange Ave - CR 44C
SR 44
SR 44
SR 44
SR 44
SR 44
US Hwy 441
Britt Rd
Donnelly St
Limit Av
Wolf Branch Rd
Wolf Branch Rd
Wolf Branch (Floodway)
Pine Ave
Grandview St
US Hwy 441
5th Ave
Charles Av
Tremain St
1st Ave
Liberty Ave
US Hwy 441
SR 46
SR 46
Wolf Branch Sink
Robie Ave
Round Lake Road
Wolf Branch Innovation District
Sorrento Ave
SR 453
Orange St
Lake County
Orange County
Lake County
Orange County
Orange County
Map Date: 1/3/2024
CITY OF MOUNT DORA

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

DATE: **February 20, 2024**

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

FROM: **Vince Sandersfeld, Acting City Manager**

SUBJECT: Request Approval of **Resolution No. 2024-07** to Establish an Electric Vehicle Rate Structure for Charging Stations Owned and Operated by the City.

Introduction:
This is a request for City Council to approve Resolution No. 2024-07 to establish an Electric Vehicle Rate Structure for charging stations owned and operated by the City.

Discussion:
Florida has the second-highest share of Electric Vehicles (EV) in the Country, representing 6.7% of all registered vehicles in 2023. The City introduced two EV chargers in 2015 located near Donnelly Park and the City Surface Parking at Donnelly and 3rd Avenue. The Donnelly Park EV charger failed, and has been replaced with a unit capable of increased charging capacity, and has the ability to collect electric consumption revenue.

This request is to establish an EV kilo-watt-hour (kWh) rate and a fee structure for EV charging stations owned and operated by the City. This proposed rate structure would capture all costs associated with the operation of the charging stations and would be based on the following indices:

1. Current Electric Rates
2. EV Charger Capital Recovery
3. Utility EV Infrastructure Capital Recovery
4. Annual Fees and Maintenance

The current Electric Rates would consist of an approved base + power cost charge. EV charger capital recovery is based on a four-year depreciation for the charger, aligned with a manufactured 4-year warranty. Utility EV infrastructure is based upon a 20-year depreciation to support sufficient capacity. Cost recovery for the annual network and maintenance plan includes a customer web portal for billing transactions and assistance. The network charger communication and maintenance are also included in these annual fees. Based on these four indices, the initial rate proposed is $.027 per kWh.

The typical EV charging rates in the state of Florida range from $0.20 to $0.30. Florida Light & Power Company (FPL) currently has a rate of $0.30 per kWh approved by the Public Service Commission.

An hourly fee following four hours of charging will be accessed to promote positive charging etiquette. This incremental rate will increase $1.00 per additional hour. The University of Central Florida has a similar Fee Structure.

Number of Hours to Charge	Charging Fee (per hour)
Hours 1-4	$0.00
Hour 5	$1.00
Hour 6	$2.00
Hour 7	$3.00
Hour 8	$4.00
Hour 9	$5.00
Hour 10	$6.00

The transaction payment processing fee is currently $ 0.50 + 5% of the total transaction.

Budget Impact:
A single Electric Vehicle Charger with 50% usage would increase annual revenue by approximately $4000 per year.

Strategic Impact:
Electric Vehicle charging stations support our commitment to sustainability and clean transportation initiatives.

Recommendation:
City Council approve Resolution 2024-7 for an Electric Vehicle Rate Structure.

Attachment(s):
1. Attachment #1 Electric Rate Components + New EV Rate - 10-01-23
2. Resolution 2024-07

Prepared by:	Liz Massar, Administrative Coordinator	
Reviewed by:	Wayne Zimmerman, Deputy Electric Utility Director	Approved - 2/7/2024
	Steve Langley, Electric Utility Director	Approved - 2/12/2024
	Aneta Barton, Budget Director	Approved - 2/12/2024
	City Attorney, City Attorney	Approved - 2/15/2024
	Jeanann Hand, City Clerk	Approved - 2/15/2024
	Vince Sandersfeld, Planning and Development Director	Final Approval - 2/15/2024

ATTACHMENT #1

City of Mount Dora - Electric Utility Department

Comparison of Existing and New Rates Effective 10/01/23

No.	Description (Old/New)	Units	Existing Rates Effective 04/01/23	New Rates Effective 10/01/23	Higher/ (Lower)
	Residential Service				
1	Customer Charge - Single Phase or Three Phase	$/Month	11.02	11.80	7.1%
2	Energy Charge	$/kWh	0.04964	0.05315	7.1%
	General Service - Non-Demand				
	Customer Charge				
3	Single Phase	$/Month	11.02	11.80	7.1%
4	Three Phase	$/Month	24.82	26.57	7.1%
5	Energy Charge	$/kWh	0.04964	0.05315	7.1%
	General Service - Demand				
6	Customer Charge	$/Month	24.82	26.57	7.1%
7	Demand Charge	$/kW-Mo	6.05	6.48	7.1%
8	Energy Charge	$/kWh	0.00691	0.00740	7.1%
	Public Street & Highway Lighting Service				
9	175 Watt Mercury Vapor / 175 Watt MV Cobra	$/Month	11.95	12.79	7.0%
10	100 Watt High Pressure Sodium / 100 Watt HPS Acorn	$/Month	12.44	13.32	7.1%
11	150 Watt High Pressure Sodium / 150 Watt HPS Cobra	$/Month	10.32	11.05	7.1%
12	Antique Lights - Highland Phase I & II / 100 Watt HPS Acorn	$/Month	12.44	13.32	7.1%
13	Antique Lights - Community Development / 100 Watt MH Acorn	$/Month	13.27	14.21	7.1%
14	400 Watt High Pressure Sodium - Palm Island / 400 Watt HPS Shoebox	$/Month	20.18	21.61	7.1%
15	400 Watt HPS Cobra - Highway	$/Month	23.53	25.19	7.1%
16	400 Watt MH Shoebox - FBC/FBF	$/Month	21.37	22.88	7.1%
17	26 Watt FL Acorn	$/Month	12.64	13.53	7.0%
18	40 Watt FL Acorn	$/Month	12.64	13.53	7.0%
19	40 Watt LED Acorn - Corncob	$/Month	9.70	10.39	7.1%
20	55 Watt LED Acorn - Retrofit	$/Month	11.32	12.12	7.1%
21	66 Watt LED Acorn - Sternberg	$/Month	19.53	20.91	7.1%
22	110 Watt LED Cobra - Street	$/Month	11.39	12.20	7.1%
23	80 Watt LED Cobra - Street	$/Month	9.50	10.17	7.1%
	Private Area Lighting Service				
24	Dusk to Dawn / 100 Watt HPS Dusk to Dawn	$/Month	12.12	12.98	7.1%
25	57 Watt LED Dusk to Dawn	$/Month	10.21	10.93	7.1%
	Power Cost				
26	Power Cost Charge (PCC)(1)	$/kWh	0.07235	0.05470	-24.4%
27	**Electric Vehicle Charger** Level II - EV Charger	$/kWh	0.27	0.27	0.0%

(1) November 2022 PCC based on most recent fuel cost projections and revenues

City of Mount Dora - Electric Utility Department

Metered Rates Billing Components

			Existing Rates - Effective 04/01/23					New Rates - Effective 10/01/23				
No.	Description	Units	Billing Item / Rate Name	Description	Charge	Tax Exmpt	GL Dist.	Billing Item / Rate Name	Description	Charge	Tax Exmpt	GL Dist.
	Residential Service (MF, NR, RS)											
1	Customer Charge - Single or Three Phase	$/Month	EL-CUST MF EL-CUST NR EL-CUST RS	CUSTOMER CHARGE	11.02		RC	EL-CUST MF EL-CUST NR EL-CUST RS	CUSTOMER CHARGE	11.80		RC
	Energy Charge											
2	Taxable	$/kWh	EL-ENGY MF EL-ENGY NR EL-ENGY RS	ENERGY CHARGE	0.049640		RE	EL-ENGY MF EL-ENGY NR EL-ENGY RS	ENERGY CHARGE	0.05315		RE
3	Non-Taxable	$/kWh	EL-ENGN MF EL-ENGN NR EL-ENGN RS	POWER COST - NON-TAXABLE	0.031858	UT/SC	RF	EL-ENGN MF EL-ENGN NR EL-ENGN RS	POWER COST - NON-TAXABLE	0.023077	UT/SC	RF
4	Power Cost Charge (PCC)	$/kWh	EL-PARF MF EL-PARF NR EL-PARF RS / POWER COST ADJ	POWER COST - TAXABLE	0.040492		RF	EL-PARF MF EL-PARF NR EL-PARF RS / POWER COST ADJ	POWER COST - TAXABLE	0.031623		RF
	General Service - Non-Demand (GN, NG, NP)											
	Customer Charge											
5	Single Phase	$/Month	EL-CUST GN	CUSTOMER CHARGE	11.02		GC	EL-CUST GN	CUSTOMER CHARGE	11.80		GC
6	Three Phase	$/Month	EL-CUST GN	CUSTOMER CHARGE	24.82		GN	EL-CUST GN	CUSTOMER CHARGE	26.57		GN
	Energy Charge											
7	Taxable	$/kWh	EL-ENGY GN	ENERGY CHARGE	0.049640		GE	EL-ENGY GN	ENERGY CHARGE	0.05315		GE
8	Non-Taxable	$/kWh	EL-ENGN GN	POWER COST - NON-TAXABLE	0.031858	UT/SC	GF	EL-ENGN GN	POWER COST - NON-TAXABLE	0.023077	UT/SC	GF
9	Power Cost Charge (PCC)	$/kWh	EL-PAGF GN / POWER COST ADJ	POWER COST - TAXABLE	0.040492		GF	EL-PAGF GN / POWER COST ADJ	POWER COST - TAXABLE	0.031623		GF
	General Service - Non-Demand (TM)											
	Customer Charge											
10	Single Phase	$/Month	EL-CUST TM	CUSTOMER CHARGE	11.02		GC	EL-CUST TM	CUSTOMER CHARGE	11.80		GC
11	Three Phase	$/Month	EL-CUST TM	CUSTOMER CHARGE	24.82		GN	EL-CUST TM	CUSTOMER CHARGE	26.57		GN
	Energy Charge											
12	Taxable	$/kWh	EL-ENGY TM	ENERGY CHARGE	0.049640		GE	EL-ENGY TM	ENERGY CHARGE	0.05315		GE
	Non-Taxable	$/kWh	EL-ENGN TM	POWER COST - NON-TAXABLE	0.031858	UT/SC	GF	EL-ENGN TM	POWER COST - NON-TAXABLE	0.023077	UT/SC	GF
13	Power Cost Charge (PCC)	$/kWh	EL-PAGF TM / POWER COST ADJ	POWER COST - TAXABLE	0.040492		GF	EL-PAGF TM / POWER COST ADJ	POWER COST - TAXABLE	0.031623		GF
	General Service - Non-Demand (PA, CT)											
	Customer Charge											
14	Single Phase	$/Month	EL-CUST PA	CUSTOMER CHARGE	11.02		PC	EL-CUST PA	CUSTOMER CHARGE	11.80		PC
15	Three Phase	$/Month	EL-CUST PA	CUSTOMER CHARGE	24.82		PN	EL-CUST PA	CUSTOMER CHARGE	26.57		PN
	Energy Charge											
16	Taxable	$/kWh	EL-ENGY PA	ENERGY CHARGE	0.049640		PE	EL-ENGY PA	ENERGY CHARGE	0.05315		PE
17	Non-Taxable	$/kWh	EL-ENGN PA	POWER COST - NON-TAXABLE	0.031858	UT/SC	PG	EL-ENGN PA	POWER COST - NON-TAXABLE	0.023077	UT/SC	PG
18	Power Cost Charge (PCC)	$/kWh	EL-PAPG PA / POWER COST ADJ	POWER COST - TAXABLE	0.040492		PG	EL-PAPG PA / POWER COST ADJ	POWER COST - TAXABLE	0.031623		PG

City of Mount Dora - Electric Utility Department

Metered Rates Billing Components

			Existing Rates - Effective 04/01/23					New Rates - Effective 10/01/23				
No.	Description	Units	Billing Item / Rate Name	Description	Charge	Tax Exmpt	GL Dist.	Billing Item / Rate Name	Description	Charge	Tax Exmpt	GL Dist.
	General Service - Demand (GD, ID, ND, RD)											
19	Customer Charge	$/Month	EL-CUST GD	CUSTOMER CHARGE	24.82		DC	EL-CUST GD	CUSTOMER CHARGE	26.57		DC
20	Demand Charge	$/kW-Mo	EL-DEMD GD	DEMAND CHARGE	6.05		DD	EL-DEMD GD	DEMAND CHARGE	6.48		DD
	Energy Charge											
21	Taxable	$/kWh	EL-ENGY GD	ENERGY CHARGE	0.006910		DE	EL-ENGY GD	ENERGY CHARGE	0.00740		DE
22	Non-Taxable	$/kWh	EL-ENGN GD	POWER COST - NON-TAXABLE	0.031858	UT/SC	DF	EL-ENGN GD	POWER COST - NON-TAXABLE	0.023077	UT/SC	DF
23	Power Cost Charge (PCC)	$/kWh	EL-PADF GD / POWER COST ADJ	POWER COST - TAXABLE	0.040492		DF	EL-PADF GD / POWER COST ADJ	POWER COST - TAXABLE	0.031623		DF
	General Service - Demand (PD, CT)											
24	Customer Charge	$/Month	EL-CUST PD	CUSTOMER CHARGE	24.82		PC	EL-CUST PD	CUSTOMER CHARGE	26.57		PC
25	Demand Charge	$/kW-Mo	EL-DEMD PD	DEMAND CHARGE	6.05		PD	EL-DEMD PD	DEMAND CHARGE	6.48		PD
	Energy Charge											
26	Taxable	$/kWh	EL-ENGY PD	ENERGY CHARGE	0.006910		PE	EL-ENGY PD	ENERGY CHARGE	0.00740		PE
27	Non-Taxable	$/kWh	EL-ENGN PD	POWER COST - NON-TAXABLE	0.031858	UT/SC	PG	EL-ENGN PD	POWER COST - NON-TAXABLE	0.023077	UT/SC	PG
28	Power Cost Charge (PCC)	$/kWh	EL-PAPG PD / POWER COST ADJ	POWER COST - TAXABLE	0.040492		PG	EL-PAPG PD / POWER COST ADJ	POWER COST - TAXABLE	0.031623		PG
	Electric Vehicle Charger											
29	Electric Rates (Base + PCC)	$/kWh	EL-EV	EV CkWh RATE	24.82		PC	EL-CUST PD	CUSTOMER CHARGE	26.57		PC
30	EV Charger Capital Recovery	$/kWh	EL-EV	kWh RATE	6.05		PD	EL-DEMD PD	DEMAND CHARGE	6.48		PD
31	Utility EV Infrastruture Capital Recovery	$/kWh	EL-EV	kWh RATE	0.006910		PE	EL-ENGY PD	ENERGY CHARGE	0.00740		PE
32	Annual Fees and Maintenance	$/kWh	EL-EV	kWh RATE	0.031858	UT/SC	PG	EL-ENGN PD	POWER COST - NON-TAXABLE	0.023077	UT/SC	PG
33		$/kWh	EL-EV	kWh RATE	0.040492		PG	EL-PAPG PD / POWER COST ADJ	POWER COST - TAXABLE	0.031623		PG

GL Distribution Code Description	GL Dist.
RESID CUST CHG	RC
RESID EGY CHG	RE
RESID PWR CST	RF
RESID DTDL	RD
GEN SER CUST CHG-1P	GC
GEN SER CUST CHG-3P	GN
GEN SER ENG CHG	GE
GEN SER PWR CST	GF
GEN SER DTDL	GD
PUB AUTH CUST CHG-1P	PC
PUB AUTH CUST CHG-3P	PN
PUB AUTH DEM CHG	PD
PUB AUTH ENG CHG	PE
PUB AUTH PWR CST	PG
PUB AUTH DTDL	PO
GS DMD CUST CHG	DC
GD DMD DMD CHG	DD
GS DMD EGY CHG	DE

Metered Rate Description	Rate Code
RESIDENTIAL	RS
RESIDENTIAL - NET METERING	NR
MULTIFAMILY	MF
GENERAL SERVICE COMMERCIAL	GN
NON-PROFIT	NP
TEMPORARY - ELECTRIC	TM
PUBLIC AUTHORITY-OTH GOVT	PA
GENERAL SERVICE DEMAND	GD
INDUSTRIAL DEMAND	ID
NON-PROFIT DEMAND	ND
PUB AUTH DEMAND-OTH GOVTS	PD

New Rates - Effective 10/01/23

Note - NP, CT, ID, ND, RD are no longer used.

RESOLUTION NO. 2024-07

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, ESTABLISHING AN ELECTRIC VEHICLE RATE STRUCTURE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the state of Florida has the second-highest share of Electric Vehicles (EV) in the United States, representing approximately 6.7% of all registered vehicles in 2023; and

WHEREAS, the City of Mount Dora owns two EV charging stations located near Donnelly Park and the City Surface Parking at Donnelly and 3rd Avenue; and

WHEREAS, the City has operated the two charging stations since 2015 without imposing fees or costs for use of same; and

WHEREAS, the City has incurred administrative, maintenance, repair and replacement costs for these charging stations; and

WHEREAS, one or both of the charging station units are capable of collecting electric consumption user fees and revenue; and

WHEREAS, the City's home rule and proprietary powers permit it to charge rates and collect user fees; and

WHEREAS, the typical EV charging rates in Florida range from $0.20 per kilowatt-hour (kWh) to $0.30 per kWh; and

WHEREAS, the City has determined that it is in the best interest of the City, through the exercise of its home rule and proprietary powers, as well as in the best interests of the citizens of and the visitors to the City of Mount Dora, for the City to establish an initial rate of $0.27 per kWh for the City's EV charging stations; and

WHEREAS, the City has further determined that imposing an hourly fee structure is necessary to promote positive charging station etiquette amongst users and promote the orderly and efficient use of the charging stations; and

WHEREAS, providing EV charging stations support the City's commitment to sustainability and clean transportation, and imposing the identified rates and fees will fund the cost of providing the service and serve the City's proprietary functions and its ability to expand its commitments to sustainability and clean energy, all of which serve a valid public purpose.

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 as the Legislative Findings of the City of Mount Dora.

SECTION 2. Adoption of Rates. The City of Mount Dora hereby adopts the following rates for the use of its EV stations:

a. Rate per kilowatt-hour - $0.27.

b. Hourly user fee:

Number of Hours to Charge	Charging Fee (per hour)
Hours 1-4	$0.00
Hour 5	$1.00
Hour 6	$2.00
Hour 7	$3.00
Hour 8	$4.00
Hour 9	$5.00
Hour 10	$6.00

c. Transaction Payment Processing Fee - $0.50 plus 5% of total transaction.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the EV charging stations are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 20th day of February, 2024.

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

ATTEST:

____
Jeanann Hand, City Clerk

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

____
Patrick Brackins, City Attorney

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

DATE: **February 20, 2024**

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

FROM: **Vince Sandersfeld, Acting City Manager**

SUBJECT: Request approval of First Reading of **Ordinance No. 2024-06**, Amendment to Section 42-203 Mount Dora Code of Ordinances Operator of a Golf Cart Minimum Driver's Age; and discussion on optional 4th Avenue Pedestrian Mall conversion.

Introduction:

This is a request for City Council to approve the first reading of Ordinance No. 2024-06 and hold hearing for second reading and adoption; and opportunity to provide direction on the proposed conversion of the 4th Avenue Pedestrian Mall Area for Golf Cart and Motorcycle Parking.

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

Discussion:

Pursuant to Florida Statutes, Section 166.041(4) Attachment #1 is the completed Ordinance Business Impact Estimate.

Golf Cart Driver's Age (18)

A recent State law enacted under House Bill 949 (Attachment #2) prohibits a person under 18 years of age from operating a golf cart on certain roadways unless he or she possesses a valid learner driver's license or valid driver's license; prohibiting a person 18 years of age or older from operating a golf cart on certain roadways unless he or she possesses a valid form of government-issued photographic identification. This law took effect on July 1, 2023. The original golf cart Ordinance No. 2023-06 adopted on June 20, 2023, restricted drivers to a minimum of 16 years of age. Also, the City's golf cart ordinance was adopted as a pilot program to be revisited prior to the sunset date of June 20, 2024. Given the nature of the State Law change, the City feels the age restriction should be ratified formally as an amendment. The attached Ordinance No. 2024-06 included this change to golf cart driver's age to 16 years of age with a valid Learner's Drivers Permit, valid Driver's License or 18 years of age with a valid state issue identification card.

As of January 1, 2024, there is a total of 37 registered golf carts. This does not include the handful of registered low-speed vehicles. After the golf cart ordinance enactment, staff is in the process of installing numerous "Golf Cart Friendly Community" signs. Image and a list of locations:

Sign Locations
Donnelly Just South of Limit Southbound side of roadway
Lincoln Ave Westbound side near 441
Clayton Northbound side just north of Orange County Line
Highland Near welcome sign by golf course
Limit Westbound near old 441
Old 441 Near McDonald Eastbound side of the street
Pine Westbound side near 441
Country Club Blvd. Near 411
3128 W Old US Hwy 441 Existing Pole
2597 Eudora Existing Pole
4585 CR 19A Existing Pole

<u>Golf Cart Parking</u>
As previously directed by City Council, staff has reviewed the opportunities for designating golf carts and motorcycle parking at the 4th Avenue Pedestrian Mall for a possible conversion. The 4th Avenue Pedestrian Mall was created during the downtown streetscape Project Phase I in 2012. This area is located between Alexander Street and the railroad at McDonald Street; Sunset Park and Mount Dora Area Chamber of Commerce adjacent to the south. The 4th Avenue area is the length of a City block (40 feet in width by 300 feet in length). This area is traditionally used for special events: the 40-foot-tall holiday tree, Downtown Mount Dora Village Market, Olde Mount Dora Electric Carriages, and the occasional horse carriage staging (no longer in operation).

As confirmed by the CRA Advisory Committee members at the August 2, 2023, meeting the conversation about the 4th Avenue area to golf cart and motorcycle parking was approved (vote for approval 4-1) - Attachment #3.

The City has used the 4th Avenue Pedestrian Mall for temporary golf carts and motorcycle parking during special events, etc. Attachment #4 is a concept plan for conversion of this area. The concept to use this area could accommodate 33 golf cart-sized parking spaces. Motorcycles could use this area and the spaces for parking as well. The concept would not paint any spaces at the first phase. Operators would use good judgment in parking in this area. This has been tested previously with no parking concerns.

The plan includes installing decorative type bollards spaces, so golf carts can access/exit. Decorative parking signs at each end would be installed (identified by "golf cart and motorcycle parking only"). In the event this parking area and usage become popular, the parking spaces could be designated. Given the drive area surface material is decorative brick pavers, it is not recommended to paint the bricks with parking space strips at this time.

The City reserves the right to limit or restrict parking due to special events, rentals, or any other activity that requires the use of this space.

In addition, staff is reviewing opportunities in the event the pedestrian mall is converted to install golf cart electric charging station(s). Of the 37 golf cart registrations there are a total of 25 with an electric engine type.

On a side issue, in the event the conversion of this area is accepted, the City may need to revisit the sidewalk café standards, as there is an optional provision for restaurants usage of Section 3.5.29(6.b.) of the Land Development Code, which states: "Sidewalk cafés operating within the Fourth Avenue pedestrian mall may operate within ten feet from the curb of the adjoining business." It appears having café tables in this area could conflict with golf cart/ motorcycle parking. By practice, none of the existing adjacent restaurants have taken advantage of using the 4th Avenue pedestrian mall as a sidewalks café; only special events, etc.

Parking solutions is one of the downtown parking goals as stated in Section 2.3 Infrastructure Parking of the CRA Redevelopment Plan of 2019 (enacted by Ordnance No. 2029-19 on November 5, 2019).

If the conversation about the conversion of 4th Avenue from a pedestrian mall to golf cart and motorcycle parking is acceptable to City Council, staff will proceed with a Resolution to establish the policy for a future City Council consideration.

Budget Impact:
No budget impacts associated with the minor Code of Ordinance Amendment related to this matter.

Strategic Impact:
GOAL 2: Infrastructure / Public Safety. Regulations related to vehicles on public streets advance a legitimate public purpose and promote and protect the health, safety and welfare of the citizenry of Mount Dora.

Recommendation:
City Council to approve First Reading of Ordinance No. 2024-06 and hold a hearing for second reading and adoption; and

City Council to provide directions on the conversion of the 4th Avenue Pedestrian Mall for golf cart and motorcycle parking.

Attachment(s):
1. Attachment 1 Ordinance Impact Estimate
2. Attachment 2 House Bill 949

3. Attachment 3 CRA Advisoary Committee Minutes8-2-2023
4. Attachment 4 4th Ave Golf Cart & Motorcycle Parking Concept Plan11-6-2023
5. Ordinance 2024-06 Amendment Golf Cart Drivers Age(Cty Atty Final)

Prepared by:	Vince Sandersfeld, Planning and Development Director	
Reviewed by:	Michael Gibson, Chief of Police	Approved - 1/22/2024
	GEORGE MAREK, Public Works Director	Approved - 1/23/2024
	Adam Sumner, CRA Administrator	Approved - 1/24/2024
	Troy Shonk, Parks & Recreation Director	Approved - 1/26/2024
	Misty Sommer, Director of Economic Development & Public Information	Approved - 1/26/2024
	City Attorney, City Attorney	Approved - 2/14/2024
	Jeanann Hand, City Clerk	Approved - 2/14/2024
	Vince Sandersfeld, Planning and Development Director	Final Approval - 2/14/2024

ATTACHMENT #1

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: **2024-06**

ORDINANCE TITLE: **Amendment to Section 42-203 Mount Dora Code of Ordinances Operator of a Golf Cart Minimum Driver's Age**

DEPARTMENT: **Planning and Development Department**
Mount Dora Police Department

MEETING DATE: **February 20, 2024**

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the City's jurisdiction, including the following, if any:
    - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: _______________;
    - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible _________________; and
    - o Estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
      Costs: ____________ Revenues from Fees: __________________
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance:____________.
- Additional applicable information:
  ____
  ____
  ____

_X_ A Fiscal Impact Estimate is **NOT** necessary because the proposed Ordinance is enacted pursuant to one of the following:

- o Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- o Florida Statutes, Section 553.73, relating to the Florida Building Code
- o Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- o Florida Statutes, Sections 190.005 and 190.046, regarding a community development district.
- o The issuance or refinancing of debt.
- o To comply with a federal or state law or regulation.
- o To adopt a budget or budget amendments, including revenue sources necessary to fund the budget.
- o To adopt an Emergency Ordinance pursuant to applicable law.
- o To implement a contract or agreement.
- o Is related to procurement.

CHAPTER 2023-67

Committee Substitute for Committee Substitute for House Bill No. 949

An act relating to operation of a golf cart; amending s. 316.212, F.S.; authorizing a water control district to designate certain roads for use by golf carts; requiring county approval before making such a designation; prohibiting a person under 18 years of age from operating a golf cart on certain roadways unless he or she possesses a valid learner's driver license or valid driver license; prohibiting a person 18 years of age or older from operating a golf cart on certain roadways unless he or she possesses a valid form of government-issued photographic identification; providing a penalty; amending s. 322.04, F.S.; conforming a provision to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (1) and (7) of section 316.212, Florida Statutes, are amended, and subsection (9) of that section is republished, to read:

316.212 Operation of golf carts on certain roadways.—The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, ~~or~~ a two-lane county road located within the jurisdiction of a municipality designated by that municipality, or a road that is owned and maintained by a water control district and has been designated by that water control district, for use by golf carts. Before ~~Prior to~~ making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street, and if such designation is to be made by a water control district, the district must also receive approval from the county in which the road to be designated is located. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(7) A golf cart may not be operated on public roads or streets by a ~~any~~ person:

(a) Who is under 18 years of age unless he or she possesses a valid learner's driver license or valid driver license.

(b) Who is 18 years of age or older unless he or she possesses a valid form of government-issued photographic identification ~~the age of 14~~.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

Section 2. Paragraph (e) of subsection (1) of section 322.04, Florida Statutes, is amended to read:

322.04 Persons exempt from obtaining driver license.—

(1) The following persons are exempt from obtaining a driver license:

(e) <u>A</u> ~~Any~~ person <u>18 years of age or older</u> operating a golf cart, as defined in s. 320.01, which is operated in accordance with ~~the provisions of~~ s. 316.212.

Section 3. This act shall take effect October 1, 2023.

Approved by the Governor May 11, 2023.

Filed in Office Secretary of State May 11, 2023.

CITY OF
MOUNT DORA, FLORIDA

CRA ADVISORY COMMITTEE
MINUTES

August 2, 2023

1. Call to Order

Having been duly noticed as required by law, the August 2, 2023 meeting of the Mount Dora Community Redevelopment Agency Committee was called in order by Chair, David Berndt at 5:30PM.

II. Roll Call

Present: David Berndt; Andrea Lother; Akhtar Hussain; Jay Smith, Patrick Murray

Absent: Jack Whittaker, Barbara Hensinger

City Staff: Adam Sumner, Deputy Planning Director and CRA Manager; Catherine Hutcheson, Administrative Coordinator; Officer Nathanael Warford

III. Public Comment Period

No one wished to provide public comments.

IV. Approval of Minutes of May 3, 2023

Motion by Mr. Smith, seconded by Ms. Lother to approve the minutes of May 3, 2023. The minutes were approved unanimously by voice vote.

FOR: David Berndt; Andrea Lother; Akhtar Hussain; Jay Smith, Patrick Murray

AGAINST: O

MOTION CARRIED: 5-0

V. Discussions:

Verizon Wireless

New antennae going to be in five out of six locations throughout the CRA/ Historical area. Chris, from Verizon Wireless, gave a brief description on the different type of poles that could go up in the city with the board. Chris gave emphasis that the poles will blend in with the scenery of the city so as not to be obstructive.

Ms. Lother asked how important the locations of the poles are.

Chris answered by saying that they are strategically placed.

Mr. Sumner stated they are trying to not have two poles side by side.

Mr. Hussain questioned whether this will only benefit Verizon subscribers.

Mr. Sumner stated that this will be better for the city as a whole. Especially for the city workers who lack cell service such as Police and Public Work, while in the city.

Chris further elaborated with his presentation what the poles would look like as a decorative light without a power cabinet attached and with a cabinet.

Further style designs given with the presentation to the board.

Chris made a recommendation to do a decorative light with sign attachments because the city holds so many events.

Mr. Sumner told the board that Verizon is willing to work with the city to make their technology work without causing a blight.

Mr. Sumner thanked Chris and his team.

Ms. Lother asked about the completion timeframe.

Chris stated for later in the year, possibly in the first quarter of next year.

Mr. Smith asked if the poles and receivers could be placed on rooftops so it was completely out of site.

Chris responded by saying that rooftops require leases and agreements with building owners; as well as the reflections from the roof can make the poles look worse.

Mr. Sumner gave further response by saying it has to do with life-safety in the historic district and the height limit.

The board thanked them for coming.

Golf Cart Parking in Sunset Park Pedestrian Mall

Mr. Sumner stated that many golf carts has been registering with the City's Police Department, he did not have exact numbers.

Mr. Sumner stated he would get those updated numbers to the board by tomorrow 8/3/23.

The city is looking into creating further parking strictly for golf carts. The city has also taken efforts to teach golf cart users how to park correctly with a pamphlet.

Mr. Sumner elaborated that the pamphlet states that golf carts are not allowed to park in parallel parking spots.

Mr. Sumner stated that parking golf carts and possibly motorcycles in the 4th Avenue Pedestrian Mall.

Mr. Sumner gave brief history on that parking area. He stated that is was not made to have larger vehicles parking there because the bricks were never sealed. This area is mainly used for the Christmas tree.

Mr. Sumner stated that the council requested a response from the board if they would be ok with that area being used for golf cart and motorcycle parking when the tree is not there.

Mr. Sumner apologized if the CRA was not clear on the location as he did not have time to get a photo for them. He further elaborated where it is located.

Mr. Berndt stated that Dave Hurley's big purple bus parks there regularly.

Mr. Hussain agreed that he saw the truck as well.

Mr. Sumner was surprised to hear this.

Mr. Hussain said that delivery trucks are always using that area.

Mr. Sumner asked Mr. Hussain why he did not call him.

Mr. Hussain stated that the damage is done when the truck is already there so there is no need to call.

Mr. Sumner disagreed and advised Mr. Hussain to call him next time this happens. Mr. Smith stated that the farmers market is there on Sundays.

Further discussion on the large vehicles parking in that area and how to deal with that.

Officer Warford stated that the lot is marked for no motorized vehicles so the sign would need to be changed to allow golf carts. He further stated that the gate does get moved so people can park. He was unsure of who opens those gates.

Mr. Warford stated that he has addressed a couple of the parking issues there. He is unable to tow the vehicles but they are ticked for $25.00 City Ordinance violation.

Mr. Warford stated it is not a towable offense but they have no problem issuing tickets.

Mr. Smith asked if they had previously discussed raising the fines for parking offenses with delivery trucks.

Further discussion between the board members.

Mr. Sumner stated that if council adopts the gold cart parking ordinance that the signage will be very strict.

Mr. Sumner stated he has seen PD constantly in that area addressing the issue.

Mr. Sumner requested that the board call him or Officer Warford next time a parking incident happens.

Mr. Hussain asked if there was any designated parking besides on the main street. Mr. Hussain feels there needs to be better education about parking and speeding.

Mr. Sumner re-stated that everyone should be calling him to take care of it.

Mr. Hussain stated that he does not feel it is his job to call anyone about speeding or parking issues.

Further discussion between Mr. Hussain and Mr. Sumner.

Mr. Murray asked if they receive a parking warning before being ticketed.

Officer Warford educated the board on the citation process for the City.

Mr. Hussain stated he is not against the golf cart parking, he feels there is already a big parking issue and the golf carts will make it worse.

Further discussion between the board members.

Mr. Sumner re-asked if the board approved the parking at Sunset Park.

Mr. Murray asked how many spots would be available.

Mr. Marek and Mr. Sumner stated it was about 40-50 golf-carts.

Mr. Smith asked if Mount Dora was going to look like the Villages with all of the golf carts.

Mr. Sumner gave further explanation on what type of golf carts are allowed within City limits.

GOLF CART VOTE:

FOR: David Berndt; Andrea Lother; Jay Smith, Patrick Murray

AGAINST: Akhtar Hussain;

VOTE CARRIED 4-1

Budget 2023-2024

Mr. Sumner went over the insurance budget costs with the board.

Mr. Sumner stated that the CRA fund will be cut slightly. He will have more updates at the next meeting.

Mr. Sumner stated that next year is the CRA's scheduled year to set off next phase of Streetscape with a $350,000.00 budget. After October 1, 2023, the board will have to make a decision on what should be worked on next.

Further discussion between Mr. Sumner and the board on what street should be worked on first (Donnelly, Baker, Alexander).

Mr. Sumner stated that handrails will be put on the sidewalks throughout the various areas of the CRA.

Mr. Sumner stated the revenue is up 15% from last year. He gave further info on why the Northeast CRA were given a bit more in their budget due to all of the construction projects needed in the community.

VI. Other Business

Some discussion on code compliance between the board and Mr. Sumner.

VII. Announcement of next scheduled meeting date: September 13, 2023

Mr. Murray stated he will be in Jacksonville that meeting but may be able to zoom in.

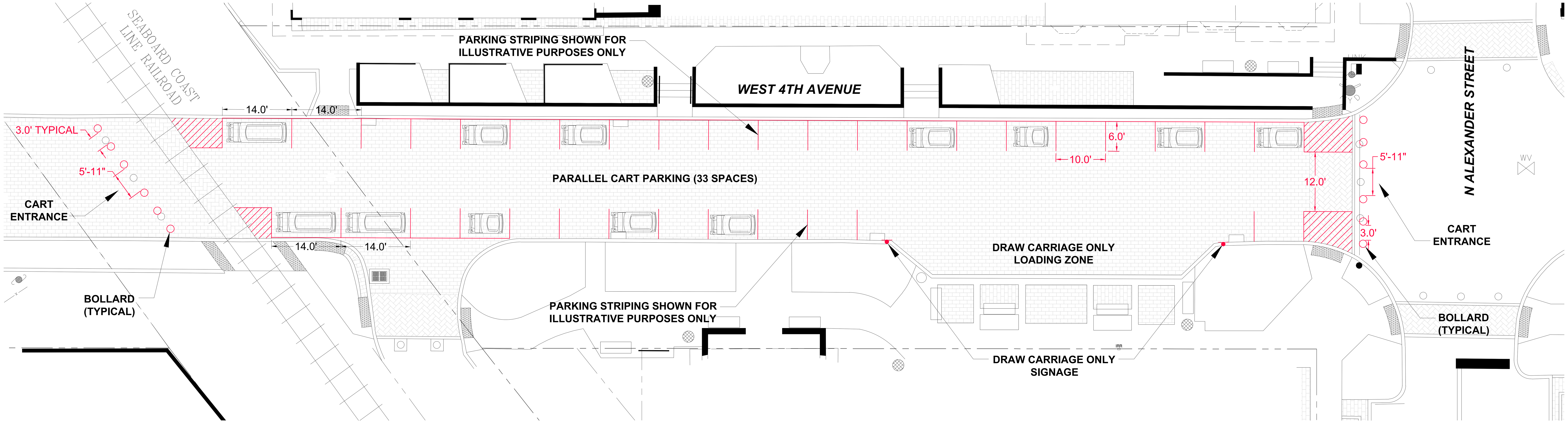
Original meeting date changed from September 6 to September 13, 2023 on September 8, 2023 to go over the budget vote.

VIII. Adjournment

Mr. Smith motioned to adjourn and Mr. Hussain seconded the motion. All approved unanimously by voice vote. There being no further business, adjourned the meeting at 6:36 p.m.

David Berndt, Chairman,
CRA Board

Catherine Hutcheson
Coordinator



Graphic Scale in Feet (10 0 10 20)

N

Seats	Length	Width	Height
2 Seat	~ 92 inches (7ft 8in)	~ 48 inches	~ 70 - 80 inches
4 Seat	~ 110 inches (9ft 2in)	~ 48 inches	~ 70 - 80 inches
6 Seat	~ 144 inches (12 ft)	~ 48 inches	~ 70 - 80 inches

Golf Cart Dimensions

N.T.S.

Bollard

N.T.S.

Motorcycle Dimensions

N.T.S.

MOTORCYCLE & GOLF CART PARKING ONLY

Monday-Saturday

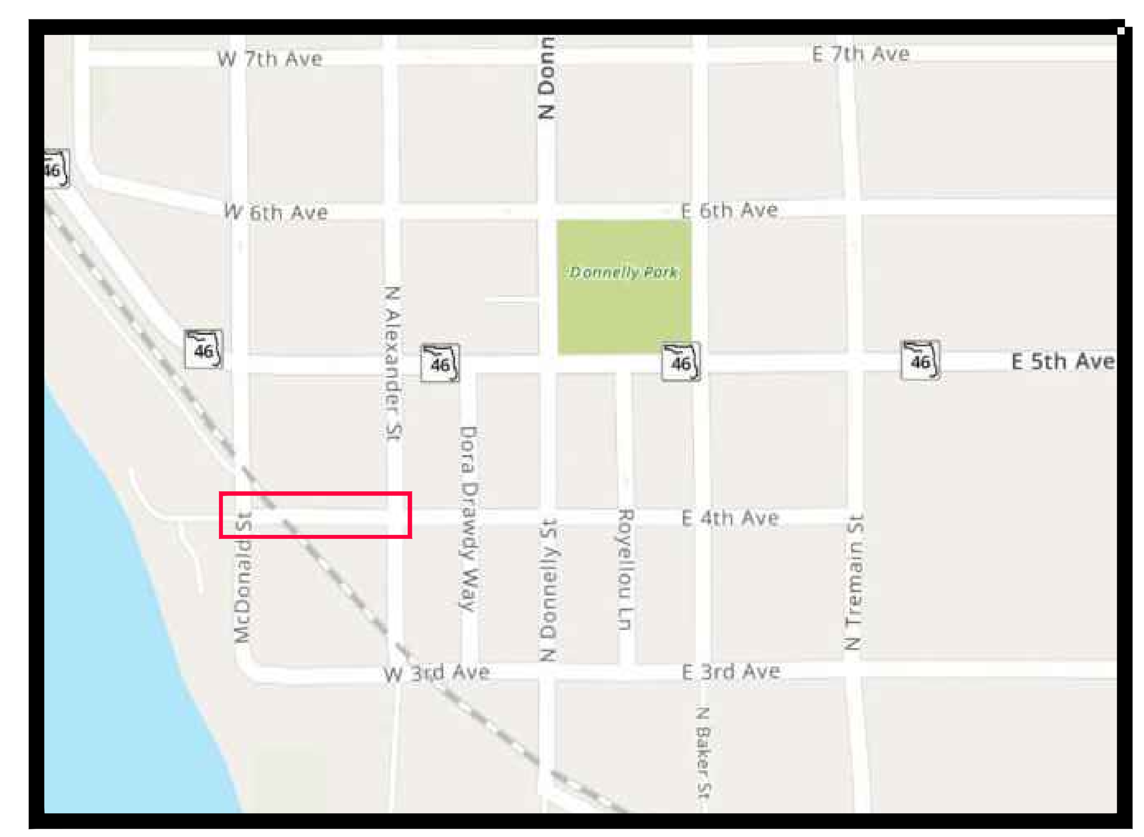
Parking Signage

N.T.S.

CARRIAGE ONLY LOADING ZONE

Parking Signage

N.T.S.



N

Parking Area

N.T.S.

PROJECT NOTES

PHASE I
- DESIGNATE AREA FOR GOLF CART AND MOTORCYCLE PARKING
- INSTALL DECORATIVE BOLLARDS (BOLLARD SPACING TO ALLOW FOR CARRIAGE ACCESS)
- INSTALL DECORATIVE SIGNAGE

PHASE II
- STRIPE PARKING SPACES (THERMOPLASTIC PAINT)

PARKING SPACE SIZES (33 SPACES)
- 6X10 (PARALLEL) - 29 SPACES
- 6X14 (PARALLEL) - 4 SPACES

cph
www.cphcorp.com
A Full Service A & E Firm
1117 East Robinson Street
Orlando, FL 32801
Ph: 407.425.0452
Plans Prepared By: CPH, Inc.
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

ProjectEngineer License

No.	Date	Revision
1		
2		
3		
4		
5		
6		
7		

Designed:	FNI
Drawn:	FNI
Checked:	FNI
Job No.:	M7000.1
Date:	10-2023 © 2023

Concept Site Plan and Details

Motorcycle and Golf Cart Parking
West 4th Avenue - Pedestrian Mall
Mount Dora, Florida

Sheet No.
P-1

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE CITY OF MOUNT DORA CODE OF ORDINANCES, PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT OF THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, ARTICLE V, GOLF CARTS AND LOW SPEED VEHICLES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution, Article VIII, Section 2(b), and Section 166.021(1), *Florida Statutes* establish the home rule powers of Florida municipalities and enable municipalities to conduct municipal government, perform municipal functions, render municipal services, and exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, this Ordinance implements and is enacted under such home rule powers vested in the City of Mount Dora by the Florida Constitution and the Florida Statutes; and

WHEREAS, the City enacted Ordinance No. 2023-06 on June 20, 2023, amending the City of Mount Dora Code of Ordinances to establish restrictions and regulations for operation of golf carts and low speed vehicles; and

WHEREAS, State of Florida House Bill 949 amended Section 316.212, *Florida Statutes* regarding operation of golf carts by restricting drivers' age; and

WHEREAS, the City has determined that it is in the best interest of the health, safety and welfare of its citizens and visitors to amend Chapter 42, Article V Golf Carts and Low Speed Vehicles in order to ensure consistency with current State Law.

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 Florida Law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. **AMENDING CITY OF MOUNT DORA CODE OF ORDINANCE, ARTICLE V. SECTION 42-203, GOLF CARTS AND LOW SPEED VEHICLES.** The City of Mount Dora Code Ordinances, Section 42-203 is hereby amended as follows:

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

Section 42-203. - Age Restrictions and Insurance.

A. Any Operator of a Golf Carts on a City Right of Way must meet the following requirements:

1. ~~Must be at least 16 years of age and have a valid driver's license.~~ Must be 18 years of age to operate a golf cart on the designated roadways unless he or she possesses a valid learner's driver license or valid driver's license.

2. ~~Operators with a learner's permit may only drive a Golf Cart on a City Right of Way if accompanied by a passenger of at least 21 years of age who also possesses a valid driver's license.~~ Operators of golf carts on designated roadways must possess a valid form of government-issued photographic identification.

***

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

SECTION 4. This ordinance shall sunset concurrently with Ordinance No. 2023-06 as set forth in Section 4 of Ordinance No. 2023-06 unless extended or modified as contemplated therein.

SECTION 5. **CODIFICATION AND SCRIVENER'S ERRORS.**

A. The revisions to City of Mount Dora Code of Ordinances, Chapter 42, as set forth in Section 2 above shall be codified in the City of Mount Dora Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Code of Ordinances.

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

SECTION 6. **SAVINGS CLAUSE.** All prior actions of the City pertaining to the City of Mount Dora Code of Ordinances, Chapter 42, Golf Carts And Low Speed Vehicles, as well as any and all other applicable matters set forth herein, are hereby ratified and affirmed consistent with the provisions of this 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. **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 9. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: ____________

SECOND READING: __________

PASSED AND ADOPTED this ___ day of ______, 2024.

____
CRISSY STILE, MAYOR
CITY OF MOUNT DORA

ATTEST:

____
Jeanann Hand, City Clerk
City of Mount Dora

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

____
Patrick Brackins, City Attorney
City of Mount Dora

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

DATE: **February 20, 2024**

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

FROM: **Vince Sandersfeld, Acting City Manager**

SUBJECT: Lobbyist Update

Introduction:
Gray Robinson, P.A. represents the City of Mount Dora during the 2024 Legislative process in Tallahassee, Florida. Their work includes identification of legislative priorities, formulation of strategy, research, communication with elected officials, and reporting the status on current work in progress.

Discussion:
Gray Robinson, P.A. supports the City of Mount Dora in respect to Legislative items and appropriations. Attached is theJanuary 2024 Monthly Report.

Budget Impact:
Lobbyist Activities are funded in GL account 421-1910-536.31-11.

Strategic Impact:
The contract with Gray Robinson, P.A. allows for cooperation from State, County, and surrounding communities toward the Innovation District and future infrastructure through grants and legislative processes.

Recommendation:
Data provided is informational.

Attachment(s):
1. Mount Dora January 2024 Report

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, Planning and Development Director Final Approval - 2/12/2024

January 31, 2024

City of Mount Dora
January Activity Report

Communications

- Correspondence re FLC Legislative Action Days
- Updates re HB 833- Public Safety Programs
- Scheduled and attended meetings with Representatives Truenow and Yarkosky for Tallahassee trip
- Correspondence with Councilman Cal Rolfson
- 2024 Pre-Session Report

Next Steps

- Continue to update Mount Dora on grant opportunities
- Session ends March 9, 2024

Ryan Matthews/Angela Drzewiecki