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
August 6, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Library Campus Update 5

2. Mount Dora Fun Fact

PUBLIC COMMENT

At this time, members of the public may come forward to comment on any topic that is related to City business but not listed on the agenda.

Prior to the meeting, please complete a Speaker Card (available at the City Clerk's desk) and provide it to the City Clerk. At the beginning of your comment, please clearly state your name and address for the record. If you are part of a group, please designate a speaker.

Each speaker may speak for up to three minutes.

Please address all comments to the Mayor.

The City will try to answer any questions at the time asked. However, there may be times that the City will need to conduct research prior to providing an answer.

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request Approval of Task Authorization with Bentley Architects and Engineers, Inc. for Design of Sidewalk Extension and Intersection Improvements on West 11th Avenue and Heim Road — 19

2. Request Approval of Amendment 5 to the Lease Agreement between Nickmax Properties, LLC, and the City of Mount Dora for the Robie Street Property — 38

3. Request Approval of Combined Voluntary and Operational Assistance Mutual Aid Agreement — 42

4. Request Approval of Sponsorship Agreement with Brightline Trains Florida, LLC for Advertising Services — 64

5. Request Approval of Third Amendment to Interlocal Agreement Between Lake County, Florida with the City of Mount Dora for Library Services — 104

6. Request Approval to Apply for the Florida Recreational Development Assistance Program Grant (FRDAP). — 129

7. Approval of Meeting Minutes: — 132
   - July 2, 2024 Northeast CRA Board Minutes
   - July 2, 2024 CRA Board Minutes
   - July 8, 2024 City Council Budget Workshop Minutes
   - July 16, 2024 City Council Regular Session Minutes
   - July 16, 2024 CRA Board Minutes
   - July 22, 2024 City Council Budget Workshop Minutes

ACTION ITEMS

1. Request Approval of Task Authorizations with Faden Builders, Inc. and Halff Associates, Inc. for the Donnelly Park Renovations. — 229

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval of Final Reading of **Ordinance No. 2024-19**, 2024 Charter Referendum 245

CITY MANAGER'S REPORT

1. Lobbyist Update 371

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

1. Councilmember Cal Rolfson
2. Councilmember Dennis Dawson
3. Councilmember Nate Walker
4. Councilmember Doug Bryant
5. Councilmember John Cataldo
6. Vice-mayor Marc Crail
7. Mayor Crissy Stile

FUTURE MEETING DATES

1. Tuesday, August 20, 2024, 6:00 PM, Regular Session
2. Monday, August 26, 2024, 6:00 PM, Final Budget Workshop: Overall Budget
3. Tuesday, September 3, 2024, 6:00 PM, Regular Session
4. Tuesday, September 10, 2024, 6:00 PM, Special Meeting: Fire Assessment Rate Public Hearing

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: **August 6, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Library Campus Update

Introduction:
This is an opportunity for staff to provide an update to City Council on the Library projects.

Discussion:
Staff will present updates on current projects and be available to answer any questions.

Budget Impact:
N/A

Strategic Impact:
GOAL 2: Infrastructure / Public Safety

Recommendation:
Presentation of information only; no action requested.

Attachment(s):
1. Library Campus Update 2024

Prepared by:	Vince Sandersfeld, City Manager	
Reviewed by:	Jeanann Hand, City Clerk	Approved - 7/31/2024
	Vince Sandersfeld, City Manager	New -

Library Campus Update

CITY OF MOUNT DORA
W.T. BLAND PUBLIC LIBRARY

April 30, 1969
Town Hall, Mt. Dora.

80,000 physical items

Monthly …

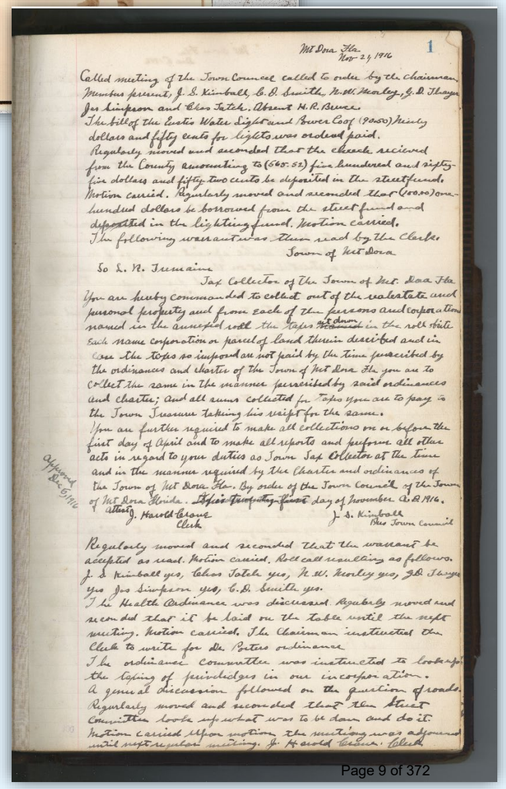
500 new items added

3,000 attending programs

16,000 visitors

20,000 checkouts

Mount Dora Archives



Mt Dora Fla.
Nov 24 1916

1

Called meeting of the Town Council called to order by the chairman. Members present, J. S. Kimball, E. D. Smith, N. W. Manley, J. D. Thrift, Jos Simpson and Elon Tatch. Absent H. R. Bruce.
The bill of the Lake Water Light and Power Co. (9.00) Ninety dollars and fifty cents for lights was ordered paid.
Regularly moved and seconded that the check received from the County amounting to (665.52) five hundred and sixty five dollars and fifty two cents be deposited in the street fund. Motion carried. Regularly moved and seconded that (600.00) six hundred dollars be borrowed from the street fund and deposited in the lighting fund. Motion carried.
The following warrant was then read by the Clerk.
Town of Mt Dora
So L. N. Tremaine
Tax Collector of the Town of Mt. Dora Fla.
You are hereby commanded to collect out of the realty and personal property and from each of the persons and corporations named in the assessed roll the taxes ~~as shown~~ in the roll this each name corporation or parcel of land therein described and in case the taxes so imposed are not paid by the time prescribed by the ordinances and charter of the Town of Mt Dora Fla. you are to collect the same in the manner prescribed by said ordinances and charter; and all sums collected for taxes you are to pay to the Town Treasurer taking his receipt for the same.
You are further required to make all collections on or before the first day of April and to make all reports and perform all other acts in regard to your duties as Town Tax Collector at the time and in the manner required by the Charter and ordinances of the Town of Mt Dora Fla. By order of the Town Council of the Town of Mt Dora Florida. ~~This twenty first~~ day of November A.D. 1916.
Attest, Harold Crane
Clerk
J. S. Kimball
Pres Town Council
Regularly moved and seconded that the warrant be adopted as read. Motion carried. Roll call resulting as follows. J. S. Kimball yes, Tatch yes, N. W. Manley yes, J. D. Thrift yes Jos Simpson yes, E. D. Smith yes.
The Health Ordinance was discussed. Regularly moved and seconded that it be laid on the table until the next meeting. Motion carried. The Chairman instructed the Clerk to write for Dr. Peters ordinance.
The ordinance committee was instructed to look up the taking of franchises in our incorporation.
A general discussion followed on the question of roads. Regularly moved and seconded that the Street Committee look up what was to be done and do it. Motion carried. Upon motion the meeting was adjourned until next regular meeting. J. H. Harold Crane, Clerk.

Approved Dec 6 1916

Nunan Butterfly Garden

Forest Preserve

FLORIDA SANDHILL ECOSYSTEM
High Pines on Dry, Rolling Hills
Spicebush Swallowtail
Zebra Longwing
LONGLEAF PINE
Longleaf pine forests dominated most of upland acres (sandhills and flatwoods) in north and central Florida 200 years ago.
These stately pines reach up to 125 feet in height and thrive on the sandy and well-drained soils of the southeastern United States. Growing slowly for 5-7 years, they look almost grass-like with a mound of long weeping needles as the plant develops a strong and deep root system before shooting up to its adult form.
When frequent fire is removed from the longleaf pine forest, vegetative succession will eliminate the longleaf, and a hardwood hammock will be created. This transition was underway when Forest Preserve was established in 2024.
Longleaf Pine
Florida's sandhill ecosystem is one of the most vulnerable habitats in the state. Characterized by widely spaced, scattered longleaf pines and an understory of grasses, herbs and low shrubs, the soils tend to be well-drained, mostly yellow, sterile sand on rolling hills.
Saw Palmetto
Beautyberry
Turkey Oak
Pineland Butterfly Pea
WILDLIFE DIVERSITY
Sandhills provide important habitat for many wildlife species. The combination of pines and diverse grasses provide nesting and foraging habitat for large and small mammals, birds, reptiles and amphibians.
Bobcat
Red-cockaded Woodpecker
Red-shouldered Hawk
Barred Owl
Eastern Indigo Snake
Raccoon
Eastern Diamondback Rattlesnake
Cottontail Rabbit
FIRE PLAYS AN IMPORTANT ROLE IN THE FOREST
Naturally occurring fires keep the forest open and attract wildlife. Tender shoots from resprouting plants, and fruit production stimulated by fire, provide food sources for large and small herbivores. Predators are also attracted by the abundance of prey. When fire is suppressed for long periods of time, oaks, palmettos and nuisance and invasive species crowd out the pines, habitat conditions change and the diversity and abundance of wildlife eventually declines.
Pileated Woodpecker
At 17" this is one of the largest and most striking forest birds on the continent. It is the same size as a crow.
Pileated woodpeckers drill distinctive rectangular-shaped holes in rotten wood to get at carpenter ants and other insects. The nest holes these birds make offer beneficial shelter to many species including owls, ducks, bats and squirrels.
CITY OF MOUNT DORA
W.T. BLAND PUBLIC LIBRARY

Please scan to learn about
American Beautyberry
Callicarpa americana

WELCOME TO MOUNT DORA'S
Forest Preserve
Sidewalk to Forest Preserve
Dirt Trail (1 Mile)
Boardwalk Trail (400 Feet)
Maintenance Trail
Stairs to Dirt Trail
Storybook Walk Signs
Trail Kiosk
Library Public Restrooms
Handicapped Parking
Steep Elevation Change
Suzanne Drive
Lake
Live Oak Stand
Longleaf Pine Stand
Parking
South Entry
YOU ARE HERE
Boardwalk Trail
North Entry
Parking
W 20th Avenue
Parking
Library
Nunan Butterfly Garden
Stairs
Bench
Square Pavilion
Octagon Pavilion
Boardwalk Trail
Parking
Pavilion
Swirl Musical Sculpture
Fountain
Garden Kaleidoscope
Nunan Butterfly Garden
0'
150'
300'
600'
No bicycles, dirt trail bikes, skateboards, hoverboards or other mechanized conveyances allowed, other than accessibility-related equipment. No music, speakers or broadcast sounds.
CITY OF MOUNT DORA
W.T. BLAND PUBLIC LIBRARY
W.T. Bland Public Library
1995 N. Donnelly Street
Mount Dora, FL 32757
(352) 735-7180 (Option 5)
Library@CityofMountDora.com

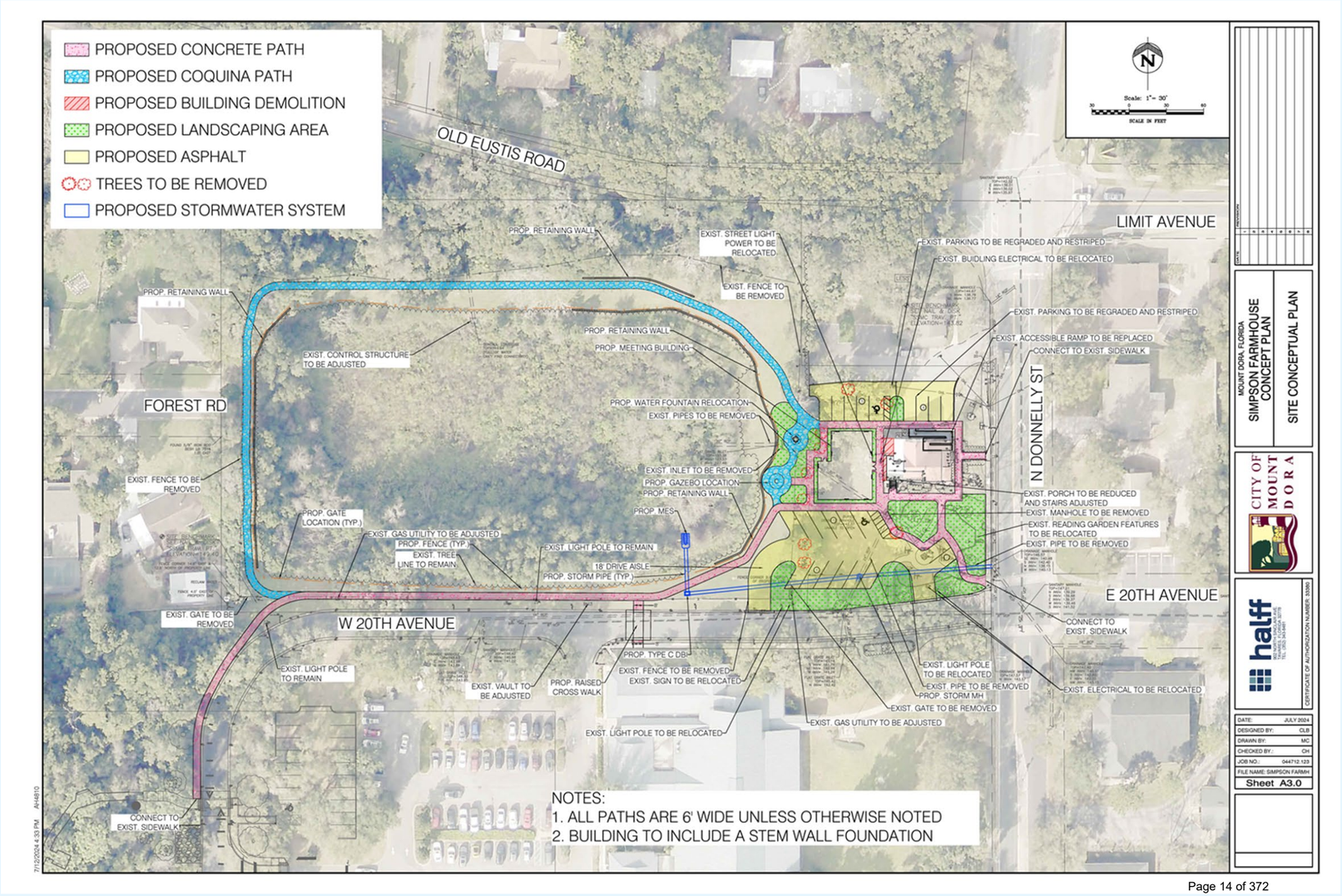
Simpson Farmhouse

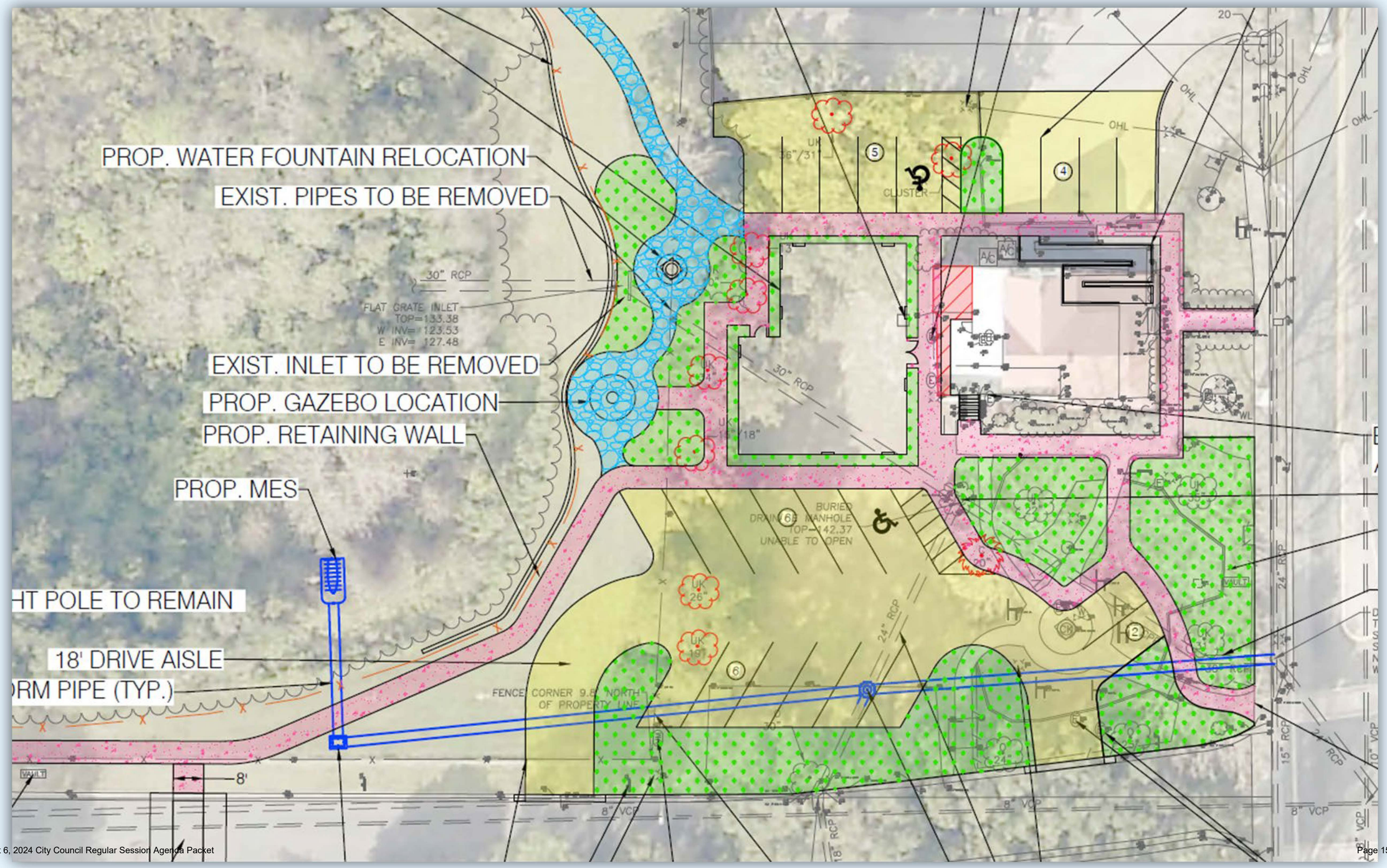
Simpson Farmhouse Complex

Historic Simpson Farmhouse
Meeting Center
Parking (24 spaces)
Terrace

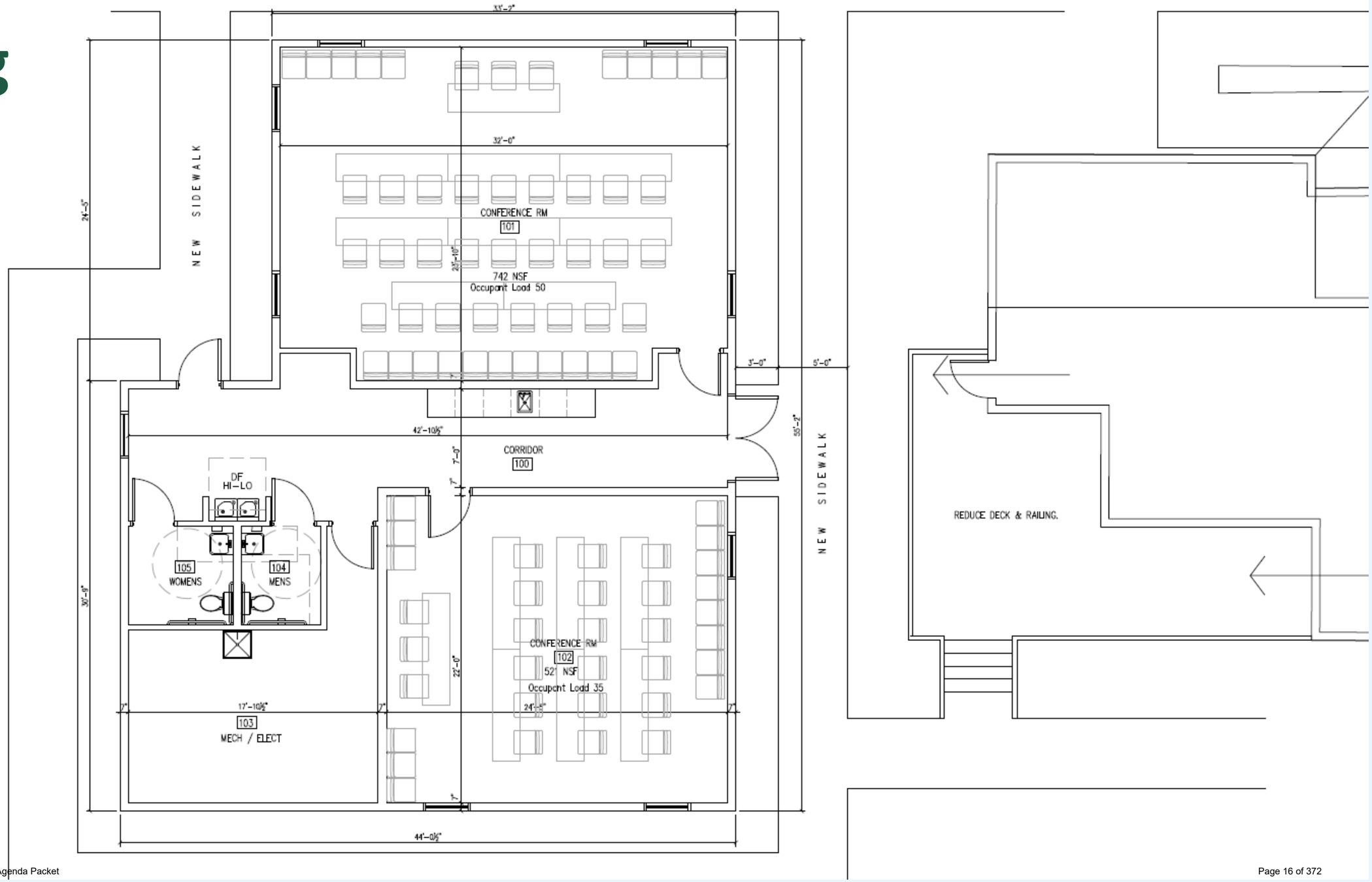
leading to …

Greenway
Forest Preserve
Nunan Butterfly Garden
W.T. Bland Public Library

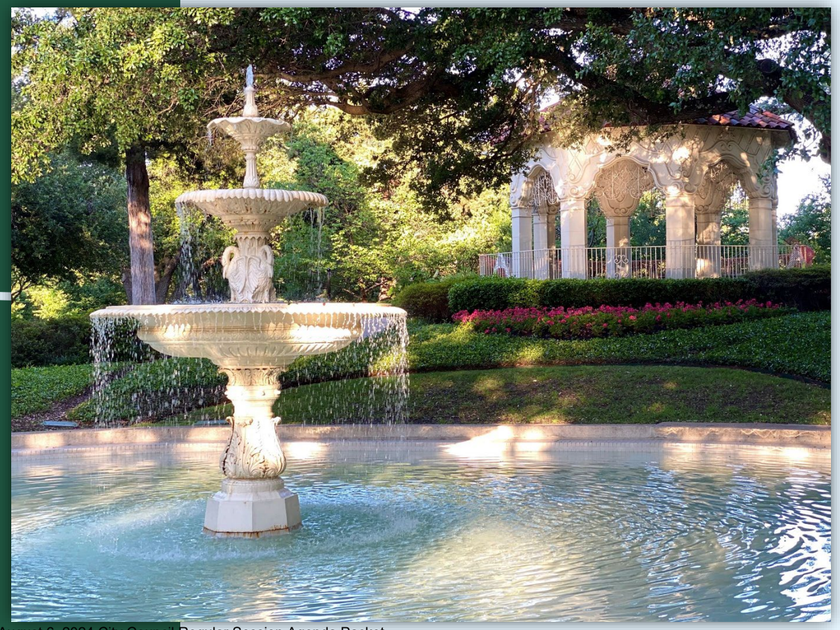



PROP. WATER FOUNTAIN RELOCATION
EXIST. PIPES TO BE REMOVED
EXIST. INLET TO BE REMOVED
PROP. GAZEBO LOCATION
PROP. RETAINING WALL
PROP. MES
HT POLE TO REMAIN
18' DRIVE AISLE
RM PIPE (TYP.)
30" RCP
FLAT GRATE INLET
TOP=133.38
W INV= 123.53
E INV= 127.48
30" RCP
BURIED
DRAIN MANHOLE
TOP=142.37
UNABLE TO OPEN
FENCE CORNER 9.5' NORTH
OF PROPERTY LINE
CLUSTER
OHL
24" RCP
15" RCP
8" VCP
8'
VAULT

Meeting Center

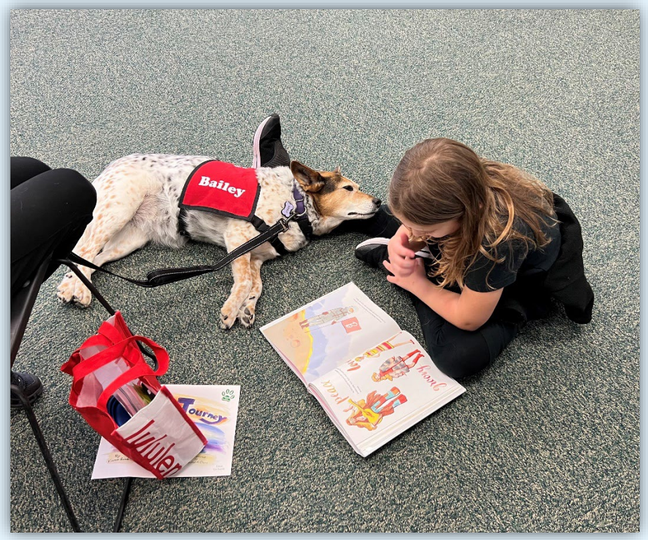


Terrace & Garden Greenway



Library Campus Update

Questions?



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

DATE: **August 6, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Task Authorization with Bentley Architects and Engineers, Inc. for Design of Sidewalk Extension and Intersection Improvements on West 11th Avenue and Heim Road

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Introduction:
This is a request for approval of a task authorization with Bentley Architects and Engineers, Inc. (Bentley) for design and preparation of construction plans for sidewalk extension and intersection improvements on West 11th Avenue and Heim Road.

Discussion:
This design phase serves to provide traffic-calming improvements, improved pedestrian access, and traffic safety. Key project elements include:

1. Construction plans preparation for the sidewalk as requested in a 2023 petition filed by residents in District 3. The sidewalk will be extended along the north side of W. 11th Avenue from Overlook Drive to Hilltop Drive.
2. Design and construction plans preparation for a realignment of Lakeshore Drive to eliminate the existing skewed intersection with Heim Road. The realignment of Lakeshore Drive to intersect Heim Road at Silvan Drive supports traffic-calming and safety improvements as noted in the 2020 "Traffic Calming Strategies" report by Renaissance Planning.
3. Two new crosswalks on W. 11th Avenue with signs and pavement markings to enhance pedestrian access and safety. These crossings are planned at the Overlook Drive and Crestview Drive intersections.

It is anticipated that the time necessary for Bentley to complete this assignment will exceed the time remaining on their current contract. Staff plans to present a contract extension agreement specific to this project for Council approval fall 2024, prior to contract expiration date.

The construction phase for this project is proposed for funding approval in the FY 24/25 budget.

Budget Impact:
The design phase for this project is presently funded for this fiscal year (FY23/24) in the amount of $100,000.00 under GL#310-5555-580.63-01-PW2414. The engineering proposal fee exceeded the budget estimate by $24,666.44. The $24,666.44 is available and will be drawn from the GL#310-5555-580.63-01-PL2001 - Traffic Calming Program account.

The construction phase for this project is proposed for funding approval in the FY 24/25 budget.

Strategic Impact:
GOAL 2: Infrastructure / Public Safety
Objective 2.2. Enhance pedestrian safety-crosswalk & traffic calming solutions

Recommendation:
Council approve the task authorization with Bentley for design and preparation of construction plans for sidewalk extension and intersection improvements on West 11th Avenue.

Attachment(s):
1. TA_11thAveSidewalkPlusTrafficCalming_Signed

Prepared by:	GEORGE MAREK, Public Works Director	
Reviewed by:	GEORGE MAREK, Public Works Director	Approved - 7/16/2024
	Matthew Dodson, Budget Officer	Approved - 7/16/2024
	Rita Meade, Finance Director	Approved - 7/16/2024
	City Attorney, City Attorney	Approved - 7/23/2024
	Jeanann Hand, City Clerk	Approved - 7/23/2024
	Vince Sandersfeld, City Manager	Final Approval - 7/23/2024

CITY OF MOUNT DORA
TASK AUTHORIZATION FORM

In accordance with the terms and conditions of the Agreement between Bentley Architects + Engineers, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2018-176, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.	**Project Name:** West 11th Avenue Sidewalk Extension and Intersection Improvements
	Project Amount: $124,666.44
	Budget Account Number: 310-5555-580.63-01-PW2414 ($100.000.00) 310-5555-580.63-01-PL2001 ($24,666.44)
	City Project Manager: Johnny Reynolds
	Contractor: Bentley Architects + Engineers, Inc
	Contractor Project Manager: Nathan Balo, P.E.

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND A CITY PURCHASE ORDER ARE DELIVERD TO THE CONTRACTOR.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C – Schedule
Exhibit D – Compensation

Recommended By:

Print: George Marek

Signature:

Date: July 2, 2024

Reviewed By:

Print: Johnny Reynolds

Signature:

Date: July 2, 2024

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Brandon Bentley	**Print Name:**
Signature:	**Signature:**
Date: 7/3/24	**Date:**

Exhibit A – Scope of Work

The scope of work is as described in the attached proposal letter from Bentley dated July 1, 2024.

Exhibit B – Sub-Contractors

Sub-contractors are as stated in the attached proposal letter from Bentley dated July 1, 2024.

Summary:

Southeastern Surveying and Mapping Corporation (SSMC)

Exhibit C – Schedule

The schedule is as described in the attached proposal letter from Bentley dated July 1, 2024.

Summary:

"Estimated Work Order Duration:
The timeframe estimated for this Task Work Order upon NTP is 6 months."

Exhibit D – Compensation

Compensation is as described in the attached proposal letter from Bentley dated July 1, 2024.

BENTLEY

PROPOSAL LETTER

July 1, 2024

George Marek, P.E.
Director of Public Works
City of Mount Dora
Public Works & Utilities Department
900 N. Donnelly Street
Mount Dora, FL 32757

SENT VIA: Email

Re: W 11th Avenue Sidewalk and Intersection Improvements
Bentley Project No.: 2017.071.B

Dear Mr. Marek, P.E.

We appreciate the opportunity to submit this proposal for professional services for the above referenced project under our Continuing Professional Consulting Services Contract RFQ No. 18-PW-009. The scope of this project will include a design survey and preparation of construction documents for sidewalk construction along the north side of W. 11th Avenue from Hilltop Drive to Overlook Drive. The scope will include two pedestrian crossings of W. 11th Avenue at Crestview Drive and Overlook Drive. Also included are construction documents for the closure and realignment of the intersection of Lakeshore Drive and W. 11th Avenue.

1. Design Scope of Services: The scope of services includes cad file design development, construction plan preparation and plan review/permit application preparation as defined below for the area shown on the attached Exhibit A:
    a. Sidewalk along the north side of 11th Avenue from Hilltop Drive to Overlook Drive
    b. A pedestrian crossing of 11th Avenue at Crestview Drive
    c. A pedestrian crossing of 11th Avenue at Overlook Drive
    d. Realignment of Lakeshore Drive to enter Heim Road at Sylvan Drive with modification of the abandoned Lakeshore Drive section to accommodate private driveways
2. Preparation of the following plan sheets and calculations for the Sidewalk and Intersection Design:
    a. Key/Cover Sheet with Index of Drawings (1)
    b. General Notes (1)
    c. Typical Sections (2)
    d. Plan Sheets (3)
    e. Existing Utility Plan Sheet (3) identifying existing facilities for applications and contractor's information
    f. Miscellaneous Detail Sheet (1)
    g. TCP details (2)
3. Two (2) field reviews during design: One (1) field review will be completed upon receipt of the boundary and topographic survey.

4. Design Phase Meetings:
    a. Four (4) virtual meetings with the City for two (2) team members
    b. Three (3) on-site meetings with the City for two (2) team members
5. Civil Applications: No plan review or permitting is anticipated for this project.

A. Post-Design Scope of Services: Post design services are not anticipated for this project.

B. Deliverables
- One PDF copy of the intersection and sidewalk design plans.

C. Fees
- Please see attached fee sheet.

D. Exclusions

Please note that design and engineering services not specially listed above or included in the attached subconsultant agreements are excluded. Excluded services included but are not limited to the following, as well as other clarifications:

1. Utility engineering and design
2. Utility Testing
3. Surveying and Subsurface Utility Engineering other than that provided in the attached subconsultant proposal
4. Preparation of and mailing of public notices
5. Drainage and stormwater management design
6. Geotechnical services
7. Preparation of record or as-built drawings
8. Public Involvement

E. Estimated Work Order Duration
The timeframe estimated for this Task Work Order upon NTP is 6 months.

F. Reimbursable Expenses
Other costs associated with the project would include normal reimbursables. Reimbursable costs including out of pocket expenses shall be itemized and invoiced directly plus an administrative charge of 15%. Typical expenses include but are not limited to delivery services, travel expenses, printing, CAD plotting and reproduction costs.

If this proposal meets with your approval, please sign and send back this proposal letter. We will await a specific task authorization be begin work. If you have any questions, please do not hesitate to contact our office.

Sincerely,

Bentley Group Inc.

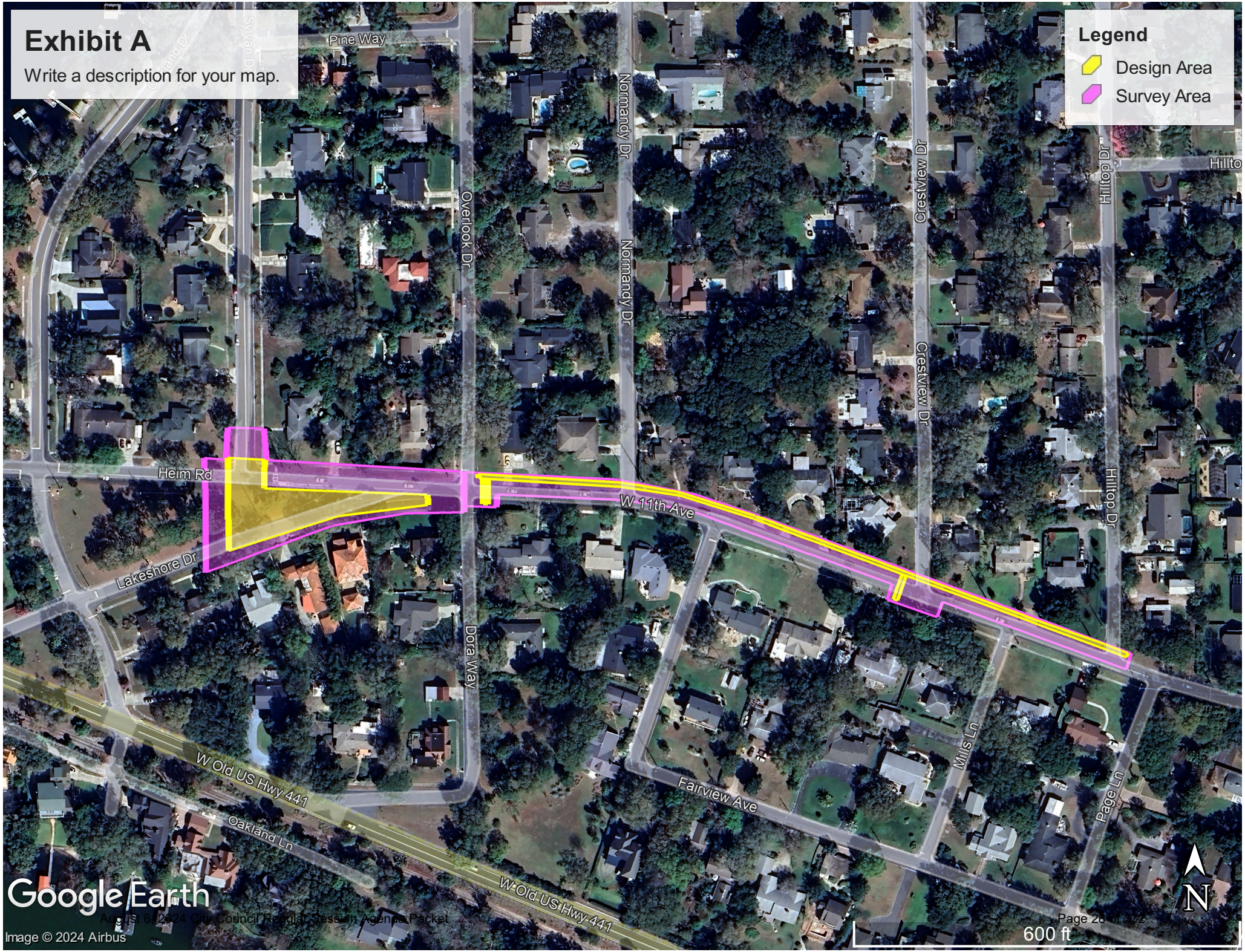
Nathan Balo, P.E.
Roadway Department Manager

City of Mount Dora

George Marek, P.E.
Public Works Director City of Mount Dora

Exhibit A

Write a description for your map.



ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:	W 11th Ave Sidewalk and Intersection Improvements	Consultant Name:	Brentley Group, Inc.
County:	Lake	Consultant No.:	2017.071.B
FPN:	NA	Date:	7/1/2024
FAP No.:	NA	Estimator:	Nathan Balo

Staff Classification	Total Staff Hours From "SH Summary -	Chief Engineer 2	Senior Architect	Architectural Intern	Chief Deigner	Project Manager	Project Engineer - Civil	Project Architect	Engineering Intern - Civil	Project Engineer B - Structural	Senior Designer B - Structural	Designer B - Structural	Engineering Intern- Structural	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$239.82	$182.40	$95.06	$158.44	$200.95	$162.30	$146.84	$95.68	$129.08	$97.38	$85.02	$88.88			
3. Project General and Project Common Tasks	124	12	0	0	0	50	31	0	31	0	0	0	0	124	$20,923	$168.73
4. Roadway Analysis	299	15	0	0	0	45	75	0	164	0	0	0	0	299	$40,504	$135.47
5. Roadway Plans	128	7	0	0	0	19	32	0	70	0	0	0	0	128	$17,388	$135.84
7. Utilities	60	3	0	0	0	9	15	0	33	0	0	0	0	60	$8,120	$135.33
19. Signing & Pavement Marking Analysis	43	2	0	0	0	6	11	0	24	0	0	0	0	43	$5,767	$134.12
Total Staff Hours	654	39	0	0	0	129	164	0	322	0	0	0	0	654		
Total Staff Cost		$9,352.98	$0.00	$0.00	$0.00	$25,922.55	$26,617.20	$0.00	$30,808.96	$0.00	$0.00	$0.00	$0.00		**$92,701.69**	**$141.75**

Check = $92,701.69

SALARY RELATED COSTS:					$92,701.69
OVERHEAD:		0%			$0.00
OPERATING MARGIN:		0%			$0.00
FCCM (Facilities Capital Cost Money):		0.00%			$0.00
EXPENSES:		0.00%			$0.00
Survey (Field - if by Prime)	0	4-person crew days @	$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					**$92,701.69**
Subconsultant: SSMC					$31,964.75
SUBTOTAL ESTIMATED FEE:					**$124,666.44**
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$124,666.44**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$124,666.44**

July 1, 2024

Via E-Mail: NBalo@BentleyGroupInc.com

Mr. Nathan Balo, P.E.
Roadway Department Manager
Bentley Group, Inc.
651 W. Warren Avenue, Suite 200
Longwood, FL 32750
Ph: 407.331.6116 ext. 104

RE: 11th Avenue, Mt. Dora - Topographic Survey and Utility Designation
A portion of 11th Avenue, Mt. Dora Florida 32757
Section 30, Township 19 South, Range 27 East, Lake County, Florida

Dear Mr. Balo,

PROJECT STATEMENT: We are pleased to submit our ***REVISED*** proposal for Surveying Services and Utility Services on the above-referenced project. It is our understanding that Bentley Group, Inc. requires a Topographic Survey with Utility Designation to support the design/construction of a portion of 11th Avenue, Mt. Dora FL. The specific area is identified in Exhibit "B". We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

SCOPE OF WORK:

TASK I – Topographic Survey

1. Locate all improvements and utilities, as evidenced by above-ground features or if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
3. Establish a minimum of **three (3)** site benchmarks.
4. Locate Right of Way monumentation and show apparent Right of Way lines based on found monumentation.
5. Topographic coverage will be limited to the area in **purple** as shown on **Exhibit "B".**

TASK II – Subsurface Utility Designation

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation for the full right of way as shown in **purple** on **Exhibit "B".**
2. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
3. Expose the subject utilities by using non-destructive vacuum excavation methods at (10 of test holes) specific locations as indicated on plan sheet(s) provided or marked by client in the field.
4. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
5. Any asphalt/concrete removed will be repaired using like materials.
6. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

SURVEY DELIVERABLE
The final product will be three (3) certified copies and digital (DWG) files for your use.

DELIVERY
All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

UTILITY DELIVERABLE
The final product will be a field drafted plan sheet or utility designation field sketch(s) as well as test hole reports/sketches of the project area reflecting all pertinent data for your use.

ADDITIONAL SERVICES
Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit "A"**.

UTILITY TERMS AND CONDITIONS
It is understood that the construction contractor is responsible to abide by Sunshine 811, Florida State Statutes Chapter 556.106 and all applicable laws, and regulations that pertain to the services provided.

Bentley Group, Inc. will make available all plans and utility records that have been obtained for this site. However, the information provided by **Bentley Group, Inc.** is also dependent upon a Sunshine 811 request for utility owners and/or their representatives to mark their buried underground plant at the project site as required by law. Southeastern Surveying and Mapping Corporation (SSMC) has a right to rely on the accuracy of such plans and utility records and will notify **Bentley Group, Inc.** if there are any patently or reasonably identifiable defects in the documents.

Bentley Group, Inc. is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by SSMC if requested in writing by **Bentley Group, Inc.**

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore, in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if absolutely necessary and these invoice charges will be an addition to the total per day rate and reflected on our invoice to you.

Note: If permitting is required for said work, these charges will also be additional and reflected on our invoice to you.

Note: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

Note: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Note: Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of **Bentley Group, Inc.**

PROJECT TIMELINE:
We anticipate the completion of the above-described work within **five (5) weeks** after receipt of an approved permit and a written notice to proceed.

EXPENSES AND FEES
Our fee for this project will be as follows:

TASK I – Topographic Survey:	**$ 17,361.75**
TASK II – Subsurface Utility Designation:	**$ 8,443.00**
Test Holes/Day Rate: **$616.00 Dirt/Each (anticipate 10)** **$765.00 Asphalt/Concrete/Each (anticipate)**	**$ 6,160.00**

Test Holes/Night Rate:
$924.00 Dirt/Each
$1,148.00.00 Asphalt/Concrete/Each

M.O.T. (SSMC):
$1,013.00 per Lane Closure/Day Rate
$1,231.00 per Lane Closure/Night Rate

Permitting (If required):
$133.00 per hour + Cost of Permit

Anticipated Total **$ 31,964.75**

PAYMENT TERMS:
Payment is expected within thirty (30) days from the date of the invoice.

LATE FEES
Late fees will be assessed to all payments past the 30-day mark. The late fee will be in the amount of $50.00. Additional late fees will continue to accrue every 30 days past the invoice date. Reference invoice number and please remit all payments to 6500 All American Blvd. Orlando, FL 32810.

PAYMENT OPTIONS
SSMC is committed to ensuring our Bentley Architects and Engineers, Inc. s have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

CLOSURE

In addition to the matters set forth above, our Agreement shall include and be subject to, and only to the attached General Terms and Conditions, which are incorporated by reference. **UPON SIGNATURE, NO OTHER CONTRACTS WILL BE CONSIDERED FOR THIS SCOPE OF WORK.**

We look forward to the opportunity to work with you on this project.

Sincerely,

Alex Jenkins, CST IV
Project Manager
ADJ:ler

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized Signatory execute the Agreement below and send via email to contracts@southeasternsurveying.com. **Fees and times stated in this agreement are valid for six months from the date of the proposal which would be (June 4, 2024).**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature	Date
Printed Name	Title (if any)

EXHIBIT "A"

HOURLY RATES

Surveying and Mapping Services

Category	Day Rate	Night / Weekend Rates
Professional Surveyor & Mapper/PSM	$ 199.00	
Project Surveyor	$ 177.00	
Expert Witness	$ 360.00	
Senior Technician	$ 133.00	
CAD Technician	$ 118.00	
Clerical	$ 79.00	$ 118.00
One Person Field Crew	$ 133.00	
Two Person Field Crew	$ 178.00	$ 267.00
Three Person Field Crew	$ 233.00	$ 350.00
Four Person Field Crew	$ 289.00	$ 433.00
Sketch of Descriptions (per SD)	$ 676.00	
Residential Elevation Certificate	$ 925.00	
Commercial Elevation Certificate (per bldg.)	$ 1,306.00	
Initial and Second Plat Review (up to two sheets)	$ 1,150.00 / per plat	
Initial and Second Plat Review (over two sheets)	$ 200.00 / per sheet	
Plat (Third or additional reviews of same plat)	$ 450.00 / each	

LiDAR/UAV

Category	Day Rate	Night / Weekend Rates
LiDAR Technician	$ 133.00	
LiDAR Project Manager	$ 177.00	
LiDAR One Person Field Crew	$ 155.00	
LiDAR Two Person Field Crew	$ 204.00	
Clerical	$ 79.00	$ 118.00
UAS/UAV Photogrammetry Crew	$ 268.00	
Mobile Scan Crew	$ 268.00	

Construction Services

Category	Day Rate	Night / Weekend Rates
Construction Professional Surveyor & Mapper	$ 203.00	
Construction Project Manager	$ 203.00	
Construction Senior Technician	$ 153.00	
Construction CAD Technician	$ 136.00	
Clerical	$ 79.00	$ 118.00
Construction One Person Field Crew	$ 153.00	
Construction Two Person Field Crew	$ 204.00	$ 306.00
Construction Three Person Field Crew	$ 268.00	$ 402.00
Construction Four Person Field Crew	$ 332.00	$ 498.00

GIS Services

Category	Day Rate	Night / Weekend Rates
Professional Engineer	$ 213.00	
GIS Project Manager	$ 177.00	
GIS Analyst	$ 119.00	
GIS Technician	$ 79.00	
Clerical	$ 79.00	$ 118.00
Two Person GIS Crew	$ 178.00	
One Person GIS Crew	$ 133.00	

Subsurface Utility Engineering (SUE) Services

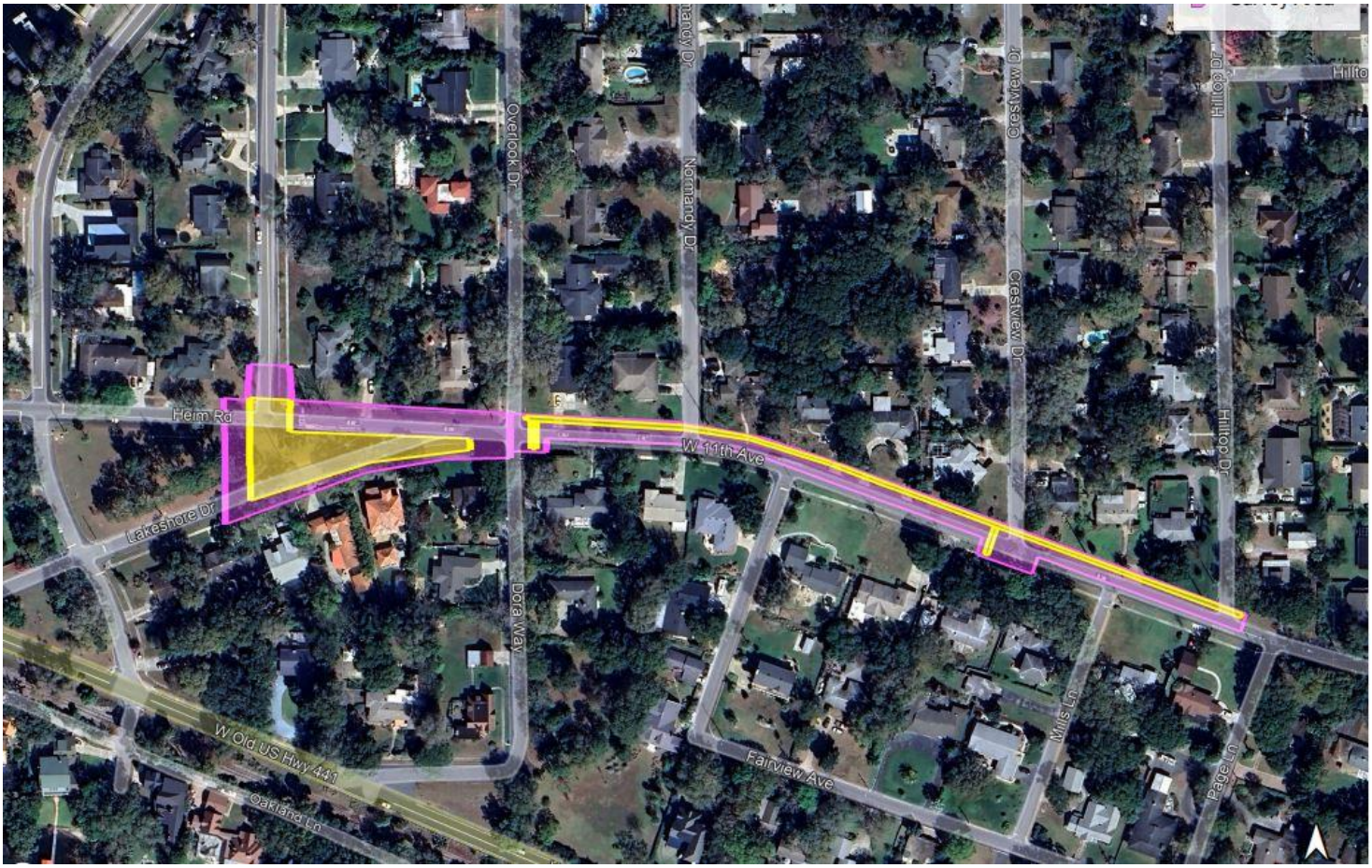
Category	Day Rate	Night / Weekend Rates
Project Manager	$ 177.00	$ 265.00
Senior Technician	$ 133.00	$ 200.00
Clerical	$ 79.00	$ 118.00
One Person Crew	$ 178.00	$ 267.00
Two Person Crew	$ 216.00	$ 324.00
Three Person Crew	$ 301.00	$ 451.00
Vacuum Excavation (Per Test Hole)		
1-3 Test Holes/Dirt	$ 2,664.00	$ 3,864.00
1-3 Test Holes/Asphalt/Concrete	$ 2,664.00	$ 3,864.00
4 or more Test Holes/Dirt (Per Location)	$ 616.00 / each	$ 924.00 / each
4 or more Test Holes/Asphalt/Concrete (Per)	$ 765.00 / each	$ 1,148.00 / each
One Person Concrete Radar Mapping/Imaging	$ 217.00	$ 336.00
Temporary Traffic Control (TTC)		
Per Lane Closure	$ 1,013.00 / each	$ 1,231.00 / each
Per Sidewalk Closure	$ 500.00 / each	$ 600.00 / each
Flagman Control (Hourly – Per Flagger)	$ 100.00	$ 150.00
Mast Arms (Per Location)		
Subsurface Utility Locating (QL-B & QL-A)	$ 1,656.00	
Concrete/Asphalt Removal & Repair	$ 436.00	
Survey Staking of Pole Location	$ 431.00	

Miscellaneous Services

Per Diem/Lodging Expenses		
Category	**Day Rate**	**Night / Weekend Rates**
Per Day Two Person Crew	$ 395.00	
Per Day Three Person Crew	$ 595.00	

EXHIBIT "B"

SURVEY LIMITS



GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES.

For the fee outlined in this Proposal, you agree that SSMC shall only be obligated to render the Services expressly described in this Proposal. Unless otherwise expressly required, in no event do we have any obligation or responsibility for:

a. The correctness and completeness of any document prepared by another entity.

b. The correctness and completeness of any drawing we prepared unless it was properly signed and sealed by a registered professional on our behalf.

c. Favorable or timely comment or action by any governmental entity on submitting any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents whatsoever.

d. Off-site circumstances other than those clearly visible and actually known to us from on-site work.

e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.

f. The safety conditions for the entire site, construction quality, means, methods, or sequences.

g. The correctness of any geotechnical services performed by others, whether or not as our subcontractor.

Should the shop drawing review be incorporated into the Services, we shall promptly pass on the shop drawings. Checking and approving shop drawings will be general for conformance with the Project's design concept to which this Proposal relates ("Project") and compliance with the information in the construction documents. They will not include quantities, detailed dimensions, or dimensions adjustments to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements nor as relieving the Client of the sole and final responsibility for any error in details, dimensions, or otherwise that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of $1M per each occurrence and $2M per general aggregate, Worker's Compensation in the amount of $1M, Automobile Liability in the amount of $1M, Professional Liability also known as Errors and Omissions in the amount of $5M per occurrence and general aggregate, and Umbrella Coverage in the amount of $5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

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

DATE: **August 6, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Amendment 5 to the Lease Agreement between Nickmax Properties, LLC, and the City of Mount Dora for the Robie Street Property

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Introduction:
This is a request for City Council to approve Amendment 5 to the existing 1501 Robie Avenue Property lease agreement between Nickmax Properties and the City of Mount Dora. This amendment allows for the extension of the lease through June 1, 2025, while the new Public Works Facility is being constructed.

Discussion:
On October 1, 2018, Council approved Resolution No. 2018-136 (Attachment #1), authorizing the lease agreement for the Robie property at 1501 Robie Avenue while the new Public Works Facility was being constructed. On July 2, 2019, Council approved Resolution No. 2019-73 (Attachment #2), approving the first amendment to the lease to add property adjacent to the leased property for employee parking. Then on July 7, 2020, Council approved Resolution No. 2020-77 (Attachment #3), approving the second amendment to the lease, providing for an extension through September 20, 2021. On October 5, 2021, Council approved the third amendment to the lease, providing for an extension through September 20, 2022. On January 3, 2023, Council approved the fourth amendment to the lease, providing for an extension through September 30, 2024.
It is requested to extend the lease one more time allowing the construction of the Public Works building to be completed. This new amendment will extend the term for an additional 8 months. The new Public Works facility on Limit is expected to be ready by April of 2025.

Budget Impact:
The extended lease is an additional $1,183.76 per month for the first 8 months of FY24-25. The cost details are shown below:

Extension Period	Monthly Base Rent	Eight Month Total	Total (Monthly)	Increase
10/01/2023 - 9/30/2024	$11,290.05 $ 588.03 $11,878.08	$90,320.40 $ 4,704.24 $95,024.64	$11,878.08	
10/01/2024 – 6/01/2025	$12,414.77 $ 647.07 **$13,061.84**	$ 99,318.16 $ 5,176.56 **$104,494.72**	$13,061.84	10.0%

This extended lease will be part of the 2024/2025 budget and is divided between the following funds:

Electric	35%
Water/Wastewater	35%
General Fund	30%

Strategic Impact:

This resolution has a direct impact on the City's infrastructure improvement as the Robie Property is the temporary operation complex until the new Public Works Facility is built.

Recommendation:

City Council approve Amendment 5, extending the Robie Lease Agreement through June 1st, 2025.

Attachment(s):

1. 08.06.2024.Nickmax Robie Lease Amendment 5

Prepared by:	Stephanie Gervais, Administrative Coordinator-Public Works	
Reviewed by:	Steve Langley, Electric Utility Director	Approved - 7/12/2024
	Matthew Dodson, Budget Officer	Approved - 7/12/2024
	Rita Meade, Finance Director	Approved - 7/12/2024
	City Attorney, City Attorney	Approved - 7/30/2024
	Jeanann Hand, City Clerk	Approved - 7/30/2024
	Vince Sandersfeld, City Manager	Final Approval - 7/30/2024

AMENDMENT 5 TO LEASE BETWEEN
NICKMAX PROPERTIES, LLC
AND CITY OF MOUNT DORA

THIS AMENDMENT 5 is made by and between NICKMAX PROPERTIES, LLC, a Florida Limited Liability Company (Landlord) and the City of Mount Dora, a Municipal Corporation of the State of Florida (City).

WHEREAS, the parties entered into a Lease Agreement (Lease) on October 1, 2018; and

WHEREAS, the Lease was amended on July 2, 2019, through adoption of Resolution No. 2019-73, amended again on July 7, 2020, through adoption of Resolution No. 2020-77, amended again on October 5, 2021, through approval of Amendment 3 to the Lease, and amended again on January 7, 2023, through approval of Amendment 4 to the Lease; and

WHEREAS, the parties have determined that it is in their mutual best interest to once again amend the Lease.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Landlord and the City agree as follows:

1. **Section 1. Basic Lease Provisions**, is hereby amended as follows:

1.4 Term:

The Term of the Lease is hereby extended through June 1, 2025.

1.5 (b) Extension Term Rent:

Period	Monthly Base Rent	Sales Tax	Total Monthly	Increase
10/01/2023 – 9/30/2024 Primary Facilities Parking Lot Total	 $11,290.05 588.03 $11,878.08	N/A	$11,878.08	NA
10/01/2024 – 6/1/2024 Primary Facilities Parking Lot Total	 $12,414.77 647.07 $13,061.84	N/A	$13,061.84	10 %

2. All of the terms and conditions of the Lease shall remain in full force and effect, and to the extent of any conflict between this Amendment 5 and the Lease between the parties, this Amendment 5 shall prevail.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____day of _____, 2024.

CITY OF MOUNT DORA

_____
CRISSY STILE, MAYOR

ATTEST:

_____
Jeanann Hand, City Clerk

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

_____
Patrick Brackins, City Attorney

NICKMAX PROPERTIES, LLC
(LANDLORD)

_____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____of Nickmax Properties, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Licensee and who is personally known to me or who produced _____as identification, and who did/did not take an oath this ____day of _____, 2024.

(Stamp)

_____
NOTARY PUBLIC, State of Florida

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

DATE: **August 6, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Combined Voluntary and Operational Assistance Mutual Aid Agreement

---

Introduction:
This is a request for Council to approve the Combined Voluntary and Operational Assistance Mutual Aid Agreement with neighboring law enforcement jurisdictions.

Discussion:
Mutual aid agreements allow for assistance to or from other law enforcement agencies during a law enforcement emergency or for voluntary cooperation and assistance for routine law enforcement activity across jurisdictional lines.

Jurisdictional boundaries could create a legal conflict when a law enforcement officer is actively conducting a multi-jurisdictional criminal investigation or responding to a disaster or emergency across jurisdictional boundaries. As a remedy, the Florida Statutes allow for law enforcement agencies to enter into Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreements, eliminating the risks associated with operating outside your legal jurisdiction.

Mutual aid agreements establish the legal basis for two or more law enforcement entities to share law enforcement resources. These mutual aid agreements authorize mutual aid between two or more neighboring law enforcement agencies or among agencies within the State of Florida.

The Mount Dora Police Department requests the Council's approval to enter into a Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the following law enforcement agencies:

1. Astatula Police Department
2. Clermont Police Department
3. Eustis Police Department
4. Fruitland Park Police Department

5. Groveland Police Department
6. Howey-in-the-Hills Police Department
7. Lady Lake Police Department
8. Leesburg Police Department
9. Mascotte Police Department
10. Tavares Police Department
11. Wildwood Police Department
12. Sumter County Sheriff's Office

With the approval of the Council, this Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement will allow for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines and will allow for law enforcement assistance in the event of an emergency.

Budget Impact:
No budgetary impact

Strategic Impact:
Public safety

Recommendation:
The Mount Dora Police Department requests the Council's approval for the Mount Dora Police Department to enter into this Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the neighboring law enforcement jurisdictions.

Attachment(s):
1. 2024 Combined Mutual Aid Local Agencies

Prepared by:	Michael Gibson, Chief of Police	
Reviewed by:	Michael Gibson, Chief of Police	Approved - 7/9/2024
	Matthew Dodson, Budget Officer	Approved - 7/9/2024
	Rita Meade, Finance Director	Approved - 7/10/2024
	City Attorney, City Attorney	Approved - 7/29/2024
	Jeanann Hand, City Clerk	Approved - 7/29/2024
	Vince Sandersfeld, City Manager	Final Approval - 7/29/2024

COMBINED VOLUNTARY COOPERATION
AND
OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT
ASTATULA POLICE DEPARTMENT
CLERMONT POLICE DEPARTMENT
EUSTIS POLICE DEPARTMENT
FRUITLAND PARK POLICE DEPARTMENT
GROVELAND POLICE DEPARTMENT
HOWEY-IN-THE-HILLS POLICE DEPARTMENT
LADY LAKE POLICE DEPARTMENT
LEESBURG POLICE DEPARTMENT
MASCOTTE POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

WITNESSETH

Whereas, the subscribing law enforcement agencies are so located in relation to each other that is to the advantage of each other to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

1) continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of citizens; and,

2) intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, *Florida Statutes*; and

Whereas, the Astatula Police Department, Clermont Police Department, Eustis Police Department, Fruitland Park Police Department, Groveland Police Department, Howey-in-the-Hills Police Department, Lady Lake Police Department, Leesburg Police Department, Mascotte Police Department, Mount Dora Police Department, Tavares Police Department, Wildwood Police Department, and Sumter County Sheriff's Office have the authority under Chapter 23, Part I, Florida Statutes, the Florida Mutual Aid Act, to enter into this Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement for law enforcement services which:

1) permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and

2) provides for rendering of assistance in a law enforcement emergency.

Now, therefore, the parties agree as follows:

COMBINED VOLUNTARY COOPERATION
AND
OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT
ASTATULA POLICE DEPARTMENT
CLERMONT POLICE DEPARTMENT
EUSTIS POLICE DEPARTMENT
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GROVELAND POLICE DEPARTMENT
HOWEY-IN-THE-HILLS POLICE DEPARTMENT
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LEESBURG POLICE DEPARTMENT
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MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

Section I: Provisions for Voluntary Cooperation

The Astatula Police Department, Clermont Police Department, Eustis Police Department, Fruitland Park Police Department, Groveland Police Department, Howey-in-the-Hills Police Department, Lady Lake Police Department, Leesburg Police Department, Mascotte Police Department, Mount Dora Police Department, Tavares Police Department, Wildwood Police Department, and Sumter County Sheriff's Office hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Law, to include, but not necessarily limited to, investigating Homicides, Sex Offenses, Robberies, Burglaries, Thefts, Gambling, Motor Vehicle Thefts, Controlled Substance Violations, DUI and Traffic Violations, and with back-up services during Patrol Activities, School Resource Officers on official duty within 1000 feet of a school, and Inter-Agency Task Forces and/or Joint Investigations.

Section II: Provisions for Operational Assistance

The Astatula Police Department, Clermont Police Department, Eustis Police Department, Fruitland Park Police Department, Groveland Police Department, Howey-in-the-Hills Police Department, Lady Lake Police Department, Leesburg Police Department, Mascotte Police Department, Mount Dora Police Department, Tavares Police Department, Wildwood Police Department, and Sumter County Sheriff's Office hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily limited to, dealing with Civil Disturbances, Law Enforcement Emergencies, Large Protest Demonstrations, Aircraft Disasters, Fire, Hurricanes, Tornadoes, or other weather related crises, Sporting Events, Concerts, Parades, Escapes from Detention Facilities, incidents requiring utilization of Special Units and Inter-Agency Task Forces and/or Joint Investigations.

Section III: Procedures For Requesting Assistance

In the event that a party to this agreement is in need of assistance, as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head

or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting, or going to or from work, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said party, representing, his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer assistance requested, including, but not limited to, a follow-up written report documenting the events and actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety issues, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

Section IV: Command and Supervisory Responsibility

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

Conflicts: Whenever an officer, deputy sheriff or other appointee in rendering assistance pursuant to the agreement, the officer, deputy sheriff, or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulations, contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.

Handling Complaints: Whenever there is cause to believe that a complaint has risen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. the identity of the complainant
2. an address where the complaining party can be contacted
3. the specific allegation
4. the identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for Administrative Review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

Section V: Liability

Each party engaging in any mutual, cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, *Florida Statutes*, where applicable.

Section VI: Powers, Privileges, Immunities and Costs

A. Employees of each of the aforesaid law enforcement agencies when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of the agreement, shall, pursuant to the provisions of Section 23.127(1), *Florida Statutes*, have the same powers, duties, rights, privileges, and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

B. Each Party agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other, party to this agreement, as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

C. An agency that furnishes equipment pursuant to this agreement must bear the costs of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

D. The agency furnishing aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensations due to personal injury or death while such employees are rendering aid pursuant to this agreement. However, the requesting agency may compensate the assisting agency during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation as a result of personal injury or death while such employees are rendering aid pursuant to this agreement.

E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the performance of the employee's duties extra-territorially under the provisions of the mutual aid agreement. The provisions of the section shall apply with equal effect, paid, volunteer, and auxiliary employees.

F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

G. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

Section VII: Liability Insurance:

Each party will provide satisfactory proof of liability insurance by one or more means specified in Section 768.28(16)(a), *Florida Statutes*, in any amount which is, in the judgement of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice of actual knowledge of such change.

Section VIII: Forfeiture Provisions

A. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband

Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requesting operational assistance or the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, *Florida Statutes*, the agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility of maintaining the property in accordance with Chapter 932, *Florida Statutes*, to include, but not limited to, the complete discretion to bring the action or dismiss the action.

Section IX: Effective Date

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect for period of **five (5) years** from the date executed or otherwise cancelled. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

Section X: Cancellation

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

In Witness Whereof, the parties hereto cause these presents to be signed on the date specified.

[SIGNATURES ON FOLLOWING PAGES]

COMBINED VOLUNTARY COOPERATION
AND
OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT
ASTATULA POLICE DEPARTMENT
CLERMONT POLICE DEPARTMENT
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MASCOTTE POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
Wally Hoagland	_____
Chief of Police	City Representative
Astatula Police Department	City of Astatula
Date: _____	Date: _____

COMBINED VOLUNTARY COOPERATION
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OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT
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MASCOTTE POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
Charles Broadway	_____
Interim Chief of Police	City Representative
ClermontPolice Department	City of Clermont
Date: _____	Date: _____

COMBINED VOLUNTARY COOPERATION
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OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT
ASTATULA POLICE DEPARTMENT
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MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
Craig Capri	_____
Chief of Police	City Representative
Eustis Police Department	City of Eustis
Date: _____	Date: _____

COMBINED VOLUNTARY COOPERATION
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OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT
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MASCOTTE POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
Interim	_____
Chief of Police	City Representative
Fruitland Park Police Department	City of Fruitland Park
Date: _____	Date: _____

COMBINED VOLUNTARY COOPERATION
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OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT
ASTATULA POLICE DEPARTMENT
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MASCOTTE POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
Shawn Ramsey	_____
Chief of Police	City Representative
Groveland Police Department	City of Groveland
Date: _____	Date: _____

COMBINED VOLUNTARY COOPERATION
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MASCOTTE POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
Rick Thomas	_____
Chief of Police	City Representative
Howey-in-the-Hills Police Department	City of Howey-in-the-Hills
Date: _____	Date: _____

COMBINED VOLUNTARY COOPERATION
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MASCOTTE POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
Steven Hunt	_____
Chief of Police	City Representative
Lady Lake Police Department	City of Lady Lake
Date: _____	Date: _____

COMBINED VOLUNTARY COOPERATION
AND
OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT
ASTATULA POLICE DEPARTMENT
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MASCOTTE POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
Joseph A. Iozzi	Al Minner, City Manager
Chief of Police	City Representative
Leesburg Police Department	City of Leesburg
Date: _____	Date: _____

COMBINED VOLUNTARY COOPERATION
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OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT
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MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
Eric Pederson	_____
Chief of Police	City Representative
Mascotte Police Department	City of Mascotte
Date: _____	Date: _____

COMBINED VOLUNTARY COOPERATION
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MASCOTTE POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
Mike Gibson	Crissy Stile
Chief of Police	Mayor
Mount Dora Police Department	City of Mount Dora
Date: _____	Date: _____

ATTEST:

_____
Jeanann Hand, City Clerk

COMBINED VOLUNTARY COOPERATION
AND
OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT
ASTATULA POLICE DEPARTMENT
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MASCOTTE POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
Sarah Coursey	_____
Chief of Police	City Representative
Tavares Police Department	City of Tavares
Date: _____	Date: _____

COMBINED VOLUNTARY COOPERATION
AND
OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT
ASTATULA POLICE DEPARTMENT
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TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
Randy Parmer	_____
Chief of Police	City Representative
Wildwood Police Department	City of Wildwood
Date: _____	Date: _____

COMBINED VOLUNTARY COOPERATION
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MASCOTTE POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT
TAVARES POLICE DEPARTMENT
WILDWOOD POLICE DEPARTMENT
SUMTER COUNTY SHERIFF'S OFFICE

_____	_____
William O. "Bill" Farmer, Jr.	_____
Sheriff	County Representative
Sumter County Florida	Sumter County Florida
Date: _____	Date: _____

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

DATE: **August 6, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Sponsorship Agreement with Brightline Trains Florida, LLC for Advertising Services

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Introduction:
This is a request for City Council to approve the Sponsorship Agreement with Brightline Trains Florida, LLC for Advertising Services.

Discussion:
Annually, the City has launched various campaigns in an effort to promote tourism. With the completion of Brightline's high-speed intercity passenger rail system that connects Miami to Orlando, staff recognizes great benefit in advertising in their south Florida stations:

- 54% of their guests have a household income >$100k and 15% >$250k, indicating disposable income for travel
- 42% of their riders are ages 35-54, older than the young family demographic drawn to the Orlando/Disney area
- 57% of their guests are from south Florida

When considering the timing of this advertising, staff also took into account that no special events are scheduled for the month of August and feedback from the business community conveying they are experiencing greater financial challenges this summer compared to previous years.

Through this Sponsorship Agreement, from August 8– September 8, 2024, the City will receive:

1. Digital Screen Advertising (11.5M annual impressions) - Two (2) minutes of messaging per hour on Brightline's digital screen network in the Miami, Fort Lauderdale, Boca Raton and West Plam Beach stations (including the Miami LED column)
2. Social media (2M annual impressions) - One (1) co-branded social media campaign

3. Email to database (850k recipients) - One (1) co-branded dedicated email

Budget Impact:
$45,000 is budgeted in GL# 001-1620-552.48-01 for the promotion of tourism.

Strategic Impact:
GOAL 1: Economic Development
Objective 1.4. Promote tourism by Enhancing Mount Dora as a Destination

Recommendation:
City Council approve the Sponsorship Agreement with Brightline Trains Florida, LLC for Advertising Services.

Attachment(s):
1. Attachment #1 - Brightline Media Kit
2. Mount Dora Sponsorship Agreement 7.28.24 HRN legal edits (003)

Prepared by:	Misty Sommer, Director of Economic Development & Public Information	
Reviewed by:	Matthew Dodson, Budget Officer	Approved - 7/3/2024
	Rita Meade, Finance Director	Approved - 7/8/2024
	City Attorney, City Attorney	Approved - 7/31/2024
	Jeanann Hand, City Clerk	Approved - 7/31/2024
	Vince Sandersfeld, City Manager	Final Approval - 7/31/2024

ATTACHMENT #1

Hello, Nice to meet you!

brightline

The only major privately held express passenger rail business in the U.S.

COMPANY GOAL IS TO CONNECT CITY PAIRS THAT ARE
"TOO LONG TO DRIVE AND TOO SHORT TO FLY"

- Currently operating in South Florida with a recent expansion to **Orlando**.
  Future planned extensions to Orlando's **Tourist Corridor** and **Tampa**.
- Expansion project connecting **Las Vegas** and **Southern California** on track to break ground in 2024.

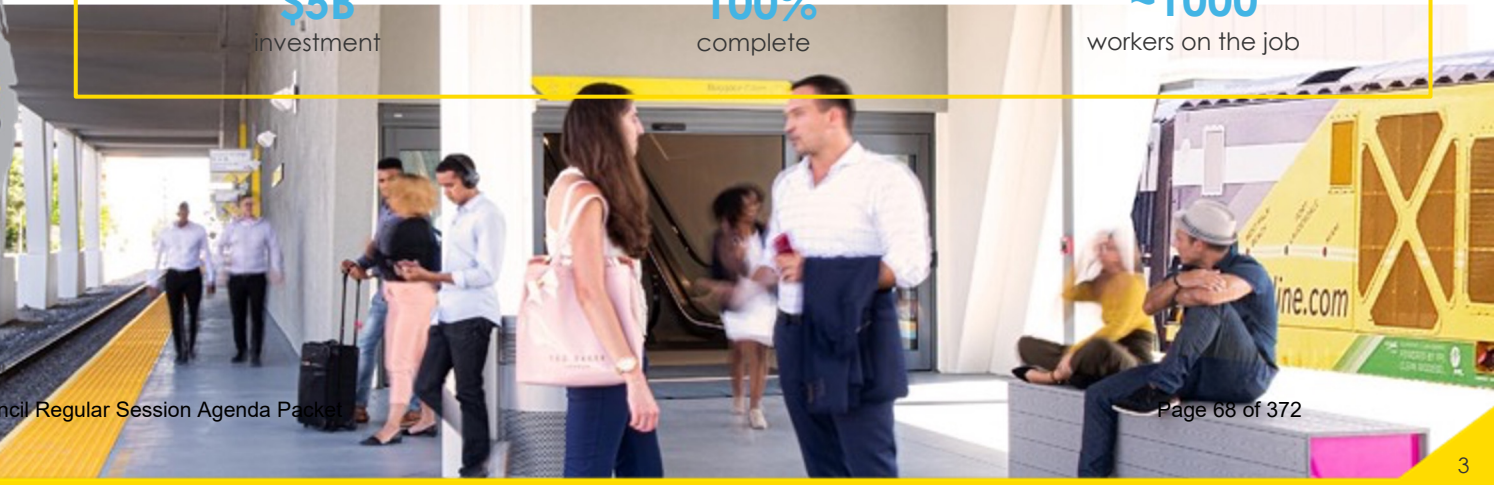
Connecting two of the largest and most congested markets in the nation

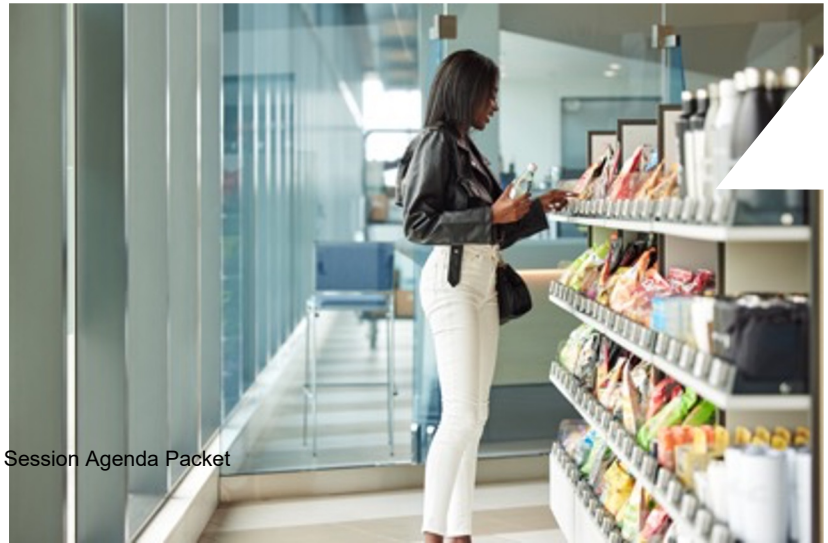
- Five completed & operational stations: **Miami Central, Aventura, Fort Lauderdale, Boca Raton, West Palm Beach and Orlando (MCO)**
- Connectivity to all major Ports **(PortMiami, Port Everglades, Port of Palm Beach)** and airports **(MIA, FLL, PBI and MCO)**
- **Connecting two of the top Global Destinations** in the US
- **Driving** 65% Resident business, 20% Domestic and 15% International
- Planned extension to **Tampa**

$5B investment

100% complete

~1000 workers on the job





At the **intersection** of
transportation and **hospitality**

Stations

Centrally located in the heart of downtown Miami, and the city centers of Aventura, Fort Lauderdale, Boca Raton and West Palm Beach. With new stations at the Orlando International Airport.

FLAGSHIP STATIONS

MIAMICENTRAL

ORLANDO INTERNATIONAL AIRPORT

IN-LINE STATIONS

AVENTURA

FORT LAUDERDALE

BOCA RATON

WEST PALM BEACH

Connectivity

MIAMICENTRAL

Is the connective tissue for all forms of public and private transportation

Commuters

20M
Total connected consumers

- Tri-Rail
- Metro Rail
- Metromover

Airports

130M
Total annual Traveler's

- Miami Airport
- Fort Lauderdale Airport
- Orlando Airport

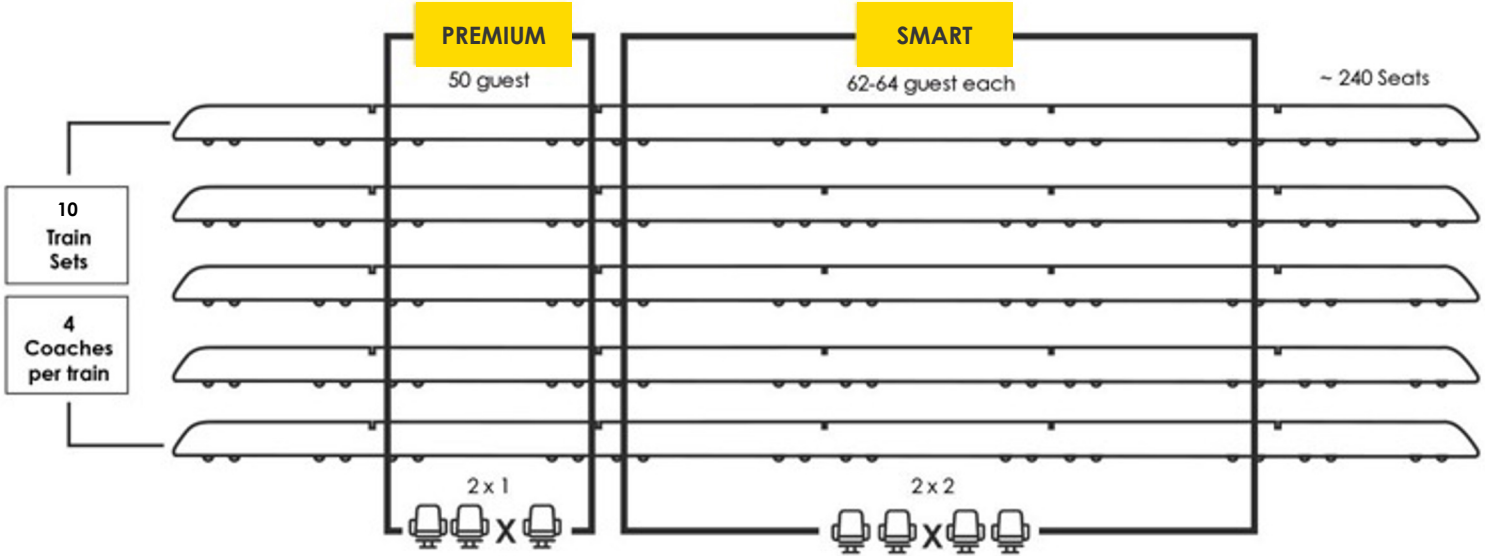
Cruises

9M
Total annual cruises

- Port of Miami
- Port Everglades

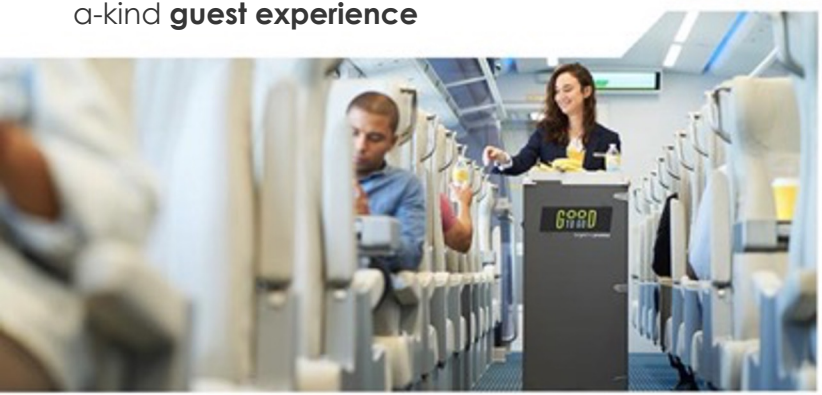
Brightline Train Fleet

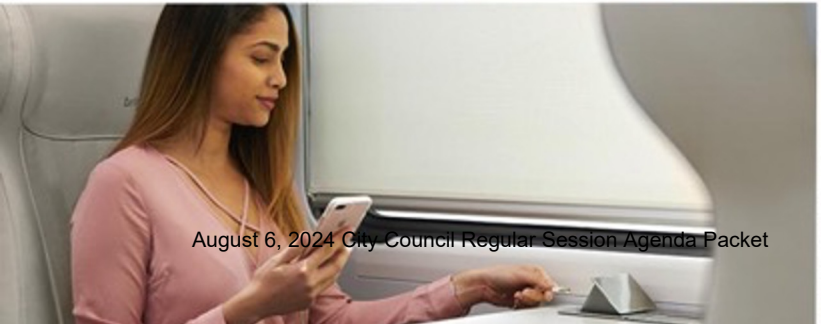
Custom crafted leather seating in multiple configurations. Reserved seating in all coaches & thoughtful functionality.



In 2024, we will be extending our train sets from 4 to 6 coaches

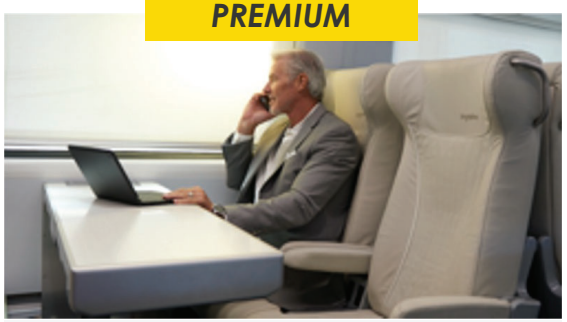
More than just **a ride**, it's a one-of-a-kind **guest experience**





Two comfortable coach experiences

PREMIUM



Luxury Seating
Additional Single Configuration

Complimentary Snacks & Beverages
Including Alcohol

No Additional Fees
Everything's included

Dedicated Lounge Space
High quality food & beverage

Preferred Access to Garage

Private or shared ride options

Common to both

Complimentary WiFi

Outlets at every seat

End-to-end wheelchair accessibility

ON BOARD

CHECK-IN & AT THE STATION

FIRST MILE & LAST MILE TRAVEL OPTIONS

SMART

Spacious Seating
Multiple Configurations

Snacks & Beverages
Available for purchase

Limited Additional Fees
Reasonably priced for bags, pets, etc.

Well-appointed Guest Lounge
High quality food & beverage available

Preferred Access to Garage

Shared ride options

In Good Company

Building memorable experiences through **brand activations**

An all-American train that's designed with green in mind

- Custom-built in California by Siemens USA, the global powerhouse of train builders
- EPA Tier 4 Engines (highest certification level)
- **100%** recycled steel on our railroads, **reducing 40%** in water use, **84% in air pollution** and **74% in energy use**
- Most environmentally friendly diesel equipment in service

HIGHLY FUEL EFFICIENT ENGINE

83%

Reduction in CO2 in the atmosphere than driving

REMOVES CARS FROM THE ROAD

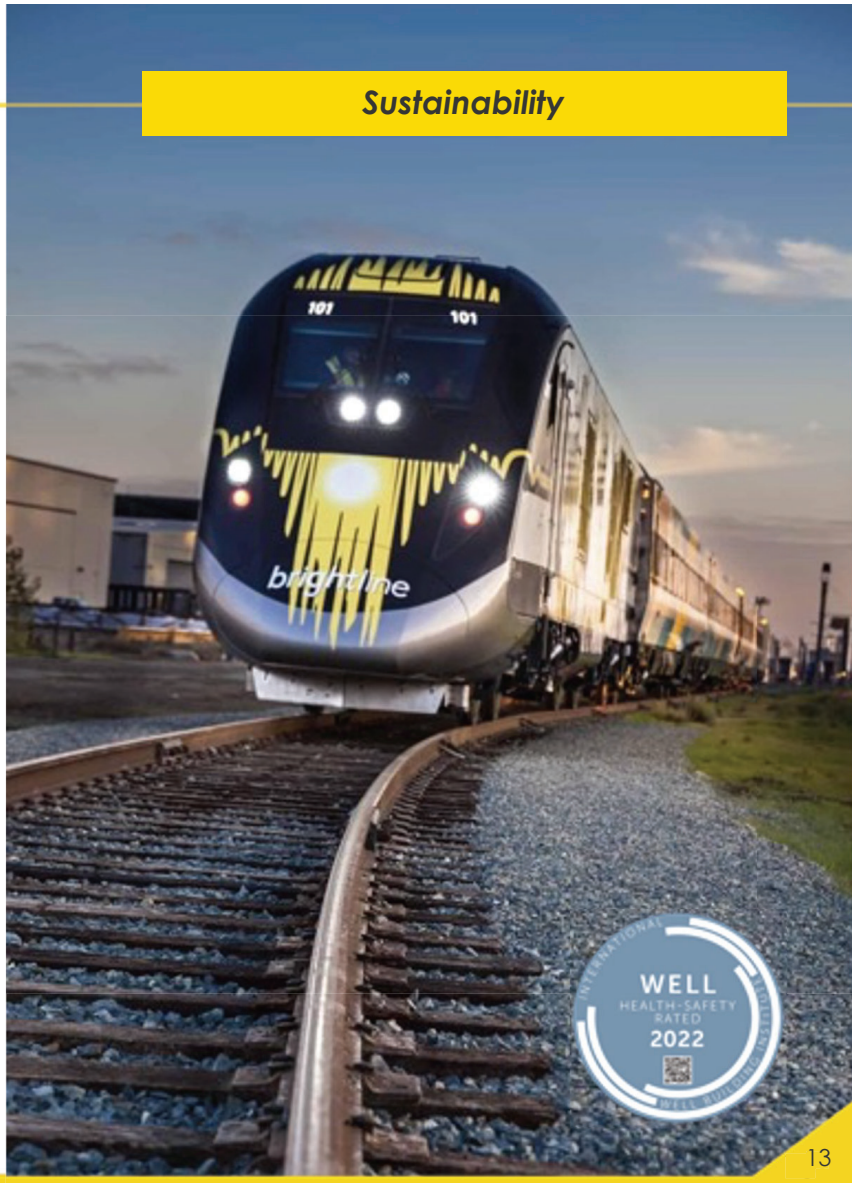
3 MILLION

Cars per year*

REDUCES NOISE

CLEAN EMISSIONS MODULE

68% reduction in emissions Removes particulate matter & Nox from our air



Here's what we know about our average guest

HOUSEHOLD INCOME

15% > $250k

54% > $100k

HOME OWNERSHIP

86% Own their homes

46% Own homes > $400k

GENDER

51% Female

49% Male

AGE

42% 35-54

24% 18-34

AFFINITY AND INTERESTS

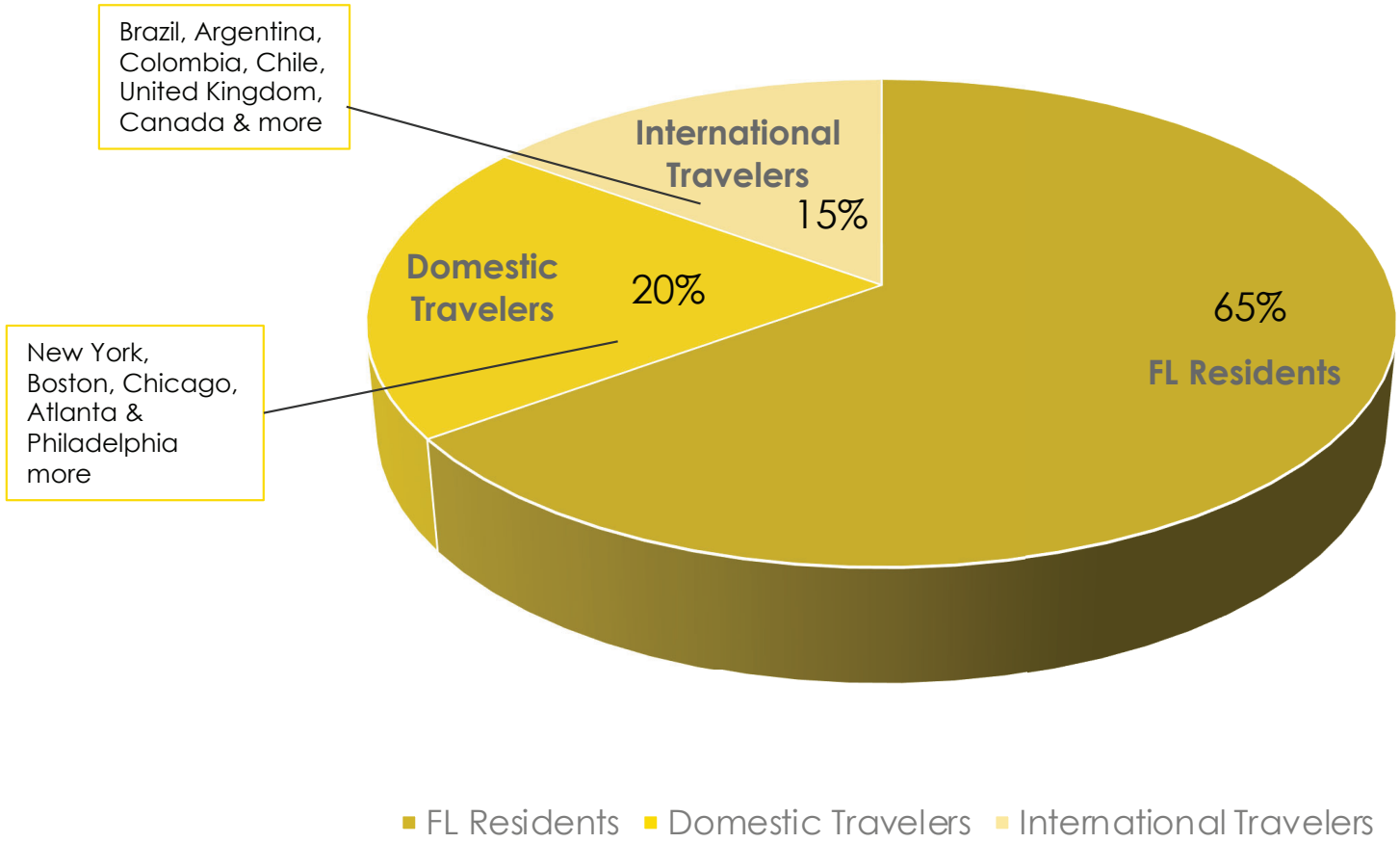
- Food and Wine
- Entertainment
- Travel
- Technology
- Health
- Beauty
- Fashion
- Luxury

FLORIDA RESIDENTS

57% South Florida

30% Central Florida

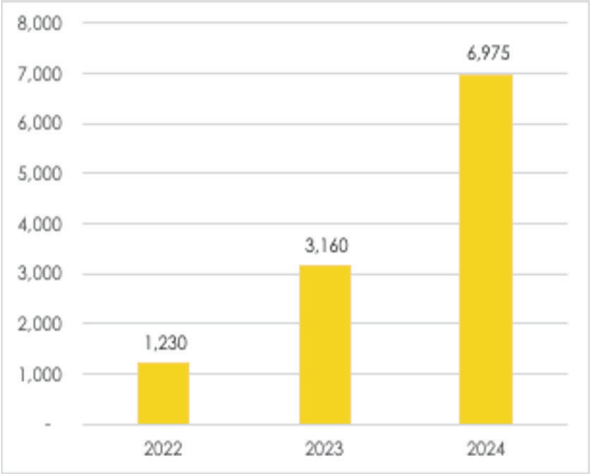
Domestic & International Reach



Projected Ridership and Foot Traffic

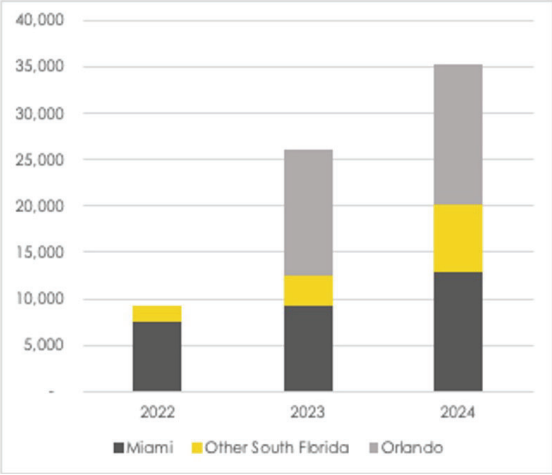
Travel between Miami, Aventura, Fort Lauderdale, Boca Raton, West Palm Beach and Orlando.

ANNUAL RIDERSHIP (in 000's)



Investment grade research confirms Brightline's Ridership estimates.

FOOT TRAFFIC PROJECTIONS (in 000's)



Includes Brightline & Tri Rail, Parkline residents, office tenants and a capture rate of adjacent Metro Rail, Metromover, MCO terminal C, local residents and tourism.

PARTNERSHIP OPPORTUNITIES

360 Omni Channel Reach

As a partner, we can provide a prominent omnichannel brand presence across Brightline stations, trains, and marketing channels. Opportunities include:

- **Trains & Stations Advertising**
- **In-station Activations & Takeovers**
- **Omni Channel Campaigns (web, app, email, video and social media)**
- **Community Engagement / CSR synergies**

TRAIN WRAPS
101.6M
Annual Impressions

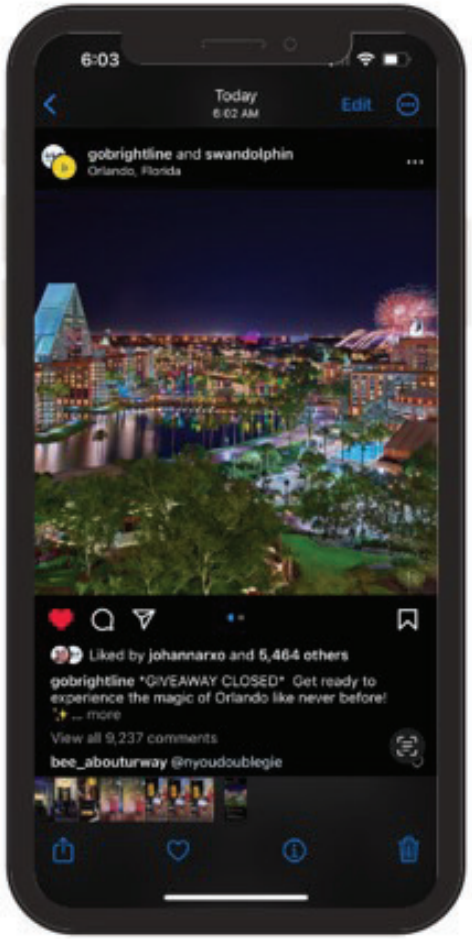
DIGITAL SCREENS
11.5M
Annual Impressions

WEBSITE
15.4M
Annual Visits

SOCIAL MEDIA
2M
Annual Impressions

DATABASE
485k
Unique Emails

Marketing Metrics



15.4M annual sessions

1.3M average sessions per month (1.6M peak)

3:52 average time on site - industry average is less than 1:00

63% mobile sessions, 17% desktop, 19% app, 1% tablet

485K subscribers (as of 10/31/23)

53.80% open rate (20.2% avg. open rate for travel industry)

3.71% click thru rate (1.4% avg. click thru for travel industry)

483K followers across four channels. Core functions are:

Brightline believes in impactful, data-driven marketing programs that exceed revenue goals. As such, we believe in 360 omni-channel campaigns that appeal to all the senses across key touchpoints in the customer lifecycle. We have created three levels of packages to meet objectives and exceed goals. Each package includes the below, but the level of marketing will increase with the investment:

Digital Screen Network (in station and / or onboard)

- Over 200 digital screens in our current 5 station corridor
- Our screens run on 15sec loops with in one minute, so we offer one minute per hour or two minutes per hour (based on investment)
- All of our trains are equipped with digital screen onboard

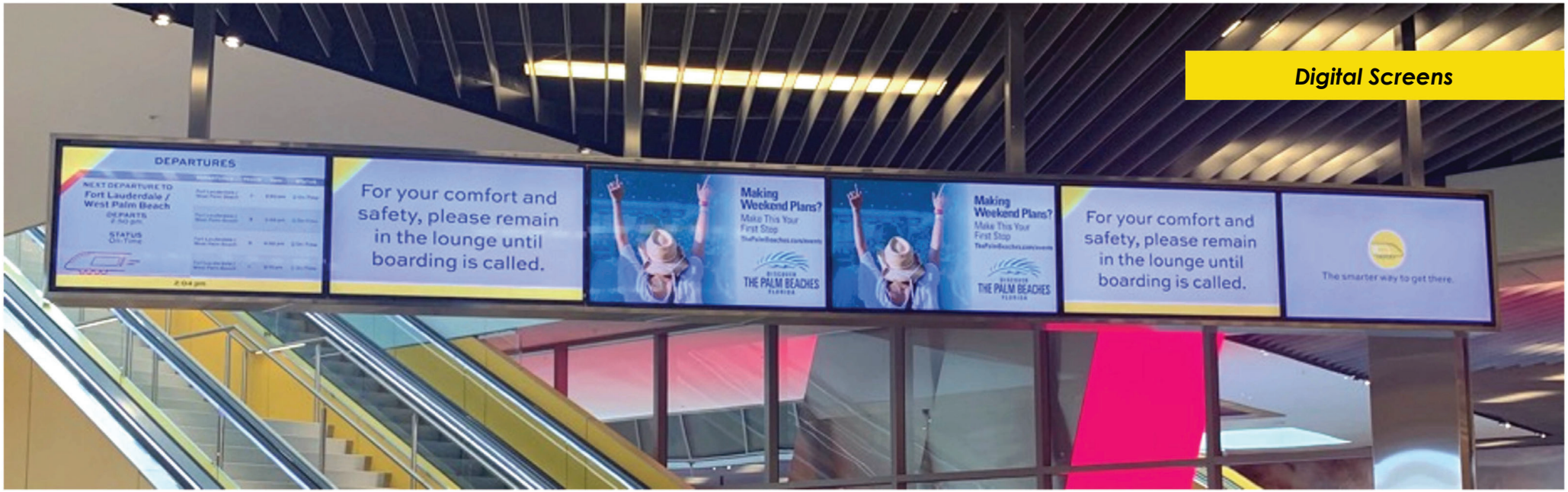
Marketing

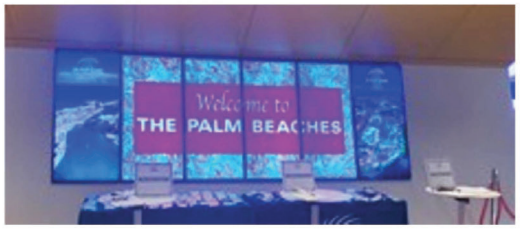
- Website assets can include dedicated homepage banner that links to a dedicated landing page or inclusion in our "things to do" landing page
- Social Media is the center of our marketing voice and used to highlight community partners, things to do, neighborhoods and much more
- Email is driven around communicated the "best of the Best' in our communities and is seen as the curator of what to do in South Florida

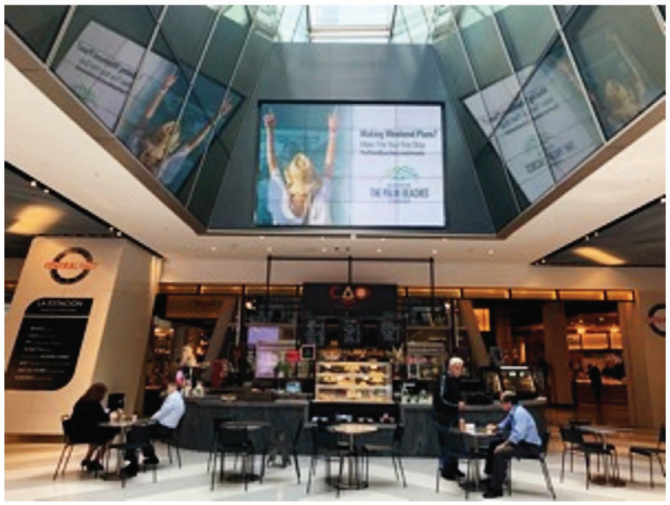
Ticket Bank (fixed rate) and/or Credit (consignment)

- Pre-purchase rides/on consumption to package with your business – use for packages / bundles, launch new business, entertain, member benefits. The options are endless.

Digital Screens







Large LED Column Miami

Dedicated Activation Space

Thank
You
brightline

SPONSORSHIP AGREEMENT

This SPONSORSHIP AGREEMENT (this "Agreement"), dated , , 2024, is entered into by and between the **CITY OF MOUNT DORA** ("Sponsor") and **BRIGHTLINE TRAINS FLORIDA LLC**, a Delaware limited liability company authorized to transact business in Florida ("Brightline").

P R E A M B L E

Brightline operates passenger rail service that provides relaxing, intercity travel on trains ("Trains") between Miami, Florida and Orlando, Florida with stops in Aventura, Fort Lauderdale, Boca Raton, and West Palm Beach, as well as dynamic mobility-centric urban centers in South Florida and a mobility-centric location at the Orlando International Airport, which shall also serve as stations for Brightline, known as the MiamiCentral, Aventura, Fort Lauderdale, Boca Raton, West Palm Beach, and Brightline Orlando Stations ("Stations").

Sponsor is desirous of sponsoring Brightline, in order to enhance market awareness and visibility of Sponsor, and its business and products during the Term (as defined below).

Brightline is desirous of providing the aforementioned sponsorship to Sponsor.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by the parties, Sponsor and Brightline agree as follows:

A G R E E M E N T

1. Sponsorship.

(a) In consideration of the payments to Brightline as provided for in Section 3 hereof, Brightline agrees to designate Sponsor a "Sponsor" of Brightline for the Term, and grants to Sponsor the rights and benefits of such sponsorship as more fully set forth herein.

(b) In order to publicly reflect this sponsorship and provide the Sponsor with the goodwill associated with the sponsorship, Brightline shall provide, and Sponsor shall receive, throughout the Term of this Agreement those advertising opportunities in the Stations and/or on the Trains as described in **Exhibit A**, attached hereto and incorporated by reference herein.

(c) The size and placement of the Sponsor logos and advertisements, as mutually agreed upon by Sponsor and Brightline, shall be the same size and placement throughout the Term unless mutually agreed otherwise in writing. The costs and expenses of placing the Sponsor logos and advertisements in the Stations and/or on the Trains as contemplated herein shall be borne exclusively by Sponsor but the materials used and the manner of attachment/placement are both subject to pre-approval by Brightline. Moreover, all proposed artwork (logos, copyright, advertisements, digital graphics and promotional materials etc.) ("Artwork") to be placed in the Stations and/or on the Trains shall be presented to Brightline for approval. Brightline may reject use of any such Artwork in the Stations and/or on the Trains in its sole discretion within ten (10) business days of its submission for approval. The Artwork placed in the Stations and/or on the Trains must be exactly as approved (or deemed to be approved through Brightline's failure to reject within ten (10) business days of submission) by Brightline. All Artwork shall remain the copyright of Sponsor, however, Brightline shall have no obligation to return the Artwork when the Term ends unless otherwise agreed to in writing by Brightline at such time. Upon expiration of the Term or any sooner termination of this Agreement, Brightline may remove all tangible and intangible Artwork subject to this Agreement from the Stations and the Trains, or otherwise in the possession of Brightline. Upon written request by Brightline within three (3) months of the termination of this Agreement (for whatever reason), Sponsor will restore the locations in the Stations where the Artwork was placed back to its original condition, normal wear and tear excepted.

(d) For the avoidance of doubt, all rights and benefits granted to Sponsor from Brightline as provided in this Section 1 shall terminate upon termination of this Agreement.

2. Other Rights of Sponsor. During the Term of this Agreement, Sponsor shall have the right to identify itself with Brightline and to identify itself as an official "Sponsor" of Brightline in any of the promotional, marketing or other materials used by Sponsor.

3. Consideration to Brightline.

(a) In consideration of the rights granted to Sponsor pursuant to Sections 1 and 2 hereof and the other provisions of this Agreement, Sponsor shall pay Brightline a single upfront payment of **Forty-Five Thousand Dollars** ($45,000.00). Payment shall be made on a date mutually agreed upon by the parties in writing, but in no event later than the end of the Agreement Term as defined in Section 4 herein. Upon receipt of payment, Brightline shall provide Sponsor with a written confirmation of payment.

(b) Sponsor shall provide a link from its website to Brightline's website, such linking to be accomplished as soon as possible after the date of this Agreement. Sponsor shall not make any reference to Brightline on its website (or modify any approved reference) without Brightline's prior written approval other than a general reference to Sponsor being a sponsor and the listing of the link.

4. Term. Subject to earlier termination as provided for herein, the Term of this Agreement ("Term") shall be for one month, commencing on August 8, 2024, and terminating on September 8, 2024.

5. Licensed Materials.

(a) So long as the Artwork remains in the Stations and/or on the Trains, Sponsor does hereby grant Brightline a limited, non-transferable license and right to use Sponsor's approved Artwork (the "Sponsor Licensed Materials") during the Term of this Agreement. Brightline shall only be permitted to use the Sponsor Licensed Materials in connection with the Sponsorship and only in the limited manner expressly permitted as set forth herein. No other use of any of the Sponsor Licensed Materials (or any non-approved Artwork) by Brightline shall be permitted unless otherwise agreed to by Sponsor in writing prior to such use. Brightline shall not have the right to modify, alter or change any of the Sponsor Licensed Materials. All Sponsor Licensed Materials shall remain the sole and exclusive property of Sponsor and Brightline shall not obtain any right, title or interest therein. Brightline shall not have any right to sub-license any of the Sponsor Licensed Materials to any third party.

(b) Sponsor represents and warrants to Brightline that Sponsor has the right to grant to Brightline the right to use the Sponsor Licensed Materials as contemplated by this Agreement.

(c) Brightline shall not use any of the Sponsor Licensed Materials to express or imply any endorsement of any other sponsor of Brightline by Sponsor. Brightline shall not use any of the Sponsor Licensed Materials in connection with, or in any way associated with, the names, marks, trademarks, service marks, symbols, products, services, logos or proprietary designations or properties of any third party.

(d) Notwithstanding anything to the contrary herein, Brightline shall be permitted to use photographs of the Stations and the Trains that show/include all or any part of the Sponsor Licensed Materials for any promotional or marketing purposes during and forever after the Term of this Agreement.

(e) So long as the Artwork remains in the Stations and/or on the Trains, Brightline does hereby grant Sponsor a limited, non-transferable license and right to use Brightline's approved Logo and Marks (the "Brightline Licensed Materials") during the Term of this Agreement. Sponsor shall only be permitted to use the Brightline Licensed Materials in connection with the Sponsorship and only in the limited manner expressly permitted as set forth herein. No other use of any of the Brightline Licensed Materials (or any non-approved Logo and Marks) by Sponsor shall be permitted unless otherwise agreed to by Brightline in writing prior to such use. Sponsor shall not have the right to modify, alter or change any

of the Brightline Licensed Materials. All Brightline Licensed Materials shall remain the sole and exclusive property of Brightline and Sponsor shall not obtain any right, title or interest therein. Sponsor shall not have any right to sub-license any of the Brightline Licensed Materials to any third party.

(f) Brightline represents and warrants to Sponsor that Brightline has the right to grant to Sponsor the right to use the Brightline Licensed Materials as contemplated by this Agreement.

(g) Sponsor shall not use any of the Brightline Licensed Materials to express or imply any endorsement of any other sponsor of Brightline by Sponsor. Sponsor shall not use any of the Brightline Licensed Materials in connection with, or in any way associated with, the names, marks, trademarks, service marks, symbols, products, services, logos or proprietary designations or properties of any third party.

(h) Notwithstanding anything to the contrary herein, Sponsor shall be permitted to use photographs of the Stations and/or the Trains that show/include all or any part of the Brightline Licensed Materials for any promotional or marketing purposes during the Term of this Agreement.

(i) Nothing set forth in this Agreement shall affect or limit any party's ownership in or rights thereto, in and to any intellectual property (the "IP") owned by any party hereto. The IP associated with each party hereto as of the date of this Agreement and any IP developed exclusively by any party during the Term are and shall be the sole and exclusive property of that party, and the other party shall not acquire any right or interest in the IP of the other. All uses of the IP will inure to the benefit of the respective owner of the IP, and the other party will not contest the rights of the owner of the IP.

6. Representations and Warranties. In order to induce the other party hereto to enter into this Agreement, each of Sponsor and Brightline hereby represents and warrants to the other party as follows: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of the state of its incorporation, with full power to carry on its business as presently conducted and as contemplated by this Agreement and to execute, deliver and perform this Agreement in accordance with its terms; (ii) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, violate or breach any of its constituent documents (including, without limitation, its articles of incorporation, articles of organization, operating agreements, and by-laws) or similar governing documents or any material contract or agreement or any decree, order or judgment or any law or regulation to which it is a party or subject or by which it or any of its properties or assets is bound.

7. Confidentiality Covenant.

(a) As a consequence of this Agreement and the relationship established hereby, each party may obtain from the other party certain confidential and proprietary and/or non-public information with respect to the other party, including, without limitation, pricing terms, business plans and prospects, sales and marketing techniques, design concepts, information regarding the development, composition and manufacture of products, ideas, drawings, product specifications, trade and industrial secrets, intellectual property rights, financial information, the names and the nature of, business dealings with, suppliers, customers and others, and the other party's structure, organization, commercial and business affairs and financial condition and the other party's trade secrets (collectively "Confidential Information"). Each of Sponsor and Brightline acknowledges that the Confidential Information it obtains from the other party hereto constitutes the trade secrets of the disclosing party. Brightline and Sponsor each agrees that it shall keep the Confidential Information it receives from the other party hereto strictly confidential and shall not disclose any of the Confidential Information to any other person or entity, or take or use any of the Confidential Information for its own purposes, except as may be required in connection with the performance of its obligations under this Agreement or the enforcement of this Agreement. Notwithstanding the foregoing, a party may disclose Confidential Information of the other party hereto: (i) if such Confidential Information becomes generally known or available to the public, other than due to a breach of this Agreement by the party receiving the Confidential Information hereunder; (ii) if such Confidential Information is neither confidential nor exempt under Chapter 119, Florida Statutes, or is not

made confidential or exempt pursuant to other general laws of Florida and is subject to a public records request; (iii) pursuant to applicable law, regulation or subpoena; or (iv) if such Confidential Information was disclosed to either Brightline or Sponsor, as the case may be, by a source that was not bound, to the knowledge of the party receiving the Confidential Information, to a confidentiality obligation for the benefit of, or fiduciary relationship in favor of, the other party hereto. In furtherance of the confidentiality obligations set forth herein, Brightline and Sponsor will adopt and implement appropriate procedures intended to prevent the unauthorized disclosure of Confidential Information that it receives from the other party.

(b) In the event that Sponsor and Brightline, as applicable, is requested or required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar legal, judicial or regulatory process or as otherwise required by applicable law or regulation) to disclose any of the Confidential Information of the other party hereto, such person shall (i) provide the other party hereto with prompt prior written notice of such request or requirement, and (ii) cooperate with the other party so that the other party may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms and provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or the other party waives compliance with the terms and provisions hereof, each of Sponsor and Brightline, as the case may be, may disclose only that portion of the Confidential Information that such person is advised by legal counsel in writing is legally required to be disclosed.

(c) Each of Sponsor and Brightline agree that money damages would not be a sufficient remedy for any breach of the provisions of this Section 7 and that either Sponsor and Brightline, as the case may be, shall be entitled to equitable relief, including, without limitation, injunctive relief and specific performance (without being required to obtain a bond or post other security or prove actual damages), in the event of any breach or threatened breach of any of the provisions of this Section 7 by the other party, in addition to all other rights and remedies available to Sponsor and Brightline, as the case may be, whether at law, in equity or otherwise relating to such breach.

(d) The parties acknowledge that Sponsor is subject to Chapter 119, Florida Statutes, and has a duty to comply with public records requests. Sponsor shall promptly notify Brightline in writing if Sponsor receives a public records request for information related to this Sponsorship Agreement including any information provided to Sponsor by Brightline in furtherance of this Agreement. The parties further acknowledge that Brightline's performance of a service on behalf of Sponsor, as contemplated under this Agreement, renders Brightline subject to Section 119.0701, Florida Statutes. Compliance with Chapter 119, Florida Statutes, shall in no respect constitute a breach of this Agreement. In accordance with Section 119.0701, Florida Statutes, Brightline agrees to:

(i) Keep and maintain public records in Brightline's possession or control in connection with Brightline's performance of services under this Agreement.

(ii) Upon request from Sponsor's custodian of public records, provide Sponsor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii) Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to Sponsor.

(iv) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to Sponsor, all public records in Brightline's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, Brightline shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(v) All records stored electronically must be provided to Sponsor, upon request from Sponsor's custodian of public records, in a format that is compatible with Sponsor's information technology systems.

(vi) Brightline's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by Sponsor.

IF BRIGHTLINE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SPONSOR'S CUSTODIAN OF PUBLIC RECORDS:

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

(e) The obligations of the parties pursuant to this Section 7 shall survive the expiration or termination of this Agreement.

8. Termination.

(a) Early Termination by Sponsor. Sponsor may terminate this Agreement upon written notice to Brightline upon the occurrence of any of the following events (each a "Brightline Event of Default"):

(i) Brightline breaches any material term, provision or covenant of this Agreement on the part of Brightline to be observed or performed and such breach is not cured within fifteen (15) days after written notice of the breach (in specific detail) is given by Sponsor; or

(ii) Any representation or warranty made by Brightline in this Agreement shall be materially false or misleading as of the date made; or

(iii) Brightline makes a general assignment for the benefit of creditors or has a custodian, receiver or similar official appointed over itself, or all or substantially all of its properties or assets; or

(iv) Brightline shall commence any case, proceeding, or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate Brightline as bankrupt or insolvent, or seeking the reorganization, arrangement, adjustment, liquidation, dissolution, or composition of Brightline or its debts under any applicable law, domestic or foreign, relating to bankruptcy, insolvency, reorganization, dissolution, or relief of debtors, or seeking the appointment of a receiver, trustee, custodian, or other similar official for Brightline or for all or a substantial part of its properties or assets; or an involuntary case, proceeding, or other action is commenced against Brightline by any other party with respect to any of the foregoing, and in the case of any such involuntary case, proceeding, or other action, such case, proceeding, or other action is not stayed or dismissed within sixty (60) days of the commencement thereof; or

(b) Early Termination by Brightline. Brightline may terminate this Agreement upon written notice to Sponsor upon the occurrence of any of the following events (each a "Sponsor Event of Default"):

(i) Sponsor breaches any material term, provision or covenant of this Agreement on the part of Sponsor to be observed or performed and such breach is not cured within fifteen (15) days after written notice of the breach (in specific detail) is given by Brightline; or

(ii) Any representation or warranty made by Sponsor in this Agreement shall be materially false or misleading as of the date made; or

(iii) Sponsor makes a general assignment for the benefit of creditors or has a custodian, receiver or similar official appointed over itself, or all or substantially all of its properties or assets; or

(iv) Sponsor shall commence any case, proceeding, or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate Sponsor as bankrupt or insolvent, or seeking the reorganization, arrangement, adjustment, liquidation, dissolution, or composition of Sponsor or its debts under any applicable law, domestic or foreign, relating to bankruptcy, insolvency, reorganization, dissolution, or relief of debtors, or seeking the appointment of a receiver, trustee, custodian, or other similar official for Sponsor or for all or a substantial part of its properties or assets; or an involuntary case, proceeding, or other action is commenced against Sponsor by any other party with respect to any of the foregoing, and in the case of any such involuntary case, proceeding, or other action, such case, proceeding, or other action is not stayed or dismissed within sixty (60) days of the commencement thereof; or

(c) Rights Upon an Event of Default. In addition to the rights of termination set forth in Sections 8(a) and 8(b) above, upon the occurrence of a Brightline Event of Default or a Sponsor Event of Default, as the case may be, the other party shall be entitled to all of its rights and remedies under this Agreement, applicable law, in equity or otherwise with respect to the actions or inactions that gave rise to the Brightline Event of Default or the Sponsor Event of Default, as the case may be.

9. Indemnification.

(a) Brightline shall indemnify Sponsor and its directors, officers, employees, agents and attorneys and their respective successors and assigns (each a "Sponsor Indemnified Party") and hold each Sponsor Indemnified Party harmless from and against any and all Losses incurred by any Sponsor Indemnified Party, directly or indirectly, as a result of or based upon any of the following:

(i) any breach by Brightline of any of its agreements, covenants or obligations hereunder; or

(ii) Brightline's use of any of the Sponsor Licensed Materials in a manner that is not permitted hereby.

(iii) a claim by any third party that the permitted uses of any of the Brightline Licensed Materials herein violates or infringes any of the trademarks, tradenames, service marks, service names or other intellectual property rights of such third party.

(b) Sponsor shall indemnify Brightline and its directors, officers, employees, agents and attorneys and their respective successors and assigns (each a "Brightline Indemnified Party") and hold each Brightline Indemnified Party harmless from and against any and all Losses incurred by any Brightline Indemnified Party, directly or indirectly, as a result of or based upon, any of the following:

(i) any breach by Sponsor of any of its agreements, covenants or obligations hereunder.

(ii) a claim by any third party that the permitted uses of any of the Sponsor Licensed Materials herein violates or infringes any of the trademarks, tradenames, service marks, service names or other intellectual property rights of such third party.

(iii) injuries to any of Sponsor's employees, agents, subcontractors, and other invitees distributing promotional materials in the Stations.

(iv) Property damage to the Trains caused by Sponsor's employees and/or invitees.

(v) A claim by any third party for damages including property damage and/or personal injuries arising out of or resulting from Sponsor's activities (including activities on Brightline property).

(vi) Sponsor's use of any of the Brightline Licensed Materials in a manner that is not permitted hereby.

(c) Any party seeking indemnification under this Agreement (the "Indemnified Party") shall give notice to the party required to provide indemnification hereunder (the "Indemnifying Party") promptly after the Indemnified Party has actual knowledge of any claim as to which indemnity may be sought hereunder, and the Indemnified Party shall permit the Indemnifying Party (at the sole cost and expense of the Indemnifying Party) to assume the defense of any claim or litigation resulting therefrom; provided, that: (i) counsel for the Indemnifying Party who shall conduct the defense of such claim or litigation shall be reasonably satisfactory to the Indemnified Party; (ii) the Indemnified Party may participate in such defense, but only at the Indemnified Party's own cost and expense; and (iii) the omission by the Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its indemnification obligations hereunder, except to the extent that such omission results in a material impairment of the deficiencies to the claims asserted.

(d) The Indemnifying Party shall not, except with the prior written consent of the Indemnified Party, consent to entry of any judgment or administrative order or enter into any settlement that (i) could affect the intellectual property rights or other business interests of the Indemnified Party or (ii) does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party of a release from all liability with respect to such claim or litigation.

(e) In the event that either (i) the Indemnifying Party does not assume the defense of the claim subject to indemnification within ten (10) business days after receiving written notice of the claim from the Indemnified Party pursuant to Section 9(c) hereof or (ii) the Indemnified Party shall reasonably and in good faith determine that the conduct of the defense of any claim subject to indemnification hereunder, or any proposed settlement of any such claim by the Indemnifying Party, might be expected to adversely affect the Indemnified Party's intellectual property rights or ability to conduct future business, the Indemnified Party shall have the right at all times to take over and assume control over the defense, settlement, negotiations or lawsuit relating to any such claim at the sole cost and expense of the Indemnifying Party.

(f) For purpose hereof, the term "Losses" shall mean any and all out-of-pocket costs and expenses, as well as any and all monetarily quantifiable damages, incurred by a person.

(g) Notwithstanding anything herein to the contrary, each party's aggregate liability under this Section 9, except with respect to personal injuries, shall not exceed two hundred percent (200%) of the annual marketing fee paid by Sponsor to Brightline pursuant to this Agreement. In addition, each party's obligations under Sections 9(a) and 9(b) above shall survive for a period of one (1) year after the

expiration or earlier termination date of this Agreement. Thereafter, each party's obligations under Sections 9(a) and 9(b) shall terminate and be of no further force and effect, except to the extent of any claims made hereunder by the Indemnified Party prior to such date, which claims shall survive. The indemnification obligations described in Sections 9(a) and 9(b), including all limitations on such obligations, shall be the exclusive remedy of each Indemnified Party for any Losses resulting from or based upon any breach by any Indemnifying Party of any of its agreements, covenants or obligations hereunder or the use of any of the Sponsor Licensed Materials or Brightline Licensed Materials, as applicable, in a manner that is not permitted hereby. Nothing contained in this Agreement shall be construed as a waiver of Sponsor's right to sovereign immunity for personal injury claims under and subject to Section 768.28, Florida Statutes.

10. Independent Entities. This Agreement is being entered into by two (2) independent entities and nothing herein shall create a partnership, joint venture, fiduciary or other relationship between the parties. Neither party has the right, nor shall it represent to any other person or entity that it has the right, to legally bind the other party hereto.

11. Advertising Policies. Sponsor shall, at all times, comply with the Brightline Advertising Policies set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

12. Force Majeure. Sponsor and Brightline shall not be liable to the other for any delay or failure to perform its obligations hereunder which is principally the result of the occurrence of an Event of Force Majeure. In the event of any such delay or failure, Sponsor or Brightline, as applicable, shall immediately furnish written notice thereof and the reason therefor to the other party. The performance of Sponsor or Brightline, as applicable, shall be deemed suspended so long as and to the extent that any such Event of Force Majeure continues. Sponsor or Brightline, as the case may be, shall use its best efforts to cure or correct any such Event of Force Majeure and resume performance of its duties and obligations hereunder, within the shortest period of time possible. For purposes of this Agreement, the term "Event of Force Majeure" shall mean any of the following: war, sabotage, insurrection, riot, the act of any government (de facto or de jure) or any agency or subdivision thereof, acts of terrorism, rail accidents, accident, fire, explosion, flood, storm, hurricane or other acts of God, or other similar acts beyond the reasonable control of Sponsor or Brightline, as the case may be, which prevents Sponsor or Brightline, as the case may be, from performing its obligations hereunder.

13. Governing Law. This Agreement and all acts and transactions hereunder shall in all respects be governed by and construed in accordance with the laws of the State of Florida, without regard to any of its conflicts of laws principles which would result in the application of the substantive laws of another jurisdiction. This Agreement shall not be construed or interpreted with any presumption against the party that caused this Agreement to be drafted.

14. Notices. Any and all notices, consents, instructions and other communications which are required or permitted to be given hereunder, or made by one party hereto to the other party hereto, shall be in writing and given as follows: (a) by personal delivery; (b) by facsimile; or (c) by a nationally recognized overnight delivery service (all costs prepaid), at the following respective addresses or facsimile numbers, set forth below:

If to Sponsor:	City of Mount Dora Attn: City Manager 510 N. Baker Street Mount Dora, FL 32757
with copies to:	Patrick Brackins, Esq. Shepard, Smith, Kohlmyer & Hand, P.A.

2300 Maitland Center Pkwy; Suite 100
Maitland, FL 32751

If to Brightline: Patrick Goddard
President
Brightline Trains Florida LLC
350 NW 1st Avenue, Suite 200,
Miami, FL 33128
Phone number: (305) 521-4875
E-mail: patrick.goddard@gobrightline.com

with copies to: Cynthia Bergmann, Esq.
General Counsel
Brightline Trains Florida LLC
350 NW 1st Avenue, Suite 200,
Miami, FL 33128
E-mail: Cynthia.Bergmann@gobrightline.com

or at such other address or facsimile number as either party hereto may designate by notice to the other party hereto in accordance with this Section 14. All such notices, consents, demands, instructions and other communications shall be deemed given (a) on the date delivered, if delivered personally; (b) on the date of the facsimile transmission, if received on a business day between the hours of 9:00 a.m. and 6:00 p.m. in the time zone of the intended recipient or on the next business day if received after that time, in each case with an automatic machine confirmation indicating the time of receipt; or (c) on the second business day after delivery to a nationally recognized overnight delivery service (with all costs prepaid).

15. Consent to Jurisdiction. The parties hereby unconditionally and irrevocably consent to the exclusive jurisdiction of the courts of the State of Florida located in either Miami-Dade County, Florida, or Lake County, Florida, and the Federal District Court for either the Southern District of Florida or the Middle District of Florida, with respect to any action, suit or any proceeding to enforce this Agreement and unconditionally and irrevocably waive the right to trial by jury in any such action, suit or other proceeding. Each of the parties hereby unconditionally and irrevocably waives any right to challenge the jurisdiction of such courts or to assert that such courts constitute an inconvenient forum or that venue in such courts is improper. A party that prevails in any action, suit or other proceeding to enforce this Agreement shall be entitled to be reimbursed for its costs and expenses incurred in connection therewith (including, without limitation, reasonable attorney's fees and disbursements).

16. Assignment. Neither this Agreement nor any of the rights, duties and obligations of the parties hereunder may be assigned or delegated by Sponsor or Brightline, as the case may be, without the prior written consent of the other party hereto. Any such assignment or delegation made without the written consent of the other party hereto shall be ab initio null and void and of no force or effect. This Agreement and the provisions hereof shall be binding upon each of the parties hereto, and shall inure to the benefit of their respective successors (whether by merger, consolidation, recapitalization or other similar transaction) and permitted assigns, sublicensees or delegatees.

17. Severability. If any term, provision or condition of this Agreement, or the application thereof to any person or circumstance, shall be held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Agreement, and the application of such term, provision or condition to persons or circumstances other than those as to which it is held invalid, illegal or

unenforceable shall be unaffected thereby, and each term, provision and condition of this Agreement shall be enforced to the fullest extent permitted by applicable law.

18. Further Assurances. The parties agree to do such further acts and things and to execute and deliver such additional documents and instruments as the other party may reasonably request in order to consummate, evidence or confirm the agreement of the parties contained herein in the manner contemplated hereby.

19. Amendment; Waiver. This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance be granted, except by a written instrument executed by each of the parties hereto. No waiver of any breach of any agreement, covenant or provision herein contained shall be deemed to be a waiver of any preceding or succeeding breach thereof or of any other agreement, covenant or provision herein contained. Any waiver granted in accordance with the terms of this Agreement shall be limited to the specific instance and purpose for which it is granted.

20. Taxes. Any and all sales and use taxes and other similar charges levied, assessed, or otherwise due in connection with Sponsor's Advertising Benefits by any federal, state, or local government authority will be the responsibility of Sponsor.

21. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and it supersedes all prior and/or contemporaneous understandings and agreements (whether written or oral) with respect to such subject matter, all of which are merged herein. There are no covenants, promises, agreements, conditions, understandings, representations or warranties with respect to the subject matter hereof, except those expressly set forth herein. All indemnification obligations of the parties hereunder shall survive the expiration or termination of this Agreement.

22. Counterparts, etc. This Agreement may be executed in two (2) or more counterparts (including, without limitation, by means of an electronic or facsimile signature), each of which shall be deemed an original, but all of which, when together constitute one and the same instrument. Section headings in this Agreement have been inserted for convenience of reference only and they shall not affect the construction or interpretation of any term or provisions of this Agreement. The use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and the neuter, and vice versa, wherever the context so requires.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and day first above written.

BRIGHTLINE TRAINS FLORIDA LLC, a Delaware limited liability company

By:_____
Name: Patrick Goddard
Title: President

CITY OF MOUNT DORA

By:_____
Name:_____
Title:_____

EXHIBIT A

SCOPE OF SPONSOR BENEFITS

Brightline Station Presence

- Exposure on two (2) minutes of brand messaging per hour on Brightline's digital screen network for Miami, Fort Lauderdale, Boca Raton, and West Palm Beach. Includes Miami LED Column.

Digital Marketing

- Email: One (1) co-branded dedicated email surrounding Mount Dora as a destination
- Social Media: One (1) co-branded social media campaign surrounding Mount Dora as a destination (Partner to provide assets)

EXHIBIT B

BRIGHTLINE ADVERTISING POLICIES

OBJECTIVE

The Brightline Stations are non-public forums. Brightline intends to limit expressive activity at its MiamiCentral, Aventura, Fort Lauderdale, Boca Raton, West Palm Beach and Orlando train stations including any sidewalk area or other area adjacent to the train stations that is within the care, custody or control of Brightline Trains Florida, its parents, subsidiaries, or affiliates and also including parking garages owned or leased by Brightline to serve its passengers and/or guests ("Stations"). This Policy establishes a Non-Public Forum Advertising Policy, with Criteria, Restrictions and Procedures for Stations.

POLICY

Brightline adopts an advertising policy that the Stations and their advertising spaces are not a public forum for public discourse and debate and that all advertising at the Stations must be consistent with the nature of the Stations and shall be limited to advance the following purposes through the use of the objective restrictions and procedures set forth herein.

DEFINITIONS

Commercial Advertising: A message that proposes a commercial transaction, meaning that it promotes or solicits the sale, rental, distribution or availability of goods, services, food, entertainment, events, transactions, donations, products or property (real or personal) for commercial purposes, or more generally promotes an entity that engages in such activities.

Gambling: Any form of game of chance regardless of its operator that is defined as Class II or Class III gaming in the Federal Indian Gaming Regulatory Act as of the date of the adoption of this policy or any form of gambling added to the definition of Class II or Class III gaming in the future. Gambling shall also include any electronic gambling devices, simulated gambling devices, video lottery devices, internet sweepstakes devices, and any other form of electronic or electromechanical facsimiles of any game of chance, slot machine, or casino-style game, regardless of how such devices are defined under the Federal Indian Gaming Regulatory Act.

Public Issue Advertising: Advertisements expressing or advocating an opinion, position or viewpoint on matters of public debate about economic, political, religious, environmental, or social issues.

Public Service Advertising: Advertisements by a government entity or §501(c)(3) non-profit directed to a broad segment of the general public and relating to:

- Prevention or treatment of illnesses
- Promotion of safety or personal well being
- Solicitation by broad based contribution campaigns which provide funds to multiple charitable organization
- Provision of services and programs that provide support to low-income citizens and people with disabilities.

PURPOSE

The primary purpose of advertising at the Stations is to generate additional revenue to make the Stations self-sustaining through commercial advertising, while promoting travel and business in Florida.

Brightline seeks to foster innovative and compatible commercial uses at the Stations in order to create a favorable experience for passengers.

Brightline wishes to remain neutral on political and religious issues.

Brightline also seeks to promote increased use of the Stations by travelers to and from the Stations.

CRITERIA

Commercial Advertising at the Stations may be permitted if it meets the Policy and Purposes defined herein.
Restrictions to Commercial Advertising may include any of the following, interpreted where necessary under prevailing community standards as applied by the average person:

1. There shall be no political advertising, which shall apply to advertisements that (I) refer to a specific ballot question, initiative, petition, or referendum, (2) refer to a political party, or (3) refer to any candidate for public office.
2. There shall be no religious advertising.
3. There shall be no Public Issue Advertising.
4. There shall be no Public Service Advertising.
5. There shall be no sexually oriented materials, as defined by Fla. Stat. §847.001(18) (2013), obscene materials, as defined by Fla. Stat. §847.001(10), materials containing nudity, as defined by Fla. Stat. §847.001(9), sexually prurient material, profane material, or graphically violent material.
6. There shall be no advertising that promotes adult oriented products, such as "X" or "NC17" rated films, adult video games rated "A" or "M", television rated "MA", adult bookstores, adult video stores, nude or partial nudity dance clubs, adult telephone services, adult internet sites, and escort services.
7. There shall be no misleading or fraudulent advertising.
8. There shall be no tobacco product or e-cigarette advertising.
9. There shall be no Gambling advertising, or advertising of a location if the name of the location includes "casino", "gambling" or any reference to a game of chance.
10. There shall be no advertising that demeans or disparages individuals, or the businesses or entities that do business at the Stations. For purposes of determining whether an advertisement or speech contains disparaging or demeaning material, Brightline will determine whether a reasonably prudent person, knowledgeable of the traveling public and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual, a group of individuals, or a business.
11. There shall be no advertising that promotes any unlawful goods, services or conduct.
12. There shall be no advertising that is libelous, infringes on a copyright or is otherwise likely to subject Brightline to litigation.
13. There shall be no advertising that implies or contains any endorsement by Brightline.
14. Website and telephone numbers contained in advertisements shall not contain or direct viewers or callers to materials that violate Brightline's preceding criteria.

REVIEW PROCESS Commercial Advertising

All proposed advertising that Sponsor is concerned may violate the aforementioned standards must be submitted in writing to Brightline Marketing Director. The proposed advertisement must include the name of the advertiser and the desired format of the presentation (copy, video). The Marketing Director shall review the proposed advertisement, and if there are changes required to bring the proposed advertisement into compliance with this Policy, it shall so notify Sponsor in writing.

If there are no changes required, or the advertiser makes the suggested changes, the Marketing Director may approve the proposed advertisement.

If the Marketing Director finds that the proposed advertisement is not in compliance with this policy, and the advertiser refuses to make the required changes, the proposed advertisement will not be approved.

Any advertisement not approved or rejected by the Marketing Director within ten (10) business days after submission by Sponsor shall automatically be deemed approved.

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

DATE: **August 6, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Third Amendment to Interlocal Agreement Between Lake County, Florida with the City of Mount Dora for Library Services

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Introduction:
This is a request for the City Council to approve the Amendment to the Lake County Library System Interlocal Agreement.

Discussion:
The W.T. Bland Public Library is a member of the Lake County Library System, which is governed by the Interlocal Agreement between Lake County and the ten city-owned member libraries (ATTACHMENT #1), most recently signed in 2019. This agreement has been extended with one year amendments since then. Lake County is again requesting an amendment to the existing agreement providing a one-year extension.

Included in the Interlocal Agreement is the appropriation formula that partially compensates city libraries for the non-resident use of their libraries and collections (expected to be $278,641 for the City of Mount Dora in 2024-25). This formula includes a base annual payment of $25,000 and then a proportionate share of the allocated County funds distributed based upon the libraries' circulation rates.

The amendment includes the following changes:

- Extending the existing Interlocal Agreement by 12 months, terminating on September 30, 2025.
- Increasing the annual base amount for each city library from $25,000 to $30,000.

The Lake County Library System Interlocal Agreement has served the libraries and their communities well since 1992, when Mount Dora joined the cooperative. The Lake County Library System provides a coordinated and high quality delivery of library services to all the residents of Lake County and the Interlocal Agreement is critical for maintaining that cohesion.

Budget Impact:
In addition to the annual appropriation, which is budgeted to be $278,641 in 2024-25 (GL #001-0000-338.00-09), the Interlocal Agreement results in significant cost savings for the City of Mount Dora. All networked public PCs and printers are supplied, maintained and managed by the cooperative. The Library's Wi-Fi is provided by the cooperative, as are databases and access to volume discount contracts with publishers.

Strategic Impact:
Membership in the Lake County Library System remains of vital importance to the City of Mount Dora, for both reduced operating expenses and providing a greatly increased array of materials available to Mount Dora residents.

Recommendation:
City Council to approve the Amendment to the Lake County Library System Interlocal Agreement.

Attachment(s):
1. ATTACHMENT #1 - Lake County City of Mount Dora_2019-2022 Interlocal Agreement
2. Library System Interlocal Agreement 3rd Amendment 2024-2025

Prepared by:	Cathy Lunday, Library Director	
Reviewed by:	Cathy Lunday, Library Director	Approved - 7/11/2024
	Matthew Dodson, Budget Officer	Approved - 7/12/2024
	Rita Meade, Finance Director	Approved - 7/12/2024
	City Attorney, City Attorney	Approved - 7/29/2024
	Jeanann Hand, City Clerk	Approved - 7/29/2024
	Vince Sandersfeld, City Manager	Final Approval - 7/29/2024

ATTACHMENT #1

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF MOUNT DORA RELATING TO PROVISION OF LIBRARY SERVICES

This is an Agreement between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", by and through its Board of County Commissioners, and the City of Mount Dora, a municipal corporation pursuant to the laws of Florida, located in Lake County, Florida, hereinafter referred to as "MUNICIPALITY" or "CITY".

WITNESSETH:

WHEREAS, the COUNTY and MUNICIPALITY believe it is mutually beneficial and in the public interest to enter into an agreement which provides equal access to public library services, without charge, for all residents of Lake County; and

WHEREAS, Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Miscellaneous Programs, Section 163.01, The Florida Interlocal Cooperation Act of 1969, provides that public agencies of the state of Florida may exercise jointly with any other public agency of the state of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, both the COUNTY and the MUNICIPALITY are public agencies within the meaning of Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Section 163.01; and

WHEREAS, Chapter 166, Florida Statutes, subsection 166.021(1), authorizes the MUNICIPALITY to render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Chapter 125, Florida Statutes, subsection 125.01(1)(f), authorizes the COUNTY to provide libraries and cultural facilities and programs; and

WHEREAS, the COUNTY is an eligible political subdivision under Chapter 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single library administrative unit; and

WHEREAS, the Lake County Board of County Commissioners is designated as the governing body that coordinates the library services and programs for the public library cooperative.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

1. PURPOSE:

The COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing unified library services without charge to residents of Lake County by participating in the cooperative operation of the Lake County Library System, a public library cooperative. In support of said purpose the COUNTY and the MUNICIPALITY endorse the overarching goal of the *State Aid to Libraries Program* which is to assist local governments in maintaining and developing vital library services, and specifically to:

A. Provide equal access to free public library services to all residents in the service areas of the participating governments.

B. Coordinate library service throughout the service areas.

C. Provide consistent plans, programs, policies, and procedures in the operation, maintenance, and development of library services throughout the service area.

2. DEFINITIONS:

A. "Annual plan of service", according to *State Aid to Libraries Guidelines,* means a document adopted or approved by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year.

B. "Governing body" shall mean the Lake County Board of County Commissioners.

C. "Library Advisory Board" shall mean the Lake County Library Advisory Board.

D. "Lake County Library System" shall mean the entire program of free library services and resources provided for the residents of Lake County through the public library cooperative established through this Agreement and Lake County Code, Chapter 12, Article III.

E. "Local funds", according to *State Aid to Libraries Guidelines*, means funds, exclusive of any state and federal funds, that are expended centrally for the operation and maintenance of the Lake County Library System. Local funds may be COUNTY funds or municipality funds and shall be expended by the appropriate local entity. Funds which would otherwise be received by and expended by the municipality except for this agreement shall constitute the municipality's local funds.

F. "Participating Library's governing body" means the municipality that operates and supports a public library and participates in the Lake County Library System through an Interlocal agreement.

G. "Participating Library" or "Member Library" means a library which, through its governing body, has entered into an Interlocal Agreement with Lake County to provide library service, without charge, to the residents of Lake County.

H. "Public library cooperative" shall mean the Lake County Library System and, according to *State Aid to Libraries Guidelines*, means a program of public library services and resources operated or coordinated by a governing body designated by one or more participating local governments. The governing body administers or coordinates, through a single administrative head, the common services for libraries operated by those participating local governments that have agreed through interlocal or other agreements to provide library service across their combined legal service areas. The single administrative head must be employed full- time by either the cooperative's governing body or a local participating government. Interlocal or other agreements identify the authority of the governing body and the participating local governments and the libraries each supports. Residents of the combined legal service area have equal free access to all services provided by the libraries of all the participating local governments.

I. "Reciprocal Borrowing" for purposes of the State Aid to Libraries Grant Program means that all public libraries within a county that receive Operating Grants extend borrowing privileges without charge to residents of each other's service areas. Borrowing privileges must apply to all materials that are available to be borrowed by residents of the library service area receiving an Operating Grant. The reciprocal borrowing requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid.

J. "Resident" shall mean any individual who either owns real property or resides in Lake County on a permanent or continual basis. Required evidence of residency is outlined in Lake County Policy number LCC-8, *Lake County Library System Circulation and Registration.*

K. "Service area" shall mean Lake County. Likewise, for each participating municipality, service area means the incorporated boundaries of that municipality; and in the case of the City of Leesburg, service area means the utility district.

L. "Single administrative head", according to *State Aid to Libraries Guidelines*, means the individual who is employed full-time by the Board of County Commissioners who is responsible for managing or coordinating the Lake County Library System.

M. "Single library administrative unit" means Lake County and, according to *State Aid to Libraries Guidelines*, means an eligible political subdivision under Section 257.17, *Florida*

Statutes, designated by a county to be responsible for managing or coordinating free library service to its residents.

N. "State Aid to Libraries Grants Program", according to *State Aid to Libraries Guidelines,* means a continuing state grant authorized by Chapter 257, *Florida Statutes*, for eligible library entities.

O. *"State Aid to Libraries Guidelines",* means the publication which specifies mandatory requirements for eligibility in the State Aid to Libraries Grants Program.

P. "Total Circulation" for the purposes of this Interlocal Agreement shall mean the sum of all items circulated by the MUNICIPALITY to library patrons and all items circulated by the MUNICIPALITY to another Lake County Library System library in a fiscal year, based on circulation reports generated by the library automation system.

3. TERM:

This Agreement shall be in effect for a period beginning October 1, 2019, and ending on September 30, 2022, unless terminated earlier in accordance with the provisions of the Agreement.

4. TERMINATION:

Either party may terminate the Agreement without cause by giving the other party sixty (60) days advance written notice.

5. ADDITION OF NEW MEMBERS:

A library may become a member of the Lake County Library System by meeting the criteria and following the guidelines outlined in Lake County Policy number LCC-7, *Lake County Library System Guidelines and Minimum Standards for Public Libraries Entering the County Library System* and by obtaining approval of the Board of County Commissioners.

6. LAKE COUNTY LIBRARY SYSTEM GOVERNING BODY:

The Board of County Commissioners is designated as the governing body of the Lake County Library System, a public library cooperative, to administer or coordinate the library services and programs of the Lake County Library System. According to *State Aid to Libraries Guidelines,* this involves policy-making, planning, budgeting, and employing the single administrative head of the library system and entering into contracts on behalf of the library system.

7. LIBRARY ADVISORY BOARD:

A. There shall be a Library Advisory Board, whose responsibilities shall be to:

(1) Study and make recommendations to the Board of County Commissioners regarding the coordination and development of the Lake County Library System. This shall include recommending countywide policies, long range plans and annual plans of service and shall be accomplished in cooperation with the participating library directors and the single administrative head; and

(2) Make recommendations regarding the COUNTY's budget for the countywide library system, the proportionate shares of all COUNTY funds to be allocated to the participating libraries, and the method of distribution of those funds.

B. The members of the Lake County Library Advisory Board shall be appointed by the Board of County Commissioners. Five (5) members shall be appointed with one (1) from each commission district. Such appointments shall be based on recommendations by the Lake County Library Advisory Board. However, the Lake County Board of Commissioners shall not be bound by such recommendations. In addition, the City shall have one (1) member on the Lake County Library Advisory Board who shall be designated by its City Council. Upon designation, the City member shall be appointed by the Board of County Commissioners. Each member shall be appointed for a term of four (4) years. The Board of County Commissioners may also appoint an alternate member who shall serve in the case of the appointed member's absence. The terms and manner of appointment of such alternate members shall be the same as that of the member whom he/she is representing as an alternate. Alternate members may attend Library Advisory Board meetings and shall have voting authority only if filling in as an alternate for an absent board member.

An appointment to fill any vacancy on the Library Advisory Board shall be for the remainder of the unexpired term of office. If the City appointment fails to attend three (3) consecutive regular meetings, the Library Advisory Board may recommend that the Board of County Commissioners or the Municipality declare the member's office vacant. The Board of County Commissioners or Municipality shall fill such vacancy as set forth herein.

The subsequent addition of participating libraries shall result in the addition of one seat per additional participating library on the Library Advisory Board and such seat shall be filled as set forth herein.

C. Terms of appointment and composition of the Library Advisory Board are further

described in *Lake County Code, Chapter 12, Article III.*

8. OWNERSHIP AND DISPOSITION OF PROPERTY, MATERIALS AND EQUIPMENT:

A. MUNICIPALITY shall own:

(1) Library materials, equipment, and other goods purchased by the COUNTY for and placed in the participating library using MUNICIPALITY, COUNTY or State Aid Operating grant funds, regardless of value, except for those described in Section 8. B.

(2) Library materials, equipment and other goods purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY, if purchased for the MUNICIPALITY, with a value less than $1,000.00 at the time of purchase, except for those described in Section 8(B).

(3) All items purchased using the MUNICIPALITY's local funds.

(4) All items purchased by the MUNICIPALITY and reimbursed by Library Impact Fee funds, unless otherwise specified in a separate agreement.

B. COUNTY shall own:

(1) Items purchased by the COUNTY, using COUNTY, state, or federal funds, as a part of the COUNTY's networked library computer and telecommunications systems, regardless of item location or placement. Items shall include, but may not be limited to, hardware, software, and licenses.

(2) Equipment purchased from federal Library Services and Construction Act (LSCA) and Library Services and Technology Act (LSTA) grant funds administered by the COUNTY with a value in excess of $1,000.00 at the time of purchase.

(3) All items purchased for the single administrative unit using the COUNTY's local funds, or State Aid Operating and federal grant funds.

(4) All items purchased by the COUNTY using Library Impact Fee funds, unless otherwise specified in separate agreement.

C. The COUNTY, in consultation with the participating library director, may remove, relocate, or replace COUNTY owned equipment located at the MUNICIPALITY's participating library as deemed necessary or advantageous to the Lake County Library System.

9. LOCAL AUTHORITY:

The MUNICIPALITY and the COUNTY shall remain autonomous and each shall retain control of its facilities, operations, functions, and local funds. For example:

A. Each shall determine the level of library service for its community to be incorporated in the long-range plan of service.

B. All authority with respect to MUNICIPALITY funding of library programs and services or expenditures from the MUNICIPALITY revenues and sources shall lie solely with the MUNICIPALITY. All authority with respect to COUNTY funding of library programs and services or expenditures from the COUNTY revenues and sources shall lie solely with the COUNTY.

C. Trust funds, individual gifts or donations made to a library shall remain the property of the governmental entity to which they were given.

D. The MUNICIPALITY's library facility shall remain the property of the MUNICIPALITY, and the COUNTY's facilities shall remain the property of the COUNTY. Operations, maintenance and repairs shall be affected through operating budgets from appropriations allocated by the owning entity. Maintenance, modification, sale or lease of real property shall be the responsibility of the owning entity.

E. All paid staff, of the MUNICIPALITY's participating library, shall remain employees of the MUNICIPALITY, and all paid COUNTY library staff shall remain employees of the COUNTY. Each shall retain all rights, responsibilities and powers associated with employment of staff.

10. SINGLE ADMINISTRATIVE HEAD:

A. According to established COUNTY policies and procedures, the Board of County Commissioners is responsible for hiring the single administrative head, who shall be employed full-time, and shall be under the supervision of the County Manager or designee. The single administrative head shall be the head of the Lake County Library System, a public library cooperative, and according to *State Aid for Libraries Guidelines* shall have completed a library education program accredited by the American Library Association and shall have had at least two years of successful, full-time paid professional experience, after completing the library education program, in a public library that is open to the public at least forty (40) hours a week. The Board of County Commissioners may establish additional qualifications for the single administrative

head and shall set positions, salary structure and benefits.

B. According to *State Aid for Libraries Guidelines*, the single administrative head shall be responsible for the overall management or coordination of the library system within the framework established by this Interlocal or other agreements, plans, policies, and budgets. Responsibility for managing or coordinating the following activities may not be delegated through Interlocal or other agreements:

(1) Development of a single long-range plan for all library outlets;

(2) Development of a single annual plan of service;

(3) Development of a Lake County Library System budget;

(4) Implementation of the long-range plan, an annual plan of service and the budget;

(5) Preparing reports on behalf of the library system; and

(6) Expending all State Aid to Libraries grants.

11. LONG RANGE PLAN FOR LIBRARY SERVICE, ANNUAL PLAN OF SERVICE AND COMBINED BUDGET:

A. According to *State Aid to Libraries Guidelines*, in order to be eligible to receive a State Aid to Libraries Grant, the Lake County Library System shall have on file with the State Library a current copy of the following:

(1) A long-range plan adopted or approved by the library system's governing body outlining the library system's operation and development over a three to five-year period;

(2) A current annual plan of service adopted by the library system's governing body and submitted as part of the application for State Aid to Libraries grants that includes the goals, objectives, and activities that will be supported for the application year; and

(3) A combined budget for the current year adopted by the library system's governing body.

B. The single administrative head shall develop and implement a long-range plan for the operation and development of county-wide library service. The long-range plan shall be developed in cooperation with the Library Advisory Board, the governing bodies of the participating libraries, the directors of the participating libraries and the Board of County Commissioners. The single administrative head and the participating library directors shall serve

as support staff. The Board of County Commissioners shall adopt the long-range plan at a public hearing. Prior to adopting the long-range plan, the Library Advisory Board shall review and make recommendations to the Board of County Commissioners. The Board of County Commissioners shall consider these recommendations but shall not be bound thereby. The plan shall be reviewed and updated yearly through the development of an annual plan of service.

C. The annual plan of service will be based on the long-range plan of service and the combined budget; and will be developed by the single administrative head in cooperation with participating library directors, and the Library Advisory Board. In adopting the annual plan of service, the Board of County Commissioners shall consider the recommendations of the Library Advisory Board but shall not be bound thereby.

D. There shall be a combined budget for library service to the residents of Lake County. The budget shall be developed along a fiscal year ending on September 30 of each year. Upon adoption by the MUNICIPALITY, the MUNICIPALITY shall present its line item budget for library services to the single administrative head for inclusion in the combined budget. The combined budget shall include and take into account funds allocated by participating governing bodies, aid received from state and federal sources, and all other revenues received to provide library services. The combined budget shall be adopted by the Board of County Commissioners. The combined budget shall not include funds to be expended for the purchase or construction of a library building.

E. In accordance with *State Aid to Libraries Guidelines*, the COUNTY and the MUNICIPALITY agree to spend funds in accordance with the Lake County Library System's long-range plan, annual plan of service, and budget for those funds that the Lake County Library System will report on a State Aid application as having been expended centrally.

12. FISCAL RESPONSIBILITY:

The COUNTY shall procure an independent audit annually of all funds administered by the single administrative head. The audit shall be prepared and presented to the MUNICIPALITY and to the State Library of Florida within thirty (30) days following acceptance of the audit by the COUNTY.

The MUNICIPALITY shall provide a copy of its audit for each fiscal year to the COUNTY and the single administrative head within thirty (30) days following acceptance of the audit by the MUNICIPALITY. By August 1 of each year, the MUNICIPALITY shall submit to the COUNTY

a completed *Certification of Local Operating Expenditures* form, Attachment A, accompanied by a supporting general ledger that details line item expenditures for library operations for the preceding fiscal year, which shall be used to support the Lake County Library System's application for a State Aid Operating grant and the appropriation of COUNTY funds for the MUNICIPALITY.

13. APPROPRIATION OF COUNTY FUNDS FOR MUNICIPALITY:

A. The COUNTY shall allocate a base amount of fifteen thousand dollars ($15,000) per year to the MUNICIPALITY to assist with funding of programs and services at its participating library. In addition to the annual base amount, the COUNTY shall distribute to the MUNICIPALITY its share of the total amount to be appropriated to all member libraries that year, less the total of the base amounts to all of the member libraries, based on the MUNICIPALITY's total circulation for the fiscal year prior to the previous fiscal year. Therefore, the total amount to be appropriated to the MUNICIPALITY for provision of countywide library services shall be the base amount, plus the proportionate share of the net total appropriation. This distribution shall be calculated as follows:

- Total amount appropriated to the MUNICIPALITY
- Base amount
- The MUNICIPALITY's percentage share of all member libraries' total circulation for fiscal year prior to previous fiscal year
- Total Appropriation to all member libraries for current fiscal year
- Number of member libraries $a = b + c * [d - (b * e)]$

B. In consideration of these allocations the MUNICIPALITY:

(1) Shall provide library services to all residents of the COUNTY;

(2) Shall use COUNTY funds to enhance current library services provided by its participating library;

(3) Shall make its best effort to maintain or exceed the current level of its local operating funds for the library budget;

(4) Shall not use COUNTY funds annually allocated to the MUNICIPALITY for the purchase or construction of a library building.

(5) Shall enter and maintain accurate patron records on the Lake County patron database.

C. It is the intent of the parties that the distribution of COUNTY funds to the various

participating libraries be made on a fair and equitable basis. Accordingly, the formula for disbursing COUNTY funds to participating libraries set forth in Section 13(A) above may be changed only upon the approval of all of the participating libraries' governing bodies and the Board of County Commissioners.

D. The COUNTY shall make its best effort to maintain or exceed the current level of its total appropriation to all participating libraries; however, the COUNTY may propose an increase or decrease based on current financial circumstances or changes in library services. The COUNTY shall not decrease the total appropriation to all participating libraries unless it gives four (4) months advance notice to the participating libraries and their governing bodies of its intent to reduce said funding levels.

E. When a MUNICIPALITY requests to join the Lake County Library System, the municipality shall receive a graduated payment for year one and year two, with a full payment in year three, as follows:

- Year One: Base Amount of $15,000.
- Year Two: Base Amount of $15,000 plus an additional $15,000 for intra-library loans to other Lake County Libraries.
- Year Three: Funding formula as identified in Section 13(A) above.

14. CENTRALIZED SERVICES:

The COUNTY shall provide the following centralized services to the MUNICIPALITY's participating library:

A. Courier service to route materials and equipment among libraries;

B. Intra-library loan services;

C. Centralized cataloging of library materials, maintenance and oversight of the bibliographic database;

D. Purchasing from State Aid Operating grant funds and Library Services and Technology Act grant funds for the benefit of the Lake County Library System;

E. Networked telecommunications and computer systems services as described in Section 15;

F. Coordination and/or funding of other centralized services where feasible such as, but not limited to, subscriptions to digital resources and other formats;

G. Coordination of youth and adult programming and literacy services.

15. NETWORKED SYSTEMS:

A. The COUNTY shall provide and maintain networked library automation and telecommunications systems. The COUNTY shall be responsible for providing systems hardware, software, maintenance, technical support, monitoring, installation, and services. The COUNTY shall further enhance or add networked systems in accordance with the goals and objectives of the long-range plan and annual plan of service and based on availability of funds.

B. The COUNTY shall pay maintenance costs for all equipment attached to the COUNTY's networked systems and purchased with COUNTY, state or federal funds, and Library Impact Fees awarded to COUNTY, except as outlined in Section 15(D)(1).

C. The COUNTY shall provide staff to perform networked systems administration which shall include: technology planning, training, preventative maintenance, systems monitoring, trouble-shooting, running of required backups, resolution of systems problems, monitoring of system needs, running and creating statistical reports, insuring systems security, procurement of equipment, development and maintenance of Lake County Library System web pages, development of participating library web pages upon request, maintenance of staff e-mail accounts, acting as a liaison with network vendors, installation of peripheral equipment and devices, and technology grants application and administration. Assigned COUNTY staff shall be available to perform the above during library operating hours in a reasonable amount of time and shall have the authority to prioritize requests for assistance.

D. Networked library systems shall be provided by the COUNTY to the MUNICIPALITY at no cost to the MUNICIPALITY except as specified below:

(1) The MUNICIPALITY reserves the right to expand, at its own expense, the COUNTY's networked systems at its participating library to levels exceeding those provided by the COUNTY in consultation with the single administrative head and provided said expansion meets the COUNTY specifications. At the request of the participating library, such equipment may be paid for with State Aid funds, if available, at the discretion of the COUNTY. The MUNICIPALITY shall be responsible for associated costs including, but not limited to, maintenance, licenses, installation, and software of any non-COUNTY owned equipment. The COUNTY may provide technical support where feasible.

(2) The MUNICIPALITY shall, at its own expense, provide proper electrical

and data wiring of its participating library facility, according to specifications provided by the COUNTY, to insure proper operation of the networked systems. At the request of the participating library, necessary wiring expenses may be paid by the COUNTY with State Aid funds, if available, at the COUNTY's discretion.

(3) The MUNICIPALITY shall, at its own expense, make available at its participating library any telecommunications lines necessary to the operation and maintenance of any networked library computer systems. The MUNICIPALITY shall cover costs of associated installation, maintenance and monthly telecommunications charges.

(4) The MUNICIPALITY shall, at its own expense, provide supplies at its participating library that are pertinent to the operation of the networked systems such as printer paper, printer ink cartridges and drums, item barcodes, etc. Patron cards and patron registration forms shall be provided by the COUNTY to the MUNICIPALITY at no charge. The COUNTY may choose to provide other automation supply items to the MUNICIPALITY at no charge.

E. The MUNICIPALITY shall participate in the centralized cataloging program and adhere to County procedures to ensure the integrity of the combined bibliographic database.

F. Neither the MUNICIPALITY nor its participating library shall attach equipment or software to any COUNTY networked system without prior written approval from the single administrative head or designee; or remove equipment or software purchased by the COUNTY and placed at the participating library as part of any COUNTY networked system without prior written approval from the single administrative head or designee. Any physical attachment to or removal from a COUNTY networked system shall be performed by the COUNTY or a vendor authorized or recommended by the COUNTY.

G. Should the COUNTY cancel this Agreement for any reason other than the MUNICIPALITY's failure to comply with the terms of this Agreement, the COUNTY, at its own expense and at the request of the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the termination of the Agreement for a period not to exceed two (2) years. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the COUNTY shall be responsible for all costs associated with

removal of the COUNTY's networked systems from the MUNICIPALITY's library, including obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. Upon separate mutual written agreement between the MUNICIPALITY and the COUNTY, the COUNTY may continue to operate and maintain networked systems for the MUNICIPALITY's participating library beyond the two (2) year period.

H. Should the MUNICIPALITY cancel this Agreement for any reason other than the COUNTY's failure to comply with the terms of this Agreement, the MUNICIPALITY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library. The MUNICIPALITY shall also be responsible for all costs associated with obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. The COUNTY shall be obligated, at the MUNICIPALITY's request, to continue operation and maintenance of the COUNTY's networked systems for a period of up to one (1) year and the MUNICIPALITY shall be obligated to pay associated operating and maintenance costs to the COUNTY. Upon mutual written agreement between the MUNICIPALITY and the COUNTY, the COUNTY may continue to operate and maintain networked systems for the MUNICIPALITY's participating library beyond the one (1) year period.

I. Should this Agreement terminate through expiration, the COUNTY, if requested by the MUNICIPALITY, shall make provision for the continuation of the COUNTY's library automation network as installed at the MUNICIPALITY's participating library at the operational level existing at the time of the expiration of the Agreement for a period not to exceed one (1) year during which the MUNICIPALITY will pay associated operating and maintenance costs for the one (1) year period. Should the MUNICIPALITY not request continuation of the COUNTY's networked systems, the MUNICIPALITY shall be responsible for all costs associated with removal of the COUNTY's networked systems from the MUNICIPALITY's library, including the costs of obtaining a copy of the MUNICIPALITY's library patron and bibliographic databases from the library automation vendor. In the event that negotiations are ongoing prior to the expiration of the Agreement, the MUNICIPALITY shall be exempt from obligated costs during a negotiation period not to exceed one hundred twenty (120) days after expiration.

16. REPORTING:

The MUNICIPALITY and its participating library shall submit, by deadlines established through an agreement, policy or procedure, all reports, documentation, and information required for inclusion in any reports, or documents required to maintain State Aid eligibility. The COUNTY shall file, by deadlines established in *State Aid to Libraries Guidelines*, all reports and documents required to maintain State Aid eligibility.

17. SYSTEM WIDE POLICIES:

A. The single administrative head, in consultation with the directors of the participating libraries, shall develop and recommend system wide policies that will provide consistency for library patrons and staff. The policies shall be developed in cooperation with the Library Advisory Board, the governing bodies of the participating libraries, and the Board of County Commissioners.

B. The Library Advisory Board shall recommend system wide library policies to the Board of County Commissioners upon a two thirds majority vote of its members. The MUNICIPALITY's representative shall represent the MUNICIPALITY's direction in recommendation of policies. In adopting policies, the Board of County Commissioners shall consider the recommendations of the Library Advisory Board but shall not be bound thereby. System wide policies shall be transmitted to all member library governing bodies for consideration and/or action at least thirty (30) days before consideration by the Board of County Commissioners.

C. The COUNTY and MUNICIPALITY shall abide by system wide policies to the extent they do not conflict with County and City Ordinances, policies or procedures.

18. RECIPROCAL BORROWING:

The COUNTY has previously existing agreements authorizing reciprocal borrowing with Seminole, Volusia, and Marion counties, and with Lake-Sumter State College. Additional reciprocal borrowing agreements may be entered into by the COUNTY on behalf of the Lake County Library System upon the written approval of the Board of County Commissioners and all participating library governing bodies.

19. ADDITIONAL RESPONSIBILITIES OF COUNTY AND MEMBER LIBRARY GOVERNING BODIES:

A. The COUNTY and the MUNICIPALITY shall abide by all State and Federal laws, and specifically those relating to the provision of library services.

B. The COUNTY shall refrain from using State Aid Operating grant funds, except in

the case of a severe funding shortage and only upon the consent of the COUNTY and all participating MUNICIPALITIES, as a means to replace COUNTY allocations for library services.

20. INDEMNIFICATION:

Subject to the provisions of Section 768.28, *Florida Statutes*, the MUNICIPALITY agrees to indemnify and hold the COUNTY harmless to the extent allowed for by Florida law, and the COUNTY agrees to indemnify and hold the MUNICIPALITY harmless to the extent allowed for by Florida law, from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any employee under circumstances in which the MUNICIPALITY and the COUNTY, if a private person, would be liable to the claimant, in accordance with the general laws of the state of Florida.

This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement to the extent allowed for by Florida law. Nothing contained herein shall be construed as an admission of liability on the part of either party.

The full execution of this Agreement shall obligate the COUNTY and the MUNICIPALITY to comply with this indemnification. This indemnification shall not act or be interpreted as a waiver of either party's sovereign immunity pursuant to Section 768.28, Florida Statutes.

21. INSURANCE:

The COUNTY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover the COUNTY's buildings, contents, vehicles, networked systems, workers' compensation, general liability, and any other insurance required by law.

The MUNICIPALITY shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover the MUNICIPALITY's participating library including buildings, contents, equipment owned by the MUNICIPALITY, vehicles, workers' compensation, general liability, and any other insurance required by law.

22. MEDIATION/LEGAL FEES /JURY TRIAL WAIVER:

In the event that any dispute arises between the MUNICIPALITY and the COUNTY with respect to the rights or responsibilities of the MUNICIPALITY or the COUNTY under the Agreement, that dispute shall be mediated by a library professional chosen by the State Librarian

from the State Library consultant staff. The mediation shall not be binding, and if agreement cannot be reached, the aggrieved party(s) may pursue legal recourse as allowed by law.

Should litigation arise under this Interlocal Agreement, each party agrees to waive any right to trial by jury.

23. MODIFICATION:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

24. NOTICES:

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY	MUNICIPALITY
County Manager Lake County Administration Building 315 West Main Street, Suite 308 P.O. Box 7800 Tavares, FL 32778-7800	City Manager 510 N. Baker Street Mount Dora, FL 32757

cc: Director of the Office of Library Services
P.O. Box 7800
Tavares, FL 32778-7800

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered; or if sent by mail, the date of the postmark; or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notices shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

25. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between the parties. It may not be modified

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY, through its Board of County Commissioners, signing by and through its Chair, and MUNICIPALITY, by its duly authorized representative.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS

Gary J. Cooney, Clerk of the
Board of County Commissioners of Lake
County, Florida

Leslie Campione, Chairman

This 10th day of September, 2019.

Approved as to form and legality:

Melanie Marsh
County Attorney

ATTEST:

Gwen Johns, City Clerk

MUNICIPALITY

Nick Girone, as Mayor
City of Mount Dora

This 18th day of July, 2019.

Approved as to form and legality:

Sherry Surphen, City Attorney

ATTACHMENT A

CERTIFICATION OF LOCAL OPERATING EXPENDITURES
FISCAL YEAR _____

The _____,
(name of library governing body)

governing body for the_____,
(name of Lake County Library System Member Library)

hereby certifies that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, _____, and ending September 30, _____ for the operation and maintenance of a library under the conditions outlined in Chapter 257, Florida Statutes, Lake County Library System's Long Range Plan and Annual Plan of Service and Budget, and the Interlocal Agreement Relating to Provision of Library Services.

We further certify that the amount listed below does not include any of the following:

- Funds received from the federal government
- Funds received from the state government
- Funds used for purchase or construction of a library building or library quarters

Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, Florida Statutes, and guidelines for the State Aid to Libraries Grant program.

We further certify that the amount listed below:
(check one)
___ does include funds received from the Lake County Board of County Commissioners.
___ does not include funds received from the Lake County Board of County Commissioners.

(check one)
___ has been audited by an external auditor.
___ has been reviewed by an independent auditor.
___ has been compiled into financial statement format by an independent auditor.

Also, a copy of the report of the independent auditor:
(check one)
___ has been provided to the Lake County Board of County Commissioners.
___ is enclosed.

A copy of the supporting general ledger with detail line item expenditures for library operations is required to be submitted to the Lake County Board of County Commissioners for all libraries.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, _____ and September 30, _____.

$_____

Signature

_____ _____
Chief Financial Officer Date

Please type name and official title here:

_____

This certification is to be completed and mailed by **August 1,_____** to: Library Services Director, Lake County Library System, P.O. Box 7800, Tavares, FL 34778-7800.

THIRD AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND THE CITY OF MOUNT DORA
RELATING TO THE PROVISION OF LIBRARY SERVICES

This is the Third Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County", by and through its Board of County Commissioners, and the City of Mount Dora, a municipal corporation pursuant to the Laws of Florida, hereinafter referred to as "Municipality," by and through its City Council.

WITNESSETH:

WHEREAS, on September 10, 2019, County entered into an Interlocal Agreement with Municipality for the purpose of providing unified library services to the residents of Lake County through participation in the Lake County Library System public library cooperative (the "Agreement"); and

WHEREAS, on September 13, 2022, County and Municipality entered into an extension of the Agreement for an additional 12-month period expiring on September 30, 2023 (First Amendment); and

WHEREAS, on September 12, 2023, County and Municipality entered into a second extension of the Agreement for an additional 12-month period expiring on September 30, 2024 (Second Amendment); and

WHEREAS, the parties now want to extend the Agreement for a third, additional 12-month period expiring on September 30, 2025 (Third Amendment); and

WHEREAS, executing this Third Amendment is in the best interests of the parties and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Third Amendment upon adoption hereof.

2. **Amendment.** The Agreement, as previously amended, is hereby amended as follows:

A. **Section 3, *Term,*** is hereby amended to allow for an additional 12-month period and terminating on September 30, 2025, and is hereby amended as follows:

> This Agreement shall be in effect for a period beginning October 1, 2019, and ending on September 30, 2025, unless terminated earlier in accordance with the provisions of the Agreement.

B. **Section 13, Paragraph (E), *Appropriation of County Funds for Municipality,*** is hereby amended to provide funding for the additional "Year Six" created by the 12-month extension of the Term under this Third Amendment and is hereby amended to add:

Year Six: The COUNTY shall allocate a base amount of thirty thousand dollars ($30,000) to assist with funding of programs and services at its participating library.

3. Effect of Amendment. All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Third Amendment conflicts with the Agreement, this Third Amendment will govern.

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

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____
Kirby Smith, Chairman

This _____ day of _____, 2024.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

MUNICIPALITY

CITY OF MOUNT DORA

ATTEST:

_____
Jeanann Hand, City Clerk

_____
Crissy Stile, Mayor

This _____ day of _____, 2024.

Approved as to form and legality:

_____
Patrick Brackins, City Attorney

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

DATE: **August 6, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval to Apply for the Florida Recreational Development Assistance Program Grant (FRDAP).

Introduction:
This is a request for authorization to apply for and authorization for the Mayor to sign the grant application when complete.

Discussion:
The Florida Recreational Development Assistance Program Grant (FRDAP) is a 100% matching grant. Organizations may apply for up to $200,000.00 in funds.

The Florida Department of Environmental Protection provides funds through the Florida Recreational Development Assistance Program's competitive grants for the acquisition or development of outdoor recreational facilities.

The Parks and Recreation Department will seek funding from this grant for the Donnelly Park pickleball, beautification, storm water, and erosion project.

Budget Impact:
The Florida Recreational Development Assistance Program Grant (FRDAP) is a 100% matching grant. Organizations may apply for up to $200,000.00 in funds.

Strategic Impact:

- Objective 1.4 Promoting tourism by enhancing Mount Dora as a destination
- Objective 3.1 Identify and seek funding sources

Recommendation:

City Council approve the request to apply for the Florida Recreational Development Assistance Program Grant (FRDAP) and authorize the Mayor to sign on behalf of the City Council the application.

Attachment(s):

1. ATTACHEMENT #1 - 2024 FRDAP Grant

Prepared by:	Jennifer Schwarz, Operations Manager	
Reviewed by:	Troy Shonk, Parks & Recreation Director	Approved - 7/16/2024
	Matthew Dodson, Budget Officer	Approved - 7/30/2024
	City Attorney, City Attorney	Approved - 7/30/2024
	Jeanann Hand, City Clerk	Approved - 7/30/2024
	Vince Sandersfeld, City Manager	Final Approval - 7/30/2024

RMPK FUNDING

Public Funding • Governmental Advocacy • Economic Development

2025-2026 Florida Recreational Development Assistance Program (FRDAP) Regular Application Cycle

The Florida Department of Environmental Protection provides funds through the Florida Recreational Development Assistance Program's competitive grants for the acquisition or development of outdoor recreational facilities. Any municipality may apply for up to two FRDAP grants during each funding cycle but may only have three active FRDAP grants at one time.

Eligible Activities include but are not limited to:
Basketball Courts, Field Lighting, Boating Facilities, Beach Access, Playgrounds, Soccer Fields, Tennis Courts, Baseball/Softball Facilities, Sports lighting, Trails, Picnic Facilities, Fishing/Nature Piers, Outdoor Amphitheaters, Dog Parks, Cultural Facilities, Support Facilities and any other outdoor recreation or open space elements.

Application Deadline:	September 30, 2024
Maximum Grant Amount:	$50,000- $200,000 (2 applications are permitted for each cycle)
Eligible Costs:	**Project costs from July 1, 2024, and on are reimbursable.** **Grant preparation fees are eligible to be reimbursed as a part of the grant.**
Match Requirements:	Grants up to $50,000 have no matching fund requirement. Grants more than $50,000 and up to $150,000 have a 25% matching funds requirement. Grants over $150,000 have a 100% matching funds requirement.

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

DATE: **August 6, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Approval of Meeting Minutes:

- July 2, 2024 Northeast CRA Board Minutes
- July 2, 2024 CRA Board Minutes
- July 8, 2024 City Council Budget Workshop Minutes
- July 16, 2024 City Council Regular Session Minutes
- July 16, 2024 CRA Board Minutes
- July 22, 2024 City Council Budget Workshop Minutes

Introduction:
This is a request for Council to approve meeting minutes.

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

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:
Council approve meeting minutes.

Attachment(s):

1. 07.02.2024 Northeast CRA Board Minutes_DRAFT
2. 07.02.2024 CRA Board Minutes_DRAFT
3. 07.08.2024.City Council Budget Workshop Minutes_DRAFT
4. 07.16.2024.City Council Regular Session Minutes.DRAFT
5. 07.16.2024.CRA Board Minutes.DRAFT
6. 07.22.2024.City Council Budget Workshop Minutes.DRAFT

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager Final Approval - 7/29/2024

CITY OF MOUNT DORA, FLORIDA
NORTHEAST CRA BOARD MEETING MINUTES
July 2, 2024, 8:55 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 8:55 p.m., Chairperson Crissy Stile called to order the meeting of the Northeast CRA Board in the City Hall Council Chamber.

ROLL CALL

Members Present
Crissy Stile, Chairperson
Marc Crail, Vice-chair
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Also Present
Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PUBLIC COMMENT

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

ACTION ITEM

1. Request approval of Resolution No. 2024-09, Northeast Community Redevelopment Agency Redevelopment Plan of 2024

Mr. Brackins read Resolution No. 2024-09 by title only.

RESOLUTION NO. 2024-09 (NORTHEAST CRA)

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA, REGARDING EXPANSION OF THE BOUNDARIES OF THE EXISTING NORTHEAST COMMUNITY REDEVELOPMENT AREA TO INCORPORATE THE STUDY AREA; RECOMMENDING THE CITY COUNCIL ADOPT SUCH MODIFICATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld explained the reasons this resolution is being presented to the board. The Redevelopment Plan amendment accomplishes two things. First, it includes a boundary modification, adding 80.34 acres to the Northeast CRA Boundary with the inclusion of a property known as the Simpson Groves South. This property is bounded by the Northeast CRA on three sides and is contiguous to the City's boundary, which makes it eligible to be added after annexation.

The City hired a firm to perform a Finding of Necessity Study in the area, which found the existence of conditions that meet the criteria for slum and blight as defined by Florida statute. Revenue from future developments there will be used to fund projects outlined in the redevelopment plan, including the Community Resource & Recreation Center, its programming and operation, affordable housing programs, stormwater improvements, home repair grants, community beautification enhancements, and transit improvements.

This amendment also modifies language concerning cultural and special events since CRAs are no longer

DRAFT

permitted to fund those events.

Mr. Brackins explained that the Board's vote at this meeting does not expand the Northeast CRA Boundary. Ordinances related to that action will be brought before City Council after the board's vote at this meeting. This is the initial step in the process.

Chairperson Stile opened public comment.

Christine King-Harris, 402 East Jackson Avenue, spoke about the CRA Advisory Board's input regarding this action.

Chairperson Stile closed public comment.

Mr. Sandersfeld told those present that this amendment had been presented to the Northeast CRA Advisory Committee for review.

Mr. Walker stated he supports this plan, and urged the City to move forward with stormwater improvements in the area. He spoke of recent flooding, and implored the City to clear drainage that would contribute to stormwater relief. He noted studies had been done for this issue. Mr. Sandersfeld explained funding generated as a result of this amendment will assist with remedies for this issue. Mr. Sandersfeld and board members agreed that the City will work on solutions immediately with funding already available and will work on long-term solutions as well.

MOTION BY MR. WALKER TO APPROVE RESOLUTION NO. 2024-09, NORTHEAST COMMUNITY REDEVELOPMENT AGENCY REDEVELOPMENT PLAN OF 2024; MR. ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS ROLL CALL VOTE.

YES ***Walker***
Rolfson
Cataldo
Dawson
Bryant
Crail
Stile
NO ***None***

ADJOURNMENT
MOTION BY MR. ROLFSON TO ADJOURN; MR. WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Chairperson Stile adjourned the meeting at approximately 9:02 p.m.

_____
CRISSY STILE, CHAIRPERSON
Northeast CRA Board

_____
JEANANN HAND, CITY CLERK
City of Mount Dora

DRAFT

CITY OF MOUNT DORA, FLORIDA
CRA BOARD MEETING MINUTES
July 2, 2024, 9:02 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 9:02 p.m. Chairperson Crissy Stile called to order the meeting of the Mount Dora Downtown CRA Board in the City Hall Council Chambers.

ROLL CALL

Members Present
Crissy Stile, Chairperson
Marc Crail, Vice-chair
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Also Present
Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PUBLIC COMMENT

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

ACTION ITEM

1. Request Approval of Master Services Agreement with BEEFREE (doing business as Freebee) for Parking Shuttle Transportation Services

Chairperson Stile made clear for the record that the Board had been present for a presentation provided by the vendor at the City Council Regular Session that occurred earlier that evening

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

MOTION BY VICE-CHAIR CRAIL TO APPROVE THE MASTER SERVICES AGREEMENT WITH BEEFREE (DOING BUSINESS AS FREEBEE) FOR PARKING SHUTTLE TRANSPORTATION SERVICES; MR. DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS ROLL CALL VOTE.

YES ***Crail***
Dawson
Cataldo
Rolfson
Walker
Bryant
Stile
NO ***None***

DRAFT

ADJOURNMENT
MOTION BY MR. ROLFSON TO ADJOURN; MR. WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Chairperson Stile adjourned the meeting at approximately 9:04 p.m.

_____
CRISSY STILE, CHAIRPERSON
Mount Dora CRA Board

_____
JEANANN HAND, CITY CLERK
City of Mount Dora

DRAFT

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL BUDGET WORKSHOP
MINUTES
July 8 2024, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Stile called to order the July 8, 2024 City Council Budget Workshop in the Mount Dora City Hall council chamber.

ROLL CALL

Members Present
Crissy Stile, Mayor
Marc Crail, Vice-mayor
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Also Present
Vince Sandersfeld, City Manager
Matthew Dodson, Budget Officer
Jeanann Hand, City Clerk

Members Not Present
Marc Crail, Vice-mayor

DISCUSSION ITEM

1. Capital Outlay, CIP and Enterprise Funds Overview

Budget Officer Matthew Dodson introduced the subject matter that would be presented at this workshop. The PowerPoint provided by Mr. Dodson is attached to the minutes as Exhibit A.

Mr. Dodson began his presentation with the City's Capital Outlays.

Councilmembers expressed concern regarding the cost of the four Chevy Tahoe vehicles for the Police Department. Police Chief Michael Gibson explained that the prices presented at this meeting were not accurate. The true cost would be about half of the amount that is shown in the presentation. Mr. Sandersfeld told Council there is a need to replace some police vehicles. Leasing versus purchasing was discussed. Chief Gibson told Council his primary concern is the safety of personnel. Council asked for a replacement schedule in order to see the longer term perspective for budgeting purposes. Councilmembers asked questions about choice of vehicles and the purchasing group through which the City's police department makes vehicle purchases.

Council asked Library Director Cathy Lunday to explain the touch-screen displays listed in the budget. Ms. Lunday explained the purpose of the boards and described their effectiveness at the library.

Fire Chief Joseph Hightower answered questions from Council about the Self-contained Breathing Apparatus (SCBA) mask replacement item listed in the budget. Chief Hightower

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explained the importance of this item, which has significant safety value. The amount listed in the presentation will cover approximately 45 mask replacements.

Mr. Dodson presented the General Capital (310) revised Capital Improvement List.

Council asked about the area of coverage for the street resurfacing program. Public Works Director George Marek explained the plan for the City's resurfacing process moving forward. The number in the presentation represents city-wide resurfacing.

Mr. Marek explained the Sidewalk ADA compliance line item. Council recognized the importance of this item. Council asked if this number represents sidewalk replacement throughout the city. Mr. Marek explained this number comprises the overall sidewalk replacement program. Curbs and roadway repairs would be addressed under a different item.

Mayor Stile pointed out that page six of the presentation is a wish list, and page seven presents the projects that haven't yet been eliminated.

Council mentioned picking up the work on streetscapes, which hadn't moved forward recently. Funding will be from the CRA.

Council asked for further information on the 11th Avenue Traffic-calming item. Mr. Marek spoke about the condition of an area on Lakeshore Drive, and requests for a sidewalk where additional crosswalks will be placed. These processes will lead to traffic-calming.

Mr. Walker pointed out that the referenced area had recently been worked on. At that time, stop signs were installed, but they were not effective to the extent the city had intended them to be. Mr. Walker mentioned that the Northeast community expresses dissatisfaction with the implementation of traffic-calming efforts in the Northeast area, yet it seems the City will continue to spend on traffic-calming efforts in an area that has already been the focus of traffic-calming efforts.

Mr. Marek spoke to Council about the scheduling and phasing of work on Donnelly Street. Mr. Marek told Council that the plan is for a 10' sidewalk that will provide adequate space for pedestrians and bicycle-riding. Mr. Marek told Council the City is not intending to impose a sidewalk assessment. Council asked about sidewalks by the plazas on Donnelly and 441.

Mr. Walker asked whether golf carts will be allowed on the 10' wide Donnelly sidewalks. Mr. Sandersfeld told Council the City encourages golf carts to use Grandview instead.

Council discussed the elimination of the Evans Park amphitheater project. Parks and Recreation Director Troy Shonk spoke to Council about Council's approval of court conversions at Donnelly Park.

Mr. Sandersfeld asked Council to consider whether they wish to focus on the comprehensive upgrading of Donnelly Park at this time. Mr. Sandersfeld told Council that the City will explore more immediate timing for the renovations to take place at Donnelly Park. Because stormwater is

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part of the process, Mayor Stile asked whether grant funding is available. Mr. Shonk told Council he can find opportunities for funding.

Mayor Stile asked the City to consider the imminent expiration of the multiple trees at Donnelly and at Gilbert Parks, and to consider a plan for tree replacement phasing in preparation for the transition.
Council voiced a consensus to prioritize the renovation of the Donnelly Park area.

Mr. Shonk spoke to Council about the recent success of the Freedom on the Waterfront event at Evans Park and how it positively impacted downtown businesses. The traffic flow plan worked well for the event.

Mr. Walker asked about renovations are planned for the Annex. Mr. Shonk described their needs and the plans to address them.

Further work at the Summerview pickleball court site will be pushed to a later year.

Mr. Walker asked CRA Administrator and City Deputy Planning Director Adam Sumner if he has properties identified that the City would like to purchase. Mr. Sumner said the City does not.

Mr. Sumner spoke about staffing at the Northeast Resource and Recreation Center.

Mr. Bryant asked Mr. Sumner about the signage listed in the presentation for $30,000. Mr. Sumner explained the item is about repairs and replacement. The signs maintained by the City are remade on a schedule, routinely.

Mr. Cataldo asked about the kiosks listed in the presentation. Mr. Sumner told Council that there are four kiosks in the City at present, but the City would like to have five. Staff told Council they recognize the priority to replace the kiosk at 5th and Donnelly. Mr. Sumner explained what the City has learned through exploring kiosk options. Mr. Sumner described the kiosk design approved by the Historic Preservation Board and the CRA Advisory Committee. Staff and Council discussed the technology available with the use of QR codes. Mr. Sumner explained the City's strategy for placement and technology use. Staff and Council discussed maps.

Mr. Dodson told Council that fewer construction projects this year means that the City has less to spend. He explained the Five-year Plan includes projects that needed to be moved from the 24-25 list.

Mr. Dodson presented information on Enterprise Funds, reviewing the characteristics that put them in this category. He would be meeting with Mr. Sandersfeld and Mr. Marek to further discuss the City's priorities. Mr. Sandersfeld told Council that all of the projects are needed, so decisions to postpone projects are not easy. The City would rather avoid using the City’s fund balance. Council and staff discussed the replacement of an historic force main.

Mr. Dodson spoke to Council about the Stormwater Requested list and the revised list

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containing the projects that are most necessary. Mr. Dodson told Council they will re-inspect the presented numbers in this area to make sure the estimates are accurate. Mr. Sandersfeld reminded Council that City needs continue to present themselves and will need to be added to the list.

Mr. Walker and Mr. Sandersfeld spoke about stormwater planning. Council discussed whether Forres Park turf replacement is an ADA accommodation. Mr. Dodson told Council that stormwater is funded from a flat monthly fee.

Mr. Walker reminded those present about the great need for stormwater improvement and he emphasized the urgency of the matter. He voiced frustration that not one item on the Stormwater list is located in the Northeast. Mr. Marek described the conditions of the Pine Avenue stormwater issues. He explained that projects that have a clear path to a solution make progress on those projects move more swiftly. He stated studies need to be done to find solutions for other areas. Then the City must determine how to complete the work.

Council and staff discussed City responsibility for allowing the building of homes at sites that will lead to drainage issues. Mayor Stile and Mr. Walker expressed frustration that studies have been done and been spoken about, but those streets with problems are still not appearing on the list for the upcoming budget.

Mr. Dodson presented information on Enterprise Funds. Thirty-seven million is proposed for FY 24/25. Mr. Dodson described differences between this year and last year, and told Council what changes are responsible for those differences. He pointed out a bond in the water/wastewater department is in its final year, which raises the obligated payment this year. He told Council there are three ways to get more money: 1. going into debt, 2. new construction, or 3. raising rates. New construction money impacts the city with increased revenue from ad valorem, impact fees, and property taxes. Mayor Stile asked Mr. Sandersfeld to confirm the new wastewater projects are immediately necessary.

Mr. Rolfson requested a list of all current bonds.

Mr. Dodson presented the rates he is projecting to be necessary for the new fiscal year. Assistant City Manager/Electric Utility Director Steve Langley told Council that electric utility rates will not change for Mount Dora customers.

Councilmember Walker asked Mr. Langley about smart metering, and what feedback has been provided by Leesburg's move to smart metering.

Water and Wastewater rates will increase based on the Raftelis study that was just completed. Mr. Dodson told Council that increasing Stormwater rates may be a way to fund some necessary projects.

Mr. Dodson told Council the increase per household for Water/Wastewater rates will be, on average, an additional $25 per month.

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Sanitation rates are different for residential and commercial. What is being presented at the moment is residential.

Mr. Dodson presented a graphic representing the City's utility customer base.

He provided information on Electric Rates, including how the rates are calculated, and which factors affect the rate.

He presented information on Electric Revenues, describing each revenue source. Investment income must stay in the account by statute. Mr. Dodson then presented a breakdown of Electrical Expenditures. The bucket truck was a replacement of an older model. He provided a graphic representing Electric Divisions.

Mr. Dodson presented information on the Water/Wastewater Fund. He provided information on revenue and expenses, and on Water/Wastewater Divisions.

Mr. Langley spoke to Council about the importance of Enterprise Funds, and their value in providing revenue back to the City. Mr. Rolfson mentioned the importance of lobbyists maintaining the circumstance for this to take place.

Mr. Dodson presented information on the Sanitation Fund. He described the fund's revenue source and its expenditures. It is projected to have a 15% increase to make up for deficits.

Mr. Dodson presented information about Stormwater Revenues and Expenditures. A rate increase is need to cover use of reserves and increase in the cost of CIPs.

Mr. Dodson spoke about the next steps in creating the FY 24/25 Budget.

On behalf of Council, Mr. Rolfson thanked Mr. Dodson, Ms. Meade and staff for the work put into this workshop.

Mr. Sandersfeld summarized Council's specific requests from this meeting, including information on the PD vehicle replacement program, Donnelly Park projects, the waterfront master plan, Northeast CRA stormwater solutions, a list of bonds, and visual representation of the kiosks proposed for the City.

MOTION BY COUNCILMEMBER WALKER TO ADJOURN; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASS WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Mayor Stile adjourned the meeting at approximately 7:56 p.m.

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CRISSY STILE, MAYOR

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City of Mount Dora

_____
JEANANN HAND, CITY CLERK
City of Mount Dora

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EXHIBIT A

CITY OF MOUNT DORA

CITY OF MOUNT DORA, FL

Budget workshop

July 8th, 2024

OVERVIEW

- Capital Expenditures
  - Capital Outlay
  - Capital Improvements
- Enterprise Funds Budget Overview
- Rates
- Utility Customer Base
- 410 Electric Fund
- 421 Water/Wastewater Fund
- 430 Sanitation Fund
- 440 StormWater Fund
- Next steps

Capital Expenditures

Capital Expenditures

Types of Capital Expenditures

Capital Outlays

Tangible asset $5,000 or more in value and useful life more than 1 year (machinery, equipment)

CIP - Projects

Capital Improvement Plan/Program/Projects

Funding Process per Capital Expenditure

NEW FUNDING

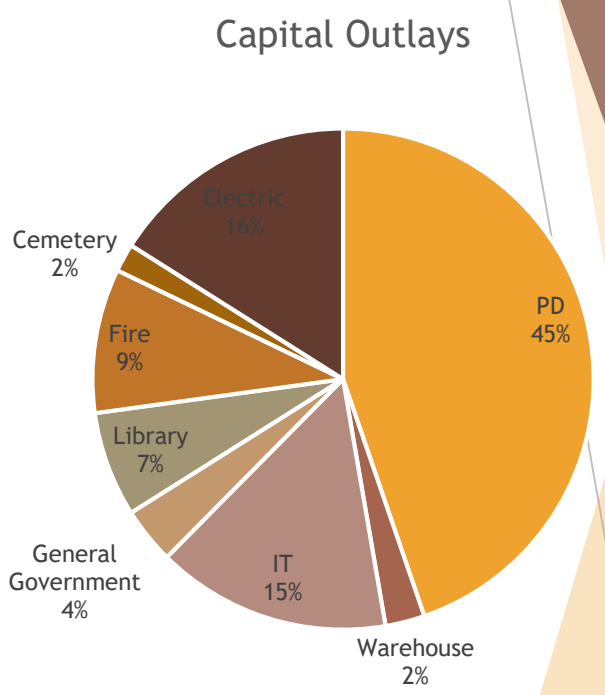
New monies from the FY24-25 budget

CARRYOVERS

Unused monies from last Fiscal Year (2023-24)

Capital Outlay – CM Recommended

Project Name	Proposed 2024-25	Dept.
001 - General Fund	$ 1,091,252	Dept.
Electric Reach Fork Lift	42,000	Warehouse
Four 2025 Chevy Tahoe - Administration Vehicles	578,000	PD
Two 2025 Ford Explorer - Patrol Vehicles	130,000	PD
Four motorola m500 in care camera system w V300	31,252	PD
IT - Confidential	250,000	IT
Urban Forester - 2 Ford Maverick	60,000	General
126 - Library Impact Fund	$ 112,040	
3 NewLine Interactive Qpro 86" multi-touch displays	19,040	Library
Library Collections	93,000	Library
131 - Fire Assessment Fund	$ 154,000	
Three Thermal Imaging Cameras	15,000	Fire
Replacement Firefighting - Bunker Gear	81,000	Fire
SCBA Mask - Replacement	58,000	Fire
150- Cemetery	$ 30,000	
Above Ground Niche	30,000	Cemetery
410 - Electric	$ 265,000	
Bucket Truck - Replacement of 08-002	265,000	Electric
Total	$ 1,652,292	



General Capital (310) Capital improvements requested

Dept.	Project Name	New Projects 2024-25	2025-26	2026-27	2027-28	2028--29	Totals
Library	Simpson Farmhouse Expansion	157,500	1,272,000				1,272,000
Library	Library Carpeting Replacement	85,000					-
Police	New metal building of the Baker Lot - revisit and move to future	495,000					495,000
Parks	Dog Park Relocation - move to future	525,000					525,000
Parks	Waterfront Engineering and Design	500,000		-	-		-
Parks	Foress Playground Turf Replacement - ADA	105,000					105,000
Parks	Evans Park Ampitheater	1,995,000					1,995,000
Parks	Donnelly Park Renovation including Stormwater erosion issues	500,000					500,000
Parks	Summerview Park - Musco Field Lighting - Pickleball & Basketball Courts	223,335	-	-	-		-
Parks	Lincoln Ballfields - Musco Field Lighting Update	320,000					-
Parks	Community Building Interior Renovations	210,000					-
Parks	Palm Island Pavilion	104,500					-
Parks	Sylvan, Stein & Pinecrest Park Renovations - Sidewalks, Pathways & Landscaping	105,000					-
Fire	Fire Station 34 Renovation	2,520,000					-
PW	11th Ave Traffic Calming - Addt. Funding	157,500	1,800,000				1,800,000
PW	Donnelly Street Repaving - Limit to 441 Eng	350,000	3,650,000				3,650,000
PW	Pedestrian Crossings	105,000	120,000	120,000	120,000	120,000	585,000
PW	Reconstruction of Park Forest BLVD	210,000	2,400,000				2,610,000
PW	Street Resurfacing program	1,050,000	1,200,000	1,200,000	1,200,000	1,200,000	5,852,900
PW	Sidewalk ADA Compliance R&R	525,000	600,000	600,000	600,000	600,000	2,925,000
PW	Traffic Calming	315,000	360,000	360,000	360,000	360,000	1,755,000
PW	Tree Replacement	63,000	72,000	72,000	72,000	72,000	551,000
Parks	Annex Roof Replacement	98,700					-
IT	Fiber Upgrades	250,000					-
Streets	Donnelly Street Repaving - 5th St to Limit Ave	3,940,000					-
CRA	Downtown Streetscape - Future Phases Plan - BOND	350,500	3,760,500				3,760,500
CRA	Kiosk Replacement	190,000	244,000				244,000
CRA	Signage	30,000		30,000		32,000	62,000
NE-CRA	Redevelopment Project - Property Purchase	200,000	200,000	200,000	200,000	200,000	800,000
NE-CRA	Community Resource & Recreation Center Construction Phase 1 Construction	16,000,000	500,000	500,000			17,000,000
NE-CRA	Signage and Community Beautification	20,000	25,000		26,000		71,000
NE-CRA	Northeast Streetlight Enhancement Program	25,000		30,000			55,000
		31,725,035	**16,203,500**	**3,112,000**	**2,578,000**	**2,584,000**	**46,613,400**

General Capital (310) Capital Improvements Revised

Dept.	Project Name	New Projects 2024-25
Library	Simpson Farmhouse Expansion	157,500
Library	Library Carpetting Replacement	85,000
Fire	Fire Station 34 Renovation	2,520,000
PW	11th Ave Traffic Calming - Addt. Funding - 111	157,500
PW	Donnelly Street Repaving - Limit to 441 Eng - 111	350,000
PW	Pedestrian Crossings - 111	105,000
PW	Sidewalk ADA Compliance R&R- Operating	525,000
PW	Traffic Calming-Operating	315,000
PW	Tree Replacement - Tree Bank - Operating budget	63,000
Parks	Annex Roof Replacement & Renovation	315,000
IT	Confidential	250,000
Streets	Donnelly Street Repaving - 5th St to Limit Ave-111	980,000
CRA	Downtown Streetscape - Future Phases Plan	350,500
CRA	Kiosk Replacement	190,000
CRA	Signage	30,000
NE-CRA	Redevelopment Project - Property Purchase	200,000
NE-CRA	Community Resource & Recreation Center Construction Phase 1 Construction - Bond/Debt	16,000,000
NE-CRA	Signage and Community Beautification	20,000
NE-CRA	Northeast Streetlight Enhancement Program	25,000
	Total	**22,638,500**

General Capital (310) Capital improvements
5 year plan

Dept.	Project #	Project Name	2025-26	2026-27	2027-28	2028-29	Totals
CRA	NEW	Streetlight Enhancement	-	75,500	-	-	75,500
CRA	NEW	Parking Solutions	625,000	-	-	-	625,000
NE-CRA	NEW	Information Kiosk	30,000	-	39,000	-	69,000
Parks	NEW	Waterfront Master Plan	525,000	-	-	-	525,000
Parks	NEW	Evans Park Ampitheater - Result of waterfront master plan, Phase I	1,995,000	-	-	-	1,995,000
Parks	NEW	Summerview Park - Musco Field Lighting - Pickleball & Basketball Courts	223,335	-	-	-	223,335
Parks	NEW	Lincoln Ballfields - Musco Field Lighting Update	320,000	-	-	-	320,000
Parks	NEW	Community Building Interior Renovations	210,000	-	-	-	210,000
			3,928,335	75,500	39,000	-	4,042,835

ELECTRIC (FUND 415)
CAPITAL IMPROVEMENTS REQUEST

CITY OF MOUNT DORA

Project #	Project Name	New Projects 2024-25	2025-26	2026-27	2027-28	2028-29	Total
EL2220	Substation	270,000	122,000	125,500	129,000	132,500	979,000
EL2202	Advanced Metering Infrastructure (AMI) - Addt. funds	650,000	787,000	90,000	90,000	90,000	2,307,000
EL2402	Mount Dora Groves - Developer Project - Addt. funds	312,500					312,500
EL2302	Roundabout - 19A & Eudora Rd.	156,500					227,500
EL2301	Commercial Underground - Dora Drawdy Underground Conversion	20,000					220,000
NEW	Donnelly St UG Conversion w/ SL -Commercial UG	368,000		167,000	116,000	-	651,000
NEW	Yardly - Developer's Reimbursed	814,500					814,500
NEW	One Oak - Developer's Reimbursed	400,000					400,000
	5 year CIP planning						
NEW	M599 - New Circuit - MD Groves			175,000			175,000
NEW	M595 11th street	-	-	571,000	-	-	571,000
NEW	Baker St. UG Conversion-Commercial UG	-	-	-	322,000	-	322,000
NEW	Old Eustis Circuit Tie	-	-	-	-	397,000	397,000
NEW	Sylvan Shores UG Conversion	-	-	-	-	397,000	397,000
	TOTAL USES	$ 2,991,500	$ 909,000	$ 1,128,500	$ 657,000	$ 1,016,500	$ 7,773,500

All of the above projects <u>are fully funded</u> for this year and are already incorporated into the budget

Water/Wastewater (Fund 425) capital improvements request

Project #	Project Name	New Projects 2024-25	2025-26	2026-27	2027-28	2028--29	Total
NEW	WWTP #2 New mirror plant - Engineering/design 24-25	6,300,000	36,000,000	36,000,000			78,300,000
WA2403	Eudora Roundabout Utility Relocation - Addt. Funding	300,000					300,000
NEW	WTP #1 Perimeter Fencing	39,000					39,000
NEW	WTP #1 Well #1 Abandonment	68,200					68,200
NEW	WTP #2 AC for High Service Pump Room	47,000					47,000
NEW	WWTP #1 Clarifier Rehab	1,102,500					1,102,500
NEW	WWTP #1 Bar Screen Replacement	440,000					440,000
NEW	WWTP #1 Downtown Forcemain Replacement	4,400,000					4,400,000
NEW	WWTP #2 Mixer Installation	178,500					178,500
NEW	WWTP #2 Aeration Basin Automation	265,000					265,000
NEW	WWTP #2 RAS VFD Conversion	222,500					222,500
NEW	WWTP #2 Bar Screen Rehab	131,250					131,250
NEW	WWTP #2 Turbine Mixer Replacement	78,750					78,750
NEW	Sanitary Sewer Inspection	110,000					110,000
NEW	Generator Replacement at Lift station 9 & 15	148,200					148,200
NEW	Collections system Pipe Lining	262,500					262,500
NEW	Engineering Study Potable - Lakeshore Drive	140,000					140,000
NEW	Lift Station Rehab Project - R&R?	720,500					720,500
NEW	Replacement of 8" Force main sanitary line at Sunrise Blvd.	225,750					225,750
NEW	Engineering Study Potable Water Service Area Near Lakeshore Drive for Water Main Improvements	140,000					140,000
WW2216	Utility GIS	194,250	210,250				404,500
	TOTAL USES	**$ 15,513,900**	**$ 36,210,250**	**$ 36,000,000**	**$ -**	**$ -**	**$ 87,724,150**
	Total without WWTP #2 Mirror Plant	**$ 9,541,650**			**$ -**	**$ -**	**$ 9,541,650**

Water/Wastewater (Fund 425) capital improvements revised

Project #	Project Name	New Projects 2024-25	2025-26	2026-27	2027-28	2028--29	Total
NEW	WWTP #2 New mirror plant - Engineering/design 24-25	6,300,000	36,000,000	36,000,000			78,300,000
WA2403	Eudora Roundabout Utility Relocation - Addt. Funding	300,000					300,000
WW2216	Utility GIS	194,250	210,250				404,500
	TOTAL USES	$ 6,676,750	$ 36,210,250	$ 36,000,000	$ -	$ -	$ 79,004,500

All of the above projects <u>are fully funded</u> for this year and are already incorporated into the budget

Stormwater (Fund 445) Capital Improvements Request

Project #	Project Name	New Projects 2024-25	TOTAL FY24-25 BUDGET	2025-26	2026-27	2027-28	2028-29	Total
SW2406	Forrest Park Drainage and Paving - Addt. funds for Construction	105,000	105,000	-	-	-	-	105,000
SW2405	Street Resurfacing and Repair - St. Andrews Country Club	1,575,000	1,575,000					1,575,000
SW1901	Donnelly St Drainage Improvements	900,000	900,000					900,000
NEW	Unser Pond Relocation	180,000	180,000	1,500,000	-	-	-	1,680,000
NEW	Liberty Avenue Stormwater Implement Phase II (from tracks to lake)	980,000	980,000		-	-	-	980,000
NEW	Liberty Avenue Storm Sewer Installation - Railroad Crossing to Tremain		105,000	105,000	1,350,250			
NEW	Johns Street Roadway Improvements	115,500	115,500	720,000				835,500
	TOTAL USES	$ 3,960,500	$ 3,960,500	$ 3,570,250	$ -	$ -	$ -	$ 7,530,750

Stormwater (Fund 445) Capital Improvements Revised

Project #	Project Name	New Projects 2024-25	TOTAL FY24-25 BUDGET	2025-26	2026-27	2027-28	2028-29	Total
SW2406	Forrest Park Drainage and Paving - Addt. funds for Construction	105,000	105,000	-	-	-	-	105,000
SW2405	Street Resurfacing and Repair - St. Andrews Country Club	1,575,000	1,575,000					1,575,000
SW1901	Donnelly St Drainage Improvements	900,000	900,000					900,000
	TOTAL USES	$ 2,580,000	$ 2,580,000	$ -	$ -	$ -	$ -	$ 7,530,750

All of the above projects cannot be funded at this time. Recommending utilization of fund balance to fund necessary projects.
In Raftelis Rate Study in 22-23, we have only incorporated $300,000 a year in Capital Projects

Enterprise funds

Enterprise Funds explained

- Account for a “business type activities” – similar to those found in the private sector
- Laws and regulations require that the activities cost of providing services including capital expenses be recovered fully with fees and charges for service instead of taxes
- Activities in this fund to be financed solely with revenue debt instead of governmental obligation debt

Enterprise funds Budget Overview

	FY 2024/25 Proposed
Enterprise Funds Operating Budget	**$ 22,738,825**
Electric	10,155,761
Water/Wastewater	8,452,185
Sanitation	3,473,307
Stormwater	657,572
Capital Outlay portion	**$ 265,000**
Electric	265,000
Water/Wastewater	-
Stormwater	-
Capital Improvement Projects portion	**$ 12,365,750**
Electric	2,991,500
Water/Wastewater	6,794,250
Stormwater	2,580,000
Enterprise Debt portion (Principal and Interest)	**$ 1,695,593**
Water/Wastewater	1,695,593
TOTAL BUDGET	**$ 37,065,168**

	FY 2024/25 Proposed
Electric	13,412,261
Water/Wastewater	16,942,028
Sanitation	3,473,307
Stormwater	3,237,572
TOTAL BUDGET	**$ 37,065,168**

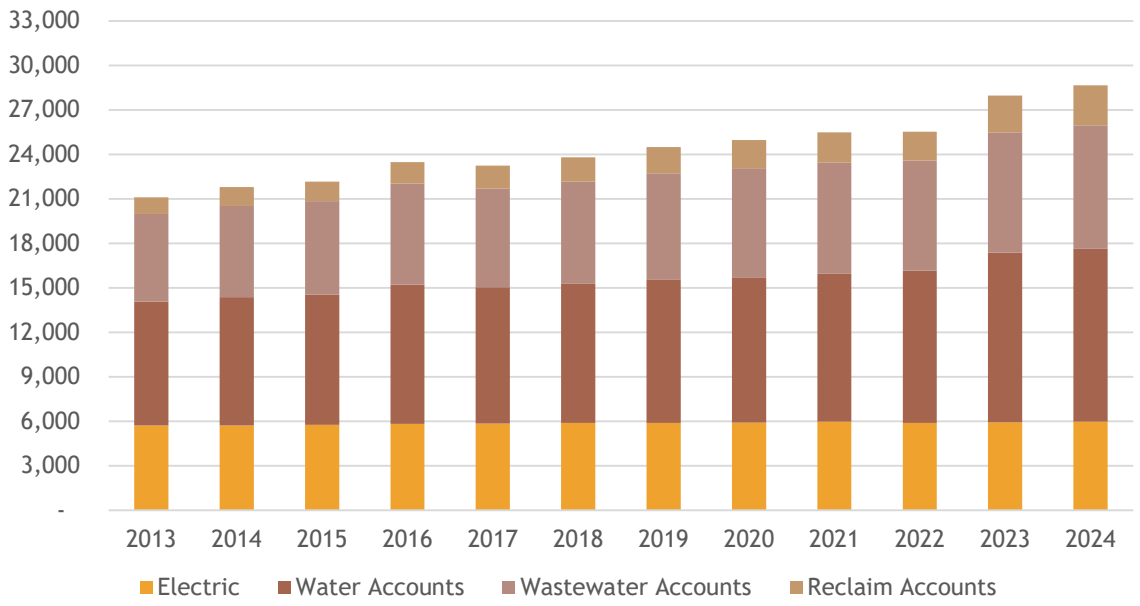
Rates Recap

Rates	
Electric	Reviewed with Electric Dept. Director
Water:	8.5% increase per 22-23 Raftelis Study
Wastewater:	13.75% increase per 22-23 Raftelis Study
Sanitation	$.44 Increase from $25.00 to estimated $25.44 monthly *- to help recover reserves**
Stormwater	$18.90 Monthly *- to accommodate CIP*

All the rates will be re-evaluated by December and taken to council for approval – all have effective date as of January 1st

Utility Customer Base

	Number of Customer Accounts
Electric	5,972
Electric	5,972
Water/Wastewater	22,688
Water Accounts	11,665
Wastewater Accounts	8,338
Reclaim Accounts	2,685
Sanitation	6,774
Sanitation	6,774
Stormwater	6,923
Stormwater	6,923
TOTAL NUMBER OF ACCOUNTS	**42,357**



Electric fund

Electric Rates

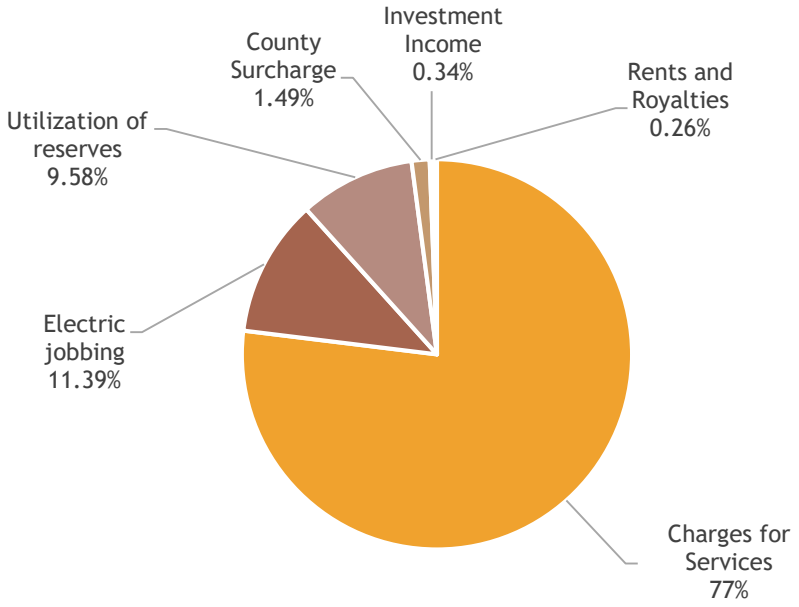
Electric Rates consist of two major components and are adjusted every October and April or as necessary to recover fuel costs

- Power Cost
- Base Rate

Power Cost	Base Rate
Power Cost Charge incorporates: -Wholesale Power rate - Fuel Cost projections - Transmission Service	Perform detailed rate study no less than every three years – Current Reso.
Power Cost charge is simply a “pass-through” mechanism to recover actual purchase of power from OUC	During a year when no rate study is performed – increase per Annual Price index – Florida Public Service Commission
Power Cost Charge is updated every 6 months due to potential fluctuations energy sales and fuel costs	With the new base rate increase and power cost charge, the plan is to keep the overall rate with no increase

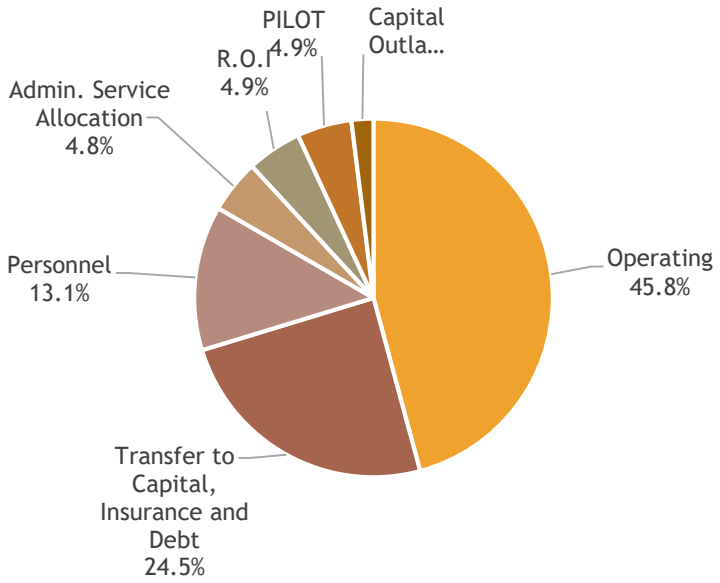
Electric Revenues

REVENUES	FY 2024/25 Proposed	% of Total
Charges for Services	$10,320,052	76.94%
Electric jobbing	$1,527,000	11.39%
Utilization of reserves	$1,285,209	9.58%
County Surcharge	$200,000	1.49%
Investment Income	$45,000	0.34%
Rents and Royalties	$35,000	0.26%
Total	**$13,412,261**	**100%**



Electric Expenditures

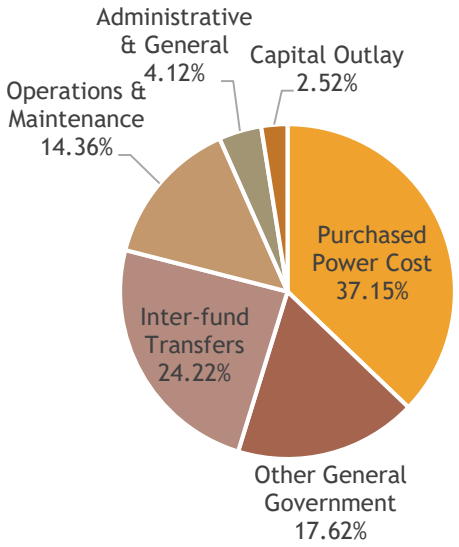
EXPENSE	FY 2024/25 Proposed	% of Total
Operating	$6,143,848	45.81%
Transfer to Capital, Insurance and Debt	$3,283,576	24.48%
Personnel	$1,750,500	13.05%
Admin. Service Allocation	$644,137	4.80%
R.O.I	$663,300	4.95%
PILOT	$661,900	4.94%
Capital Outlay	$265,000	1.98%
Total	**$13,412,261**	**100%**



All projects reviewed earlier are incorporated into this budget

Electric Divisions

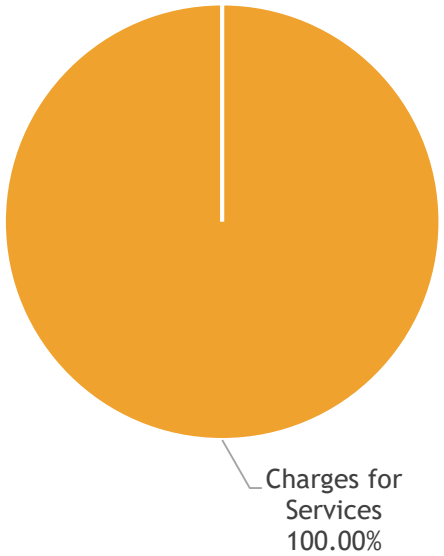
Division Expenditures	FY 2024/25 Proposed	% of Total
Purchased Power Cost	$4,982,600	37.15%
Other General Government	$2,363,101	17.62%
Inter-fund Transfers	$3,248,576	24.22%
Operations & Maintenance	$1,926,619	14.36%
Administrative & General	$552,865	4.12%
Capital Outlay	$338,500	2.52%
Total	**$13,412,261**	**100%**



Water/Wastewater fund

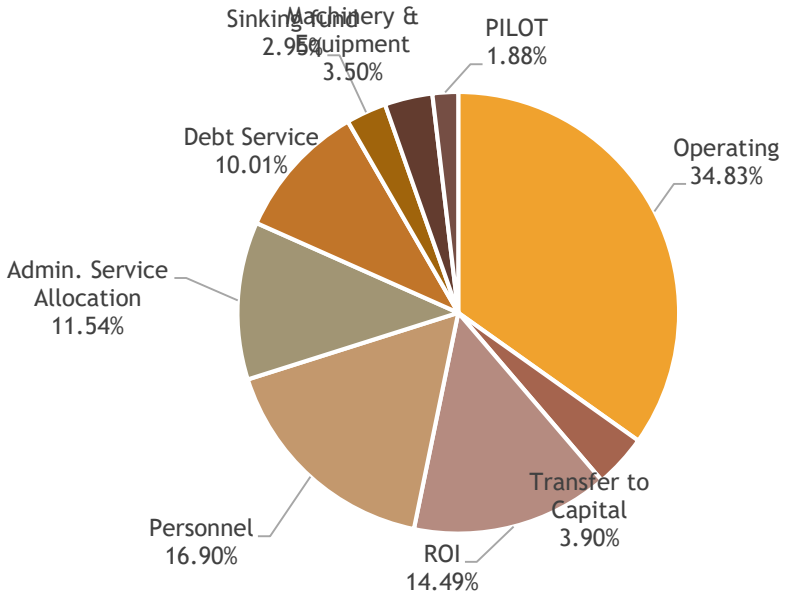
Water/Wastewater Revenues

REVENUES	FY 2024/25 Proposed	% of Total
Charges for Services	$16,942,028	100.00%
Total	**$16,942,028**	**100%**



Water/Wastewater Expenditures

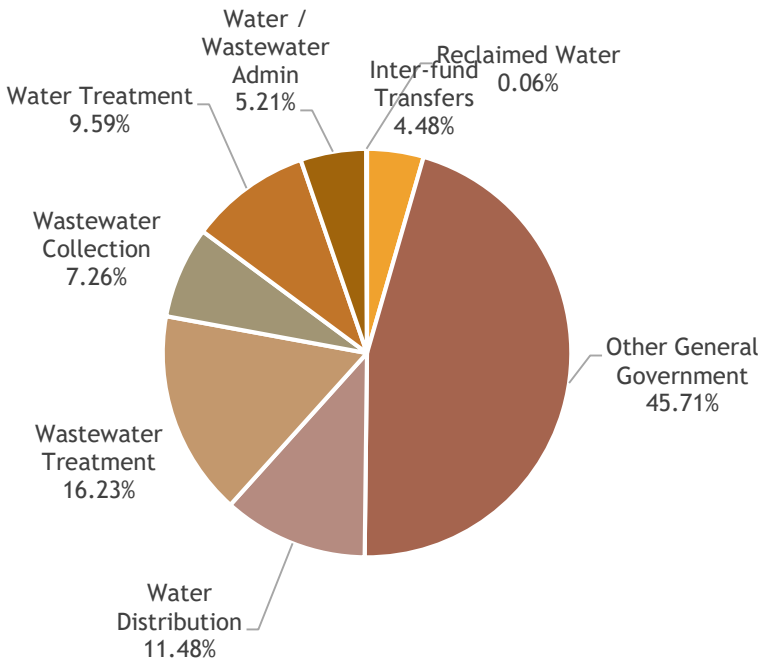
EXPENDITURES	FY 2024/25 Proposed	% of Total
Operating	$5,900,802	34.83%
Transfer to Capital	$661,122	3.90%
ROI	$2,455,000	14.49%
Personnel	$2,862,700	16.90%
Admin. Service Allocation	$1,955,561	11.54%
Debt Service	$1,695,593	10.01%
Sinking fund	$500,000	2.95%
Machinery & Equipment	$592,800	3.50%
PILOT	$318,450	1.88%
Total	**$16,942,028**	**100%**



All projects reviewed earlier are incorporated into this budget

Water/Wastewater Divisions

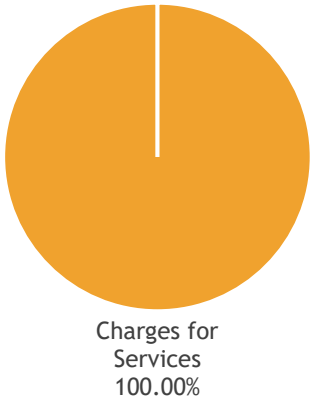
Division Expenditures	FY 2024/25 Proposed	% of Total
Inter-fund Transfers	$758,274	4.48%
Other General Government	$7,743,729	45.71%
Water Distribution	$1,945,396	11.48%
Wastewater Treatment	$2,749,496	16.23%
Wastewater Collection	$1,229,667	7.26%
Water Treatment	$1,624,103	9.59%
Water / Wastewater Admin	$881,963	5.21%
Reclaimed Water	$9,400	0.06%
Total	**$16,942,028**	**100%**



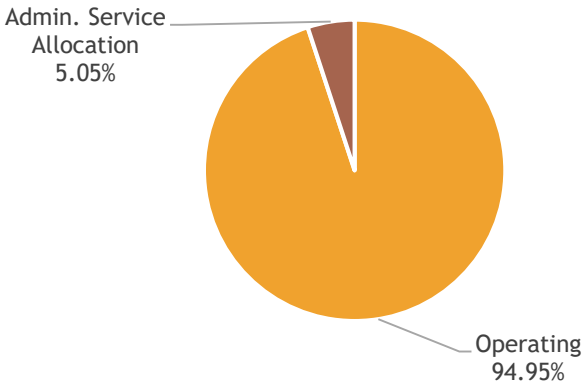
Sanitation fund

Sanitation Revenues/Expenditures

REVENUES	FY 2024/25 Proposed	% of Total
Charges for Services	$3,473,307	100.00%
Total	**$3,473,307**	**100%**



EXPENDITURES	FY 2024/25 Proposed	% of Total
Operating	$3,297,988	94.95%
Admin. Service Allocation	$175,319	5.05%
Total	**$3,473,307**	**100%**

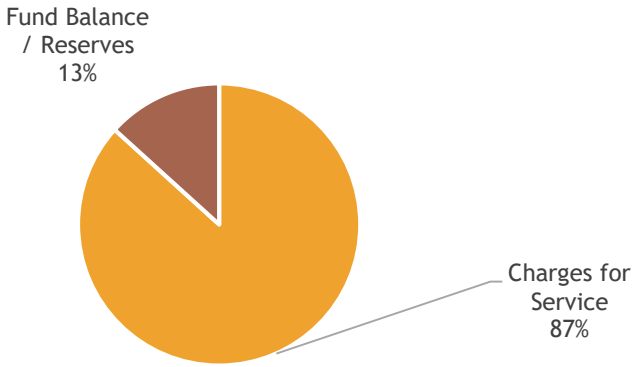


Projected 15% increase to recover projected deficit

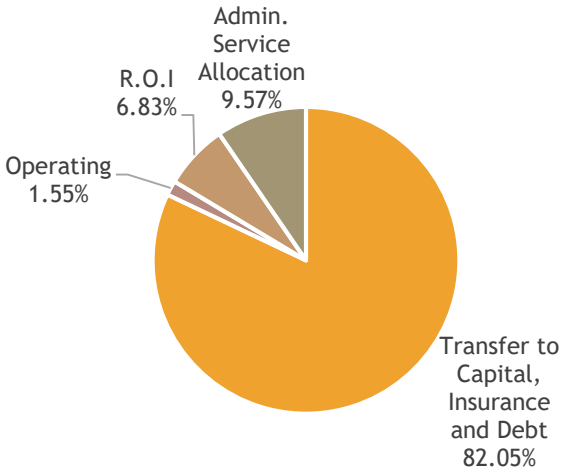
Stormwater fund

Stormwater Revenues/Expenditures

REVENUES	FY 2024/25 Proposed	% of Total
Charges for Service	$2,807,751	86.72%
Fund Balance / Reserves	$429,821	13.28%
Total	**$3,237,572**	**100%**



EXPENDITURES	FY 2024/25 Proposed	% of Total
Transfer to Capital, Insurance and Debt	$2,656,428	82.05%
Operating	$50,169	1.55%
R.O.I	$221,150	6.83%
Admin. Service Allocation	$309,825	9.57%
Total	**$3,237,572**	**100%**



Increase in rate is need to cover use of reserves & increase in cost of CIP

NEXT STEPS

- Budget Workshops
  - Governmental and Internal Service Funds – July 22nd – 6:00 pm
  - Final Budget Workshop – August 26th – 6:00 pm
- Meeting for Action Items
  - Set Maximum Millage – July 16th – Regular Council Meeting 6 pm
- Public Hearings
  - Fire Assessment September 10th – 6:00 pm
  - 1st Millage Rate and Budget, Tuesday September 3rd – 6:00 pm
  - 2nd Millage Rate and Budget, Tuesday September 17th – 6:00 p.m.

QUESTIONS

??

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Crissy Stile called to order the July 16, 2024, City Council Regular Session in the Mount Dora City Hall Council Chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Councilmember Bryant.

ROLL CALL

Members Present

Crissy Stile, Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Steve Langley, Acting/Assistant City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Members Not Present

Marc Crail, Vice-mayor

PRESENTATIONS

1. Fire Department Future Programming

Mount Dora Fire Chief Joseph Hightower presented information regarding the planned future programming for the department. He reviewed call volume statistics, unit response to jurisdictions, and comparisons to jurisdiction response statistics from prior years. Since 2021, the department doubled its response to events within the Mount Dora jurisdiction.

Chief Hightower presented statistics regarding the City's hydrants and fire prevention inspections. He told Council additional fire inspectors would be helpful and related his experience at the federal level with fire inspection staffing numbers.

Chief Hightower presented information on firefighter training and instructor hours. He provided information regarding mental health wellness and peer support, explaining the effect of stressors on those in the department, and the inter-departmental support he witnessed after a recent difficult call.

Chief Hightower provided information on bond fund history since 2018, and on the renovations of the apparatus bay and the administration and living quarters at Station 34. He spoke about his hope for a Mount Dora training facility, and of the value of accreditation and Mount Dora's status among accredited departments.

City Fire Inspector Mike Smith inspects the food trucks that visit the City for events. Life Safety inspections for vacation rentals was discussed. The City's Building Inspector inspects vacation rentals. The City must be made aware of the existence of a rental property in order to inspect it

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The decrease of calls outside the City was discussed. Some cities charge for the use of their training facilities. Accreditation does not directly affect the department's Insurance Services Organization (ISO) rating.

Mayor Stile requested information about cities that hire outside personnel to inspect hydrants. Public Works performs the hydrant repair in the City. The timeline for repair was discussed.

2. Home Rule Hero Award Presentation
Florida League of Cities representative Lynn Tipton presented Florida League of Cities Home Rule Hero awards to Councilmember Cal Rolfson and Councilmember Doug Bryant.

3. Mount Dora Fun Fact
Mayor Stile spoke about the recent accomplishment of Eagle Scout candidate Ben Solomon, who completed a project at Palm Island Park installing rope to mark boundaries on the hiking paths. Photos of the project were presented on the monitors in the Council Chamber. The project installed over one mile of rope and 640 posts.

PUBLIC COMMENT

Mayor Stile opened public comment.

Lillie Taylor, 704 Pine Avenue, spoke about stormwater in the Northeast area, which has been a problem for over thirty years. Ms. Taylor's property has been negatively affected by this issue since 1994, and Ms. Taylor has been unable to use her home since a storm on June 28th. Ms. Taylor spoke about the work she has been performing on her house since the flood, and about the ramifications of additional flooding that occurred since June 28th.

Mayor Stile directed Mr. Langley to have the City reach out to Ms. Taylor tomorrow.

Freddie Allen, 721 Pine Avenue, spoke about flooding he is similarly experiencing. He asked for the City's assistance in the Northeast community.

Mayor Stile told those present that Council has directed the City to prioritize stormwater solutions in the Northeast.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

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

APPROVAL OF CONSENT AGENDA

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1. Request Approval of Task Authorization with DRMP, Inc. for Design of Underdrainage and Pavement Restoration Tremain Street at Grantham Point Park

2. Request Approval of Task Authorization with DRMP, Inc. for Design of Underdrainage on Donnelly Street at the Mount Dora Welcome Sign

3. Request Approval of Task Authorization #7 Authorizing Underground Conduit Installation with Bellmore Enterprises Incorporated for Dora Drawdy Underground Conversion Project

4. Request Approval of the Memorandum of Understanding (MOU) for the City- County Investigative Bureau (CCIB)

5. Request Approval of Piggyback Agreement with RCM Utilities, LLC (Sanitary Sewer, Manhole, Vault, and Lift Station Rehabilitation)

6. Request Approval for the Purchase and Installation of Police Vehicle Emergency Equipment Under an Agreement with DANA Safety Supply

7. Request Approval to Apply for Florida's Urban and Community Forestry-Capacity Grant (UCF-C) and Request Authorization for the Mayor to Sign the Application Once Complete

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval of Agreement with Halff Associates, Inc. for Professional Consultant Services Wastewater Treatment Plant 2 (WWTP 2) Expansion

Public Works Director George Marek explained that the decision being presented to Council is the selection of the consultant to engineer the mirroring of Waste Water Treatment Plant 2. Completion of this project will double the City's capacity at its existing site. Halff was selected through a Request for Quote process.

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

Sewer impact fees are being used to fund this project.

MOTION BY COUNCILMEMBER DAWSON TO APPROVE THE AGREEMENT WITH HALFF ASSOCIATES, INC. FOR PROFESSIONAL CONSULTANT SERVICES WASTEWATER TREATMENT PLANT 2 (WWTP 2) EXPANSION; COUNCIL-MEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES ***Dawson***
Walker
Cataldo
Rolfson
Bryant
Stile
NO ***None***

2. Request Approval of the Agreement Between the School Board of Lake County and the City of Mount Dora for the School Resource Officer (SRO) Program

Mount Dora Police Chief Michael Gibson provided history on the School Resource Officer (SRO) Program. The program mentors, educates and builds trust between law enforcement and students. Florida Statute 1006.12 establishes the requirement for safe-school officer programs throughout the state. These programs contribute to a safe environment for school employees and students. The recommended ratio is one officer for every 1,000 students.

Chief Gibson explained the funding of the SRO program. The City will be reimbursed for salary and benefits for the four officers for the actual hours worked at the school during the school year. The estimated salary and benefits of the four SRO officers is $339,658. The Lake County School Board will reimburse the City an estimated $242,986.

Chief Gibson recommended Council approve the agreement for the SRO program.

The City, in keeping with recommended statistics, is increasing the number of SROs from three to four. The increase is due to an increase in the number of students at Mount Dora High School.

Chief Gibson spoke about the training and development of those in the position.

Councilmember Cataldo asked about training specifically related to dealing with children. Chief Gibson explained how the program prepares the SROs for working with children.

Councilmember Dawson asked if the SRO numbers affect the City Police Department's staffing numbers. The SROs are already factored into the department's reported staffing numbers and ratios.

Councilmember Bryant asked about the cost to the City with the addition of a fourth SRO. Chief Gibson explained the change of cost and its relation to the addition of an SRO.

Mayor Stile opened public comment.

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Cathy Hoechst, 601 McDonald Street, spoke of the demonstrations of respect she witnesses between SROs and students during her time at the schools as a Key Club advisor.

Mayor Stile closed public comment.

Councilmember Walker expressed concern that Officer Robert Thomas, who had developed strong relationships with youths in the Northeast, will be reassigned to SRO duty. Chief Gibson spoke about Officer Thomas's goal to coach students and remain a significant presence to the community.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY AND THE CITY OF MOUNT DORA FOR THE EDUCATIONAL RESOURCE OFFICER PROGRAM; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Dawson
Bryant
Stile
NO None

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of Resolution No. 2024-14, Maximum Millage Rate for Fiscal Year 2024-2025 Budget

Mr. Brackins read Resolution No. 2024-14 by title only.

RESOLUTION NO. 2024-14

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE PROPOSED MILLAGE RATE OF 6.6000 MILLS FOR FISCAL YEAR 2024-25 FOR THE CITY OF MOUNT DORA, FLORIDA; PROVIDING FOR THE PROPOSED LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING A PUBLIC HEARING SCHEDULE FOR BUDGET ADOPTION; PROVIDING FOR CERTIFIED COPIES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Acting City Manager Steve Langley made clear that the rate set by this resolution is not the projected actual millage rate for the 2024-2025 fiscal year. The rate established by this resolution is the maximum to which the millage rate may be raised. It is not the anticipated

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actual millage rate for the upcoming fiscal year.

City Budget Officer Matthew Dodson explained that this rate is called the "millage cap" because, once established, it cannot be increased without additional administrative and financial burden to the City

Mr. Dodson reviewed the current operating millage rate and the fiscal year 2024-25 gross taxable value certified by the Lake County Property Appraiser. The resolution's rolled-back millage rate is 5.6642 per $1,000 assessed value. The proposed maximum millage rate of 6.6000 mills is a 16.52% increase over the rolled-back millage rate.

City Council must authorize the advertisement for the maximum millage rate for the upcoming budget year and schedule and promote budget hearing dates in September. The public hearings for millage and budget considerations would be, for the first public hearing, Tuesday, September 3, 2024; and for the second public hearing, Tuesday, September 17, 2024.

The content of Resolution No. 2024-14 is consistent with the information provided at the June 10th and July 18th workshop discussions.

After being questioned by Councilmember Cataldo, Mr. Brackins explained the effect of a sizeable millage rate increase in the face of homesteaded property exceptions.

It was emphasized that the maximum millage rate is not the actual millage rate. It is customary to set the maximum rate higher than actually intended rate.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2024-14, MAXIMUM MILLAGE RATE FOR 24/25 BUDGET; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES ***Rolfson***
Dawson
Cataldo
Walker
Bryant
Stile
NO ***None***

2. Request Adoption of Resolution No. 2024-29, Approval of Aerial Fireworks Display at the July 27, 2024, Last Call Mount Dora Summer Concert Event

Mr. Brackins read Resolution No. 2024-29 by title only.

RESOLUTION NO. 2024-29

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2024 LAST CALL SUMMER CONCERT EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Brackins informed Council about the correction to the resolution number, which was listed on the agenda as Resolution No. 2024-28.

Cultural and Special Event Manager Chris Carson spoke about the event and its effect on the community as it collects school supply donations. He spoke of the various benefits and appealing qualities of the event. He told Council that Mount Dora real estate firm Spouses with Houses is wholly sponsoring the fireworks portion of the event.

Councilmember Rolfson spoke of the great need for school supply donations.

Councilmember Dawson spoke positively about the Spouses with Houses sponsorship.

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

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2024-29, APPROVAL OF THE AERIAL FIREWORKS DISPLAY FOR THE LAST CALL MOUNT DORA SUMMER CONCERT EVENT; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES ***Walker***
Cataldo
Rolfson
Dawson
Bryant
Stile
NO ***None***

3. Request approval of Final Reading of Ordinance No. 2024-14, Land Development Code Amendment

Mr. Brackins read Ordinance No. 2024-14 by title only.

ORDINANCE NO: 2024-14

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE RELATED TO WOLF BRANCH INNOVATION EMPLOYMENT (WBI-E), WOLF BRANCH INNOVATION GATEWAY (WBI-G), AND PLANNED UNIT DEVELOPMENT ZONING DISTRICTS WITH REVISIONS TO LAND USE CATEGORY AND ZONING DISTRICTS COMPATIBILITY AND SITE DESIGN STANDARDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO THE CITY OF MOUNT DORA LAND DEVELOPMENT CODE, CHAPTER I, OVERVIEW, SECTION 1.4 AND CHAPTER III, ZONING REGULATIONS, SECTION 3.4, ESTABLISHMENT OF ZONING DISTRICTS; 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.

Mr. Langley explained that this is the final reading of the ordinance for Land Develop Code changes related to Planned Unit Developments (PUDs.) Adoption of this ordinance maintains the City's development standards for PUDs. There have been no changes since the first reading.

Mayor Stile opened public comment.

Logan Opsahl, who is associated with Lowndes Law at 215 North Eola Drive, presented his thoughts, comments and concerns regarding PUDs no longer being allowed in the Wolf Branch Innovation District. Lowndes represents the Vista Ridge mixed-use planned unit development, and Mount Dora South and North. He expressed his concern with the impact of this ordinance on PUDs in the district on those projects. He spoke of the City's opportunity for input on development through their Joint Planning Agreement with Lake County, and its value for market participants and City staff. The ordinance may adversely affect pending projects in the Wolf Branch district that are part of Lake County. Mixed zoning offers the most appropriate zoning for mixed use. There may be a mismatch of zoning and future land use designations, and there is concern that without a PUD, a project may not be able to annex into the City. He fears the ordinance undermines the JPA review and procedure that allows City and county staff to work together. He fears the adoption of this ordinance may disincentivize projects entitled in the county from annexing into the City.

Mr. Brackins explained that the overriding purpose of the ordinance is to address the issues that the City recently encountered. The ordinance would not impact projects currently in the pipeline. Annexation agreements can include entitlements. The changes in the ordinance will not affect pending projects or project currently entitled in the City.

The ordinance meant to address prior problems, and the public's and staff's concerns. It may be amended in the future if problems or inconsistencies arise. Staff's recommendation is to continue to work in good faith with the mentioned projects.

Mayor Stile opened public comment.

Joe Lewis, 148 Charles Avenue, referenced impact fees he believes were lost because of the way the Groves was handled, and compared the current conditions to that incident.

Mayor Stile closed public comment.

Councilmember Dawson explained the City did not lose impact fees from the Groves South, but, because of annexation arrangements, the City is entitled to impact and permitting fees.

MOTION BY COUNCILMEMBER BRYANT TO APPROVE THE FINAL READING OF ORDINANCE NO. 2024-14, LAND DEVELOPMENT CODE AMENDMENT; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES ***Bryant***
Rolfson
Cataldo
Dawson
Walker
Stile
NO ***None***

4. Request Approval of First Reading of Ordinance No. 2024-19, 2024 Charter Referendum

Mr. Brackins read Ordinance No. 2024-19 by title only.

ORDINANCE NO. 2024-19

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, SUBMITTING TO THE ELECTORS OF MOUNT DORA PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF MOUNT DORA; PROVIDING BALLOT TITLES, SUMMARIES AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.

Mr. Brackins explained that this ordinance will adopt the questions that will go on the November 5th ballot as options for Charter Amendments.

Council spoke in favor of public education so that voters are well-informed at the polls.

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

The text in the ordinance represents the wording that will be on the ballot. Spanish translations will be written after the second reading of the ordinance is approved.

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MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FIRST READING OF ORDINANCE NO. 2024-19, 2024 CHARTER AMENDMENT; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.

YES Rolfson
Walker
Cataldo
Dawson
Bryant
Stile
NO None

CITY MANAGER'S REPORT
Mr. Langley had nothing to report. Mr. Sandersfeld is attending a conference.

CITY ATTORNEY'S REPORT
Mr. Brackins had nothing to report.

COMMUNICATIONS AND REPORTS
Councilmember John Cataldo recognized Troy Shonk for his team's work on the Community Building landscaping and on the Tremain Trail.

Councilmember Cal Rolfson thanked Mr. Langley for filling in for Mr. Sandersfeld. He spoke favorably about Ben Solomon's completed project at Palm Island Park.

Mayor Crissy Stile commented favorably on Mr. Solomon's project and thanked the Clerk's office for assisting with Mr. Solomon's project documents.

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

There being no further business for discussion, Mayor Stile adjourned the meeting at approximately 7:43 p.m.

_____
CRISSY STILE, MAYOR
City of Mount Dora

_____
JEANANN HAND, CITY CLERK
City of Mount Dora

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CITY OF MOUNT DORA, FLORIDA
CRA BOARD MEETING MINUTES
July 16, 2024, 7:44 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 7:44 p.m. Chairperson Crissy Stile called to order this meeting of the Mount Dora Community Redevelopment Board in the City Hall Council Chamber.

ROLL CALL

Members Present
Crissy Stile, Chairperson
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Members Not Present
Mark Crail, Vice-chair

Also Present
Steve Langley, Acting City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PUBLIC COMMENT

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

ACTION ITEMS

1. Request Approval of Commercial Visual Improvement Program (CVIP) Grant Agreement for the Mount Dora Yacht Club

CRA Administrator and Deputy Planning Director Adam Sumner spoke about the renovation that would be funded by this grant. A Certificate of Appropriateness for the renovation was awarded by the Historic Preservation Board in May of 2024. Staff recommends approval.

The CRA Board and staff discussed the requirements for receiving the grant. Substantial renovation to the exterior of the Yacht Club will take place. The City's grant will help fund the renovation dollar for dollar. The renovation's value to the City is worthwhile. The grant is intended to improve the look of the CRA area. There is no minimum dollar amount required for the grant. The same grant has been provided to other businesses in the past.

The owner must maintain the property for five years or must pay back the award. The amount is prorated. No recipient has been noncompliant with this requirement at this point. If the recipient business is sold, the

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new buyer is responsible for adequately maintaining it.

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

MOTION BY MR. WALKER TO APPROVE THE COMMERCIAL VISUAL IMPROVEMENT (CVIP) GRANT AGREEMENT FOR THE MOUNT DORA YACHT CLUB; MR. ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 5-1 ROLL CALL VOTE.

YES ***Walker***
Rolfson
Cataldo
Dawson
Stile

NO ***Bryant***

ADJOURNMENT

MOTION BY MR. ROLFSON TO ADJOURN; MR. WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 7:52 p.m.

CRISSY STILE, CHAIRPERSON
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

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CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL BUDGET WORKSHOP
MINUTES
July 22, 2024, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Stile called to order the July 22, 2024 Budget Workshop in the Mount Dora City Hall council chamber.

ROLL CALL

Members Present
Crissy Stile, Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Members Not Present
Marc Crail, Vice-mayor

Also Present
Vince Sandersfeld, City Manager
Matthew Dodson, Budget Officer
Jeanann Hand, City Clerk

DISCUSSION ITEM

1. Governmental Funds and Internal Services

Mr. Sandersfeld spoke to Council about the status of the Fiscal Year 2024-2025 budget. The budget is not yet balanced.

Mr. Dodson addressed Council with the material provided in the agenda packet regarding the budget. Mr. Dodson's presentation is attached to the minutes as Exhibit A.

Mr. Dodson explained the Key Drivers for the FY 24/25, including salaries and benefits, which increased in the General Fund by $571,000; health insurance claim costs; uncertain revenues, and inflation.

There is a 2.3 million increase this year, without rollovers. The increase is mainly due to salaries and benefits and is attributable to Health Insurance claim costs. Although the projected increase in this category may not reach 55%, the City is budgeting for that amount at the moment. Mr. Dodson explained that there were several large-ticket claims this year, according to Brown and Brown. The City met with the entire Brown and Brown team to review the material being presented tonight. This increase will not be a trend; it can be described as an anomaly. If the large claims do not actually resolve with a payout from the City, the funds will remain with the City.

Mr. Dodson explained the City is budgeting for the worst; the numbers presented tonight will not be actual numbers, but represent what the City should wisely prepare for in the event of a worst-

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case scenario.

Mr. Dodson spoke about the Truth in Millage (TRIM) notice, which publishes the maximum millage rate, not the actual millage rate. TRIM notices are mailed out by the Lake County Property Appraiser and will most likely be sent out on August 16th, the date noted on their office's tax roll calendar.

Mr. Dodson spoke about the General Fund Divisions.

The budget is not balanced at this point in the process. It was not balanced last year at this time either. At this point last year, the City showed a deficit of 2.5 million. This year, the City is showing a deficit of 2.8 million at this time. This increase is primarily due to increases in health insurance and salaries.

Mr. Dodson explained the rollover is not represented in the material provided to Council at this point.

The Planning & Development department shows a decrease because a salary was moved out of it and a professional services contract was taken on. The Law Enforcement budget increased for several reasons, including pay raises--which were approved by Council, increased health insurance costs, and cost increases for equipment and material required for law enforcement to perform their job duties.

Ammunition, gear, and normal operating costs have increased. Raised salaries had been approved by Council in order to retain staff. That decision accounts for approximately half of the reason for the budget increase in this department. Ammunition cost was discussed.

It was mentioned that current events have contributed to rising ammunition prices. Ammunition companies are supplying war personnel, which raises the cost. Police Department (PD) insurance costs have also increased dramatically. The City considers what surrounding communities offer law enforcement candidates and seeks to remain competitive in order to maintain a high-quality work force. Discussion ensued regarding the City's ability to compete with neighboring jurisdictions. Chief Gibson spoke about maintaining a positive culture and competitive pay. Council discussed past challenges with training officers who did not stay with the Mount Dora Police Department. Councilmember Rolfson mentioned standards must be maintained to ensure accountability. Chief Gibson referenced past years when the force lost good staff because advancement and training were not available to them. Quality training and equipment demonstrates to staff that the City cares about them being there. Chief Gibson extolled the advantages of rich training experiences and high quality gear. PD staffing should be 2.6 officers per 1,000 people. The City is currently meeting that ratio. As growth continues, the City will need to prepare for more. Whether or not the growth is in the City's jurisdiction, the City must plan to be called into service for them. The City has 46 positions allocated for the department, but is operating with 43. Those numbers include the Chief and Deputy Chief. Mr. Dodson explained there is rollover from past years to help with this year. More detailed numbers may be available at the August 16th workshop.

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Mr. Dodson reviewed information regarding Legislative, Executive and Support Services expenditures. Council and staff discussed a staff position moving from the City Manager to the City Clerk budget, resulting in corresponding decreases and increases. Mr. Dodson then reviewed information regarding the Library, Simpson Farmhouse, and Historic Museum revenues and expenditures.

Mr. Dodson continued his presentation, moving on to speak about Leisure Services revenues and expenditures. A decrease in Leisure Services revenue is due to the inclement weather during the Scottish Festival.

Planning and Development revenues and expenditures were reviewed. Mr. Dodson recently learned of a way to decrease planned Economic Development spending. Council and staff discussed recent increases in the number of developer permit fees.

Mr. Dodson presented Law Enforcement revenues and expenditures. He spoke about law enforcement salaries. Council discussed how fines collected from tickets written by the Mount Dora PD contribute to the City's operating budget. There was a question about what "Special Details" are comprised of. The answer will be provided to Council at a later time. The category may be related to special duty details.

Council and staff discussed the effects of having moved the dispatchers to Lake County. Chief Gibson told Council it has had a positive effect and was a win-win situation.

Mr. Dodson then spoke about Fire Protection General Revenue and Expenditures. The expenditure increase does not yet include wage changes that will occur after negotiations. The budgetary effects of the PD and Fire Department (FD) wage negotiations will not be known until later in the year. Adjustments may be made after that information is known.

Mr. Dodson spoke about Public Works and other governmental expenditures. He explained that certain projects will be moved to different categories for greater ease of tracking. He mentioned the effect of the added arborist position. A vehicle was not added for the arborist; that position uses an existing vehicle.

Mr. Dodson further explained what may be listed as "Other General Government" expenditures. He stated items were cut because the City didn't have the funding. Councilmember Bryant asked for clarification of "Other Uses." Mr. Dodson suggested it is primarily related to the arborist position and the arborist's operating budget. Councilmember Bryant asked for a more detailed breakdown of categories such as "Other Uses."

Council and staff discussed Council receiving agenda material sooner in order to have more time to review it prior to the workshop.

Councilmember Dawson requested percentages be presented with the workshop material.

Mr. Dodson then presented information related to Special Revenue funds, starting with the Discretionary Fund.

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Councilmembers and staff discussed the Donnelly Street paving project and its phasing and funding. Donnelly to Limit will cost approximately 4 million to be budgeted in the next budget year, in addition to what has been budgeted already. If the budget is approved as is, Donnelly Street will be improved from Limit to 441. Engineering will be budgeted in the next fiscal year. This 2024-2025 budget request is for the area by the Key Food plaza.

This budget can be rolled over if not used this year. Staff will seek information about whether the Discretionary Fund may be used to pay back a loan.

Funding for stormwater projects in the Northeast will be a priority for the City, although those projects are not heavily represented in the material presented at this workshop. The stormwater impact fee fund is in a different "bucket" in the 24/25 budget, as presented in a different meeting. The funding for 11th avenue traffic-calming was discussed. The Donnelly boardwalk is also in this budget.

Mr. Walker stated he did not see anything in tonight's presentation for the North East. Mr. Dodson explain it wouldn't be included in tonight's presentation because tonight's presentation is governmental funds.

Mr. Dodson moved on to the CRA revenues and expenditures. Mr. Dawson asked if there are funds from the CRAs to pay for PD and Fire Department. CRA Manager Adam Sumner explained how portions of the CRA and North East CRA budget are used to reimburse the City for the services the City provides to the CRAs. This is because CRA funds cannot pay for staff.

Councilmember Rolfson asked about the difference between certain numbers listed in CRA expenditures. Mr. Sumner explained the reasons for the different listings.

Mr. Dodson reviewed the information presented for the Northeast CRA.

Mayor Stile asked about the staffing of the Northeast Recreation Center and if it is the same situation with the CRA reimbursing the City for services provided. Mr. Sumner spoke about the projects that will be on the tax rolls in the next year. Several developments will generate substantial revenue in the coming budget years.

Mr. Dodson spoke about the material provided for the Building Division Fund. The building purchase is not listed in this budget year. It has already been accounted for. The renovation will show up in the upcoming budget.

The City did not increase the Fire Assessment Fee. The Fire Assessment Fee Fund is balanced.

The Cemetery Fund material was presented. Councilmember Walker asked staff if more information was obtained related to the historic African American graves that may exist behind the Pine Forest Cemetery. Parks and Recreation Director Troy Shonk told Council the topic is still being researched. Mr. Shonk offered to speak with Mr. Walker about it in more depth.

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Mr. Dodson reviewed information regarding the Debt Service Fund, and the Summary of Impact Fees. Mr. Dodson told Council the City is still researching opportunities for use of these funds. Mr. Sandersfeld explained how the numbers presented are calculated for projections. The Impact Fee number presented tonight is about two million less than what was presented last year.

Mr. Dodson presented information on Internal Service Funds, and reviewed what qualifies them to be categorized as Internal Service Funds.

Mr. Dodson then presented information related to the Fleet/Warehouse Fund and the Vehicle Replacement Fund. He spoke about the Self Insured Fund. He explained that most medical field costs have increased. Mr. Dodson will follow up with Council to explain the "Other" category in more detail.

Councilmember Rolfson suggested a study to investigate additional options for use of these funds. The City has 222 employees using City insurance.

Mr. Dodson then spoke about Property/Casualty/Workers Compensation Fund. Mr. Dodson would follow up to provide Council (7:40 pm).

Councilmember Rolfson suggested the City may want to schedule an additional Budget Workshop before the Final Budget Workshop on August 26th.

Mr. Sandersfeld spoke about the challenge of balancing the budget and having to remove or delay projects in the process.

Mr. Sandersfeld listed for Council the requests made by Council at this meeting that staff would fulfill. The items include:

1. Defining “Special Details” in Law Enforcement Revenues and Expenditures
2. Providing the amount the City receives from the fines related to tickets written by the Mount Dora PD
3. Defining “Other” in Law Enforcement Revenues and Expenditures
4. Presenting additional comparison columns from previous years and percentages
5. Sending agenda materials to Council further in advance of meeting
6. Providing an answer whether the City may use Discretionary Funds to repay loans
7. Prioritizing drainage stormwater projects and stormwater fund projects in the Northeast
8. Defining more clearly the “Other” category in the 510 Fund.

Mayor Stile provided information about discretionary fund use and how it must be used for transportation, suggesting that may be the reason the Northeast is not listed with the information presented at this meeting.

Mr. Dodson described the next steps in the budget process, which were the TRIM notice mailing on August 16th, the Final Budget Workshop on August 26th, the Public Hearing for Tentative Millage Rate and Budget Adoption on September 3rd, Fire Assessment Public Hearing and Adoption on September 10th, and the Final Millage Rate and Budget Adoption Public Hearing on September 17th.

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ADJOURNMENT

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

There being no further business for discussion, Mayor Stile adjourned the Budget Workshop at 7:47 p.m.

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CRISSY STILE, MAYOR
City of Mount Dora

_____

JEANANN HAND, CITY CLERK
City of Mount Dora

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CITY OF MOUNT DORA

CITY OF MOUNT DORA, FL

Budget workshop
July 22nd, 2024

OVERVIEW

- Key drivers in budget process
- TRIM Notice
- General Fund Overview
- Special Revenue Funds Overview
- Debt Service Fund Overview
- Impact Fee Funds Overview
- Internal Service Funds Overview
- Next steps

FY2025 Key drivers

- Salaries & Benefits
- Health Insurance Claim Costs – estimated claims up 55%
- Uncertain Revenues
- Inflation – CPI at 3.0% YOY in June 2024

TRIM Notice

Proposed Property Taxes TRIM Notice F.S. 200.065(2)

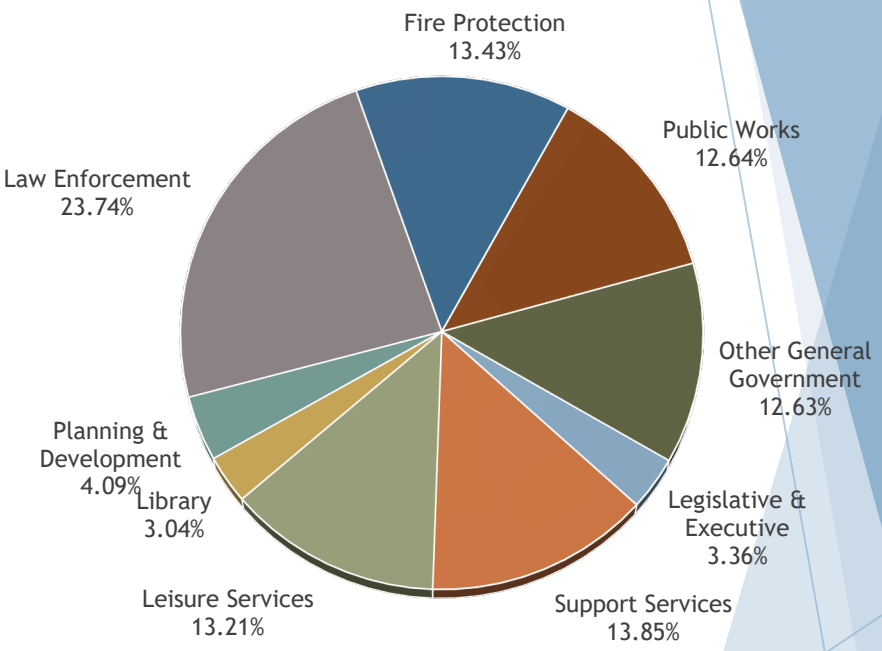
August 16, 2024

This is a task performed by Lake County Property Appraiser. The TRIM notice will have the maximum millage rate shown for all taxing authorities.

General Fund

General Fund Divisions

General Fund Division Expenditures	FY 2024/25 Proposed	% of Total
Legislative & Executive	$1,110,827	3.36%
Support Services	$4,573,873	13.85%
Leisure Services	$4,362,936	13.21%
Library	$1,004,217	3.04%
Planning & Development	$1,350,365	4.09%
Law Enforcement	$7,838,137	23.74%
Fire Protection	$4,433,355	13.43%
Public Works	$4,173,111	12.64%
Other General Government	$4,169,778	12.63%
Total	**$33,016,599**	**100%**



Budget is not balanced at this time – awaiting State Revenues estimates and department's budget cuts

General Fund
Department Comparison of FY 2023-24 Adopted and FY 2024-25 Proposed

General Fund Division Expenditures	FY 2023/24 Adopted	FY 2024/25 Dept Requested	Variance
Legislative & Executive	$1,033,473	$1,110,827	$77,354
Support Services	$4,166,164	$4,573,873	$407,709
Library & Leisure Services	$4,689,572	$5,367,153	$677,581
Planning & Development	$1,381,741	$1,350,365	-$31,376
Law Enforcement	$6,480,441	$7,838,137	$1,357,696
Fire Protection	$3,731,254	$4,433,355	$702,101
Public Works	$2,605,438	$4,173,111	$1,567,673
Other General Government	$6,536,300	$4,169,778	-$2,366,522
Total	**$30,624,383**	**$33,016,599**	**$2,392,216**

Legislative, Executive and support Services Expenditures

Expenditure	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Legislation (1010)	$100,598	$100,695	$97
City Manager (1110)	$409,313	$343,237	-$66,076
City Clerk (1120)	$131,857	$259,095	$127,238
PIO (1130)	$148,455	$122,800	-$25,655
City Attorney (1140)	$243,250	$285,000	$41,750
Finance (1210)	$1,081,158	$1,148,958	$67,800
Customer Service (1220)	$691,332	$772,409	$81,077
Warehouse (1230)	$215,460	$236,391	$20,931
Human Resources (1240)	$536,867	$564,543	$27,676
Information Technology (1250)	$1,641,347	$1,851,572	$210,225
Total	**$5,199,637**	**$5,684,700**	**$485,063**

Library, Simpson Farmhouse & Historic Museum Revenues & Expenditures

Revenues	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Library, Simpson Farmhouse & Historic Museum	$322,283	$328,841	$6,558
Total	**$322,283**	**$328,841**	**$6,558**

Expenditure	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Library, Simpson Farmhouse & Historic Museum (1330)	$1,002,686	$1,004,217	$1,531
Total	**$1,002,686**	**$1,004,217**	**$1,531**

Leisure Services Revenues & Expenditures

Revenues	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Recreation/Parks (0000)	$1,045,167	$990,562	-$54,605
Total	**$1,045,167**	**$990,562**	**-$54,605**

Expenditure	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Leisure Services Admin (1310)	$316,200	$353,100	$36,900
Facility Care (1320)	$400,412	$470,791	$70,379
Recreation/Pool (1340)	$1,857,199	$2,094,206	$237,007
Parks/Community Building (1350)	$1,113,075	$1,444,839	$331,764
Total	**$3,686,886**	**$4,362,936**	**$676,050**

Planning & Development Revenues & Expenditures

CITY OF MOUNT DORA

Revenues	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Permits	$220,000	$330,015	$110,015
Developer's Review Fees	$25,000	$79,075	$54,075
Engineering Fees	$175,000	$192,785	$17,785
Code Enforcement Fines	$10,000	$15,442	$5,442
Total	**$430,000**	**$617,317**	**$187,317**

Expenditure	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Planning & Development (1610)	$877,401	$819,020	-$58,381
Economic Development (1620)	$504,340	$531,345	$27,005
Total	**$1,381,741**	**$1,350,365**	**-$31,376**

Law Enforcement Revenues & Expenditures

CITY OF MOUNT DORA

Revenues	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Intergovernmental	$683,323	$734,528	$51,205
Fines & Forfeitures	$19,737	$19,737	$0
Special Details	$80,000	$131,966	$51,966
Other	$12,000	$12,619	$619
Total	**$795,060**	**$898,850**	**$103,790**

Expenditure	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Law Enforcement Operations (1710)	$6,091,793	$7,385,281	$1,293,488
Law Enforcement Communication (1720)	$205,548	$250,000	$44,452
Code Compliance (1730)	$183,100	$202,856	$19,756
Total	**$6,480,441**	**$7,838,137**	**$1,357,696**

Internal Loan

Balance as of 9/30/23	$684,163.47
Paid up to 6/30/2024	$100,780.00
NET	$583,383.47

Fire Protection – General Revenues & Expenditures

Revenues	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Intergovernmental	$1,101,812	$1,185,957	$84,145
Total	**$1,101,812**	**$1,185,957**	**$84,145**

Expenditure	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Fire (1810)	$3,731,254	$4,433,355	$702,101
Total	**$3,731,254**	**$4,433,355**	**$702,101**

Public Works and Other General Government Expenditures

CITY OF MOUNT DORA

Public Works

Expenditure	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Building Maintenance (1510)	$621,379	$705,623	$84,244
Road & Street Facilities (1520)	$1,984,059	$3,467,488	$1,483,429
Total	**$2,605,438**	**$4,173,111**	**$1,567,673**

Other General Government

Expenditure	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Personnel	$0	$119,200	$119,200
Tax Increment	$1,477,903	$1,708,671	$230,768
Other Uses	$683,106	$111,580	-$571,526
Capital Outlay	$765,255	$452,000	-$313,255
State Pension Contribution	$266,606	$322,563	$55,957
Property Insurance	$386,558	$486,355	$99,797
Transfer to Debt	$319,402	$319,409	$7
Transfer to Construction	$2,570,620	$650,000	-$1,920,620
Total	**$6,536,300**	**$4,169,778**	**-$2,366,522**

General Fund – Department Comparison

General Fund Division Expenditures	FY 2023/24 Adopted	FY 2024/25 Proposed	Variance
Legislative & Executive	$1,033,473	$1,110,827	$77,354
Support Services	$4,166,164	$4,573,873	$407,709
Library,Simpson Farmhouse&Historic Museum	$1,002,686	$1,004,217	$1,531
Leisure Services	$3,686,886	$4,362,936	$676,050
Planning & Development	$1,381,741	$1,350,365	-$31,376
Public Works	$2,605,438	$4,173,111	$1,567,673
Law Enforcement	$6,480,441	$7,838,137	$1,357,696
Fire Protection	$3,731,254	$4,433,355	$702,101
Other General Government	$6,536,300	$4,169,778	-$2,366,522
Total	**$30,624,383**	**$33,016,599**	**$2,392,216**

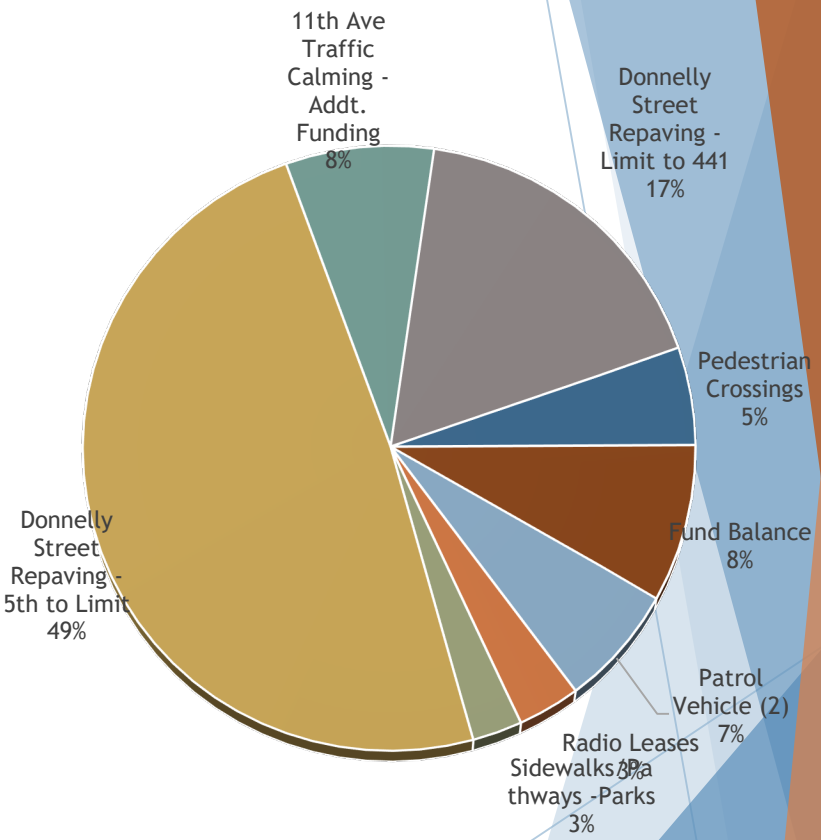
Budget is not balanced at this time – awaiting State Revenues estimates and department's budget cuts

Special Revenue Funds

Discretionary Fund (111) Revenues & Expenditures

REVENUES	FY 2024/25 Proposed	% of Total
Sales & Use Tax	$2,010,252	100.00%
From Fund Balance/Reserves	$0	0.00%
Total	**$2,010,252**	**100%**

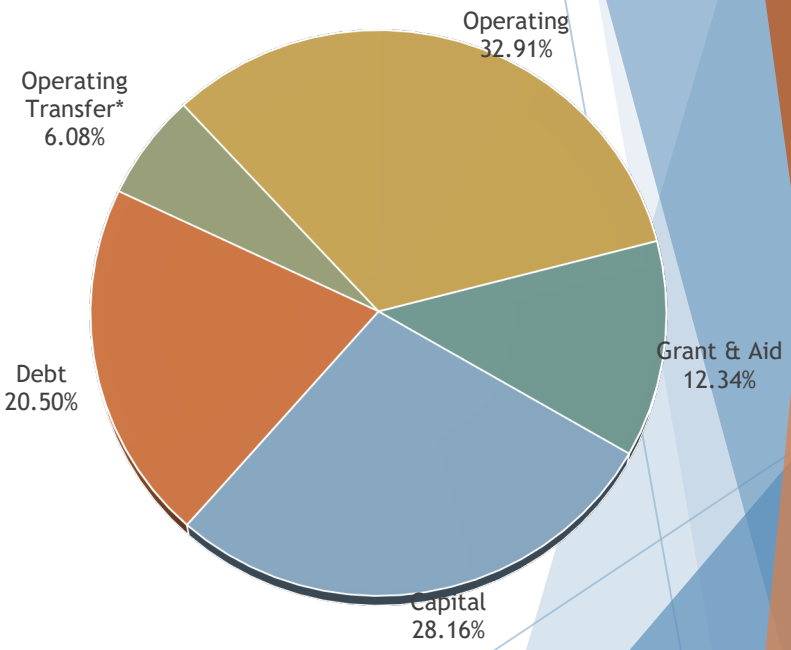
EXPENDITURE	FY 2024/25 Proposed	% of Total
Patrol Vehicle (2)	$130,000	6.47%
Radio Leases	$66,000	3.28%
Sidewalks/Pathways -Parks	$52,500	2.61%
Donnelly Street Repaving - 5th to Limit	$980,000	48.75%
11th Ave Traffic Calming - Addt. Funding	$157,500	7.83%
Donnelly Street Repaving - Limit to 441	$350,000	17.41%
Pedestrian Crossings	$105,000	5.22%
Fund Balance	$169,252	8.42%
Total	**$2,010,252**	**100%**



Community Redevelopment Agency Fund (117) Revenues & Expenditures

REVENUES	FY 2024/25 Proposed	% of Total
Intergovernmental	$1,959,737	96.75%
Fund Balance/Reserves	$65,905	3.25%
Total	**$2,025,642**	**100%**

EXPENDITURE	FY 2024/25 Proposed	% of Total
Capital	$570,500	28.16%
Debt	$415,253	20.50%
Operating Transfer*	$123,213	6.08%
Operating	$666,676	32.91%
Grant & Aid	$250,000	12.34%
Total	**$2,025,642**	**100%**

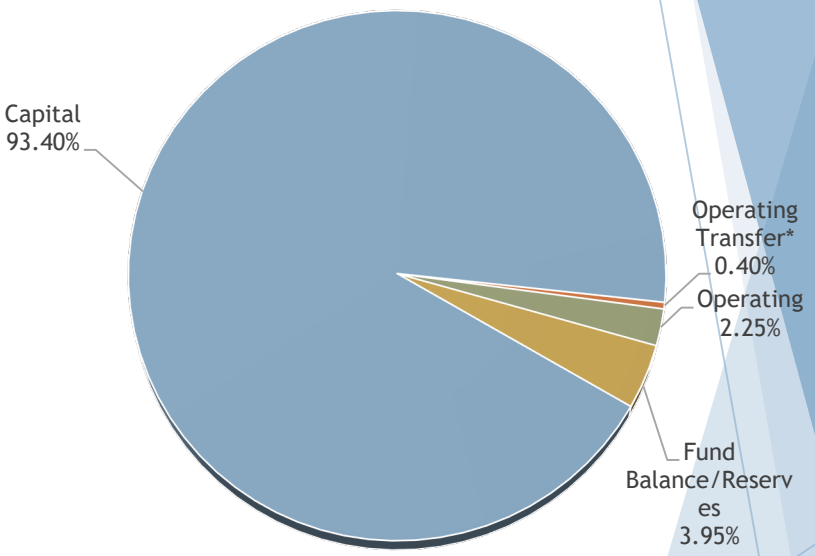


** Cost allocation, Insurance, CRA management - overhead*

Northeast Community Redevelopment Agency Fund (118) Revenues & Expenditures

REVENUES	FY 2024/25 Proposed	% of Total
Debt Proceeds	$16,000,000	91.99%
Fund Balance/Reserves	$0	0.00%
Intergovernmental	$1,393,482	8.01%
Total	**$17,393,482**	**100%**

EXPENDITURE	FY 2024/25 Proposed	% of Total
Capital	$16,245,000	93.40%
Operating Transfer*	$69,822	0.40%
Operating	$390,785	2.25%
Fund Balance/Reserves	$687,875	3.95%
Total	**$17,393,482**	**100%**

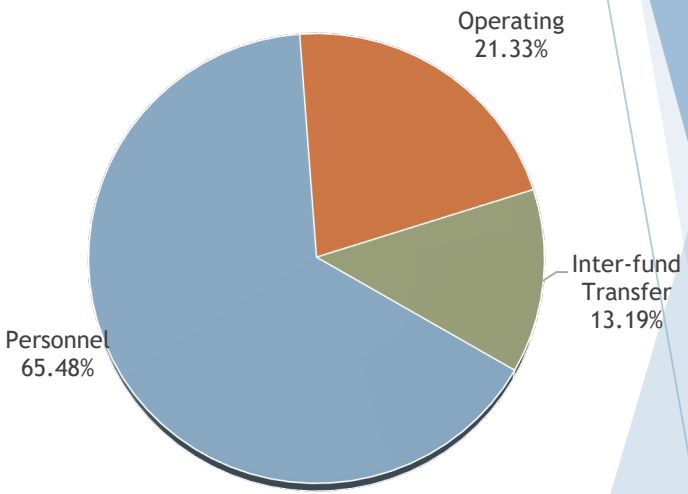


** Cost allocation, Insurance, CRA management - overhead*

Building Division Fund (123) Revenues & Expenditures

REVENUES	FY 2024/25 Proposed	% of Total
Licenses & Permits	1,300,000	60.23%
Charges for Services	126,000	5.84%
Fund Balance/Reserves	732,529	33.94%
Total	**$2,158,529**	**100%**

EXPENDITURE	FY 2024/25 Proposed	% of Total
Personnel	1,413,400	65.48%
Operating	460,314	21.33%
Inter-fund Transfer	284,815	13.19%
Total	**$2,158,529**	**100%**

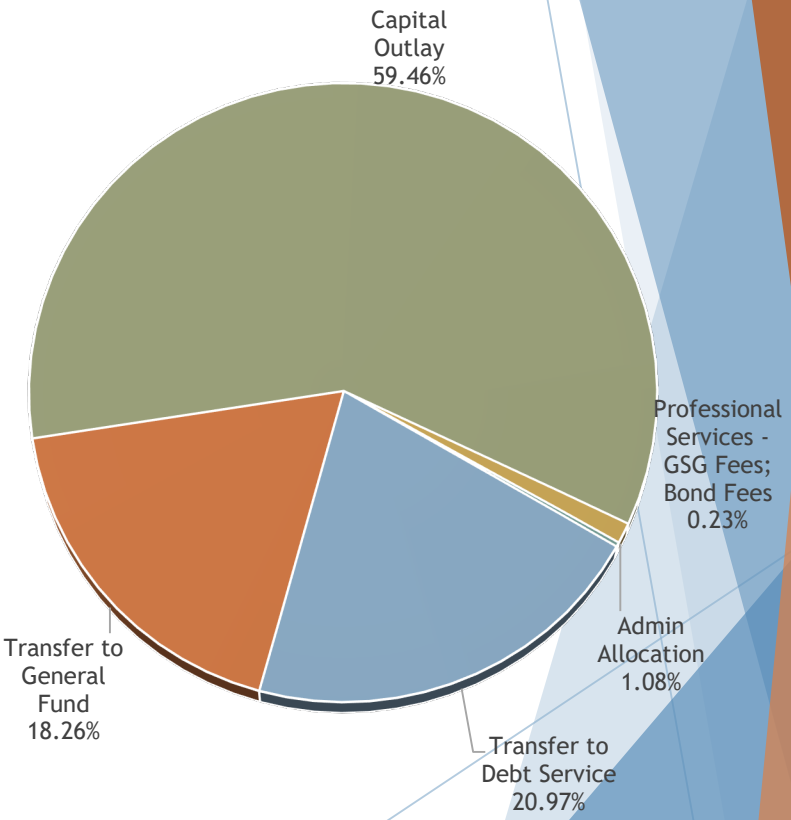


Fire Assessment Fee Fund (131) Revenues & Expenditures

Fire Assessment fee is currently $209 per residential unit.

REVENUES	FY 2024/25 Proposed	% of Total
Fire Assessment Fee	1,976,844	43.96%
Carryover/Fund balance	2,520,000	56.04%
Total	**$4,496,844**	**100.00%**

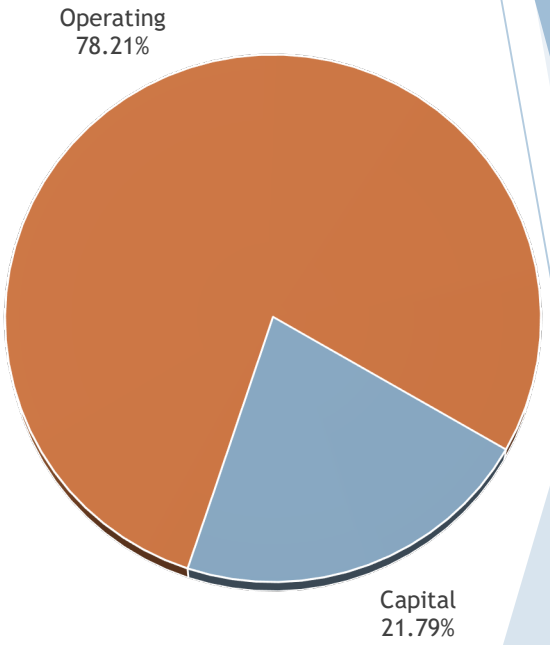
EXPENDITURE	FY 2024/25 Proposed	% of Total
Transfer to Debt Service	942,863	20.97%
Transfer to General Fund	820,904	18.26%
Capital Outlay	2,674,000	59.46%
Admin Allocation	48,577	1.08%
Professional Services - GSG Fees; Bond Fees	10,500	0.23%
Total	**$4,496,844**	**100.00%**



Cemetery (150) Revenues & Expenditures

REVENUES	FY 2024/25 Proposed	% of Total
Fees	$80,000	53.81%
Fund Balance/Reserves	$68,677	46.19%
Total	**$148,677**	**100%**

EXPENDITURE	FY 2024/25 Proposed	% of Total
Capital	$32,400	21.79%
Operating	$116,277	78.21%
Total	**$148,677**	**100.00%**

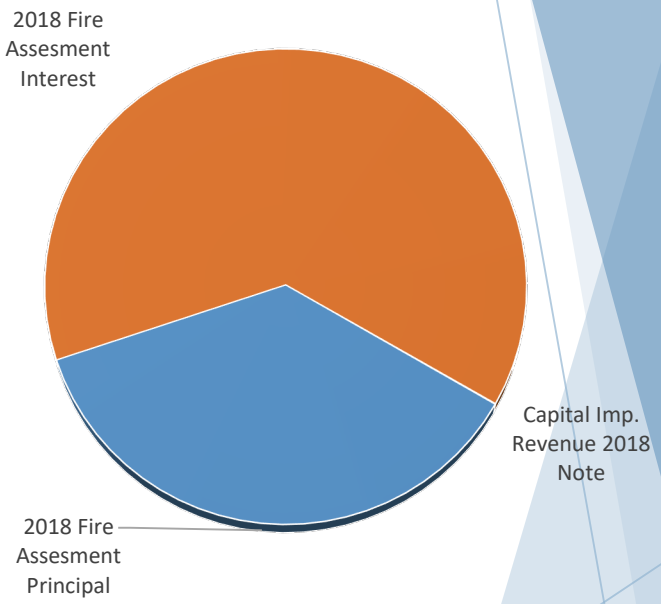


Debt Service Fund

Debt Service Fund (200) Revenues & Expenditures

REVENUES	FY 2024/25 Proposed	% of Total
From Fire Impact Fee (125)	$300,000	24.11%
From Fire Assesment (131)	$942,863	75.77%
Investment Income	$1,500	0.12%
Total	**$1,244,363**	**100%**

EXPENDITURE	FY 2024/25 Proposed	% of Total
2018 Fire Assesment Principal	$455,000	36.56%
2018 Fire Assesment Interest	$788,863	63.39%
Capital Imp. Revenue 2018 Note	$500	0.04%
Total	**$1,244,363**	**100.00%**



Impact Fees

Impact Fees Summary Revenues & Expenditures

REVENUES	FY 2024/25 Proposed	% of Total
Police Impact (124)	$303,565	6.55%
Fire (125)	$415,513	8.97%
Library (126)	$1,359,085	29.35%
Park (127)	$2,552,930	55.13%
Total	**$4,631,093**	**100%**

EXPENDITURE	FY 2024/25 Proposed	% of Total
Police Impact (124)	$303,565	6.55%
Debt Service	*$303,565*	*100.00%*
Fire (125)	$415,513	8.97%
Debt Service	*$300,000*	*72.20%*
Fund Balance/Reserves	*$115,513*	*27.80%*
Library (126)	$1,359,085	29.35%
To General Capital	*$322,040*	*23.70%*
Library Collection	*$93,000*	*6.84%*
Fund Balance/Reserves	*$944,045*	*69.46%*
Park (127)	$2,552,930	55.13%
Fund Balance/Reserves	*$2,552,930*	*100.00%*
Total	**$4,631,093**	**100%**

Internal Service Funds

Internal service Funds explained

Used to improve financial management of government resources

Ordinance or legislative action authorized; establishment should specify the source of financial resources for operations

Vehicle replacement fund, self insurance fund, property and casualty insurance fund and a newly created Fleet/ Warehouse fund

500 FLEET/WAREHOUSE

This fund is used to track and manage Public Works Complex Project

REVENUES	FY 2024/25 Proposed	% of Total
Interfund Transfers	$694,800	100.00%
Total	**$694,800**	**100%**

EXPENDITURE	FY 2024/25 Proposed	% of Total
Debt Service	$694,800	100.00%
Total	**$694,800**	**100%**

501 Vehicle Replacement Fund

This fund is used to set aside funds for future vehicle replacement

001 General Fund	123 Building Division
• General Fund contributing $30,000	• Restricted amount of $400,000 for future vehicle replacement

Fund Balance is $1,341,414 as of 9/30/2023

510 Self Insured Fund

EXPENDITURE	FY 2023/24 Adopted	FY 2024/25 Proposed	Variable
City Cost - Premiums	$3,479,751	$4,889,912	$1,410,161
Employee Premiums	$372,552	$407,464	$34,912
Retiree Premiums	$81,304	$171,128	$89,824
Life Insurance	$37,300	$37,300	$0
Other	$91,335	$206,000	$114,665
Total	**$4,062,242**	**$5,711,804**	**$1,649,562**

515 Property/Casualty/Workers Compensation Fund

This fund assumes 22% increase from prior year

EXPENDITURE	FY 2024/25 Proposed	% of Total
Property	$579,323	47.62%
Workers Compensation Insurance	$205,441	16.89%
Public Officials	$118,530	9.74%
General Liability	$127,743	10.50%
Automobile Insurance	$122,856	10.10%
Law Enforcement Liability	$50,848	4.18%
Inland Marine	$10,703	0.88%
Crime	$1,186	0.10%
Total	**$1,216,630**	**100%**

NEXT STEPS

- Budget Workshops
  - Final Budget Workshop – August 26th – 6:00 pm
- Trim Notice – August 16th 2024
- Public Hearings
  - Fire Assessment September 10th – 6:00 pm
  - 1st Tuesday September 3rd – 6:00 pm (Adopt Tentative Millage and Budget)
  - 2nd Tuesday September 17th – 6:00 pm (Adopt Final Millage and Budget)

QUESTIONS ?

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

DATE: **August 6, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Task Authorizations with Faden Builders, Inc. and Halff Associates, Inc. for the Donnelly Park Renovations.

Introduction:
This is a request for City Council to approve the task authorization for Faden Builders, Inc. & Halff for the Donnelly Park Renovations.

Discussion:
Donnelly Park is in need of major renovations to resolve some ongoing erosion issues, be better suited for special events, address ADA access, and overall beautification. Donnelly Park is one of our most visited parks. The Parks and Recreation Department has come up with a plan to accomplish upgrades and on-going maintenance. It has also been determined that the tennis court is better suited as three pickleball courts, based on the high demand and use of the current pickleball courts in Donnelly Park - confirmed by City Council at the recent July 2, 2024 City Council presentation on Project (Construction and Others) Updates.

2023-24 has funding that can cover the items below. City staff has requested additional funding in the 2024-25 budget for engineering and design with the construction of the remainder of this project in 2025-26.

Faden's portion of th project:

Scope #1 Summary: Convert the existing tennis court to three (3) new pickleball courts oriented north to south. Reposition and resurface the three (3) existing pickleball courts approx. 3 FT to the south. Improve accessibility to the courts with new hardscape, steps and railings adjacent to the new courts. Divert storm water sheet flow from the east around the courts to the north. This area will also be updated during this phase to better accommodate the needs during special events. This will include eliminating trip hazards and safety issues as well as adding electrical work.

Scope #2 Summary: Provide equipment, materials and labor for the installation of a new

hardscape paver walkway from the Donnelly Park building to the sidewalk along Donnelly Street. The walkway will consist of a ramp with a maximum slope of 1:12 and steps with a side ramp for wheelchair access. Includes landscape wall at side planters, black railings and landscaping. This project will add an ADA access entrance on the 5th Ave. and Donnelly side of the park. During special events, the ADA accessibility is difficult on this side of the park. The beautification will compliment the 5th and Donnelly Park stairs tiered landscaping that was just completed.

Scope #3 Summary- Conceptual Design Presentation Drawings. This proposal is for the preparation and delivery of design presentation drawings for some of the proposed Donnelly Park improvements, including the hillside terrace amenity along the west side of Baker Street between 5th Avenue and 6th Avenue. The design sketches will also include the north side service road with associated hardscape (sidewalks and retaining walls).

The City has elected to complete three different site plans for Donnelly Park. This will allow for decision-making and conversation regarding the true needs of this park.
Presentation Design Drawing deliverables include:

1. Seating Design
2. Ramp/Stair Design
3. Cross Section
4. Site Elevation
5. 3D renderings

Halff's portion of the project:

In order to move forward with the site plan, engineering and design, and construction, this scope of work needs to be completed first. Halff Associates, Inc. will do a topography survey of Donnelly Park and the right of way will be determined along Donnelly Street, 5th Avenue, Baker Street, and 6th Avenue. Location limits will be to the centerline of pavement on all streets except Baker Street. Baker Street will be to the face of the curb on the east side of the street. Accessible drainage structures, gravity sewer lines and associated pipes will be located and detailed.

Subsurface locates will be needed for this project. Horizontal locations will designate the positions for but not limited to Sewer, Gas, Water, buried power, buried Electric, Fiber and Telephone. Once complete, vertical locates will designate the depth and size for buried utilities at pre-staked locations. The scope of services shall include administrative services necessary to coordinate all aspects of the project through the design process.

Budget Impact:
GL 310-5555-580.63-01-PK2411 for the amount of $155,020. GL 310-5555-580.63-01-PK2312 for the amount of $268,151.

Strategic Impact:

Objective 2.3. Develop a parks and recreation system guided by the principles of the Parks and Recreation Master Plan
2.3.1. Enhance connectivity and accessibility
2.3.2. Increase engagement and collaboration with residents
2.3.3. Support Special Events and dedicated open space
2.3.4. Invest in an equitable Parks system

Recommendation:

City Council approve the task authorizations with Faden Builders, Inc. and Halff Associates, Inc. for the Donnelly Park Renovations.

Attachment(s):

1. Task Authorization.Faden.Donnelly Park Improvements_TaskAuthorization - signed
2. Task Authorization.Halff.Donnelly Park Surveying_TaskAuthorization - signed

Prepared by:	Jennifer Schwarz, Operations Manager	
Reviewed by:	Troy Shonk, Parks & Recreation Director	Approved - 7/19/2024
	Matthew Dodson, Budget Officer	Approved - 7/30/2024
	City Attorney,	Approved - 7/30/2024
	Jeanann Hand, City Clerk	Approved - 7/30/2024
	Vince Sandersfeld, City Manager	Final Approval - 7/30/2024

CITY OF MOUNT DORA
TASK AUTHORIZATION FORM

In accordance with the terms and conditions of the Agreement between Faden Builders, Inc. (Construction Manager) and the City of Mount Dora, dated April 7, 2020, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: **Donnelly Park Improvements**
Project Amount: $ **$354,236.27**
Budget Account Number: **310-5555-580.63-01-PK2411**
City Project Manager: **Troy Shonk**
Contractor: **Faden Builders, Inc.**
Contractor Project Manager: **Philip Rapalje**

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND A CITY PURCHASE ORDER ARE DELIVERD TO THE CONTRACTOR.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C – Schedule
Exhibit D – Compensation

Recommended By:

Print: Jennifer Schwarz for Troy Shonk

Date: 07/25/2024

Signature: Jennifer Schwarz

Reviewed By:

Print: Jennifer Schwarz for Troy Shonk

Date: 07/25/2024

Signature: Jennifer Schwarz

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: TODD M. FADEN	**Print Name:**
Signature: Todd M Faden	**Signature:**
Date: 7/25/2024	**Date:**

FADEN BUILDERS, INC

7/25/2024 Faden Proposal No. 24-220

Troy Shonk
Parks and Recreation Manager
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: Donnelly Park FY24 Improvements

Scope Summary:

Prepare and deliver (3) conceptual designs for Donnelly Park hillside and promenade improvements on the east side of the park for review by the City and provide a 2D presentation design drawing of the chosen conceptual design.
2D presentation design drawing deliverable to include:

Site Plan
Seating Design
Ramp/Stair Design
Cross Section
Site Elevation

Construct new ADA ramp/walkway from the Donnelly Park building west to Donnelly Street with landscape walls and railings.

Convert the existing tennis court to three (3) new pickleball courts oriented north to south. Reposition and resurface the three (3) existing pickleball courts approx. 3 FT to the south. Divert storm water sheet flow from the east around the courts to the north. Construct new hardscape area around the new pickleball courts for accessibility and to increase festival event space.

Exhibit A: Scope of Work

1. General Conditions
   a. Pre-construction services including meetings, cost estimating
   b. Donnelly Park conceptual designs and presentation drawings
   c. Construction Project Management and Supervision
   d. Mobilization/Demobilization
2. Site Prep / Demolition
   a. Site Layout
   b. Remove and dispose of existing concrete curbs and sidewalk
   c. Remove and dispose of the chain link fence around the court
   d. Sawcut court edges and remove approx. 2,400 SF of asphalt court
   e. Prep area for new asphalt patch and seam together with existing courts
3. New Construction
   a. Install approx. 60 LF of new FDOT Type "D" concrete curb along north parking lot
   b. Install approx. 1,500 SF of new paver hardscape, including new steps at new pickleball court area
   c. Install approx 180 LF of new landscape wall between the new courts and the parking lot and along the east side of the new courts
   d. Install approx. 85 LF of new 4'H aluminum fence to separate courts from parking lot
   e. Install Laykold Maters Color court surfacing at new and existing courts
   f. Install 3 sets of pickleball footings, posts and nets at new courts

State Cert# CGC 060972

Mailing Address: 742 S Rossiter St. Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista, FL 32830 • 742 S Rossiter St, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com

g. Relocate 3 sets of existing pickleball posts and nets at existing courts, install new footings
h. Install new cable and netting between courts
i. Divert watershed to the north around the courts on the east side
j. Modify irrigation and install approx. 4,000 SF of Bahia sod to restore disturbed areas
k. Install three (3) new in ground receptacles in the new hardscape areas to the west of the new courts
l. Install new ADA paver walkway (ramp and steps) with landscape walls/planter areas on each side at the Donnelly Park building
m. Install (9) Natchez Crape Myrtles 65 gal along the new ADA ramp/walkway
n. Provide and install two-line aluminum railings with black powder coat at new ramps and steps

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Conceptual design work will commence after receipt of the Donnelly Park survey (by others) with grade contours and tree locations (delivered in CAD format).
4. Engineering is excluded.
5. Permitting and associated fees are excluded.
6. Survey and as-builts are excluded.
7. Geotechnical testing/reports are excluded.
8. Dewatering is excluded.
9. Tree removal is excluded.
10. Painting and staining are excluded.
11. Existing aluminum ramp railing on the north side of the park to remain.

Exhibit B: Price/GMP Breakdown

1.	General Conditions	$ 59,201.14
2.	Site / Prep / Demolition	$ 71,517.50
3.	Concrete	$ 68,288.82
4.	Metal	$ 18,061.05
5.	Courts	$ 57,571.82
6.	Electrical	$ 8,070.18
	Subtotal	$ 282,710.51
	General Liability Insurance	$ 3,675.24
	Contingency (10%)	$ 28,271.05
	Contractor's Fee	$ 39,579.47
	Permit Fee	excluded
	Performance and Payment Bond	excluded
	Gross Maximum Price (GMP):	**$ 354,236.27**

The prices included in this proposal are valid for 60 days.

FADEN BUILDERS, INC

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the Purchase Order.
Proposed duration schedule:

- Donnelly Building ramp/walkway will be phase 1.
- Pickleball courts will be phase 2, mid-October start.
- 10 workdays for mobilization and demolition
- 15 workdays for grading, layout and concrete/asphalt
- 30 day asphalt cure time prior to coating
- 10 workdays existing court resurfacing (existing courts will be closed)
- 5 workdays for site work
- 2 workdays for demobilization

Project Management Information System (PMIS) will not be required for this project.

Exhibit D: Construction Team

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

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Philip Rapalje
Site Superintendent: Rob Bennett
Staff Accountant: Helen Johnson
Safety Director: Andre Harris
Administrative Assistant: Colleen Chamberlain

Exhibit F: Sub-Contractors

Ace Surfaces
The Yard Stop
Marathon Electric

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

PHILIP RAPALJE

Philip Rapalje
Faden Builders, Inc.

State Cert# CGC 060972

Mailing Address: 742 S Rossiter St. Mount Dora, FL 32757
Offices: 3390 E. Vista Blvd Lake Buena Vista, FL 32830 • 742 S Rossiter St, Mt Dora FL 32757
Phone: 352-735-9805 • Fax: 352-735-9806
www.FadenBuildersinc.com

CITY OF MOUNT DORA
TASK AUTHORIZATION FORM

In accordance with the terms and conditions of the Agreement between Halff Associates, Inc. (contractor) and the City of Mount Dora, dated October 4, 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Name: **Donnelly Park Surveying**
Project Amount: $ **$63,935.00**
Budget Account Number: **310-5555-580.63-01-PK2411**
City Project Manager: **Troy Shonk**
Contractor: **Halff Associates, Inc.**
Contractor Project Manager: **Suzanne Osborne**

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND A CITY PURCHASE ORDER ARE DELIVERD TO THE CONTRACTOR.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C – Schedule
Exhibit D – Compensation

Recommended By:

Print: Jennifer Schwarz for Troy Shonk

Date: 07/25/2024

Signature: Jennifer Schwarz

Reviewed By:

Print: Jennifer Schwarz for Troy Shonk

Date: 07/25/2024

Signature: Jennifer Schwarz

CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: Suzanne Osborne, P.S.M.	**Print Name:**
Signature:	**Signature:**
Date: 7/25/24	**Date:**

VIA EMAIL shonkt@cityofmountdora.com

June 26, 2024, revised July 11, 2024

Troy Shonk
Parks & Recreation Director
City of Mount Dora
900 N. Donnelly St
Mount Dora, FL 32757

RE: REVISED PROPOSAL/AGREEMENT FOR DONNELLY PARK SURVEYING, MOUNT DORA, LAKE COUNTY (HALFF 044712.132)
(RFQ #18-PW-009)

Dear Mr. Shonk:

Enclosed please find our revised proposal for surveying services necessary to complete the above-referenced project, as requested. Please prepare your Purchase Order for us to sign and complete the Client Information Form for billing purposes. Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

Halff Associates, Inc.

Suzanne Osborne, P.S.M.
Survey Team Leader
sosborne@halff.com

SO:ab

Enclosure

VIA EMAIL shonkt@cityofmountdora.com

June 26, 2024, revised July 11, 2024

Troy Shonk
Parks & Recreation Director
City of Mount Dora
900 N. Donnelly St
Mount Dora, FL 32757

RE: REVISED PROPOSAL/AGREEMENT FOR DONNELLY PARK SURVEYING, MOUNT DORA, LAKE COUNTY (HALFF 044712.132)
(RFQ #18-PW-009)

Dear Mr. Shonk:

Scope of Services:

Halff Associates, Inc. (HALFF) is pleased to present this Scope of Services to City of Mount Dora (COMD). This proposal is for the survey and horizontal and vertical utility locates for Donnelly Park in Mount Dora, Florida.

This scope is valid for 30 days and will include the following Phases:

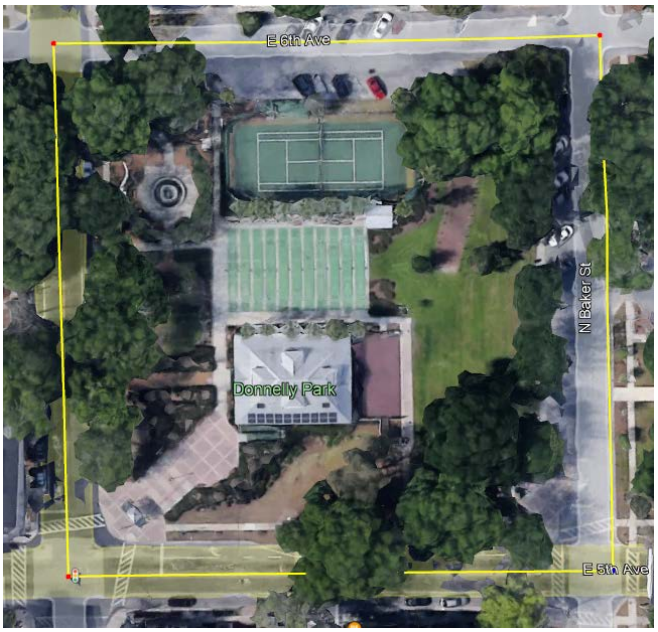
PHASE 100 TOPOGRAPHIC SURVEY

A Topographic Survey in accordance with 5J-17, Florida Administrative Code, the Standards of Practice for land surveying in the State of Florida, being Lake County Property Appraiser Alternate Key #1728894, lying in Section 30, Township 19 South, Range 27 East, Lake County, Florida will be performed to locate the horizontal and vertical spatial relationship of the above ground man-made or natural features lying within the limits defined in survey exhibit "A" (area outlined in yellow) sufficient to establish a one-foot contour digital terrain model. The rights of way will be determined along Donnelly Street, 5th Avenue, Baker Street, and 6th Avenue. Location limits will be to the centerline of pavement on all streets except Baker Street. Baker Street will be to the face of curb on the east side of street. Accessible drainage structures, gravity sewer lines and associated pipes will be located and detailed. A note will be included on the survey for any structures that are not able to be detailed. A minimum of three (3) site benchmarks (NAVD 88 datum) will be used or established for this project from existing control. Any above ground features for the existing utilities such as valves, transformers, or fire hydrants along with flagging/markings delineated by others will be located. All trees having a diameter of 6" or larger will be located with size and type (if known) notated. Individual shrubs or ornamental plants will not be located. After completion of new sidewalk on west side of existing building and installation of new pickleball courts with adjacent swale, an As-built Survey will be completed showing said improvements. The topographic survey shall be provided in digital format. See Survey Exhibit "A" for approximate topographic survey limits.

FEE: $49,575.00

	Hours	Rate	
PSM QA/QC	50	$160.00	$8,000.00
Office Tech	160	$100.00	$16,000.00
3 Man Crew	165	$155.00	$25,575.00
			$49,575.00

Survey Exhibit "A"



Survey Deliverables

1. Signed and Sealed Topographic Survey
2. Electronic Files (PDF & AutoCAD) will be released to the client/engineer within 12 months of the date of survey or until the contract is closed.

ESTIMATED COMPLETION TIME FOR PHASE 100 IS 60-75 BUSINESS DAYS UPON SIGNED CONTRACT.

PHASE 200 SUBSURFACE UTILITY LOCATING/HORIZONTAL LOCATIONS (PRECISE LOCATING SERVICES, INC.)

Designate the horizontal positions for but not limited to Sewer, Gas, Water, buried power, buried Electric, Fiber and Telephone as outlined in yellow on map provided on 04/24/24. On E. Sixth Avenue, N. Donnelly and E. Fifth Avenue from center line of the streets towards the park, N. Baker Street eastern curb towards the park to include all of the Donnelly Park.

This does not include lane closures, permits, or bonds.

Equipment and methods for finding/locating underground utilities and features are the industry recognized procedures. Although effective and reliable, there is the possibility that all utilities may not be located or field verified due to environmental or soil conditions, water table, excessive depth, feature makeup and/or equipment limitation.

ESTIMATED COMPLETION TIME FOR PHASE 200 IS 60-75 BUSINESS DAYS UPON SIGNED CONTRACT. (CONCURRENT WITH PHASE 100)

FEE: $7,535.00

PHASE 300 SUBSURFACE UTILITY LOCATING/VERTICAL VERIFICATION/SOFT DIG (PRECISE LOCATING SERVICES, INC.)

Designate the depth and size for buried utilities at pre-staked locations to be determined after utility locates have been completed. Actual number of soft digs performed will be charged. This is only an estimated number.

This does not include lane closures, permits, bonds, open cut roads, sidewalk removal or repairs.

Equipment and methods for finding/locating underground utilities and features are the industry recognized procedures. Although effective and reliable, there is the possibility that all utilities may not be located or field verified due to environmental or soil conditions, water table, excessive depth, feature makeup and/or equipment limitation.

ESTIMATED COMPLETION TIME FOR PHASE 300 IS 60-75 BUSINESS DAYS UPON SIGNED CONTRACT. (CONCURRENT WITH PHASE 100)

FEE: $6,325.00 (10 SOFT DIGS REQUESTED)

PHASE 400 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the design process.

ESTIMATED COMPLETION TIME FOR PHASE 400 IS NOT APPLICABLE. (CONCURRENT WITH PHASES 100 THROUGH 300)

Title	Hours	Rate	Fee
PSM (Principal)	10	$160.00	$1,600.00
PSM	7	$125.00	$875.00
		Total	$2,475.00

FEE: $2,475.00

PHASE 9999 REIMBURSABLES (IF NEEDED)

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc, shall be billed at cost.

ESTIMATED COMPLETION TIME FOR PHASE 9999 IS NOT APPLICABLE. (CONCURRENT WITH PHASES 100 THROUGH 400)

FEE: $500.00 (ESTIMATED, TO BE BILLED AT COST)

SUMMARY FEE SCHEDULE

PHASE 100	$49,575.00
PHASE 200	$7,535.00
PHASE 300	$6,325.00
PHASE 400	$2,475.00
PHASE 9999 (IF NEEDED)	$500.00
TOTAL	**$63,935.00**

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

- Soil Boring Location and Elevation Survey
- Monumentation of Wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements
- Recording of Easements
- Offsite Survey
- As-built Survey (other than as specified above)
- Post-construction Improvement Survey
- Construction Staking
- Construction Plans
- Engineering/Design of Any Kind
- Stormwater Analyses
- Permitting Services of Any Kind
- Infrastructure Capacity Studies/Assessments
- CADD Support for other Contracts
- Bid Documents/Bidding
- Construction Administration
- Earthwork Calculations
- Rezoning
- Land Use Changes
- Franchise Utility Coordination
- Conversion of AutoCad Files to or from any other format
- Written Specifications
- Cost Estimating/Quantity Take-offs
- Environmental Assessment (Threatened and Endangered Assessment)/Biological Services
- Environmental Impact and Cultural Statements and Assessments, Jurisdictional Waters of the US Determination
- Architectural, Structural, Mechanical, Fire Protection, or Electrical Services
- Wetland Flagging/Delineation
- Geotechnical Investigations
- Noise Study
- RGB Submittals

halff

HOURLY RATE SCHEDULE
(2018)

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	$175.00/HOUR
PROFESSIONAL ENGINEER	$145.00/HOUR
PROJECT ENGINEER	$115.00/HOUR
ENGINEER TECHNICIAN I	$105.00/HOUR
ENGINEER TECHNICIAN II	$80.00/HOUR
BUILDING INSPECTOR	$70.00/HOUR
CONSTRUCTION ENGINEER	$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	$160.00/HOUR
PROFESSIONAL SURVEYOR	$125.00/HOUR
4 MAN FIELD CREW	$195.00/HOUR
3 MAN FIELD CREW	$155.00/HOUR
2 MAN FIELD CREW	$130.00/HOUR
SURVEY TECHNICIAN I	$100.00/HOUR
SURVEY TECHNICIAN II	$80.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	$300.00/HOUR

CLIENT INFORMATION FORM

To assist Halff Associates, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

BILLING CONTACT NAME & TITLE: _____

BILLING CONTACT EMAIL: _____

BILLING CONTACT PHONE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT

PROPERTY? YES:_____ NO:_____

(If no, Halff Associates, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? _____

If gated/locked, who shall Halff Associates, Inc. contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____

DATE: _____

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

DATE: **August 6, 2024**

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

FROM: **Vince Sandersfeld, City Manager**

SUBJECT: Request Approval of Final Reading of **Ordinance No. 2024-19**, 2024 Charter Referendum

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Introduction:
This is a request for City Council to approve the Final Reading of Ordinance No. 2024-19, 2024 Charter Referendum

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. The legal advertisement for the public hearing series included Attachment #2.

On April 2, 2024, City Council adopted Resolution 2024-12, appointing a Charter Review Committee in accordance with provisions set forth in the City's current Charter.

After meeting throughout April, May, and June, the Charter Review Committee submitted a final report with recommendations to the City Council at the June 18, 2024, City Council Regular Session. The item was tabled to allow Council members additional time to review the committee's report more thoroughly.

At their July 2, 2024, Regular Session, Council adopted Resolution 2024-25 accepting the committee's report.

As a result of the City Council acceptance of the 2024 Charter Review Committee's final report,

an Ordinance has been prepared for the purpose of moving forward with placing designated questions on the 2024 election ballot (November 5, 2024).

The first reading of Ordinance No. 2024-19 was approved at the July 16, 2024, City Council Regular Session.

Budget Impact:
There is no additional budget impact associated with the approval of Ordinance No. 2024-19.

Strategic Impact:
Reviewing and updating the City of Mount Dora Charter periodically is in accordance with provisions set forth in the present Charter. Maintaining an up-to-date charter, which acts as a Constitution for the City, supports all goals and objectives of the Strategic Plan.

Recommendation:
City Council approve Final Reading of Ordinance No. 2024-19.

Attachment(s):
1. Attachment #1 Ordinance Impact Estimate (charter referendum)
2. Attachment #2 Legal Notice Publication Proof
3. Ordinance 2024-19 Charter Amendments w exhibits (Final)

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	City Attorney, City Attorney	Approved - 7/23/2024
	Vince Sandersfeld, City Manager	Final Approval - 7/24/2024

ATTACHMENT #1

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: **2024-19**

ORDINANCE TITLE: **Charter Referendum**

DEPARTMENT: **City Administration**

MEETING DATE: **July 16, 2024; August 6, 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:
  - An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: None;
  - Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible: None;
  - 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.
    Cost: None Revenues from Fees: None
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: None.
- Additional applicable information:
  Administrative Action _____

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

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

Affidavit of Publication

DAILY COMMERCIAL

Serving Lake and Sumter Counties

located in Leesburg, Lake County Florida
STATE OF FLORIDA, COUNTY OF LAKE

Before the undersigned authority personally appeared
Lisa Clay

Lisa Clay

who on oath says that she is an authorized employee of the Daily Commercial, a daily newspaper published at Leesburg, in Lake and Sumter Counties, Florida; that the attached copy of advertisement, being a notice in the matter of

ORDINANCE 2019-14

was published in said newspaper in the Lake and Sumter county issues of:

July 09, 2019

Affiant further says that the said Daily Commercial is published at Leesburg, in said Lake and Sumter Counties, Florida, and that the said newspaper has heretofore been continuously published in said Lake and Sumter Counties, Florida, daily, and has been entered as second class mail matter at the post office in Leesburg, in said Lake and Sumter Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 9 day of July, A.D., 2019.

NOTARY PUBLIC STATE OF FLORIDA
JOANNE FRENCH
Notary Public - State of Florida
Commission # GG 332174
My Comm. Expires May 8, 2023
Bonded through National Notary Assn.

Joanne French
Notary Public

Joanne French
(Print, Type or Stamp Name of Notary Public)

AD# 10088951

NOTICE OF PROPOSED ENACTMENT
ORDINANCE NO. 2019-14
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2019-14. The final public hearing on the ordinance will be held on Tuesday, August 6, 2019 at 5:30 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2019-14 is as follows:

ORDINANCE NO. 2019-14

ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO CHARTER AMENDMENTS FOR THE 2019 REFERENDUM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING PROPOSED CHARTER AMENDMENTS WITH TITLE AND BALLOT QUESTION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE AND CODIFICATION.

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

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

The file may be inspected by the public at the City Clerk's Office, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

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

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the City Clerk no later than seven (7) days 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.

Ad No: 10088951
July 09, 2019

ORDINANCE NO. 2024-19

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, SUBMITTING TO THE ELECTORS OF MOUNT DORA PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF MOUNT DORA; PROVIDING BALLOT TITLES, SUMMARIES AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, pursuant to Section 9 of the Charter, the City of Mount Dora established a process through which the ad hoc Charter Review Committee reviews the City Charter and makes recommendations to the City Council for proposed amendments thereto; and

WHEREAS, on April 2, 2024, the City Council appointed the 2024 Charter Review Committee to review the City Charter; and

WHEREAS, the 2024 Charter Review Committee reviewed, considered, studied and analyzed the City Charter and received public input during its multiple public meetings; and

WHEREAS, on June 18, 2024, the 2024 Charter Review Committee submitted its final report, attached hereto as **Exhibit "A,"** with recommendations to the City Council; and

WHEREAS, on July 2, 2024, following a public hearing wherein the City Council reviewed the final report and recommendations, and received public comment, the City Council adopted Resolution 2024-25, attached hereto as **Exhibit "B,"** accepted the final report, modified certain proposed charter amendments, directed the City Manager and City Attorney to prepare an appropriate ordinance to place the proposed charter amendments before the registered voters of Mount Dora at the general election to be held on November 5, 2024; and

WHEREAS, Section 166.031, *Florida Statutes*, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its charter, which amendments may be to any part or to all of its charter except that part describing the boundaries of such municipality and other matters prohibited by general law; and

WHEREAS, the City Council finds it to be in the best interests of its citizens to submit said proposed Charter amendments to the voters at the municipal election on November 5, 2024.

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

Section 1. The City Council of the City of Mount Dora, pursuant to Section 166.031,

Florida Statutes, hereby proposes and approves amendments to the Charter of the City of Mount Dora to be submitted to the electorate for consideration, which proposed amendments and the complete text thereof, as amended, are set forth in Section 3 below. Additions are shown with underlining, deletions are shown with ~~strike-through~~ type, and asterisks (*******) indicate an omission from the existing text which is intended to remain unchanged.

Section 2. Such election shall be held in conformity with the laws of the State of Florida and the Charter and ordinances of the City of Mount Dora now in force relating to elections in the City of Mount Dora. The Supervisor of Elections of Lake County is hereby requested to coordinate all matters to said referendum election with the City Clerk. The proposed charter amendments shall be submitted to the voters at the November 5, 2024 general election.

Section 3. The proposed amendments, the ballot title and the wording of the substance of the proposed amendments to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of questions as follows:

CITY CHARTER AMENDMENT QUESTION #1: PREAMBLE.

A. Introduction.

This Charter amendment would create a preamble to the charter. Many other municipalities have preambles, but the City of Mount Dora's charter does not. While the preamble does not create any specific rights or duties, it provides a statement of who Mount Dora is and its goals.

B. Ballot Proposal: The ballot title and question for Question #1 are as follows:

CREATING A PREAMBLE TO THE CHARTER
OF THE CITY OF MOUNT DORA

Amending the charter by creating a preamble, stating the values, goals and purposes of the charter and acknowledging that Mount Dora is "Someplace Special." This charter amendment does not create any new rights, duties, obligations, or prohibitions.

Budget Director's estimated financial impact: NONE.

_____ Yes

_____ No

C. Text Revisions: Part I, Preamble of the Mount Dora Charter is created. (Underline text is added to the charter).

PART I - PREAMBLE

We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is "Someplace Special." We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately None.

CITY CHARTER AMENDMENT QUESTION #2: REMOVING PROHIBITION ON IN ABSENTIA VOTING.

A. Introduction.

This Charter amendment would remove the prohibition on members of the city council being able to cast votes *in absentia*. The pandemic and advances in technology have created the possibility of having members who are physically absent being able to fully participate in city council meetings. Removing the prohibition means that whether a member may participate and vote while not being physically present will be determined in the future by the general law of the State of Florida.

B. Ballot Proposal: The ballot title and question for Question #2 are as follows:

REMOVING THE PROHIBITION ON VOTING IN ABSENTIA

Amending the charter by removing the prohibition on city council members voting *in absentia*. This amendment will cause the determination of whether a member of the city council can participate and vote while not physically present will be determined by the general law of the State of Florida.

Budget Director's estimated financial impact: NONE.

_____ Yes

_____ No

C. <u>Text Revisions</u>: Art. II., Sec. 4, is amendment, Preamble of the Mount Dora Charter is created. (<u>Underline</u> text is added to the charter and ~~strikethrough~~ text is removed).

<u>Art. II., Sec. 4</u>

The city council shall consist of seven (7) members, including the mayor. The mayor shall be considered a member of the city council for all purposes. ~~Members of the city council may not cast votes *in absentia*.~~

D. <u>Financial Analysis and Impact</u>:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately NONE.

CITY CHARTER AMENDMENT QUESTION #3: <u>AMENDING MONTH TO ESTABLISH CHARTER REVIEW COMMITTEE.</u>

A. <u>Introduction</u>.

This Charter amendment would amend when the charter review ad hoc committee would be formed and establish the year from when the review period would begin.

B. <u>Ballot Proposal</u>: The ballot title and question for Question #3 are as follows:

AMENDING THE MONTH FOR ESTABLISHING
THE CHARTER REVIEW COMMITTEE

Amending Section 9, to establish the charter review committee in February instead of April, and to amend the year from which the establishment of the committee begins.

Budget Director's estimated financial impact: <u>NONE</u>.

_____ Yes

_____ No

C. Text Revisions: Art. II., Sec. 9, amending the month establishing the charter review committee. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. II., Sec. 9

The city council shall cause this charter to be reviewed ~~in 2014~~from 2024 no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its direction. The ad hoc committee shall be appointed no later than the first regularly scheduled meeting of ~~April~~ February. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately NONE.

CITY CHARTER AMENDMENT QUESTION #4: ADDING NON-INTERFERENCE CLAUSE.

A. Introduction.

This Charter amendment would create a prohibition on members of the city council from giving orders or direction to city officers and employees who are subject to the direction and supervision of the city manager. This amendment would also renumber Section 9.

B. Ballot Proposal: The ballot title and question for Question #4 are as follows:

RENUMBERING AND PROHIBITING CITY COUNCIL MEMBERS FROM INTERFERING WITH OPERATIONS EXCEPT THROUGH CITY MANAGER

Amending Section 9, renaming section, renumbering, and adding a prohibition on city council members interfering with city operations except through the City Manager.

Budget Director's estimated financial impact: NONE.

_____ Yes

_____ No

C. Text Revisions: Art. II., Sec. 9, creating Section 9(b), renaming section, and renumbering section. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. II., Sec. 9

(a) *Duties.*

(1) The city council shall, by resolution, annually adopt a budget which is consistent with state law, city policy and procedures, and generally accepted accounting principles.

(2) The city council shall annually cause to be conducted an audit of the accounts and records of the City of Mount Dora. The audit shall be performed by an independent certified public accountant, who shall be engaged for a term of no longer than five successive years, and who may not be engaged for an immediately successive term of any length following any five successive years, including any years served prior to the adoption of this provision. Upon receipt of the auditor's annual report, the city council shall adopt, by resolution, time parameters and procedures for the correction of all deficiencies noted in the auditor's annual report.

(3) The city council shall create and maintain a codification of ordinances. The codification shall contain those ordinances designated by the city council in its sole and absolute discretion. The city council shall annually cause the codification established hereunder to be reviewed under the supervision of the city attorney. The city shall also periodically update the codification established hereunder. A report of the codification review shall be presented to the city council no later than the first regularly scheduled council meeting of August.

(4) The city council shall cause this charter to be reviewed in 2011 and no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its discretion. The ad hoc committee shall be appointed no later than the first regularly scheduled council meeting of April. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.

(5) The city council shall individually make appointments to all boards and ad hoc committees created by the city council based upon procedures from time to time be established by the city council.

(b) *Prohibitions.*

(1) *Interference with administration*. Except for the purpose of formal inquiries or investigations authorized by the city council, the city council or its members shall

not give orders or direction to city officers and employees who are subject to the direction and supervision of the city manager.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately NONE.

CITY CHARTER AMENDMENT QUESTION #5: BIANNUAL GENERAL ELECTIONS.

A. Introduction.

This Charter amendment corrects changes made to the election cycle in 2019 to reflect that general elections will be held biannually.

B. Ballot Proposal: The ballot title and question for Question #5 are as follows:

CORRECTING THE CHARTER TO REFLECT GENERAL ELECTIONS ARE HELD BIANNUALLY

Amending Section 11 to correctly reflect general elections are held biannually.

Budget Director's estimated financial impact: NONE.

_____ Yes

_____ No

C. Text Revisions: Art. III, Sec. 11, amending to reflect biannual general elections. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. III., Sec. 11

A general election shall be held ~~each year~~ biannually on the first Tuesday after the first Monday in November. Special elections, other than those expressly provided for herein, may be called for by the city council as the city council, in its sole and absolute discretion, deems necessary.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately NONE.

CITY CHARTER AMENDMENT QUESTION #6: INCREASING TERM LIMITS AND RENUMBERING.

A. Introduction.

This Charter amendment provides subheadings, brings the language up to date, and increases the term limits from eight (8) consecutive years to twelve (12) consecutive years.

B. Ballot Proposal: The ballot title and question for Question #6 are as follows:

INCREASING THE TERM LIMITS TO TWELVE CONSECUTIVE YEARS AND ADDING SUBHEADINGS

Amending Section 12 to increase the term limits to twelve (12) consecutive years, adding subheadings, and bringing language up to date.

Budget Director's estimated financial impact: NONE.

_____ Yes

_____ No

C. Text Revisions: Art. III, Sec. 12. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. III., Sec. 12. Terms.

(a) *Terms*. The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results.

(b) *Staggered terms*. All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4, and the representative of district 5 shall be elected ~~for a three (3) year term beginning in 2021 and thereafter, beginning in 2024, for four (4) year terms~~. In 2022 and every four years thereafter, the representative of

district 2, the representative of district 3, and the at-large representative shall be elected ~~for four (4) year terms beginning in 2022~~.

(c) *Term limits*. The mayor, any district representative, and the at-large representative may only serve ~~eight (8)~~ twelve (12) consecutive years ~~in the same position~~. The time served by a person appointed or elected to fill the remainder of a vacant position shall ~~not~~ be included in the ~~eight-year~~twelve (12) year limitation.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately NONE.

CITY CHARTER AMENDMENT QUESTION #7: COUNCIL VACANCIES.

A. Introduction.

This Charter amendment repeals and replaces the current Section 17 language regarding council vacancies in office and the holding of a special election to fill a council vacancy. The amendment further creates subheadings and reorganizes the language of the current charter regarding council vacancies and forfeiture from office.

B. Ballot Proposal: The ballot title and question for Question #7 are as follows:

REPLACING AND REORGANIZING CHARTER LANGUAGE REGARDING COUNCIL VACANCIES AND SCHEDULING SPECIAL ELECTIONS

Amending Section 17 to clarify requirements for filling council vacancies and holding special elections, reorganizing section with subheadings.

Budget Director's estimated financial impact: NONE.

_____ Yes

_____ No

C. Text Revisions: Art. III, Sec. 17. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. III., Sec. 17. Vacancies.

~~The office of any councilmember, including the office of the mayor, who dies or resigns, or who is removed from office, or who is absent from four (4) consecutive regularly scheduled council meetings, shall be declared vacant by resolution of the remaining councilmembers. The office of any councilmember, including the office of the mayor, who is absent from four (4) nonconsecutive regularly scheduled council meetings during a calendar year, may be declared vacant by resolution of the remaining councilmembers. The office of any councilmember who is a district representative, and who establishes a permanent residence outside of the district which the councilmember represents, shall be declared vacant by resolution of the remaining councilmembers.~~

~~Should the office of any councilmember, including the office of the mayor, be declared vacant more than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the city council shall call for a special election to fill the vacancy for the remainder of the term of the office vacated.~~

~~Should the office of any councilmember, not including the mayor, be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the mayor shall appoint, with the approval of city council, an elector of the city, who is qualified to hold the particular office declared vacant, to fill the vacancy.~~

~~Should the office of the mayor be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the vice-mayor shall assume the office of the mayor. The council office held by the vice-mayor shall be declared vacant and shall be filled in accordance with this section.~~

~~Any city council office, including the office of the mayor, filled by appointment pursuant to this section shall be open for election on the first Tuesday after the first Monday of the immediately following November, whereupon the office will be filled for the unexpired portion of the existing term or for a full term, whichever is applicable.~~

(a) *Vacancies*. The office of any councilmember shall become vacant upon the member's death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.

(b) *Forfeiture of office*. A councilmember's forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances:

(1) *By absence*. A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare

a member's forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year.

(2) *By disqualification*. Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent.

(c) *Filling vacancies*. A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biannual general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy, to be held as soon as practicable. If a vacancy in the office of the mayor occurs, the vice-mayor shall assume the office of the mayor for the remainder of the mayor's original term, and the council office held by the vice-mayor shall be filled in the manner provided in Section 7 of the Charter.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately NONE.

Section 4. The City Clerk is hereby directed to ensure that all advertising, translation and notice requirements are complied with and to coordinate all activities necessary to conduct the election called for in Section 2 of this Ordinance with the Supervisor of Elections for Lake County.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto. Further, the lack of approval by a majority of electors of one or more separate amendments to this Charter, as set forth in Section 2 herein, shall not be deemed to affect the validity of any amendments that may be approved by a majority of the electors.

Section 6. All ordinances and Charter provisions, or parts of ordinances and Charter provisions in conflict herewith are hereby repealed.

Section 7. This Ordinance shall take effect immediately and pursuant to the City's Charter. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval at a referendum election of the electors of the City of Mount Dora and in accordance with Section 166.031, *Florida Statutes*. If the electors reject a proposed

amendment, the rejected amendment shall not take effect.

PASSED ON FIRST READING THIS 16TH DAY OF JULY, 2024.

PASSED AND ADOPTED THIS 6TH DAY OF AGUUST, 2024.

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL

_____
Crissy Stile, Mayor
City of Mount Dora, Florida

ATTEST:

_____
Jeanann Hand, City Clerk
City of Mount Dora, Florida

Approved as to for and legality:

_____
Patrick Brackins, City Attorney
City of Mount Dora, Florida

Exhibit "A"

CHAIR LYNN TIPTON
VICE CHAIR ADRIAN COOMBES
KEASHAWN "KAY" VOLMAR
GREGG JOSHUA HEMINGWAY
FRANCIS "FRANK" KIRWIN
OZELL WARD
THOMAS HUDSON

CITY OF MOUNT DORA

2024 CHARTER REVIEW COMMITTEE

FINAL REPORT

THE FINAL REPORT OF THE MOUNT DORA 2024 CHARTER REVIEW COMMITTEE PROPOSING TO AMEND THE MOUNT DORA CHARTER TO: PROVIDE A PREAMBLE; REMOVE THE PROHIBITION ON VOTING IF NOT PHYSICALLY PRESENT; ESTABLISH THE CHARTER REVIEW COMMITTEE IN JANUARY; CREATE A PROHIBITION OF INTERFERENCE BY CITY COUNCIL MEMBERS EXCEPT THROUGH THE CITY MANAGER; RECOGNIZE GENERAL ELECTIONS ARE HELD BIANNUALLY; INCREASE TERM LIMITS TO TWELVE (12) CONSECUTIVE YEARS; REPEAL AND REPLACE CHARTER LANGUAGE REGARDING THE FILLING OF COUNCIL VACANCIES AND HOLDING SPECIAL ELECTIONS; AND REQUIRING A SUPERMAJORITY VOTE OF COUNCIL – 5 MEMBERS – TO APPOINT OR REMOVE THE CITY MANAGER.

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SECTION I – COVER LETTER

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

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

CHAIR LYNN TIPTON
VICE CHAIR ADRIAN COOMBES
KEASHAWN "KAY" VOLMAR
GREGG JOSHUA HEMINGWAY
FRANCIS "FRANK" KIRWIN
OZELL WARD
THOMAS HUDSON

CITY OF MOUNT DORA

June 6, 2024

Dear Mayor and Council Members:

On behalf of the Charter Review Committee, we greatly appreciate the honor of serving together for this review. We met, discussed, reviewed research and listened to legal and municipal experts. While we did not have a large amount of public comments, we did read and listen to those comments shared with us. You will find our recommendations attached.

We also believe it is our responsibility to share recommendations beyond the charter itself, as the document is most successfully implemented and upheld through effective administration. We are sharing these points in the order of the charter's articles in the hope they will help the council and municipal government going forward.

Proposed preamble: having reviewed the preambles of other cities in Florida, we find that this declaration allows the citizens to state common beliefs, commitments and visions for Mount Dora.

Article II: We are in consensus that a town-hall style meeting, with public participation and comment, should be held by the

Council to discuss the options for electing a mayor under the Council-Manager form of government. The Committee discussed this with Mr. Ken Parker, Coordinator for the ICMA-FCCMA Senior Advisors Program. Whether directly electing the mayor, using a rotational election for a one- or two-year term, or electing the mayor from within the council may prove a timely and helpful discussion for the council and the public.

Further, the committee is making the recommendation for term limits to be extended to twelve years (12) due to the need for continuity in leadership and vision as Mount Dora experiences growth and development. We believe with the onset of Form 6, obtaining and retraining effective elected officials is paramount to our city's future and extending the term limits is an effective tool to achieve those goals.

In our discussion of the recommended non-interference clause charter amendment for the Council, the committee discussed that the city's employee policies and manual related to employee grievance procedures may need to be reviewed. We recommend that such a review, which would necessarily be undertaken by city staff under the manager per the non-interference clause, if adopted, may benefit from a discussion of whether an employee committee may be formed to hear employee grievances at an appropriate stage in the administrative proceedings.

Article IV: the committee spent a great deal of time discussing misinformation and the lack of public knowledge and understanding of the city's form of government and respective roles of its elected officials. We recommend a townhall-style workshop with public participation to go over these roles

thoroughly and to provide additional information on the city's website regarding the mayoral and council roles and responsibilities, and those of the charter officers and Clerk. Perhaps the workshop can be video recorded and maintained on the website for future access.

With respect to the non-interference clause recommended in this article, we further believe that if it is adopted by voters, it then necessitates education. When the council holds its organizational sessions following elections, the form of government, said roles and responsibilities, and role of the city manager should be fully discussed with new council members, and reviewed by existing council members.

Article V: The committee spent time discussing the need for regular evaluative procedures to help the council and manager with key management strategies and goals. A performance matrix is recommended to assist the council and manager with discussions on effective and timely communications, sharing of information, goal implementation and other criteria. And, said matrix should be posted on the city's website for the public's education and understanding.

We appreciate the opportunity to share these recommendations in the spirit of improving Mount Dora's governance. It has been an honor to serve on this committee; we each took our charges seriously and have been deliberate in our review. We are available to discuss these recommendations in greater detail should that be desired.

Sincerely,

CITY OF MOUNT DORA

Sincerely,

Lynn Tipton, Chairperson

Ozell Ward, District 5

Adrian Coombes, Vice Chair

Thomas Hudson, At Large

Gregg Joshua Hemingway, District 1

Kaeshawn "Kay" Volmar, At Large

Frances "Frank" Kirwin, District 4

SECTION II – INTRODUCTION

CITY OF MOUNT DORA
2024 CHARTER REVIEW COMMITTEE
INTRODUCTION

Following the establishment of the 2024 Charter Review Committee, pursuant to Resolution 2024-12, the Charter Review Committee held nine (9) public meeting on April 11, April 18, April 25, May 2, May 9, May 23, May 30, June 3, and Jun 6, 2024, to discuss the City's Charter and make recommendations for City Council's consideration. The Committee members include Lynn Tipton, Adrian Coombes, Keashawn "Kay" Volmar, Gregg Joshua Hemingway, Francis "Frank" Kirwin, Ozell Ward, and Thomas Hudson. Lynn Tipton was elected as chair of the Committee and Adrian Coombes was elected vice-chair. All meetings were publicly noticed, public comment was welcomed, and minutes were kept in accordance with Florida's Sunshine and Public Records Laws.

At the first meeting, presentations were made by the City Attorney and Chair Tipton regarding charters generally, the charter review process, and Florida's Sunshine and Public Records laws. Members were invited to identify those areas of the charter warranting further discussion. By consensus, the Committee decided to review the entire Charter by section. At its April 18, 2024 meeting the Committee reviewed Articles I and II of the Charter, and a great deal of discussion occurred regarding the creation of a preamble to the City's Charter and the role of the Mayor. The Committee invited ICMA and FCCMA Senior Advisor Ken Parker to attend a future Committee meeting to discuss the various forms of municipal government and their respective advantages and disadvantages. Mr. Parker provided his presentation on May 9, 2024. The Committee reviewed Article III, regarding elections and vacancies, and Article IV, regarding the Mayor, on April 25, 2024. The Committee reviewed Article V, concerning the City Manager, and Articles VI and VII on May 2, 2024. Following its initial review of all sections of the Charter, the Committee discussed the various proposed amendments it had identified and drafts of proposed Charter Amendments were prepared by the City Attorney. On May 9, May 23, May 30, and June 3, the Committee went back through each section of the Charter, and narrowed and revised each of the proposed Charter Amendments presented in this Final Report. On June 3, 2024, the 2024 Charter Review Committee voted to propose eight (8) charter amendments to the City Council for its consideration to be placed on the ballot for the November general election. On June 6, 2024, the 2024 Charter Review Committee approved this Final Report for the City Council's consideration. In addition to the proposed charter amendments, the cover letter to this Final Report contains further recommendations for the City Council to consider going forward.

****

SECTION III – AMENDMENTS RECOMMENDED BY 2024 CHARTER REVIEW COMMITTEE

Ballot Title, Summary and Proposed Amendment – Preamble

A. Introduction/Purpose.

This Charter amendment would create a preamble to the charter. Many other municipalities have preambles, but the City of Mount Dora's charter does not. While the preamble does not create any specific rights or duties, it provides a statement of who Mount Dora is and its goals.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

CREATING A PREAMBLE TO THE CHARTER
OF THE CITY OF MOUNT DORA

Amending the charter by creating a preamble, stating the values, goals and purposes of the charter and acknowledging that Mount Dora is "SOMEPLACE SPECIAL." This charter amendment does not create any new rights, duties, obligations, or prohibitions.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Part I, Preamble of the Mount Dora Charter is created. (Underline text is added to the charter).

PART I - PREAMBLE

We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is "SOMEPLACE SPECIAL." We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 4

A. Introduction/Purpose.

This Charter amendment would remove the prohibition on members of the city council being able to cast votes *in absentia*. The pandemic and advances in technology have created the possibility of having members who are physically absent being able to fully participate in city council meetings. Removing the prohibition means that whether a member may participate and vote while not being physically present will be determined in the future by the general law of the State of Florida.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

REMOVING THE PROHIBITION ON VOTING IN ABSENTIA

Amending the charter by removing the prohibition on city council members voting *in absentia*. This amendment will cause the determination of whether a member of the city council can participate and vote while not physically present will be determined by the general law of the State of Florida.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. II., Sec. 4, is amendment, Preamble of the Mount Dora Charter is created. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. II., Sec. 4

The city council shall consist of seven (7) members, including the mayor. The mayor shall be considered a member of the city council for all purposes. ~~Members of the city council may not cast votes *in absentia.*~~

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 9(a) – Scheduling Charter Review

A. Introduction/Purpose.

This Charter amendment would amend when the charter review ad hoc committee would be formed and establish the year from when the review period would begin.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

AMENDING THE MONTH FOR ESTABLISHING
THE CHARTER REVIEW COMMITTEE

Amending Section 9, to establish the charter review committee in January instead of April, and to amend the year from which the establishment of the committee begins.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. II., Sec. 9, amending the month establishing the charter review committee. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. II., Sec. 9

The city council shall cause this charter to be reviewed ~~in 2014~~from 2024 no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its direction. The ad hoc committee shall be appointed no later than the first regularly scheduled meeting of ~~April~~ January. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 9(b) – Non-Interference

A. Introduction/Putpose.

This Charter amendment would create a prohibition on members of the city council interfering with the administration of the City except through the City Manager. Many cities operating under the council-manager form of government have a charter provision prohibiting members of the city council from interfering with the operations of the City except through the City Manager. Creating this prohibition is consistent with best practices and the majority of other cities having this form of government. This amendment would also renumber Section 9.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

RENUMBERING AND PROHIBITING CITY COUNCIL MEMBERS FROM INTERFERING WITH OPERATIONS EXCEPT THROUGH CITY MANAGER

Amending Section 9, renaming section, renumbering, and adding a prohibition on city council members interfering with city operations except through the City Manager.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. II., Sec. 9, creating Section 9(b), renaming section, and renumbering section. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. II., Sec. 9

(a) *Duties.*

(1) The city council shall, by resolution, annually adopt a budget which is consistent with state law, city policy and procedures, and generally accepted accounting principles.

(2) The city council shall annually cause to be conducted an audit of the accounts and records of the City of Mount Dora. The audit shall be performed by an independent certified public accountant, who shall be engaged for a term of no longer than five

successive years, and who may not be engaged for an immediately successive term of any length following any five successive years, including any years served prior to the adoption of this provision. Upon receipt of the auditor's annual report, the city council shall adopt, by resolution, time parameters and procedures for the correction of all deficiencies noted in the auditor's annual report.

(3) The city council shall create and maintain a codification of ordinances. The codification shall contain those ordinances designated by the city council in its sole and absolute discretion. The city council shall annually cause the codification established hereunder to be reviewed under the supervision of the city attorney. The city shall also periodically update the codification established hereunder. A report of the codification review shall be presented to the city council no later than the first regularly scheduled council meeting of August.

(4) The city council shall cause this charter to be reviewed in 2011 and no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its discretion. The ad hoc committee shall be appointed no later than the first regularly scheduled council meeting of April. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.

(5) The city council shall individually make appointments to all boards and ad hoc committees created by the city council based upon procedures from time to time be established by the city council.

(b) *Prohibitions*.

(1) *Interference with administration*. Except for the purpose of inquiries and investigations authorized by the city council, the city council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager; neither the city council nor its members shall directly issue orders to these staff members, publicly or privately. This provision shall not be construed to restrict individual councilmembers from actively monitoring city operations, including asking questions and engaging in discussions with the city manager regarding matters concerning supervised employees, and to offer opinions and recommendations on such matters. Suggestions for improvement in city government operations from individual council members shall be made through the city manager so that the city manager may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.

D. <u>Financial Analysis and Impact</u>:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 11– Biannual General Elections

A. Introduction/Purpose.

This Charter amendment corrects changes made to the election cycle in 2019 to reflect that general elections will be held biannually.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

CORRECTING THE CHARTER TO REFLECT GENERAL ELECTIONS ARE HELD BIANNUALLY

Amending Section 11 to correctly reflect general elections are held biannually.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. III, Sec. 11, amending to reflect biannual general elections. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. III., Sec. 11

A general election shall be held ~~each year~~ biannually on the first Tuesday after the first Monday in November. Special elections, other than those expressly provided for herein, may be called for by the city council as the city council, in its sole and absolute discretion, deems necessary.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 12– Renumbering and Increasing Term Limits

A. Introduction/Purpose.

This Charter amendment provides subheadings, brings the language up to date, and increases the term limits from eight (8) consecutive years to twelve (12) consecutive years.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

INCREASING THE TERM LIMITS TO TWELVE CONSECUTIVE YEARS AND ADDING SUBHEADINGS

Amending Section 12 to increase the term limits to twelve (12) consecutive years, adding subheadings, and bringing language up to date.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. III, Sec. 12. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. III., Sec. 12. Terms.

(a) *Terms*. The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results.

(b) *Staggered terms*. All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4, and the representative of district 5 shall be elected ~~for a three (3) year term beginning in 2021 and thereafter, beginning in 2024, for four (4) year terms~~. In 2022 and every four years thereafter, the representative of district 2, the representative of district 3, and the at-large representative shall be elected ~~for four (4) year terms beginning in 2022~~.

(c) *Term limits*. The mayor, any district representative, and the at-large representative may only serve ~~eight (8)~~ twelve (12) consecutive years ~~in the same position~~. The time served by a person appointed or elected to fill the remainder of a vacant position shall ~~no~~t be included in the ~~eight-year~~ twelve (12) year limitation.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Section 17– Council Vacancies

A. Introduction.

This Charter amendment repeals and replaces the current Section 17 language regarding council vacancies in office and the holding of a special election to fill a council vacancy. The amendment further creates subheadings and reorganizes the language of the current charter regarding council vacancies and forfeiture from office.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

REPLACING AND REORGANIZING CHARTER LANGUAGE REGARDING COUNCIL VACANCIES AND SCHEDULING SPECIAL ELECTIONS

Amending Section 17 to clarify requirements for filling council vacancies and holding special elections, reorganizing section with subheadings.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. III, Sec. 17. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. III., Sec. 17. Vacancies.

~~The office of any councilmember, including the office of the mayor, who dies or resigns, or who is removed from office, or who is absent from four (4) consecutive regularly scheduled council meetings, shall be declared vacant by resolution of the remaining councilmembers. The office of any councilmember, including the office of the mayor, who is absent from four (4) nonconsecutive regularly scheduled council meetings during a calendar year, may be declared vacant by resolution of the remaining councilmembers. The office of any councilmember who is a district representative, and who establishes a permanent residence outside of the district which the councilmember represents, shall be declared vacant by resolution of the remaining councilmembers.~~

~~Should the office of any councilmember, including the office of the mayor, be declared vacant more than one hundred eighty (180) days prior to the first Tuesday after the first~~

~~Monday of the immediately following November, the city council shall call for a special election to fill the vacancy for the remainder of the term of the office vacated.~~

~~Should the office of any councilmember, not including the mayor, be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the mayor shall appoint, with the approval of city council, an elector of the city, who is qualified to hold the particular office declared vacant, to fill the vacancy.~~

~~Should the office of the mayor be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the vice-mayor shall assume the office of the mayor. The council office held by the vice-mayor shall be declared vacant and shall be filled in accordance with this section.~~

~~Any city council office, including the office of the mayor, filled by appointment pursuant to this section shall be open for election on the first Tuesday after the first Monday of the immediately following November, whereupon the office will be filled for the unexpired portion of the existing term or for a full term, whichever is applicable.~~

(a) *Vacancies*. The office of any councilmember shall become vacant upon the member's death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.

(b) *Forfeiture of office*. A councilmember's forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances:

  (1) *By absence*. A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare a member's forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year.

  (2) *By disqualification*. Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent.

(c) *Filling vacancies*. A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biannual general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy, to be held as soon as practicable. If a vacancy in the office of the mayor occurs, the vice-mayor shall assume the office of the mayor for the remainder of the mayor's original term, and the council

office held by the vice-mayor shall be filled in the manner provided in Section 7 of the Charter.

D. Financial Analysis and Impact:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

Ballot Title, Summary and Proposed Amendment – Sections 20 and 21 – Appointment/Removal of City Manager - Super Majority

A. Introduction/Purpose.

This Charter amendment provides that the City Manager shall be appointed and removed by a super majority vote of the City Council, meaning five (5) members of the City Council must vote to appoint or remove the City Manager.

B. Ballot Proposal: The ballot title and question for Question #__ are as follows:

REQUIRING SUPER MAJORITY VOTE OF CITY COUNCIL TO APPOINT OR REMOVE CITY MANAGER

Amending Sections 20 and 21 to require a super majority vote of the city council, five (5) votes, to appoint or remove the City Manager.

Budget Director's estimated financial impact: _____.

_____ Yes

_____ No

C. Text Revisions: Art. V. Secs. 20-21. (Underline text is added to the charter and ~~strikethrough~~ text is removed).

Art. V., Sec. 20. Appointment.

The city council shall, by a super majority (five (5) members) vote of the full council, appoint a city manager.

Art. V., Sec. 21. Removal.

The council may remove the city manager by a super majority (five (5) members) vote of the full council. However, upon demand by the city manager, a public hearing shall be held prior to a vote to remove the city manager. The public hearing shall be held, at a city council meeting, not earlier than fifteen (15) days nor more than thirty (30) days after the demand is served. The demand must be in writing and served upon the mayor. The city manager shall continue to receive full salary until removed from office.

D. <u>Financial Analysis and Impact</u>:

Based on information provided by the Budget Director, the cost of the proposed amendment is approximately _____, which represents _____.

SECTION III – SPANISH TRANSLATIONS OF BALLOT TITLES AND SUMMARIES

(To be supplied following City Council Adoption)

SECTION IV – EXHIBITS

(Minutes of All Meetings of 2024 CRC; Presentations Provided to CRC During Public Meetings; and Matrix of All Proposed Charter Amendments)

EXHIBIT A - MINUTES

CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
APRIL 11, 2024, 3:00 P.M.

Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. City Attorney Patrick Brackins called to order the April 11, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Keashawn "Kay" Volmar, Mayoral Appointee
Francis "Frank" Kirwin, Vice-mayoral Appointee
Gregg Joshua Hemingway, District 1
Lynn Tipton, District 2
Adrian Coombes, District 3
Ozell Ward, District 5
Thomas Hudson, At-large

Also Present

Vince Sandersfeld, Acting City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Committee members and staff introduced themselves.

ELECTION

A. Chairperson

MOTION BY MR. HEMINGWAY TO NOMINATE MS. TIPTON TO SERVE AS COMMITTEE CHAIRPERSON; MS. VOLMAR SECONDED THE MOTION. MS. TIPTON WAS ELECTED CHAIRPERSON BY A 7-0 ROLL CALL VOTE.

B. Vice-chairperson

MOTION BY MR. KIRWIN TO NOMINATE MR. COOMBES TO SERVE AS VICE-CHAIR; MR. HEMINGWAY SECONDED THE MOTION. MR. COOMBES WAS ELECTED VICE-CHAIR BY A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

CITY ATTORNEY REPORT-LEGAL REVIEW PRESENTATION

Mr. Brackins suggested the committee set their meeting schedule. He provided an overview of the committee's duties and the timeline for their work to be completed. Mr. Brackins recommended the committee be prepared with their final report toward end of May. The Supervisor of Elections needs amendments to be received no later than August 23rd. Mr. Brackins explained requirements for amendment ballots.

Mr. Brackins reviewed Sunshine Law and Public Records laws, especially as they apply to the committee members.

NEW BUSINESS

A. Charter Overview

Ms. Tipton opened discussion regarding frequency of meetings and length of meetings.

Meetings would take place on Thursday afternoons, beginning at 3:00 p.m., and lasting as long as necessary. Committee members discussed the method by which they would conduct the charter review. Ms. Tipton suggested members notify the City Clerk regarding absences.

Committee members were advised that material to be shared with the committee should be communicated through the City Clerk.

Ms. Tipton shared a presentation from the Florida League of Cities on the topic of Charters, which included information specific to the State of Florida and the City of Mount Dora.

The committee began a review of Articles I through VII to consider sections for possible amendment.

Committee members discussed considering form of government, Charter positions, length of term, Council size, the roles of Mayor and Vice-mayor, residency requirements for City positons, Council actions and minutes, non-interference charter provisions, and the City Manager role and evaluation.

The extent to which the Committee could suggest actions to Council was discussed.

Mr. Hemingway expressed interest in Initiative and Referendum (Article VI.)

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

Chairperson Tipton worked with the committee to define their approach for continuing their review at future meetings. The committee acknowledged the meetings may sometimes exceed two hours. It was noted that public participation may occur at different times throughout the meeting. The committee discussed methods for obtaining public feedback.

Chairperson Tipton asked committee members to confirm that the contact information appearing on the roster was correct.

Committee consensus would be sought for proposed Charter changes.

ADJOURNMENT

MOTION BY MR. COOMBES TO ADJOURN; MR. WARD SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 4:19 p.m.

Lynn S. Tipton

LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee

Jeanann Hand

JEANANN HAND, CITY CLERK
City of Mount Dora

CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
APRIL 18, 2024, 3:00 P.M.

Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. Chairperson Tipton called to order the April 18, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present

Lynn Tipton, Chairperson, District 2
Adrian Coombes, Vice-chair, District 3
Keashawn "Kay" Volmar, Mayoral Appointee
Francis "Frank" Kirwin, District 4
Gregg Joshua Hemingway, District 1
Ozell Ward, District 5

Members Not Present

Thomas Hudson, At-large

Also Present

Vince Sandersfeld, Acting City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

APPROVAL OF MINUTES

A. April 11, 2024 Charter Review Committee Minutes

MOTION BY MR. KIRWIN TO APPROVE THE MINUTES FROM THE APRIL 11, 2024 CHARTER REVIEW COMMITTEE MEETING; VICE-CHAIR COOMBES SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment.

Joe Lewis, 148 Charles Avenue, spoke about public perception of the role of Mayor and ways the City could imprint a more accurate perception of the powers of that role.

Chairperson Tipton closed public comment.

NEW BUSINESS

A. Charter Review: Article I-Establishment of Entity

Chairperson Tipton introduced the topic and City Attorney Brackins explained the purpose of the items in Article I.

Section 1. Corporate Boundaries is not something that would be changed by the Charter Review Committee.

Section 2. Powers currently cites F.S. ch. 166 as the basis for Municipal Home Rule powers. Mr. Brackins mentioned that a more accurate statement would be "...all power allowed by general law," which would then more comprehensively state the derivation of the municipality's powers from the Constitution of the State of Florida.

Mr. Brackins referenced material he had distributed to the committee, comparing the Powers

section of the Charter from the City of Maitland and from the Charter of Ponce Inlet with the current Charter of the City of Mount Dora.

At the request of the committee, Mr. Brackins reviewed the hierarchy and weight of governing documents, from Constitution to Resolution, and the role of Home Rule Authority.

The Committee considered the addition of a Preamble.

The Committee discussed the importance of certain boards and commissions appointed by Council, and the role of the Charter in protecting the existence of those bodies.

The Committee discussed including historic preservation in the preamble, if one were to be added to the Charter.

Chairperson Tipton confirmed the Committee's consensus to revisit Article I with the consideration of adding a Preamble. Charter Review Committee members will submit Preamble ideas to the City Clerk.

The City would provide and the Committee would review Ordinance No.2007-954, which is referenced in Article I, Section 3 of the current Charter.

B. Charter Review: Article II-Legislature

The Committee discussed the number of Councilmembers, the various methods for choosing a Mayor, and the configuration of districts. Continuing the option of running At-large was discussed. The Committee discussed changing the method of electing the Mayor. The Committee discussed the advantages of districts and the specialized role of the Mayor.

The Committee discussed the impact of growth, especially when considering district boundaries.

The Committee further discussed the role of Mayor, public perceptions of that role, compensation for that role, and methods of election. Some Committee members favored rotation of Councilmembers filling the position of Mayor, or a Council-elected Mayor. Others favored the current process, voicing appreciation for the benefits of longevity, specialized dedication to the position, and the cross-district reach of the At-large election for this role.

The Committee consulted the City's District Map, which was presented on the monitors in the chamber.

The Committee would continue discussion of Article II at the next meeting.

The City would invite ICMA and FCCMA Senior Advisor Ken Parker to attend a Charter Review Committee meeting to speak about the various forms of municipal government structure and their advantages and disadvantages.

The Committee requested:

- The population changes in each district
- The number of voters who participated in the last election in each district, by candidate.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

A. April 25, 2024, 3:00 p.m.

Chairperson Tipton would not be present at the next meeting. Article III-Elections and Vacancies, and Article IV-Mayor would be discussed at the next meeting. Further discussion on Articles I and II will continue once Chairperson Tipton and an outside subject-area expert are able to attend the meeting.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment.

Christine King-Harris, 402 East Jackson Avenue, spoke about maintaining the character of the community throughout periods of growth.

Chairperson Tipton closed public comment.

OTHER BUSINESS

Mr. Brackins referred to the material he distributed to Committee members and staff at the beginning of the meeting, pointing out examples of non-interference clauses and references to minutes.

Mr. Brackins brought to attention the sentence in Article II, Section 4 of Mount Dora's Charter which prohibits Councilmembers voting in absentia

ADJOURNMENT

MOTION BY MR. COOMBES TO ADJOURN; MR. WARD SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 5:02 p.m.

All documents referenced at this meeting are available at the following link: https://files.ci.mount-dora.fl.us/?u=xyYp&p=T2Ff

ADRIAN COOMBES, VICE-CHAIR
2024 Charter Review Committee

JEANANN HAND, CITY CLERK
City of Mount Dora

CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
APRIL 25, 2024, 3:00 P.M.

Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. Vice-chair Coombes called to order the April 25, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present
Adrian Coombes, Vice-chair, District 3
Gregg Joshua Hemingway, District 1
Francis "Frank" Kirwin, District 4
Thomas Hudson, At-large

Members Not Present
Lynn Tipton, District 2
Ozell Ward, District 5
Keashawn "Kay" Volmar, Mayoral Appointee

Also Present
Vince Sandersfeld, Acting City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

APPROVAL OF MINUTES

A. April 18, 2024 Charter Review Committee Minutes

MOTION BY MR. HEMINGWAY TO APPROVE THE MINUTES FROM THE APRIL 18, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. HUDSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Vice-chair Coombes opened public comment. No one spoke. Vice-chair Coombes closed public comment.

NEW BUSINESS

Vice-chair Coombes reminded the Committee that they had decided to complete their review of Articles I and II at a later meeting. He announced Ken Parker's visit to speak to the Committee on May 9th.

Mr. Coombes reviewed the preamble assignment. Mr. Brackins told Committee members he would provide preamble examples to them.

Committee members acknowledged receipt of an email from a resident who communicated his thoughts on the Committee's task. The email is attached to the minutes as Exhibit A.

A. Charter Review: Article III-Elections and Vacancies

Committee members acknowledged the need for a revision to the current Charter's **Section 11. General and special elections**, which states "a general election shall be held each year." Committee members discussed options for filling a seat if a position is vacated.

Vice-chair Coombes mentioned the current **Section 12. Terms** leaves open the possibility for an individual to serve 24 years, since the stated 8-year term limit applies only to a particular seat. Mr. Coombes also suggested removing the language that was written specifically to guide the City through its transition in term lengths, since the language had served its purpose and was no longer

necessary.

Committee members reviewed **Section 17. Vacancies** and discussed options for filling vacated seats. Members considered filling a vacated seat by Council appointment of the candidate who placed second in the election, or by Council receiving applications from those who wish to serve and appointing from the applicant pool. Committee members wished to save the City from the expense of a special election. Committee members discussed the value of staggered terms. Mr. Brackins informed Committee members about various ways this challenge had been addressed in other municipalities.

Committee members favored the process of appointing from the pool of submitted applications. After choosing an applicant, Councilmembers would make a nomination and vote on the appointment of the desired applicant. The chosen applicant would take seat until next general municipal election. Their re-election would follow the City's regular election schedule.

Mr. Brackins would provide for the Committee's review draft language of Sections 12 and 17 according to the Committee's discussion.

Mr. Kirwin suggested the sections about absences should be modified to allow for attendance and/or participation by electronic communication technology such as Zoom. The Committee and Mr. Brackins discussed allowances and limitations for electronic communication technology.

Committee members suggested the term limit language in the last paragraph of Section 12 should not include "…in the same position," and that the word "not" should be stricken from the last sentence so that a partial term that occurs as the result of a vacancy would contribute to the measurement of the overall term limit.

The Committee reviewed and discussed **Section 16. Removal.** Mr. Hemingway expressed concern over the lack of recourse available should an official's behavior be found unacceptable for their office.

Mr. Brackins would provide the Committee a broad non-interference clause that the Committee could customize to what they believe is best for the City's Charter.

B. Charter Review: Article IV-Mayor

Mr. Kirwin distributed a draft of his suggestions for this section, which included the powers already listed in the Charter as a. through h., with the addition of prohibitions listed in his draft. Mr. Kirwin's draft is attached to the minutes as Exhibit B. The Committee discussed reasons certain duties are performed by the Mayor. The Committee discussed purchasing limits and signing authority. Florida Statute requires the head of the city government sign plats. Checks and balances were discussed. The Committee was in favor of prohibitions applying to councilmembers as well as the mayor. They discussed reasons why certain items are or are not included in the Charter.

Non-interference language would be included in Article II.

The Committee discussed what would be appropriate to include in their recommendations to Council. They also discussed appropriate communications with the City Attorney.

C. City Attorney and Staff Reports

Mr. Brackins would provide to the Committee drafts of preambles, a draft for Article II, Section 9, possible solutions for language regarding voting in absentia, and information on staggered elections.

The Committee briefly reviewed statistics from the 2022 District 3 election.

Mr. Sandersfeld would provide maps of the Mount Dora districts with population counts from the last Census.

The Committee was provided with printed copies of preamble drafts submitted by Mr. Kirwin

and Mr. Coombes, which are attached to the minutes as Exhibit C and Exhibit D.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE
A. May 2, 2024, 3:00 p.m.

ADJOURNMENT
There being no further business for discussion, Vice-chair Coombes adjourned the meeting at approximately 4:48 p.m.

LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee

JEANANN HAND, CITY CLERK
City of Mount Dora

Hand, Jeanann

From: Mark Slaby <marklslaby@gmail.com>
Sent: Thursday, April 25, 2024 8:38 AM
To: Kvolmar97@gmail.com; GJ Hemingway; tipster5fla@gmail.com; adriancoombesmdpz@gmail.com; Fkirwin1@gmail.com; ozchrtrev24@gmail.com; thudson009@comcast.net
Cc: Hand, Jeanann
Subject: Charter Review Work - Thoughts

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Team,

Thanks for taking time to work on this important task.

Over the years, I've noted a few things and wanted to share them with you for your consideration as you review. Most of these items have come out from conversations with people who have asked me about x, y or z... I found some other cities, notably, Winter Park to find examples. I did not go too deep into the reasoning — feel free to individually contact me (sunshine) if you care to talk more on this or any other issue.

I'm being as brief as I can here to not belabor a point.

Best,
Mark Slaby
Citizen of Mount Dora
352 973 1604 Phone/text

Item 1.

Article III - Section 17. Filling Vacancies… This might need your review since terms are for four years now. Would it be ok that if, say, a seat opens up early in the term that the seat is filled as provided and the special election is on the next 2 year cycle… so that the city would not incur costs of a special election. Just look it over to see if there is a way to avoid special elections.

Item 2.

Term limits/terms- 8 years is what we have now… but with At large, Districts and Mayor — without moving one could serve 24 years — might want to change it to be more absolute. The citizens wanted term limits — and this does not match

Also — small item — but the phase in of the 4 year terms is done and the paragraph in the Charter for that could be removed or cleaned up… in 2075, for example, we don't need to know how the phase in worked in 2021-2023...

Example

Sec. 2.04. - Term of office.

(a) *Term.* The term of office of any person or persons elected commissioner or mayor at any general election held in the city shall be three (3) years and shall commence and begin on the date of the first city commission meeting following certificate of the election results.

(b) *Term limits.* Consecutive terms of any Member of the City Commission and the mayor shall be limited to four (4) consecutive full terms in office, either as Mayor or Commissioner or any combination thereof. The time served by a person appointed, or elected to fill a vacancy on the City Commission shall not constitute a full term of office. The time served by a City Commissioner or Mayor who resigns or otherwise vacates office shall constitute a full term in office regardless of the time served.

Item 3.

Use of resources by Council Members acting individually — not as Council Members. City Attorney and City Manager work for the Council, not any of the people individually. I remember a conversation with James Homich many years ago (so I may be wrong on the details) but there was a case somewhere with a School Board where the individual members, meeting with the Superintendent, were basically getting a count of votes on things without the sunshine — the point for me is more a waste of City Manager time — SEVEN council members with meeting time with the City Manager going over things that could be taking care of once at a public meeting. — Not sure how to solve that in the Charter but just know that the citizens of the city are getting less manager time for doing the job with the SEVEN members getting more than needed.

Similar for the Attorney — Mr. Crail is sending out $ on attorney fees — some council members are burning up attorney time — the attorney is for the Council — not individuals. Not sure how to handle that. The City Attorney currently might be able to offer ideas on how the Charter might be a good spot for a fix.

Example:

ARTICLE VII. - PROHIBITIONS

[Section 7.01. - Established.]

(a) *Appointment and removals.* Neither the mayor nor the council nor any of its members shall in any manner dictate the appointment or removal of any city administrative officers or employees whom the city administrator or any of the subordinates are empowered to appoint, but the council or mayor may express their views and full and freely discuss with the city administrator, anything pertaining to appointment and removal of such officers and employees.

(b) *Interference with administration.* Except for the purpose of inquiries and investigations, the mayor[,] the council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city administrator solely through the administrator, and neither the mayor, the council, nor its members shall give orders to any such officer or employee, either publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the council or the mayor from closely scrutinizing by questions and personal observation, all aspects of city government operations so as to obtain independent information to assist the members in the formulation of sound policies to be considered by the council. It is the express intent of this Charter, however, that recommendations for improvement in city government operations by individual councilmembers or the mayor be made to and through the city administrator so that the administrator may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.

Item 4

I cringe when staff recommends the auditor and the rubber stamp of Council approves the recommendation. Not that the staff are crooks, but a Charter should be the place to safeguard citizens… and what better way for dastardly things to occur as when the Council — often not accounting/financial people — have to hire an

auditor… Listen to the recordings of the last appointment or two of auditors "I trust staff to pick the auditor to audit themselves" was the theme…

Sec. 2.17. - Annual financial audit.

In accordance with the general laws of the state, there shall be an annual financial audit to be completed, within six (6) months after the end of the fiscal year, by an independent certified public accountant. The city commission shall institute a competitive selection process and to this end shall establish an auditor selection board consisting of five (5) members. One (1) member of this board shall be a city commissioner appointed by the commission. The remaining four (4) members shall be residents of the city who have the qualifications of electors therein and are not city employees. This board shall be charged with the responsibility to solicit proposals and to screen and evaluate the proposals received. The auditor selection board shall submit its recommendations to the city commission which shall then select an auditor and award a contract for a term not to exceed three (3) years.

Item 5
The last few election cycles have seen direct contributions to candidates from political organizations — if you want nonpartisan elections, seems more teeth is needed.

Sec. 3.01. - Nonpartisan elections.

(a) All qualifications and elections for the office of city commissioner or mayor shall be conducted on a nonpartisan basis without regard for or designation of political party affiliation. Upon qualifying for office through the election, a candidate for the office of city commissioner or mayor shall not:

(1) Campaign and/or publicly represent or advertise herself or himself as a member of any political party; or

(2) Accept campaign contributions from any political party.

(b) A candidate for commissioner or mayor who violates a provision of this section shall be liable for a civil fine of up to $1,000.00 per violation. The city commission shall adopt an ordinance describing the procedure to determine violations, provide due process, and set fines.

Item 6.
Compensation of Council. Language that says something like this would be good. — "Compensation is X monetary only. No other benefits to Council members…" The attorney should be able to assist with some tighter language.

The ability of council to get "more" than just the direct monetary Compensation is not good for oversight. In the past, Council members were able to use the clinic and pay a fee. Where does objectivity go when you participate in something that you review (budgetary)? Will you vote to end the clinic if it is shown to not be a good fit for the city? I see an appearance issue. Independent oversight, not participatory oversight.

Remember — The Charter protects the citizens in cases where someone might act in selfish best interest.

It is the clinic now.. in the future…(made up examples)... Get the city rate for gas at the motor pool, get to participate in the 'free massages for employees', "Free 3 hours of legal advise for all employees".

I'm not making a character comment on those that have used the clinic — they see no problem in it as they are thinking that if there was a vote — they would be angelic and impact themselves and family negatively to close the clinic if that was the best path at the time. I'm just saying that there might be a Council person someday that is just after the 'Gimme stuff' … and staff might also be inclined to dream up more "Gimme stuff" if they know that they can get the Council members hooked into it too which would preserve that item.

Item 7.
Council Make Up

4 districts, 2 at large and 1 mayor seemed better to me… (I'd think that a 5 person council would be politicians might lose their mind)… I don't expect you to come up with that as a recommendation but most cities have smaller councils. The representation is not much different.. 20,000 people represented by 5 or 7 members is not materially different. When we get to 30,000, should we have 9 members? No…. Not expecting this to go through — just pointing it out.

ARTICLE IV: Mayor

Section 18: Powers, Duties and Prohibitions

The mayor shall have the following powers and duties:

(a)through (h)

Prohibitions

(a) The elected or appointed mayor shall hold no other office during the term of duty.

(b) The elected or appointed mayor shall not in any manner dictate the appointment or removal of any city administrative officers or employees whom the manager is empowered to appoint.

(c) The elected or appointed mayor shall not deal in any manner with the city officers and employees who are subject to the direct or by authorized supervision of the manager. The mayor may not give orders to such officers or employees, either publicly or privately.

This should also be reworded and added the Article II Section 9 directing Council.
Some line of punishment might also be considered. Often there is no power to a restriction if there is no penalty attached.

EXHIBIT C

We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. By this action we aim to encourage and protect our unique environment, cultural and architectural history, social diversity with justice and equality for all community members. We intend this charter to provide a government that responds to the will and values of the people, promotes social equity, improves efficiency, authority and provides responsibility and cooperation.

Hand, Jeanann

From: adriancoombesmdpz@gmail.com
Sent: Wednesday, April 24, 2024 12:51 PM
To: Hand, Jeanann
Cc: 'Patrick Brackins'
Subject: Draft City of Mount Dora Charter preamble

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Jeanann, (Patrick FYI)

Following on from last week's Charter Review Committee meeting, here is a draft effort at a Charter preamble for Mount Dora for consideration by members at one of our upcoming Charter Review meetings.

Suggested Mount Dora Chart preamble

Since the first charter was awarded to the City of Mount Dora, Florida in 1910, residents and visitors alike have highly valued the historical ambience of our town, which is further enhanced by its unique geographical location on the shores of Lake Dora. In the minds of our citizens, Mount Dora is **"Someplace Special".** The vision and legacy of our founding families continues to serve as a beacon for how we want our City to continue to be seen in the future. With a strong National reputation as a City that values the arts, Mount Dora is regularly cited as one the best small towns/cities to visit in the USA. Our Charter serves to guide both our citizens and elected officials to ensure that our history, arts, culture and ambience, combined with a welcoming attitude to all visitors, is enshrined in a way that preserves and strengthens all that is best about our City for the future.

Regards
Adrian Coombes

CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
May 2, 2024, 3:00 P.M.

Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m., Chairperson Tipton called to order the May 2, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present
Lynn Tipton, Chair, District 2
Adrian Coombes, Vice-chair, District 3
Gregg Joshua Hemingway, District 1
Francis "Frank" Kirwin, District 4
Ozell Ward, District 5
Thomas Hudson, At-large
Keashawn "Kay" Volmar, Mayoral Appointee

Also Present
Vince Sandersfeld, Acting City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

APPROVAL OF MINUTES

A. April 25, 2024 Charter Review Committee Minutes

MOTION BY MR. KIRWIN TO APPROVE THE MINUTES FROM THE APRIL 25, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. HUDSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment.

Christine King-Harris, 402 East Jackson Avenue, requested clarification on the percentage comprising plurality. Mr. Brackins explained that for Council to pass an item, there must be a majority vote of the members present, assuming there is a quorum in attendance. A charter amendment would require a majority vote of the public.

Chairperson Tipton closed public comment.

NEW BUSINESS

A. Charter Review-Article V. City Manager

The Committee considered Section 19. Establishment of Office.

The Committee discussed the appropriate place for a non-interference clause, specifically a clause to prevent Council from interfering with the duties of the City Manager. It was suggested that the clause would be more appropriately placed in Article II. Legislature, which addresses the behavior of Council.

The Committee recognized instances for the adjustment of pronouns to be converted to gender neutral terms. Mr. Brackins recommended a charter amendment to solely address gender neutrality.

Ms. Tipton pointed out that City Manager candidates frequently examine a City Charter to consider their prospective role in the City.

The Committee discussed whether particular requirements or qualifications would be most effectively placed in the Charter, or placed in other documents, such as employment agreements, resolutions, or ordinances.

The Committee recognized their duty to avoid placing elements in the Charter that would conflict with other governing documents of the City.

The Committee concluded they would like a non-interference clause to be placed in Article IV.

The Committee considered Section 20. Appointment

The Committee discussed interpretation of the language "majority vote of full council."

Committee members exchanged ideas regarding the minimum number of Councilmembers required to be present to vote upon the appointment of a City Manager. They considered the allowance to vote in absentia. The current Charter does not allow for voting in absentia. Committee members discussed requirements for valid voting in absentia.

Chairperson Tipton confirmed that, at this point, the Committee agrees that a super-majority vote of the full Council (5) must vote to appoint a City Manager. The Committee also agreed the same would be required for City Manager removal.

Ms. Tipton reminded the Committee that these are not yet their final recommendations, and they would have time to reconsider before presenting their report to Council.

The Committee reviewed Section 21. Removal.

The Committee discussed availability of due process for a City Manager in the event of removal.

The Committee considered the objectives of changes to this section, if any.

The Committee considered Section 22. Compensation

The Committee considered how compensation is determined. They discussed what role, if any, Council should have in determining compensation. They discussed a recommendation to Council for a policy that sets a schedule for evaluation of City Manager performance and fair compensation. They acknowledged the importance of competitive compensation, and of communication regarding goals. They discussed the appropriate level of explicit direction that should be included in Charter language.

Mr. Brackins would bring suggested language to accomplish the Committee's intention for this section regarding a clear yet broad statement related to performance goals and evaluation.

Section 23. Power and Duties

The Committee found no points of discussion regarding (a) through (j).

They discussed a residency requirement, and agreed the requirement should not be listed in the Charter.

The Committee discussed Section 24. Acting City Manager, noting the time frame mentioned in the Charter. They acknowledged Council's power in this section to revoke or appoint within or beyond the conditions stated in the Charter. The Committee had no suggestions for this section.

B. Charter Review-Article VI. Initiative and Referendum

The Committee had no recommendations for changes to Article VI. Initiative and Referendum.

Mr. Brackins explained Severability.

C. Article VII. Building Heights

The Committee had no suggestions.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

A. Thursday, May 9, 2024, 3:00 p.m.

Chairperson Tipton mentioned Mr. Parker's presentation at the next meeting. Mr. Kirwin announced he would be absent from next week's meeting. Mr. Kirwin was asked if he had any questions for Mr. Parker. Mr. Kirwin mentioned his interest in at-large seats.

After Mr. Parker's presentation, the Committee would go back to review Articles I and II.

PUBLIC COMMENT

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

ADJOURNMENT

MOTION BY MR. HEMINGWAY TO ADJOURN; MR. WARD SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Chairperson Tipton adjourned the meeting at 5:03 p.m.

Lynn S. Tipton

LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee

Jeanann Hand

JEANANN HAND, CITY CLERK
City of Mount Dora

CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE MINUTES
MAY 9, 2024, 3:00 P.M.

Mount Dora City Hall
510 North Baker Street
Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. Chairperson Tipton called to order the May 9, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present
Lynn Tipton, Chairperson, District 2
Adrian Coombes, Vice-chair, District 3
Gregg Joshua Hemingway, District 1
Ozell Ward, District 5
Keashawn "Kay" Volmar, At-large
Thomas Hudson, At-large

Members Not Present
Frank Kirwin, District 4

Also Present
Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk
Ken Parker, ICMA Senior Advisor

APPROVAL OF MINUTES

A. May 2, 2024 Charter Review Committee Minutes

MOTION BY MR. WARD TO APPROVE THE MINUTES FROM THE APRIL 18, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. HEMINGWAY SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

NEW BUSINESS

A. Presentation by FCCMA Senior Advisor Ken Parker: Forms of Government

Ms. Tipton introduced Mr. Parker. Mr. Parker's presentation is attached to the minutes as Exhibit A.

Mr. Parker spoke to the Committee about forms of government and various methods to elect a mayor and City Councilmembers. Mr. Parker explained the function of the mayor, councilmembers, and city administrators under each form. He spoke of his real-life experience with the hybrid form and an elected mayor in Port Orange. Mr. Parker pointed out that a collegial atmosphere could be fostered when the elected officials choose mayor from among themselves. Mr. Parker and the Committee discussed the strengths and weaknesses of Mount Dora's current form.

The Committee discussed the importance of having clear roles that are understood by those elected and the public. The Committee discussed the challenges of enforcing the powers and limitations described in the Charter. Penalties for Charter violations were considered. The role of City Attorney

was discussed. Mr. Parker described his experience with a well-structured chain of command, in which the City Manager worked under the Council, and staff clearly worked under the City Manager. The effectiveness of public participation at Council meetings was discussed. Some Committee members expressed frustration, feeling Public Comment, as it currently functions, is unsatisfying and does not lead to resolution. They considered practical reasons why results may not be seen immediately. They agreed clarity of communication is crucial for all sides.

They spoke about the role of Councilmembers as representatives of their constituents, and their responsibility to make the best decisions for the City. The importance of education was mentioned. The pros and cons of a rotation of elected officials to serve as mayor, including the inability to grow as a leader under such short terms, public confusion about the identity of the mayor, and the public perception they are being deprived of a power.

The Committee discussed who should assume the responsibility of upholding the Charter, especially in the face of possible violations. Chairperson Tipton explained the duties of Council as defined by statute. The expense of running At-large was discussed. The Committee acknowledged that Councilmembers serve as representatives of the people yet are independently elected to make their own decisions. Chairperson Tipton pointed out the delicate balance of those two elements has been the challenge of democracy since its earliest times.

Vice-chair Coombes requested Committee address material he received from Mr. Brackins regarding meeting agendas and action points.

B. Review Article I-Establishment of Entity

This topic would be addressed at the May 23rd meeting.

C. Review Article II-Legislature

This topic would be addressed at the May 23rd meeting.

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATE

Chairperson Tipton told the Committee she would be unable to attend a May 16th meeting. The Committee agreed they would not meet on May 16th. The next meeting would be on May 23rd. The May 16th meeting would return to a review of Articles I and I, the materials Mr. Coombes mentioned earlier, and the example and draft preambles.

ADJOURNMENT

MOTION BY MR. HEMINGWAY TO ADJOURN; MR. WARD SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, Chairperson Tipton adjourned the meeting at approximately 4:59 p.m.

was discussed. Mr. Parker described his experience with a well-structured chain of command, in which the City Manager worked under the Council, and staff clearly worked under the City Manager. The effectiveness of public participation at Council meetings was discussed. Some Committee members expressed frustration, feeling Public Comment, as it currently functions, is unsatisfying and does not lead to resolution. They considered practical reasons why results may not be seen immediately. They agreed clarity of communication is crucial for all sides.

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Vice-chair Coombes requested Committee address material he received from Mr. Brackins regarding meeting agendas and action points.

LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee

JEANANN HAND, CITY CLERK
City of Mount Dora

CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE
MINUTES MAY 23, 2024, 3:00 P.M.

Mount Dora City Hall |
510 North Baker Street
Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 3:00 p.m. Chairperson Tipton called to order the May 23, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present
Lynn Tipton, Chairperson, District 2
Adrian Coombes, Vice-chair, District 3
Frances "Frank" Kirwin, District 4
Ozell Ward, District 5
Keashawn "Kay" Volmar, At-large
Thomas Hudson, At-large

Members Not Present
Gregg Joshua Hemingway, District 1

Also Present
Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

APPROVAL OF MINUTES

A. May 9, 2024 Charter Review Committee Minutes

MOTION BY VICE-CHAIR COOMBES TO APPROVE THE MINUTES FROM THE MAY 9, 2024 CHARTER REVIEW COMMITTEE MEETING; MR. KIRWIN SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment. No one spoke. Chairperson Tipton closed public comment.

NEW BUSINESS

Chairperson Tipton briefly described the concept of the cover memo that would be submitted to City Council with the Charter Review Committee's report.

The Committee reached a consensus that gender neutral language would be recommended to Council, using the pronouns "they/them."

A. Preamble

The Committee reached a consensus that they would provide a Preamble to Council. Committee members reviewed the Preamble examples that had been distributed for their review, and the draft Preambles submitted by Committee members. They narrowed their focus to the draft Preambles submitted by Committee members.

They discussed the value of a Preamble, noting that it is an appropriate place to include content that may not belong in other sections of a charter. They discussed Preamble length and considered the phrases and concepts they felt were of value to the Preamble. They favored the word "stewardship."

The Committee's discussion resulted in the following Preamble draft:

"We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is "Someplace Special." We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City."

B. ARTICLE I. ESTABLISHMENT OF ENTITY

Chairperson Tipton confirmed the Committee had no recommendations for Section 1. Corporate Boundaries or Section 2. Powers.

The Committee considered whether Section 3. Government should be altered, and finally agreed there were no recommendations for that section.

C. ARTICLE II. LEGISLATURE

The Committee agreed to recommend a change in Article II, Section 4. City Council in consideration of allowances for attendance through electronic communication technology. The City Attorney presented draft language striking the final sentence in Section 4, "Members of city Council may not vote in absentia," and replacing that sentence with, "So long as a physical quorum of the city council is present, a member of the city council may attend, participate and vote by available audio/video teleconferencing, but only if that member's physical absence arises from an exceptional or extraordinary circumstance which shall be determined in the good judgment of the quorum of city council members physically present."

The Committee had no changes to recommend for Section 5. Qualifications.

The Committee had previously considered changes to Section 6. Compositions; districts, relevant to discussion of a Council of five members rather than seven. The Committee was advised that a change to this section would not take effect until after the next two election cycles. Committee members discussed changes that could be made regarding the role of mayor, expressing concern over the perception of mayoral powers. Some members favored a mayor elected among the Council. It was suggested that education might clarify the understanding of the mayor role.

The Committee discussed the pros and cons of at-large representation rather than district representation. They considered the potential for varying levels of accountability and district advocacy with at-large representatives rather than district-specific representation. They acknowledged certain things are not controllable by legislation.

It was suggested that the role of mayor may be clarified in the Duties and Prohibitions clause under ARTICLE IV. MAYOR.

The Committee expressed consensus that there are no recommended changes for Section 6 at this time, although the Committee, in their report to Council, may mention areas they believe should be examined more thoroughly regarding the composition of districts and the role of mayor.

The Committee had no recommendations for Section 7. Vice-mayor or Section 8. Meetings.

Chairperson Tipton told the Committee that the addition of Prohibitions under Section 9 will require renumbering. The title "Duties" would be (a) under Section 9 with "Prohibitions" following as (b).

The Committee discussed penalties for violations of the Charter. Public reprimand, censure, or monetary fines were mentioned. The process for removal from office is governed by State law. The Committee discussed self-policing under Home Rule. They reviewed the section of Daytona Beach's code of ordinances, which addresses the matter in a manner similar to that which the Committee is discussing, and they considered the difficulties of enforcement. The appropriate role of the City Attorney was discussed.

The Committee agreed that (b) Prohibitions would be included in their report recommendations to City Council.

The Committee agreed they wish to recommend replacing the current Charter Review clause under ARTICLE II. Section 9. Duties with the following: "The City Council shall cause this charter to be reviewed from 2024 no less than every five years thereafter, by ad hoc committee and the city attorney."

The Committee considered deviating from the Roman numeral number system, but decided against it.

D. ARTICLE III. ELECTIONS AND VACANCIES

The Committee agreed on a change to the first sentence of **Section 11. General and special elections** so that it reads **"A general election shall be held biennially on the first Tuesday after the first Monday in November."**

Section 12 would be revised with the following subheadings:
(a) Terms. The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results.

(b) Staggered terms. All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4 and the representative of district 5 shall be elected. In 2022 and every four years thereafter, the representative of district 2, the representative of district 3 and the at-large representative shall be elected.

(c) Term limits. The mayor, any district representative and the at-large representative may only serve twelve (12) consecutive years. The time served by a person appointed or elected to fill the remainder of a vacant position shall be included in the twelve-year limitation.

Committee members discussed the benefits and drawbacks of term limit lengths.

Section 17. Vacancies

The Committee considered Section 17. Vacancies. Chairperson Tipton brought up various reasons this section is important. Abundant absences make for a less effective Councilmember. The Committee considered the expense of special elections.

Chairperson Tipton confirmed the Committee by consensus agreed with the recommendation of (a) and (b) below for Section 17. Vacancies:

(a) Vacancies. The office of any councilmember shall become vacant upon the member's death, resignation, removal from office in any manner authorized by law, or by forfeiture of office.

(b) Forfeiture of office. A councilmember's forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances:

> (1) By absence. A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare a member's forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year.
>
> (2) By disqualification. Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent.

The Committee considered the appropriate number of days of vacancy in relation to the timing of an election to fill the vacant seat.

The Committee agreed upon the following text for (c).

(c) Filling vacancies. A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biennial general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy as soon as practical.

The Committee discussed what must be accomplished within their final meetings. The final opportunity for discussing changes will be June 7th.

The Committee discussed a recommendation for ARTICLE IV. MAYOR that emphasized the ceremonial role of the mayor.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATES

The Committee set the following meeting dates and times: Thursday, May 30th from 2 pm until 6 pm; Monday, June 3rd from 1 pm until 3 pm; and Thursday, June 6th from 3 pm until 5 pm.

ADJOURNMENT

MOTION BY MR. KIRWIN TO ADJOURN; MR. WARD SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 5:25 p.m.

LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee

JEANANN HAND, CITY CLERK
City of Mount Dora

CITY OF MOUNT DORA, FLORIDA
CHARTER REVIEW COMMITTEE
MINUTES MAY 30, 2024, 2:00 P.M.

Mount Dora City Hall |
510 North Baker Street
Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 2:10 p.m. Chairperson Tipton called to order the May 23, 2024 Charter Review Committee meeting in the City Hall Council Chamber.

ROLL CALL WITH DETERMINATION OF QUORUM

Members Present
Lynn Tipton, Chairperson, District 2
Adrian Coombes, Vice-chair, District 3
Frances "Frank" Kirwin, District 4
Ozell Ward, District 5
Keashawn "Kay" Volmar, At-large, Mayor
(Ms. Volmar arrived after roll call at 2:54 pm.)

Members Not Present
Gregg Joshua Hemingway, District 1
Thomas Hudson, At-large

Also Present
Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

APPROVAL OF MINUTES

A. May 23, 2024 Charter Review Committee Minutes

The Committee agreed that in the Preamble drafted at the May 23rd meeting, they would like the phrase "someplace special" to be formatted with the first letter of each word capitalized and the phrase contained in quotation marks, so that it would appear as "Someplace Special."

The minutes were corrected on page three at Section 12 (c) to read

(c) Term limits. The mayor, any district representative and the at-large representative may only serve twelve (12) consecutive years. The time served by a person appointed or elected to fill the remainder of a vacant position shall be included in the twelve-year limitation.

MOTION BY MR. WARD TO APPROVE THE MINUTES FROM THE MAY 23, 2024 CHARTER REVIEW COMMITTEE MEETING AS AMENDED IN THE PREAMBLE AND AT SECTION 12 (c); MR. KIRWIN SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC PARTICIPATION

Chairperson Tipton opened public comment. Christine King-Harris, 402 East Jackson Avenue, spoke about the rural protection area. Chairperson Tipton closed public comment.

NEW BUSINESS

A. ARTICLE IV - MAYOR

The committee considered ARTICLE IV. MAYOR. There were no proposed changes at this time. Earlier concepts discussed by the committee regarding the mayor role would be included in a proposed non-interference and/or prohibition clause under ARTICLE II. Section 9. Duties.

ARTICLE V. – CITY MANAGER was briefly discussed near the close of the May 23rd meeting, but no draft language existed. Any draft language proposed for this article would be presented to the committee at the June 3rd meeting, at which time the committee could review a draft report and

possible ballot language. The final meeting on June 6th would be the occasion for the committee to view any changes to the report provided on June 3rd and would be the committee's opportunity to approve the final report.

Mr. Ward would not be able to physically attend the June 6th meeting.

MOTION BY MR. KIRWIN TO EXCUSE MR. WARD'S PHYSICAL PRESENCE FROM THE JUNE 6, 2024 MEETING TO ATTEND VIA ZOOM DUE TO EXCEPTIONAL CIRCUMSTANCES; VICE-CHAIR COOMBES SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

The committee continued to consider ARTICLE IV. MAYOR. Members had previously discussed a desired emphasis on the ceremonial role of the mayor under the council-manager form of government under which the City operates. The committee considered adding the word "operational" to Section 18 (a) so that it would read "The mayor shall have no administrative or operational duties except as set forth herein," but decided against it. They concluded that the additional word may be distracting, and bring with it the burden of further definition. They reasoned that the conveyance of the mayor's operational limits would be more efficiently accomplished through education and training efforts.

The committee discussed the role of elected officials in the employee grievance process. Concerns regarding this topic would be addressed with the non-interference clause.

The committee proposed no changes to ARTICLE IV. (a) through (h).

B. ARTICLE V. – CITY MANAGER

The committee proposed no changes to Section 19. Establishment of Office.

In Section 20, Appointment, the committee wished to change the required vote from majority to super majority. The proposed line would read "The city council shall, by a super majority (five (5) members) vote of the full council, appoint a city manager."

In Section 21, Removal, the committee similarly proposed to change the required vote to a super majority, so that the first sentence of Section 21 would read "The council may remove the city manager by a super majority (five (5) members) vote of the full council."

In Section 22, Compensation, the committee proposed to add the word "evaluation" to the title of the section, and to add the line "At least once each year, the city council shall evaluate the city manager's performance, in accordance with such procedures as the city council shall, from time to time, adopt."

The committee discussed the structure of city staff succession plans, and whether the topic would be effectively addressed in the charter, in city policy or through other means.

The committee proposed no changes to Section 24. Acting City Manager.

Chairperson Tipton reminded the committee of their previously-stated intent to, in the cover letter accompanying their report, request Council to consider their city manager evaluation process. They wished to recommend Council adopt an outline of standards by which they would evaluate the city manager performance over clearly-defined intervals of time. The evaluation would explicitly list goals and objectives, and key areas for the council and the manager to review, while allowing for open-ended discussion and conversation facilitating productive communication for all parties in the process. The City Attorney referred to a recent workshop had taken place to begin the establishment of such a structure. The City Manager informed the committee of the evaluation structures detailed in his employment agreement, and the performance matrix that had been created for this purpose. The committee discussed which elements of this, if any, should be included in a charter. They determined a recommendation in the report would be most effective.

Further discussion ensued regarding council involvement with city staff.

C. ARTICLE VI. – INITIATIVE AND REFERENDUM

The committee considered whether Section 25. Initiative and Section 26. Referendum are appropriate for the charter. The permissions for Mount Dora electors as described in sections 25 and 26 are unusual and are not required by state law. The committee considered the process by which Mount Dora electors could exercise the rights allowed under these sections.

No recommendations were proposed by the committee for sections 25 through 31.

D. ARTICLE VII. - BUILDING HEIGHTS

No changes were recommended for ARTICLE VII.

Chairperson Tipton opened public comment. Christine King-Harris, 402 East Jackson Avenue, asked for clarification regarding the committee's meeting schedule. There have been minimal changes to the meeting schedule. All have been properly noticed. Chairperson Tipton closed public comment.

E. SUMMARY OF DISCUSSION

Chairperson Tipton reviewed with the Committee their recommendations for gender neutral language and the addition of the preamble.

F. NON-CHARTER RECOMMENDATIONS

Chairperson Tipton reviewed with committee members non-charter recommendations for future actions by the council:

ARTICLE II. - LEGISLATURE

Section 6. Compositions; districts

The committee recommends a future Council workshop to discuss the options for the election of the mayor under the council-manager form of government which include mayors being elected from within the council or through a rotational election. The workshop should include public participation.

Section 9. Duties

The committee recommends that in addition to the non-interference clause that will be part of the charter review report, the city should conduct lengthier or more detailed training during orientation for mayors and council members. The committee recommends the training include presentations from an ICMA Senior Advisor. The committee also recommends more intentional education offered for the public on the subject of mayor and council roles. It may be a City Council workshop with public attendance and participation. It could be noticed as a community meeting

ARTICLE V. – CITY MANAGER
The committee recommends the implementation of an evaluation matrix for city manager job performance, and tracking of goal achievement.

Working with Mr. Brackins, Chairperson Tipton will provide a draft of the recommendation document at the June 3rd meeting.

PUBLIC COMMENT
Chairperson Tipton opened public comment. Christine King-Harris, 402 East Jackson Avenue, asked what happens when a charter violates state law. It was explained that state law has more power than a municipal charter.

Chairperson Tipton informed Ms. King-Harris that the rural area protection map is not a charter or city issue.

ANNOUNCEMENT OF NEXT SCHEDULED MEETING DATES
The next meeting will be held on Monday, June 3rd from 1 pm until 3 pm with an agenda to include:

- proposed language changes section by section, including the preamble
- approval of minutes
- review and preparation of June 6th meeting content that will be presented to Council for adoption, including ballot language.

The final meeting will take place on Thursday, June 6th from 3 pm until 5 pm.

ADJOURNMENT
MOTION BY VICE-CHAIR COOMBES TO ADJOURN; MR. KIRWIN SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 3:36 p.m.

Lynn S. Tipton

LYNN TIPTON, CHAIRPERSON
2024 Charter Review Committee

Jeanann Hand

JEANANN HAND, CITY CLERK
City of Mount Dora

EXHIBIT B - PRESENTATIONS

FLC UNIVERSITY

City of Mount Dora: City Charter Review

April 2024

Municipal Charters in Florida

- All charters are unique; haven't found any two identical
- 411 cities, towns and villages – all have a charter
- Goal for today: discuss charter review roles, municipal characteristics in Florida, and compare Mount Dora using data collected

Charters

- Like a Constitution – broad framework
- Explains the vision, mission and structure of the municipality
- Explains how the representatives will be elected; chain of command and fiscal authority
- Details are by ordinance (law) and policies
- Short: 8 to 10 pages in length

Charter Review Committees

- Some are created by charter with specific appointment terms
- Some are created by ordinance, or at the request of a city council; varies widely across Florida's municipalities
- Committee is usually tasked with a time-specific review, assisted by counsel, and to bring back any recommendations to the council
- The council may choose to place items directly on the ballot based upon recommendations of the counsel and committee
- The role of citizens in this process is crucial: representation of the public; ability to weigh issues and to understand the charter's importance as the city's governing foundation

Common Charter Elements

- Preamble
- Boundaries
- Legislative Body
- Form of Government
- Charter Officers (positions defined)
- Fiscal and Fiduciary Authorities and Responsibilities
- Amendment Process

Comparable Charter Characteristics: Legislative

- Size of Council or Commission: five (5) members is most common; some seven (7) and some (6) where mayor is non-voting
- Length of term: two- and four- year terms are fairly evenly spread across 411; smaller percentage use three-year term
- Type of election per council seat: at-large; single-member district (SMD); elected seat with at-large voting; true at-large; some councils are mix of at-large and SMD
- Selection of mayor: 3 options: elected at large; elected from within the council; rotational

Forms of Municipal Government in Florida

- **Council-weak mayor:** original form brought over from England; council shares all powers; about 85 Florida cities with populations less than 25,000
- **Council-strong mayor:** an elected executive implements council actions and administers the city; about 40 Florida cities in all populations
- **Commission:** each elected official oversees one or more departments autonomously; come together as legislative body. About 2 Florida cities have this
- **Council-Manager or Commission-Manager:** professional manager appointed by mayor & council to administer city, prepare agenda and recommend actions to council, and present a budget each year; about 280 Florida cities of all populations
- **Hybrid:** elements of the above

Charter Offices and Departments

- Some cities seek to establish a department by including it in the charter so that any changes would require referendum
- The other way to establish departments is by resolution or ordinance
- Examples can include utilities, police and fire, or a specific service unique to that municipality
- Charter positions most often include attorney, clerk and manager (if that form of government)

Mount Dora Comparisons:

- Using populations from 16,492 to 19,428 for nine (9) to compare
- Characteristics: 0 are Rural; 0 urban; 10 suburban
- 10 are Council-Manager or Commission-Manager; 0 Council-Strong Mayor; 0 Commission; 0 Council-Weak Mayor; 0 Hybrid
- Number of elected seats: 1 has seven seats; 2 have six seats; 7 with five seats
- *Should also compare scope of services if any charter elements are compared more deeply*

City of Mount Dora: Chart of Comparisons

Municipality (County)	2023 Popltn	Form	Council Seats	Notes
Niceville (Okaloosa)	16,492	C-M	6	
New Port Richey (Pasco)	17,313	C-M	5	
Lake Mary (Seminole)	17,366	C-M	5	
Lake Wales (Polk)	17,384	C-M	5	
Mount Dora (Lake)	17,843	C-M	7	
Pinecrest (Miami-Dade)	18,395	C-M	5	
Stuart (Martin)	19,264	C-M	5	
Auburndale (Polk)	19,298	C-M	5	
Zepphyrhills (Pasco)	19,337	C-M	6	M non-voting
Seminole (Pinellas)	19,428	C-M	5	

Forms Note:
C-M refers to Council-Manager
M non-voting in 6 member coun.

Best Practices in Charter Reviews

- Appointing representative citizens
- Holding several public forums for discussion (especially if referendum is scheduled)
- Use of website for agenda, minutes of meetings, display of current and proposed language – can help engage citizens
- If referendum is scheduled, develop "FAQ" for website
- Consider partnering with other civic organizations to help with forums, public discussions – reach out and include these groups

More Best Practices: Charter Review Committees

- Charter powers/authority granted to more than one entity
- Confusing language in elections section – usually in qualifications
- Writing too much: less is better

Charter Trends in Florida

- **Form of government:** trend since 1950s toward the council-manager and commission-manager form of government (including new incorporations)

- **Charter review time periods:** 10- to 15-year periods are widely seen

Charter Review: Questions to Consider

- From the 2021 ninth edition of the Model City Charter:
- Is the charter reflective of the city's current population?
- Is the council representative of the population, both resident and business?
- Does the charter address responsible professionalism, and do it adequately?
- Has the city provided opportunities for citizen participation in the process?
- Is the city engaged in civic education about the charter (web site, for example)?

Resources

- The Model City Charter- National Civic League
- www.ncl.org – use their questions, not language
- Charters in FL: www.municode.com/library select FL and view list of codified city charters
- FLC Research: Center for Municipal Research tab on FLC website for Peer City information

Questions and Discussion

Thank you for including the Florida League of Cities in your process!

SHEPARD, SMITH, KOHLMYER & HAND, P.A.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

To: The City of Mount Dora, Charter Review Committee

From: Patrick Brackins, Esq.

CC: Vince Sandersfeld

Re: Charter Review Process, Recommended Procedures

April 11, 2024

Welcome to the 2024 Mount Dora Charter Review Committee. Please find below a brief summary of your responsibilities under the Charter, a summary of the ballot summary and title requirements for charter amendments under Florida law, and a recommended procedure for you to consider. I look forward to working with you.

Charter Review Committee.

Section 9 of the Charter provides that the City Council shall appoint an ad hoc committee to review the charter no less than once every five years. The final report of the 2019 Charter Review Committee has been included in your packet. On April 2, 2024, the City Council, pursuant to Resolution 2024-12, established the 2024 Charter Review Committee. Under Section 9, your report and recommendations to the City Council must be presented no later than the second regularly scheduled City Council meeting in June. However, because any recommended charter amendments approved by the City Council to be placed on the ballot for the next general election must be done by ordinance, my recommendation is that your final report be presented to the City Council no later than the end of May.

Ballot Summary and Ballot Title Requirements.

Florida law requires that a ballot summary not exceed 75 words in length and a ballot title may not exceed 15 words in length. Fla. Stat. § 101.161(1). The ballot summary is an explanatory statement and

it must "provide fair notice of the content of the proposed amendment so that the voter will not be misled as to its purpose, and can cast an intelligent and informed ballot." *Advisory Op. to Att'y Gen. re Term Limits Pledge*, 718 So. 2d 798, 803 (Fla. 1998). Similarly, a ballot title may not be written in a manner that misleads the public. I am happy to provide more detailed information on this topic if it will assist you.

Recommended Review Procedure.

With less than two months to conduct a comprehensive, efficient, and effective review of the City of Mount Dora Charter, I want to offer the following recommendations based on our firm's collective experience and participation in numerous charter reviews while serving as legal counsel. My recommendations are as follows:

- Set a realistic regular meeting schedule at today's meeting with the understanding that each meeting will be publicly noticed, agendas will be prepared, and minutes will be taken.
- The Charter has seven (7) articles. You can dedicate certain meetings to certain articles for review, but you also do not have to be beholden to that schedule. For example, if a majority of the public comments and members' attention is directed to a particular article, you can devote more time to those items.
- Remember, the Sunshine Law and Public Records Act applies to this committee and its meetings. While I can share memorandums with the committee between meetings, the committee's discussions must take place between the gavels at a public meeting. Please plan accordingly when determining your meeting schedule.
- Conduct the meetings like any regular public meetings by allowing a public comment period at the beginning, before getting into the actual discussion of the charter sections on the agenda for that specific meeting. Three minutes is widely used for individual public comments. Once the working portion of the meeting begins (the committee's discussion of the various sections), make sure the discussion stays with the committee and does not become an open forum. Remind the public that they may submit written public comments. If it is your wish to adopt Robert's Rules of Order, do so only as a guide since strict application will only hinder your ability to perform your work in an efficient manner due to the time constraints.
- Set a time limit for the meetings (2 hours for example) and stick to it.
- Include legal counsel at all meetings (in person or by Zoom) so any suggestions for changes that may be headed down a problematic path can be redirected or advised upon before they

gain traction. In other words, before the community and council members get invested in a change that is not legally permissible, please consult your counsel. For example, as many of you know, the Committee may not change the legal boundaries of the City via a charter amendment. In addition to oral opinions, please seek memorandums of law on particular subjects as they arise so you can make fully informed decisions about what the Committee may recommend to the City Council.

- While I will attend all of your meetings, if I have a conflict, another member of our firm will attend each of your meetings.

Charter Presentation

May 9, 2024

Forms of Government

- There are 4 basic forms of government in the United States.
  - Strong Mayor Form of Government
  - Weak Mayor Form of Government
  - Council-Manager Form of Government
  - Commission Form of Government

Forms of Government

- Characteristics of Strong Mayor Form of Government
  - Presidential in Model
  - Concentrates Executive Power and Authority in One Individual
  - The Mayor Appoints all Department Heads–Some Charters do require advice and consent by the City Council.
  - The Mayor usually retains veto authority over Council actions. Council may over ride Mayor veto. Charter defines the percentage to over ride a veto.

Forms of Government

- Strong Mayor Form of Government
  - Direct Control over the day-to-day operation of the City
  - Often there is a Split Policy Agenda
  - Appoints the City Administrator who is responsible of carrying out the Mayor's Policies. City Administrator is responsible to the Mayor only
  - Council retains all legislative authority
  - Mayor proposes a budget and Council approves the budget. Mayor is responsible for administering the budget. Council has oversight responsibility

Forms of Government

- Strong Mayor Form of Government
  - Council Agenda and Priorities often do not agree with the Agenda and Priorities of the Mayor
  - Council selects its own presiding officer
  - Charter outlines in detail the powers and authority of both the Mayor and Council
  - This form of government tends to be more political
  - This form of government is often seen in larger cities. However, there are a number of large cities in the US who have other forms of government
  - Approximately 28% of cities in Florida operate under this form of government

Forms of Government

- Weak Mayor-Council Form of Government
  - Mayor is directly elected but power and authority are restricted
  - Mayor may or may not be the chair of the Council. Normally, the Council selects its own chair.
  - The Mayor is responsible for the day-to-day operations of the City
  - The Council retains far more authority over the daily operations of the City
  - The Council maintains control of the budget
  - All legislative authority is retained by the Council
  - Can be a conflict between the Mayor and Council over policy direction and issues
  - Slightly more than 1% of cities in Florida operate under this form of government

Forms of Government

- Commission Form of Government
  - Distinctly American
  - First Commission Form of Government was Galveston, Texas. (Galveston does not currently operate under Commission Form of Government)
  - Commissioners serve as elected department heads or areas of governance
  - The Commission form is very administrative inefficient
  - Conflicts of interest are common because Commissioners often prioritize their own Department needs ahead of the overall city needs

Forms of Government

- Commission Form of Government
  - Legislative authority is vested in the Commission
  - Commissioners come together to form the governing body
  - Tends to in very small cities. Today less than .1% of cities in Florida operate under the Commission Form of Government
  - Each Commissioner is responsible of the daily operation of their individual department or area
  - Each Commissioners runs on an agenda for their specific department
  - Tends to be very political
  - Mayor or chair is more ceremonial with no real power

Forms of Government

- Council-Manager Form of Government
  - Distinctly American
  - First created in the early 1900s, in response to political machine scandals (example-KC Bosses James & Tom Pendergast-saloons, gambling & prostitution)
  - In the SE, Virginia, South Carolina and North Carolina were among the first with "professional manager" positions. Stanton, Virginia is often recognized as the first city in the nation to adopt the Council-Manager Plan. In Florida Approximately 69% of the cities have Council-Manager Form of Government in their charters

Form of Government

- Goal of Council Manager Form of Government
  - Supporters wanted to separate political pressures from the day-to-day administration of cities and counties
  - Focus on merit-based employment & professional service delivery
  - Patterned after business model: with voters as stockholders; Mayor and Council as board of directors setting the policy; CM as CEO responsible for day-to-day administration

Form of Government

- Council-Manager Details
  - City Charter defines the role of the legislative body (council)
  - City Charter defines powers and duties of the appointed manager
  - The City Council appoints a professional manager to manage the day-to-day operation of the City and to implement City Council Policy, Priorities, Ordinances and Resolutions. Often the Charter will outline the qualifications that the Council will use in appointing a manager
  - The Manager is responsible to the City Council for implementation of Council Policies, Ordinances and Resolutions
  - The Manager is responsible to the City Council and can be removed at any time by the City Council, for cause and without cause
  - Additional policies related to both roles are then written into city policies that are adopted by the council-examples could include-finance and procurement policies; investment policies; guidelines for conducting public meetings & citizen boards.

Form of Government

- Role of the Mayor and Council
  - Unified form of government meaning that the Mayor and City Council are responsible for developing the vision for the City and establishing the Policy direction for the City
  - Establishment of Policy is a Shared responsibility with the Mayor & Council. The Manager and staff are advisors to the Mayor and Council on Policy offering Policy Options and Recommendations
  - Mayor is presiding Officer of City Council & ensures civility and structure during meetings
  - Mayor & Council approve the annual budget, set the tax levies; approve all local ordinances, such as planning and zoning, stormwater, impact fees, etc. and establish annual policy priorities/goals for completion by the Manager

Form of Government

- Additional Council Roles
  - Council is the local legislative body; state law requires appropriation of funds and most city charter contain fiscal, fiduciary, legislative and oversight responsibilities by Council
  - Council works toward their decisions in publicly-noticed meetings (Open Meeting Laws) – including workshops, public hearings and legislative meetings
  - Council also works with other elected officials (local, state & federal) to support the established priorities and goals of the City

Form of Government

- City Manager's Role
  - Manager is responsible for day-to-day administration with personnel authority for staff (Note-Clerk & City Attorney are often separate Charter Officers appointed by Council)
  - Manager prepares the budget to present to City Council reflecting Council priorities
  - Manager has expenditure authority after the budget adopted (limits set by Council)
  - Manager prepares agenda material with recommendations/research for council
  - Manager provides updates on council priorities

Form of Government

- Key Steps in Council-City Manager Partnership
  - The International City-County Management Association (ICMA) recommends that City Councils discuss expectations and performance measurements with their City Manager annually
  - Attainable Goals (example-financially feasible), should be set for the Manager
  - The ICMA Code of Ethics ensures that managers remain non-political
  - Communication is the key: regular discussion times (individual meetings, workshops, etc) with mayor and council on priorities

Orientations and Retreats

- Many councils find it helpful to hold annual retreats for priorities/goal setting, long-range planning and to review specific strategies with the manager as required
- Newly-elected council members should have orientation time with the manager on priorities, issues, strategies and roles/responsibilities of Council and key staff
- Which is being covered today with the Council, manager and FCCMA senior advisors

Additional Resources

- The Model City Charter published by the National Civic League–an excellent guide
- Florida League of Cities for newly elected officials, annual conferences, and advanced sessions for elected officials
- Senior Advisors (retired city and county managers) available to work with cities on form of government questions. Senior Advisors may be requested through FCCMA.

Election of the Mayor

- There are three basic methods that Cities use to elect the Mayor
  - Direct Election of the Mayor
  - Elected by the Governing Body
  - Rotation Amongst the Members of the Governing Body

Election of the Mayor

- Under the Strong Mayor and Weak Mayor Form of Government, the Mayor is directly elected
- Under the Council-Manager Form of Government, the Mayor is a member of the governing body
  - The Direct election method under the Council-Manager Form of Government designates one of the Council seats as the Mayor's position. The Mayor runs city-wide. The Charter outlines responsibilities of the Mayor. More Cities are using this method of selecting the Mayor
  - Elected by the City Council was the traditional method of electing the Mayor when it was formed. The Mayor's primary role is chairing the meeting, signing documents, etc.
  - Rotation Method is used by some cities. It means that the Mayor's position is rotated annually amongst the membership allowing each Council Member the opportunity to be Mayor. The Mayor's primary role is chairing the meeting, signing documents, etc.

Electing City Council Members

- There are three distinct ways of electing Council Members
  - Single Member Districts
    - Council seats are organized into districts of equal population
    - A member of Council is elected to represent each district
    - Only those voters in that district can vote for their representative
    - One of the pitfalls of a single member district is that the elected official may have a district perspective, not a city-wide perspective

Electing City Council Members

- Three distinct ways of electing Council Members
  - At Large
    - The number of Council seats is determined by Charter
    - No requirement to live in a specific area of the City
    - Voted on by all the voters
    - All members have to have a city-wide perspective
    - One of the pitfalls is that all members could live in only one area
    - A second pitfall is it potentially limits minority participation

Electing City Council Members

- Three distinct ways of electing Council Members
  - Hybrid
    - City is divided in Council Districts based on population
    - In order to run for office, a person must reside in the district
    - The candidates run city wide
    - Guarantees representation of all areas of the city rather than a potential concentration of elected officials from one specific area of the city
    - Council Members must have a city-wide perspective

EXHIBIT C – MATRIX OF CHARTER AMENDMENTS

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Part I - (Create Preamble)	CREATING A PREAMBLE TO THE CHARTER OF THE CITY OF MOUNT DORA Amending the charter by creating a preamble, stating the values, goals and purposes of the charter and acknowledging that Mount Dora is "SOMEPLACE SPECIAL." This charter amendment does not create any new rights, duties, obligations, or prohibitions.	This Charter amendment would create a preamble to the charter. Many other municipalities have preambles, but the City of Mount Dora's charter does not. While the preamble does not create any specific rights or duties, it provides a statement of who Mount Dora is and its goals.	We the people of the City of Mount Dora, Florida, under the constitution and laws of the State of Florida do hereby adopt this charter to secure the benefits of local self-government and provide for honest and accountable council-manager government. Mount Dora is "SOMEPLACE SPECIAL." We seek to ensure that our history, arts, culture, quality of life and commitment to social equity endure. Our charter aspires to enshrine these values to preserve and strengthen all that is best about our City.
Article II Establishment of Entity			
Section 4 City Council	REMOVING THE PROHIBITION ON VOTING IN ABSENTIA Amending the charter by removing the prohibition on city council members voting in absentia. This amendment will cause the determination of whether a member of the city council can participate and vote while not physically present will be determined by the general law of the State of Florida.	This Charter amendment would remove the prohibition on members of the city council being able to cast votes in absentia. The pandemic and advances in technology have created the possibility of having members who are physically absent being able to fully participate in city council meetings. Removing the prohibition means that whether a member may participate and vote while not being physically present will be determined in the future by the general law of the State of Florida.	The city council shall consist of seven (7) members, including the mayor. The mayor shall be considered a member of the city council for all purposes. ~~Members of the city council may not cast votes *in absentia* .~~

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Section 9(a) Charter Review	AMENDING THE MONTH FOR ESTABLISHING THE CHARTER REVIEW COMMITTEE Amending Section 9, to establish the charter review committee in January instead of April, and to amend the year from which the establishment of the committee begins.	This Charter amendment would amend when the charter review ad hoc committee would be formed and establish the year from when the review period would begin.	The city council shall cause this charter to be reviewed~~ in 2014~~from 2024 no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its direction. The ad hoc committee shall be appointed no later than the first regularly scheduled meeting of ~~April~~ January. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June.

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Section 9(b) - Non-Interference	RENUMBERING AND PROHIBITING CITY COUNCIL MEMBERS FROM INTERFERING WITH OPERATIONS EXCEPT THROUGH CITY MANAGER Amending Section 9, renaming section, renumbering, and adding a prohibition on city council members interfering with city operations except through the City Manager. .	This Charter amendment would create a prohibition on members of the city council interfering with the administration of the City except through the City Manager. Many cities operating under the council-manager form of government have a charter provision prohibiting members of the city council from interfering with the operations of the City except through the City Manager. Creating this prohibition is consistent with best practices and the majority of other cities having this form of government. This amendment would also renumber Section 9.	(a) *Duties*. (1)The city council shall, by resolution, annually adopt a budget which is consistent with state law, city policy and procedures, and generally accepted accounting principles. (2)The city council shall annually cause to be conducted an audit of the accounts and records of the City of Mount Dora. The audit shall be performed by an independent certified public accountant, who shall be engaged for a term of no longer than five successive years, and who may not be engaged for an immediately successive term of any length following any five successive years, including any years served prior to the adoption of this provision. Upon receipt of the auditor's annual report, the city council shall adopt, by resolution, time parameters and procedures for the correction of all deficiencies noted in the auditor's annual report. (3)The city council shall create and maintain a codification of ordinances. The codification shall contain those ordinances designated by the city council in its sole and absolute discretion. The city council shall annually cause the codification established hereunder to be reviewed under the supervision of the city attorney. The city shall also periodically update the codification established hereunder. A report of the codification review shall be presented to the city council no later than the first regularly scheduled council meeting of August. (4)The city council shall cause this charter to be reviewed in 2011 and no less than once every 5 years thereafter, by ad hoc committee and the city attorney. The city council may also cause the Charter to be reviewed as necessary at its discretion. The ad hoc committee shall be appointed no later than the first regularly scheduled council meeting of April. The report of the ad hoc committee shall be presented to the city council no later than the second regularly scheduled council meeting of June. (5)The city council shall individually make appointments to all boards and ad hoc committees created by the city council based upon procedures from time to time be established by the city council. (b) *Prohibitions*. (1)*Interference with administration.* Except for the purpose of inquiries and investigations authorized by the city council, the city council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager; neither the city council nor its members shall directly issue orders to these staff members, publicly or privately. This provision shall not be construed to restrict individual councilmembers from actively monitoring city operations, including asking questions and engaging in discussions with the city manager regarding matters concerning supervised employees, and to offer opinions and recommendations on such matters. Suggestions for improvement in city government operations from individual council members shall be made through the city manager so that the city manager may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Election and Vacancies			
Section 11 - Biannual General Elections	CORRECTING THE CHARTER TO REFLECT GENERAL ELECTIONS ARE HELD BIANNUALLY Amending Section 11 to correctly reflect general elections are held Biannually	This Charter amendment corrects changes made to the election cycle in 2019 to reflect that general elections will be held biannually.	A general election shall be held ~~each year~~ biannually on the first Tuesday after the first Monday in November. Special elections, other than those expressly provided for herein, may be called for by the city council as the city council, in its sole and absolute discretion, deems necessary.
Section 12 - Renumbering and Increasing Term Limits	INCRESING TERM LIMITS TO TWELVE CONSECUTIVE YEARS AND ADDING SUBHEADINGS Amending Section 12 to increase the term limits to twelve (12) consecutive years, adding subheadings, and bringing language up to date.	This Charter amendment provides subheadings, brings the language up to date, and increases the term limits from eight (8) consecutive years to twelve (12) consecutive years.	(a) *Terms.* The term of each city council office, including the office of the mayor, shall be four (4) years. However, all office holders shall continue in office until the office holder's successor is appointed or sworn to office, unless the office holder's office is declared vacant pursuant to this Charter. All elected councilmembers, including the mayor, shall assume office and be sworn at the first regularly scheduled meeting following certification of the election results. (b) *Staggered terms.* All members of the city council, including the mayor, shall each serve staggered terms. In 2024 and every four years thereafter, the mayor, the representative of district 1, the representative of district 4, and the representative of district 5 shall be elected ~~for a three (3) year term beginning in 2021 and thereafter, beginning in 2024, for four (4) year terms~~. In 2022 and every four years thereafter, the representative of district 2, the representative of district 3, and the at-large representative shall be elected ~~for four (4) year terms beginning in 2022~~. (c) *Term limits.* The mayor, any district representative, and the at-large representative may only serve ~~eight (8) t~~welve (12) consecutive years~~ in the same position~~. The time served by a person appointed or elected to fill the remainder of a vacant position shall ~~not~~ be included in the ~~eight year~~twelve (12) year limitation.

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Section 17 - Vacancies	REPLACING AND REORGANIZING CHARTER LANGUAGE REGARDING COUNCIL VACANCIES AND SCHEDULING SPECIAL ELECTIONS Amending Section 17 to clarify requirements for filling council vacancies and holding special elections, reorganizing section with subheadings.	This Charter amendment repeals and replaces the current Section 17 language regarding council vacancies in office and the holding of a special election to fill a council vacancy. The amendment further creates subheadings and reorganizes the language of the current charter regarding council vacancies and forfeiture from office.	~~The office of any councilmember, including the office of the mayor, who dies or resigns, or who is removed from office, or who is absent from four (4) consecutive regularly scheduled council meetings, shall be declared vacant by resolution of the remaining councilmembers. The office of any councilmember, including the office of the mayor, who is absent from four (4) nonconsecutive regularly scheduled council meetings during a calendar year, may be declared vacant by resolution of the remaining councilmembers. The office of any councilmember who is a district representative, and who establishes a permanent residence outside of the district which the councilmember represents, shall be declared vacant by resolution of the remaining councilmembers.~~ ~~Should the office of any councilmember, including the office of the mayor, be declared vacant more than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the city council shall call for a special election to fill the vacancy for the remainder of the term of the office vacated.~~ ~~Should the office of any councilmember, not including the mayor, be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the mayor shall appoint, with the approval of city council, an elector of the city, who is qualified to hold the particular office declared vacant, to fill the vacancy.~~ ~~Should the office of the mayor be declared vacant less than one hundred eighty (180) days prior to the first Tuesday after the first Monday of the immediately following November, the vice-mayor shall assume the office of the mayor. The council office held by the vice-mayor shall be declared vacant and shall be filled in accordance with this section.~~ ~~Any city council office, including the office of the mayor, filled by appointment pursuant to this section shall be open for election on the first Tuesday after the first Monday of the immediately following November, whereupon the office will be filled for the unexpired portion of the existing term or for a full term, whichever is applicable.~~ (a) *Vacancies*. The office of any councilmember shall become vacant upon the member's death, resignation, removal from office in any manner authorized by law, or by forfeiture of office. (b) *Forfeiture of officer*. A councilmember's forfeiture of office shall be declared by resolution of the remaining councilmembers under the following circumstances: (1) *By absence*. A councilmember shall forfeit their office if the councilmember is absent from four (4) consecutive regularly scheduled council meetings without good cause as determined by the city council. The council may, in its discretion, declare a member's forfeiture if the councilmember misses four (4) non-consecutive meetings within a calendar year. (2) *By disqualification*. Any councilmember who is a district representative shall forfeit their office upon establishing a permanent residence outside the district they represent. (c) *Filling vacancies*. A vacancy in the council other than the mayor's seat shall be filled by appointment of a qualified person by a majority vote of the remaining members of city council to serve until the next biannual general election, at which time the vacant position shall be filled by a vote of the electors for the remainder of the original term, if any. If the city council fails to appoint a successor to serve to the date of the next general election within sixty (60) days following the occurrence of the vacancy, the election authority shall call a special election to fill the vacancy, to be held as soon as practicable. If a vacancy in the office of the mayor occurs, the vice-mayor shall assume the office of the mayor for the remainder of the mayor's original term, and the council office held by the vice-mayor shall be filled in the manner provided in Section 7 of the Charter.

Charter Section	Title and Ballot Question	Purpose	Proposed Language
Article V., City Manager			
Sections 20 and 21, Appointment and Removal	REQUIRING SUPER MAJORITY VOTE OF CITY COUNCIL TO APPOINT OR REMOVE CITY MANAGER Amending Sections 20 and 21 to require a super majority vote of the city council, five (5) votes, to appoint or remove the City Manager	This Charter amendment provides that the City Manager shall be appointed and removed by a super majority vote of the City Council, meaning five (5) members of the City Council must vote to appoint or remove the City Manager.	**Art. V., Sec. 20. Appointment.** The city council shall, by a super majority (five (5) members) vote of the full council, appoint a city manager. **Art. V., Sec. 21. Removal.** The council may remove the city manager by a super majority (five (5) members) vote of the full council. However, upon demand by the city manager, a public hearing shall be held prior to a vote to remove the city manager. The public hearing shall be held, at a city council meeting, not earlier than fifteen (15) days nor more than thirty (30) days after the demand is served. The demand must be in writing and served upon the mayor. The city manager shall continue to receive full salary until removed from office.

Exhibit "B"

RESOLUTION NO. 2024-25

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE 2024 CHARTER REVIEW COMMITTEE REPORT AND ADDENDUM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ACCEPTANCE OF THE REPORT AND ADDENDUM; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the City of Mount Dora Charter, Section 9, the City Council shall cause its Charter to be reviewed, and thereafter, no less than once every five years; and

WHEREAS, on April 2, 2024, the City Council appointed the 2024 Charter Review Committee to begin reviewing the City Charter for necessary changes; and

WHEREAS, the 2024 Charter Review Committee reviewed, considered, studied and analyzed the City Charter and received public input during its multiple public meetings; and

WHEREAS, the 2024 Charter Review Committee convened for its final meeting on June 6, 2024; and

WHEREAS, the 2024 Charter Review Committee submitted its final report with recommendations to the City Council on June 18, 2024; and

WHEREAS, the City Council has considered all of the recommendations proposed by the 2024 Charter Review Committee; and

WHEREAS, the City Council of the City of Mount Dora has determined that it is in the best interest of its citizens to accept the Charter amendments offered by the 2024 Charter Review Committee, as modified herein, and propose the same to the registered voters of Mount Dora at the general election, as specified therein, to be held on November 5, 2024.

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 findings are hereby adopted.

SECTION 2. Acceptance of Report. The City Council hereby accepts the 2024 Charter Review Committee Report attached hereto as **Exhibit "A" (Report)** and hereby instructs the City Manager and City Attorney to prepare the appropriate City ordinances in order to propose the

suggested Charter changes, as modified herein, to the registered voters of Mount Dora at the general elections, as specified in the Report, to be held on November 5, 2024.

A. **Ballot Question #1** shall be amended to reflect ". . . Mount Dora is "S~~OMEPLACE~~ Someplace ~~SPECIAL~~ Special.'"; and

B. **Ballot Question #3** shall be amended to reflect: "Amending Section 9, to establish the charter review committee in ~~January~~ February instead of April, and to amend the year from which the establishment of the committee begins."

C. **Ballot Question #4** shall be amended to reflect that the actual change to the Charter, if approved, shall be as follows: Art. II, Sec. 9(b). Interference with administration. "Except for the purpose of formal inquiries or investigations authorized by the city council, the city council or its members shall not give orders or direction to city officers and employees who are subject to the direction and supervision of the city manager." All other portions of the proposed Section 9(b)(1) are stricken.

D. **Ballot Question #8**, regarding the proposal to require a supermajority vote to appoint or remove the city manager, is not approved by the City Council for submission to the registered votes of Mount Dora and shall not be forwarded to the Supervisor of Elections.

SECTION 3. Savings Clause. All prior actions of the City of Mount Dora pertaining to the 2024 Charter Review Committee and the Report and Addendum generated therefrom, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 4. 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 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. 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 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

(SIGNATURES ON FOLLOWING PAGE)

PASSED AND ADOPTED this 2nd day of July 2024.

Crissy Stile, Mayor
City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk
City of Mount Dora, Florida

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, Florida

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

DATE: **August 6, 2024**

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

FROM: **Vince Sandersfeld, 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 the July 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 July 2024 Report

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager Final Approval - 7/29/2024

July 29, 2024

City of Mount Dora
July Activity Report

In May, state general-revenue tax collections exceeded expectations by 4.2%, reaching approximately $4.48 billion—$182.4 million more than predicted in January, according to a report from the Legislature's Office of Economic & Demographic Research (EDR). Sales tax contributed $3.121 billion of this total, surpassing forecasts by $71.9 million. Other revenue sources that exceeded estimates included insurance taxes, investment earnings, and documentary-stamp taxes on real estate transactions. However, collections from corporate filing fees, beverage taxes, highway safety fees, and tobacco taxes fell short of forecasts. The Revenue Estimating Conference will revise the forecast in August. General revenue is critical for funding education, health, and other State programs.

Communications

- Correspondence with Representatives Truenow
- Florida Department of Environmental Protection Grant Information
- Meeting scheduled with Representative Truenow for August 13th.

Next Steps

- Continue to update Mount Dora on grant opportunities
- Develop and finalize the City of Mount Dora's 2025 Legislative Agenda by September/October 2024
- Legislative Session Committee Weeks for the 2025 Legislative Session will begin in December 2024/January 2025
- 2025 Regular Session convenes March 4, 2025

Ryan Matthews/Angela Drzewiecki