

City of Mount Dora
Planning and Development
510 N. Baker St. Mount Dora, FL 32757
352-735-7112
plandev@cityofmountdora.com

HISTORIC PRESERVATION BOARD
City Hall – 1st Floor Board Room,
510 N. Baker Street, Mount Dora, FL
December 11, 2024 at 3:00 PM

AGENDA

- I. Call To Order
- II. Roll Call With Determination Of Quorum
- III. Approval of Minutes from October 30, 2024
- IV. Public participation/comments on items not on the agenda
- V. New Business
 - 1.) 308 E 5th Avenue – Historic Site Designation
 - 2.) 306 W 6th Avenue – Mural Application
 - 3.) 2025 Meeting Schedule
- VI. Other Business
- VII. Staff Update
- VIII. Board Updates
- IX. Announcement of next scheduled meeting date: January 29, 2025
- X. Adjournment

All meetings are held the last Wednesday of each month at 3:00 p.m. at City Hall – 510 N. Baker Street

NOTICE: Please note that, for purposes of Section 286.011, Florida Statutes, two or more members of the City Council may be present at this meeting, and this meeting may be considered a City Council meeting.

NOTICE: If any person decides to appeal any decisions at this meeting with respect to any matter considered, 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: For purposes of Section 286.011, *Florida Statutes*, two (2) or more members of the City Council may be present at this meeting and this meeting may be considered a City Council meeting although no decision of the City Council will be made at this meeting and the City Council shall comply with the requirements of controlling State law in every respect.

NOTICE: In accordance with the Americans with Disabilities Act (“ADA”) and Florida Statutes, Section 286.26, persons with disabilities needing a reasonable accommodation to participate in a public hearing or meeting should contact the City of Mount Dora’s ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 352-735-7126, ext. 1111, or by email at clerk@cityofmountdora.com.

If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD) or (800) 955- 8770 (Voice) for assistance.



CITY OF MOUNT DORA HISTORIC PRESERVATION BOARD OCTOBER 30, 2024 MEETING MINUTES

The City of Mount Dora Historic Preservation Board met on Wednesday, September 25, 2024 in the City Chambers on the first floor of City Hall, located at 510 N Baker Street, Mount Dora, Florida to exercise their powers as established in the Land Development Code.

I. Call To Order

Having been duly noticed as required by law, the October 30, 2024 meeting of the Mount Dora Historic Preservation Board was called to order at 3:00 p.m. by Det Joks, Chairman.

II. Roll Call With Determination Of Quorum

Present: Donald Marx, John Miller, Kathleen Benjamin, Det Joks, Amanda Kelley

Absent: Patricia Huizing, Robert Gordon

City Staff: Michele Janiszewski, Senior Planner; Whitney Scott, Administrative Coordinator; Catherine Hutcheson, Administrative Coordinator; and Andrew Hand, Esq.

III. Approval of September 25, 2024, Meeting Minutes

MOTION by Mr. Marx, SECONDED by Ms. Benjamin, to APPROVE the minutes of the Historic Preservation Board Meeting.

FOR: Donald Marx, John Miller, Kathleen Benjamin, Det Joks, Amanda Kelley

AGAINST: None

MOTION CARRIED: 5 - 0

IV. Public participation/comment for non-agenda items

No public comment.

V. Certificate of Appropriateness

a. 347 W 8th Avenue - Re-roof

- i. Ex Parte Communication
- ii. Swearing in of staff/Applicant
- iii. Staff presentation
- iv. Public input
- v. Discussion

Amanda Kelley had a conflict of interest with the applicant and recused herself from voting.

Mr. Hand swore in city staff Michele Janiszewski.

Ms. Janiszewski gave a presentation on the property at 347 W 8th Avenue which sought to replace the asphalt shingle roof with a metal roof. The new roof will not affect the chimneys. Staff found

the application to be consistent with guidelines and recommended approval of the application, as presented.

Mr. Joks, discussed the historical site survey included with the agenda packet and its assessment of the shingles on the residence. The Board discussed the existing roof and exterior materials of the residence. It was clarified that the shingles referred to on the site survey form pertained to the shingles on the exterior of the residence and not the asphalt shingles on the roof.

Mr. Joks stated the application gave him pause but moved on with it.

MOTION by Mr. Miller, Seconded by Ms. Benjamin to ACCEPT staff's finding of fact and APPROVE the application, as presented.

FOR: Donald Marx, John Miller, Kathleen Benjamin, Det Joks, Amanda Kelley

AGAINST: None

MOTION CARRIED, 5 – 0

Staff requested that the Board proceed with the Staff Update regarding the Dora Drawdy Way Lighting Project prior to the Historic Ordinance Overview since Staff from the Electric Department had a presentation. The Board accepted the agenda change.

VI. Staff Update

1. Dora Drawdy Way Lighting Project

The Board previously requested a presentation on the project. Mr. Joks stated that the request for a presentation came about because of an email he received from a resident with concerns about removing the historic light fixtures.

Mr. Wayne Zimmerman, Deputy Director of the Electric Department, gave a presentation on the electric utility upgrades completed on Royellou Lane and proposed for Dora Drawdy Way within the Downtown. The project involved removing the historic light fixtures, undergrounding the electric lines, and installing new, multi-function street lights. The new street lights are a historic style to complement the downtown, provide irrigation to the hanging flower beds, provide outlets to power connected christmas or decorative lights, and house wifi components.

Mr. Zimmerman explained that the historic light fixtures are not able to be utilized in the final project due to updated utility code, NESC, and the changes the department needed to make to be in compliance with wind loading. The Board inquired about the age of the historic street lights and Mr. Zimmerman stated that they were from the late 1950s or 1960s.

Mr. Miller inquired about the preservation of the lights that were original to Royellou Lane. Mr. Zimmerman stated that of the eight historic light fixtures on Royellou Lane,

only one was structurally sound. Mr. Zimmerman stated that the Electric Department made a commitment to donate any salvageable historical lights to the Mount Dora Center for the Arts and stated that they will donate any salvageable historic light fixtures from the Dora Drawdy Way upgrade to the Mount Dora Center for the Arts as well.

The Board asked whether or not the Electric Department is able to repair and repurpose the historic light fixtures. Mr. Zimmerman stated that their department is a utility provider and not a utility manufacturer so he cannot confirm whether or not the lights could be modified to meet current code standards. Further discussion on repurposing the historical lights. Mr. Zimmerman stated the project is utilizing the same manufacturer that the City has been using since the 1950's.

Discussion on dark-sky principles and dark-sky certified light fixtures.

Discussion on donating structurally sound lights. Mr. Zimmerman stated that they were happy to donate the lights which would otherwise be discarded.

The Board inquired how the flowers in the potters on the new electric poles will be replaced. Mr. Zimmerman stated the Parks Department would be handling that as part of their maintenance program.

VII. Other Business

1. Historic Preservation Ordinance Overview

Ms. Janiszewski provided went over Land Development Code Section 3.6 entitled 'Historic Preservation.' Discussion between the Board and Ms. Janiszewski about possible amendments to the ordinances.

Ms. Benjamin inquired about the follow-up proceeds in circumstances when applicants receive a denial from the board do the work anyway. Ms. Janiszewski stated that the applicants need to obtain building permits and have the work inspected. If the work is done without a permit, a Stop Work Order will be placed on the property. Further discussion on how to resolve issues utilizing Code Enforcement.

Mr. Joks stated he would like to return to this in the future and directed Staff to make this topic a continuing item.

VIII. Staff Update

2. 338 E 8th Ave garage update

At a previous meeting, the Board had requested the Applicant of 338 E 8th Avenue to obtain approval from the Board on the proposed garage door. Staff presented the proposed garage door, provided by the Applicant, and the Board provided a unanimous consensus that they liked the style of the proposed garage door. Mr. Miller suggested that the rendering of the proposed garage be used as an example for future applications.

3. 308 E 5th Ave for Historic Designation

Ms. Janiszewski stated that in order to proceed with the Historic Site Designation, we need authorization from the property owner. The property is owned by the City and Staff will be requested approval to proceed with the Historic Site Designation on December 8, 2024. Once Staff obtains authorization from the property owner, the application will be placed on the next Historic Preservation Board meeting and upcoming City Council meetings.

4. Abandoned African American Cemetery Grant

Ms. Janiszewski briefly discussed the grant offered by the Florida Department of State for Abandoned African American Cemeteries in regards to the cemetery located within the County Club of Mount Dora Development. Discussion on the merits of the grant and how to proceed with submitting an application. The Board requested Mr. Marx to discuss the grant with his HOA President.

IX. Announcement of next scheduled meeting: December 11, 2024

X. Adjournment

MOTION by Ms. Benjamin, SECONDED by Mr. Miller, to adjourn the meeting. The Board unanimously voted to adjourn the meeting at 4:29 p.m.

*Dek Joks, Chairman,
Historic Preservation Board*

*Catherine Hutcheson
Administrative Coordinator*



CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
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DATE: December 11, 2024

TO: Historic Preservation Board

FROM: Michele Janiszewski, AICP, Senior Planner

RE: **Tab 1 - Historic Site & Marker Request (HS-24-01); 308 E 5th Avenue (Location); 'Education Hall' (Proposed Name); City of Mount Dora (Owner); Mount Dora Historic Preservation Board (Nominator).**

Property Information:

Address:	308 N 5 th Avenue	Current Use:	Vacant / Office
Zoning District:	C-2	Land Use:	Commercial

Structure Information:

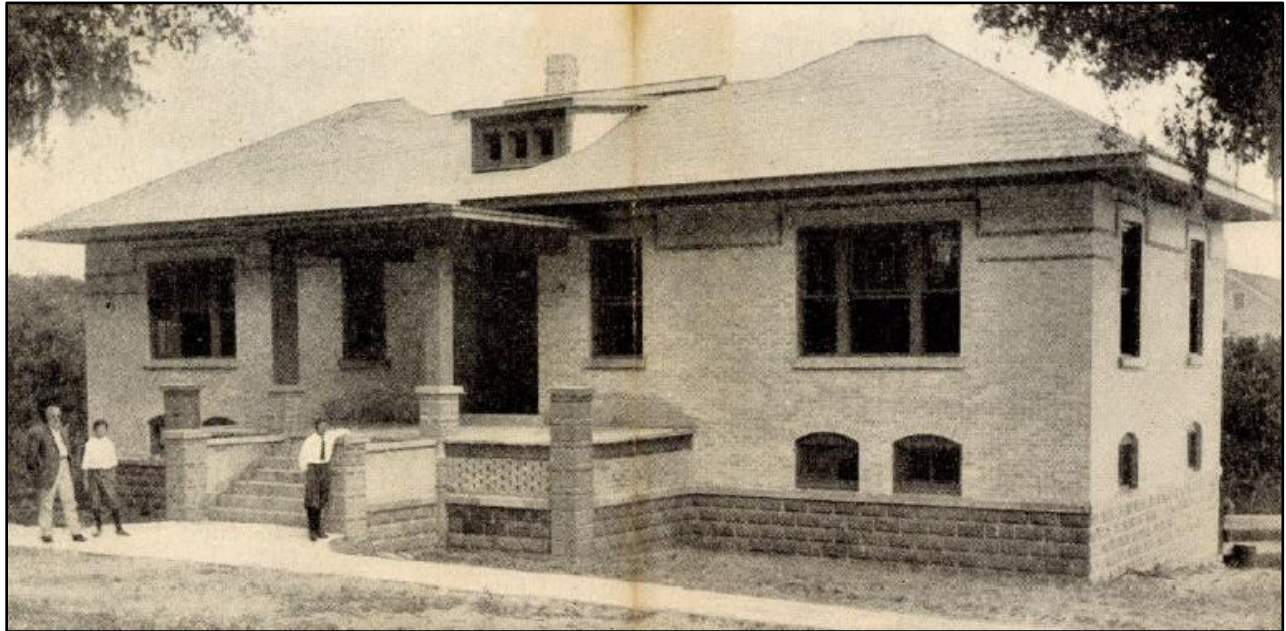
Date of Construction:	1912	Style:	Masonry Vernacular
Siding:	Masonry; Brick	Stories:	Two
Roof Type:	Hip	Chimneys:	One; Brick
Roof Material:	Asphalt Shingles	Porch:	One, Open

Background on Building:

Educational Hall was organized in March 1912 by a group of citizens who were not satisfied with Mount Dora's educational facilities. The main purpose of the new school was to accommodate the children of winter visitors whose classes were not similar to those offered at the Mount Dora public school. The children attending Educational Hall were tutored using the same books as their northern schools. The principal of the public school, J.H. Crane, was the principal of Educational Hall and retired in 1922. Mrs. Orin W. Sadler was principal for the 1922-23 school year, and after that year the school closed due to the lack of students. W.F. Warden of Akron, Ohio, and Jim Simpson of Mount Dora are credited with raising the \$1500 needed to build the school.

It is of an unusual design with two large pavilions topped by hip roofs joined by a smaller recessed center bay. The brick building rests on a molded concrete block foundation said to be supplied by 23-year-old Carl Risely, who was one of the school's organizers. Mount Dora's library had a home in the basement's west room starting in 1917. That same year a full-time paid librarian was hired at the sum of \$1.00 a week. Although library now had a home it still had a problem: every time it rained water poured to the basement and soaked the books. A movement was started to buy the building so the library could be placed upstairs. The city was asked to purchase the building by taking over the mortgage of \$2500. It was approved but there was no money to pay for it. The city did agree to pay the utility bill and the librarian's salary. Librarian Margaret Lewis invited Charles

Edgerton to see the building after a heavy rain when he was the chairman of the Park Board. He saw what a mess the library was in and told Miss Lewis to move the books upstairs since he would buy the building and sell it to the city when they could afford to raise the money. On February 6, 1929, the city bought the building with the promise that it would be used for a library as long as it was needed. It was located here until the new library on Donnelly St. was built in 1977, sixty years after the library started out in one room of the basement.

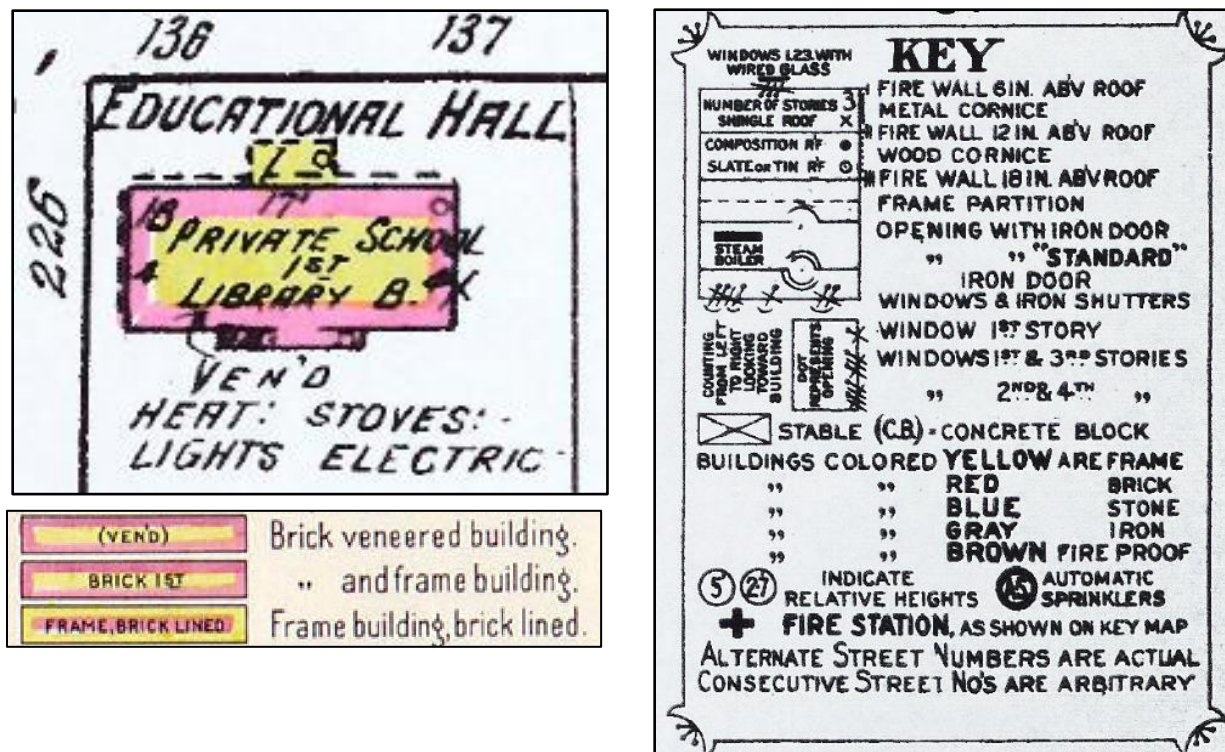


Background on Architectural Style:

Masonry Vernacular buildings tend to be simple, largely unornamented, and constructed out of readily available materials. This style's guiding principle is the long tradition of simple masonry construction techniques used in Western architecture. Windows and doors are symmetrically spaced on a façade to form a regular rhythm of solids and voids called "bays." Where there is more than one floor, openings are aligned from floor to floor for structural purposes. Decoration is simple and limited usually to string courses, window and door lintels, and cornices. Vernacular buildings were widely constructed in Mount Dora from the 1880s through the 1930s.

This style of houses' primary exterior material is typically concrete block, stucco, and brick. Roof surfaces were typically wood shingles during the 19th century; metal during the last 19th century; and composition and asbestos shingles beginning in the 1920s.

Below is a close-up of the subject building from the 1920 Sanborn Maps. The Sanborn maps are a series of large-scale maps, dating from 1867 to the present and depicting the commercial, industrial, and residential sections of some twelve thousand cities and towns in North America. The maps were designed to assist fire insurance agents in determining the degree of hazard associated with a particular property and therefore show the size, shape, and construction of dwellings, commercial buildings, and factories as well as fire walls, locations of windows and doors, sprinkler systems, and types of roofs.



The excerpt from the 1920 maps for Mount Dora show that Educational Hall was a frame, brick veneered building with a slate or tin roof. The porch is shown as frame and does not extend the entire width of the front façade.

Nomination:

Pursuant to Land Development Code (LDC) Section 3.6.3 (2) (a) (1), nominations for historic site status may be initiated by the Historic Preservation Board, City Council, or the Property Owner. On July 31, 2024, the Historic Preservation Board met and nominated the subject property to be included on the Local Register of Historical Places.

LDC Section 3.6.3 (2) (a) (5) requires applications for a historic site designation to have consent from the property owner. On November 19, 2024, the Mount Dora City Council met and directed staff to proceed with the nomination process for the property.

Staff Analysis:

The application is for a structure to be designated as a Historic Site pursuant to the provisions of Section 3.6 of the City's *Land Development Code* for inclusion in the City's Historic Site and Marker Program. The subject property is located on the south side of 5th Avenue between Tremain Street and Grandview Street.

Pursuant to Land Development Code Section 3.6.3.c, to qualify as a historic site, said property must fulfill one or more of the criteria set forth in the paragraphs below:

1. A building, structure, site or preservation review area will be deemed to have **historical or cultural significance** if it meets the following criteria:
 - a. Is associated in a significant way with the life or activities of a major person important in city, state or national history (i.e., the homestead of a local founding family), or
 - b. Is the site of a historic event with significant effect upon the city, state or nation, or
 - c. Is associated in a significant way with a major historic event whether cultural, economic, social, military, or political, or
 - d. Exemplifies the historical, political, cultural, economic or social trends of the community in history, or
 - e. Is associated in a significant way with a past or continuing institution which has contributed substantially to the life of the city.
2. A building, structure, site or preservation review area is deemed to **have architectural or aesthetic significance** if it fulfills one or more of the following criteria:
 - a. Portrays the environment in an era of history characterized by one or more distinctive architectural styles, or
 - b. Embodies those distinguishing characteristics of an architectural style, period or method of construction, or
 - c. Is a historic or outstanding work of a prominent architect, designer, landscape architect, or builder, or
 - d. Contains elements of design, detail, material, or craftsmanship of outstanding quality or which represented, in its time, a significant innovation or adaptation to the Central Florida environment.

Staff Analysis

The building is culturally significant for multiple reasons. The property was developed with the city's first private school house for northern children and operated until 1923. Mount Dora's library had a home in the basement's west room starting in 1917. That same year a full-time paid librarian was hired at the sum of \$1.00 a week. Although the library now had a home it still had a problem: every time it rained water poured to the basement and soaked the books. A movement was started to buy the building so the library could be placed upstairs. The city was asked to purchase the building by taking over the mortgage of \$2500. It was approved but there was no money to pay for it. The city did agree to pay the utility bill and the librarian's salary. Librarian Margaret Lewis invited Charles Edgerton to see the building after a heavy rain when he was the chairman of the Park Board. He saw what a mess the library was in and told Miss Lewis to move the books upstairs since he would buy the building and sell it to the city when they could afford to raise the money. On February 6, 1929, the city bought the building with the promise that it would be used for a library as long as it was needed. It was located here until the new library on Donnelly St. was built in 1977, sixty years after the library started out in one room of the basement.

W.F. Warden of Akron, Ohio, and Jim Simpson of Mount Dora are credited with raising the \$1500 needed to build the school. It is of an unusual design with two large pavilions topped by hip roofs joined by a smaller recessed center bay. The brick building rests on a molded concrete block foundation said to be supplied by 23-year-old Carl Risely, who was one of the school's organizers.

The structure was constructed in the masonry vernacular style with a concrete block foundation with a dormer and shed roof. The roof features a brick chimney with cordelled cap.

The 1987 site survey listed the property's area of significance as 'Early Community Development' and 'Education.'

Findings of Fact:

Staff reviewed the application and determined:

1. Land Development Code (LDC) Section 3.6.3 (2) (a) (1), nominations for historic site status may be initiated by the Historic Preservation Board, City Council, or the Property Owner; and
2. Land Development Code Section 3.6.3.c, to qualify as a historic site, said property must have both historical or cultural significance and have architectural or aesthetic significance; and
3. The building has historical and cultural significance because it served as the first private school and first public library in Mount Dora which operated for in this location for 60 years; and
4. The building has architectural or aesthetic significance because it embodies distinguishing characteristics of the masonry vernacular architectural style which was a prominent style at the time of its construction.

Therefore, based on these Findings of Fact, staff recommends **Approval** of the application, as presented.

Board Action:

The Historic Preservation Board may:

1. Accept Staff’s Findings of Fact and **Approve** the application, as presented; or
2. Reject Staff’s Findings of Fact and **Deny** the application because the application does not meet the criteria of LDC Section 3.6.3.c, to qualify as a historic site.

Attachments:

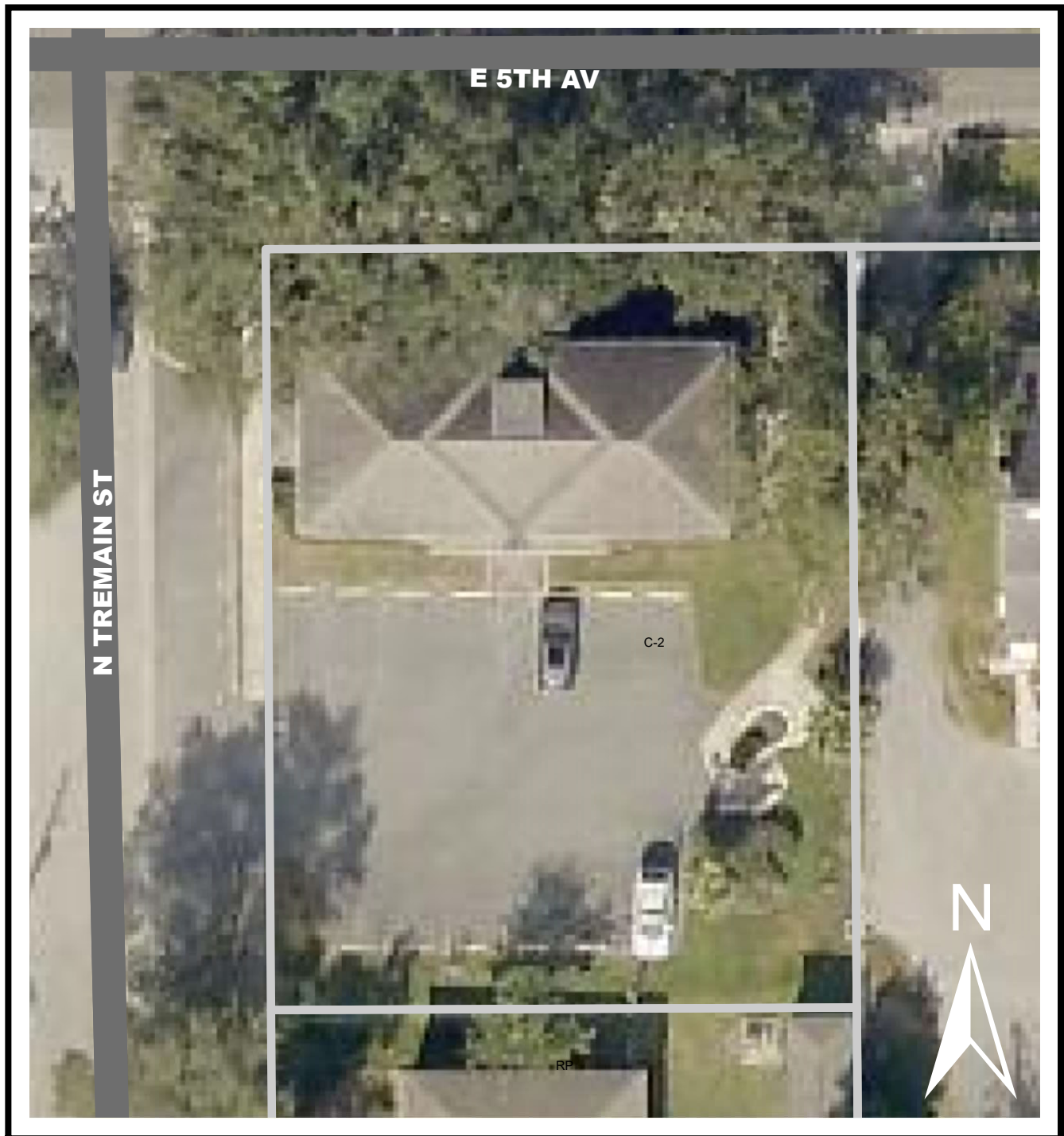
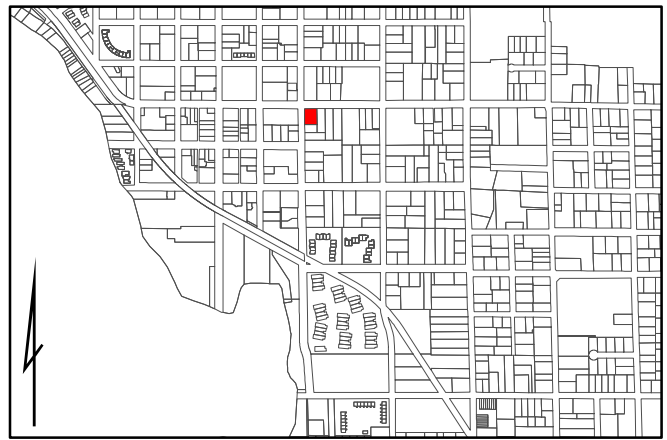
Photos

1989 Site Survey

308 E 5th Avenue



CITY OF
MOUNT
DORA





CITY OF MOUNT DORA

Site Photos

Subject Property







South of 5th Ave, looking East



South of 5th Ave, looking West



North of 5th Ave, looking East



North of 5th Ave, looking West



Site Inventory Form

Site No. _____

Site Name Educational Hall - The Old Library Survey Date 8709
 Address of Site 308 E. 5th Ave., Mount Dora, Fl. 32757
 Instruction for locating _____

Location Tremain's Plat 000 00400
 Subdivision Name Block No. Lot No.

County Lake
 District name if applicable _____
 Owner of Site: Name Potter, Del G. and Robert F. Vason Jr.
 Address 308 E. 5th Ave., Mt. Dora Fl. 32757

Type of Ownership _____ Recording Date 8711
 Recorder: Name & Title Barr, Melanie (Historic Preservation Consultant)
 Address P.O. Box 17, Gainesville Fl. 32602

Condition of Site: (Check One)	Integrity of Site: (Check One or More)	Original Use <u>educational</u>
☒ Excellent	☒ Altered	Present Use <u>commercial</u>
☐ Good	☐ Unaltered	Dates <u>+1912</u>
☐ Fair	☐ Original Use	Cultural Phase <u>American</u>
☐ Deteriorated	☐ Restored/Date	Period <u>20th Century</u>
	☐ Moved/Date	

NR Classification Category building Date Listed on NR _____

Threats to Site:

(Check One or More)

☐ Zoning	☐ Transportation	☐ Borrowing
☐ Development	☐ Fill	☐ Other (See Remarks Below)
☐ Deterioration	☐ Dredge	

Areas of Significance: Early Community Development, Educational

Significance:

Educational Hall was organized in March 1912 by a group of citizens who were not satisfied with Mount Dora's educational facilities. The main purpose of the new school was to accommodate the children of winter visitors whose classes were not similar to those offered at the Mount Dora public school. The children attending Educational Hall were tutored using the same books as their northern schools. The principal of the public school, J.H. Crane, was installed as the principal of Educational Hall. He retired in 1922. Mrs. Orin W. Sadler was principal for the 1922-23 school year, and after that year the school closed due to the lack of students.

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(see continuation page)

(CONTINUATION SHEET - SIGNIFICANCE)

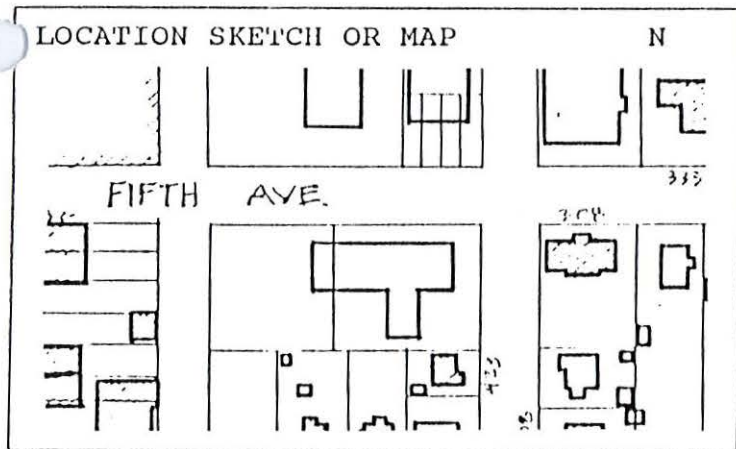
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L 163,164,105; E 121; brochure

Architect _____
 Builder _____
 Style and/or Period masonry vernacular
 Plan Type irregular: irregular
 Exterior Fabric(s) brick: running # concrete: block, molded
 Structural System(s) masonry: brick
 Porches N/ 1 story
 Orientation N
 Foundation continuous: concrete block
 Roof Type hip
 Secondary Roof Structure(s) dormer: shed
 Roof Surfacing metal shingles
 Window Type DHS, 6/6, wood
 Ornament Exterior dentil course
 Chimney brick with corbelled cap
 Chimney Location ridge
 No. of Chimneys 1 No. of Stories 2
 No. of Dormers _____ Outbuildings _____
 Surroundings _____
 Map Reference (incl. scale & date) USGS Eustis 7.5 MIN 1966 (PR 1980)

Latitude and Longitude _____

Site Size (approx. acreage of property) LT1



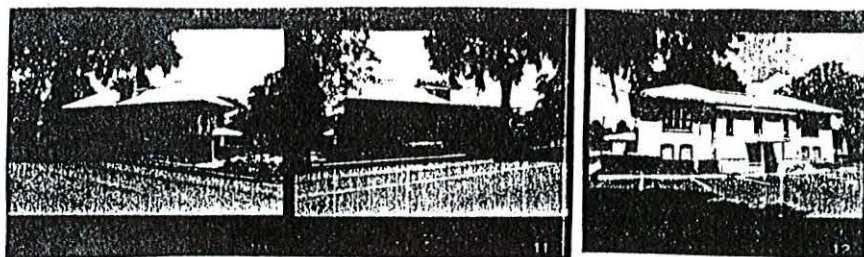
Township	Range	Section
19	27	32

UTM Coordinates:

Zone	Easting	Northing

Q 10-12

Photographic Records Number _____
 Please attach Photographic Print





CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmoundora.com

DATE: December 11, 2024

TO: Historic Preservation Board

FROM: Development Review Committee
Michele Janiszewski, AICP, Senior Planner

RE: Application for a Mural; 306 W 6th Avenue (Address); Nancy Nemhauser (Owner & Applicant); Starry Night Columns (Scope of Project).
Project/Case No. PZ24-0021.

SUMMARY OF PROJECT

Applicant submitted a mural application to paint two, two-story columns of their house, located at 306 W 6th Avenue, to mimic the Starry Night oil-on-canvas painting by Vincent van Gogh.

REFERENCES/SUPPORT:

Land Development Code (LDC) Section 6.8, entitled 'Murals'

SITE SUMMARY:

Address	306 W 6 th Avenue, Mount Dora
General Location:	South of W 6 th Avenue and bordered by Old U. S. Highway 441 on the western boundary.
Alternate Key Nos.	2720697
Zoning District:	Multi-Family Residential (R-3)
Future Land Use Category:	High Density Residential (HD)
Overlays:	Mount Dora CRA and Historic Review Area

ANALYSIS:

The subject property is developed with a 3,132 square foot residence built in 2003. The Owner had previously painted all sides of the residence to replicate the Starry Night oil-on-canvas painting by Vincent van Gogh. The retaining wall in the front of the residence was painted in a similar fashion. Pursuant to the Settlement agreement between the Owners and the City from 2018, the existing painted surface is determined to be grandfathered and exempt from any future ordinance and/ or code adopted by the City.

Land Development Code (LDC) Section 6.8, was adopted by City Council on October 19, 2021, and establishes the process and standards of review for murals within the City. The goal for regulating mural art in the City of Mount Dora is to ensure a continued visual aesthetic complementing the community character while allowing for compatible artistic and creative expression in appropriate locations, in an appropriate manner and of appropriate material.

Pursuant to LDC Section 6.8.4, a property owner desiring to place a mural on its property shall first obtain a permit from the city. The Applicant submitted an application to paint the columns on the front façade of the residence to complement the existing painted surfaces. The columns are white and are located on the first and second floor of the residence.

STANDARDS OF REVIEW:

Land Development Code (LDC) Section 6.8.4, establishes the following guidelines to be used when evaluating mural applications:

1. Location.

- a. Murals may be located on all facades on a structure used for residential purposes.
The columns proposed to be painted are located on the front façade of the house and faces W Old U.S. Highway 441.
- b. Murals may not be located on the primary facade of a structure used for non-residential purposes. In instances where a building has two primary facades, murals may not be placed on either facade (except for facades on alleyways).
Not Applicable; property zoned residential.
- c. No part of the mural shall be placed over life safety elements, and/or utility structures or facilities, in a way that would obscure or obstruct.
The application does not propose to be located over any life safety elements, and/or utility structures or facilities.
- d. If a mural is to be affixed on a historic or landmark building, or in the Historic District, the application must also be presented to the Mount Dora Historic Preservation Board for a recommendation and then presented to the public arts commission for final approval.
The property is located within the Historic Review area.
- e. In areas with residential zoning, a mural shall not exceed 20 percent of the area of the facade of any structure.
The property is zoned residential and is developed with a non-conforming mural. The area of the existing, non-conforming mural is greater than 20% of the facades with the mural. The addition of the painted columns will make the existing mural more non-conforming.
- f. In areas with non-residential zoning, a mural shall not exceed 60 percent of the area of the facade of any structure.
Not applicable; residentially zoned.
- g. In both residential and non-residential zonings, a mural may occupy 100 percent of the area of a utility box or similar structure. The mural should be appropriate within the character of the area and complement and enhance the building, architectural features, and site.
The application only includes plans to paint the columns and does not including plans to paint a utility box or other structure.
- h. No part of the mural shall exceed the height of the structure to which it is affixed;
The proposed mural does not exceed the height of the structure.
- i. No part of the mural shall extend more than six inches from the plane of the surface upon which it is affixed.
The addition to the mural will not extend more than six inches from the plane of the surface upon which it is affixed.

2. Manner.

- a. The artist name(s) may be incorporated into the mural but should be discreet and not exceed five percent of the design area or two square feet in area, whichever is less.

The application does not show the artists' name in the proposal.

- b. No mural shall be illuminated in a manner that produces a light intensity greater than 0.5 foot-candles at the property lines.

The application does not indicate that the mural application will be illuminated.

- c. Murals must be allowed under First Amendment protections to express ideology, beliefs, opinions and/or other societal images; however, these protections do not extend to the following elements that are grounds for permit denial - explicit nudity or sexually explicit conduct, obscenities, defamation, symbols denoting gang affiliations, any expression that could be deemed to be hate speech or displays so shocking that it likely would create a public safety issue by impeding the safe flow of traffic.

Not Applicable.

- d. Murals may contain limited commercial elements as long as they are not considered commercial copy pursuant to the sign regulations of this Code.

Not applicable.

- e. Commercial elements are subject to the sign regulations of this Code.

Not Applicable.

- f. Prior to alteration of a mural, a new mural application must be submitted and permit issued, unless the structure and or/surface is being brought back to its original state.

The structure is currently developed with a mural. The Owner submitted an application to alter / extend the mural to occupy additional area.

3. Materials.

- a. The mural should be constructed with materials designed to be resistant to weather and vandalism.

The application states that "All primers, point to be used for art and protective sealers to be provided by FLORIDA PAINTS. Florida Points specializes in exterior and interior pointing materials which ore exclusively and specifically created for the extreme Florida weather ensuring long lasting colors."

- b. Chemical or physical treatments, such as sandblasting, that may cause damage to any architectural feature, should not be used.

The application did not indicate if any chemical or physical treatments will be applied to any architectural feature.

- c. Paint utilized should be intended for exterior use that will not corrode or compromise the integrity of the material to which it is applied.

The application states that “All primers, point to be used for art and protective sealers to be provided by FLORIDA PAINTS. Florida Points specializes in exterior and interior pointing materials which ore exclusively and specifically created for the extreme Florida weather ensuring long lasting colors.”

- d. Reflective, neon and fluorescent paints shall not be used.
See enclosed application. Application did not indicate if the paints will be reflective.
- e. If necessary, murals shall be coated with a topcoat that helps protect the mural from fading and deterioration, as well as makes it easy to clean if vandalized.
The application states, “All surface preparations and final sealing after pointing to be performed by PRECISION PAINTING. Precision Pointing is a 3rd generation local Florida company specializing in interior and exterior large and small commercial and residential projects with a specialty in preparation and sealing of exterior surfaces for murals.”

FINDINGS OF FACT:

Staff reviewed the application and determined:

1. Land Development Code (LDC) Section 6.8.4, establishes the guidelines to be used by the City in evaluating mural applications; and
2. The subject property is zoned Multi-Family Residential or R-3; and
3. The Owner had previously painted all facades of the residence prior to the adoption of Ordinance 2021-16 which established LDC Section 6.8 pertaining to murals; and
4. LDC Section 6.8.6, states that Murals in place when these code takes effect will be considered legal, non-conforming murals; and
5. LDC Section 6.8.4 (1)(e), states that “in areas with residential zoning, a mural shall not exceed 20 percent of the area of the facade of any structure” and the addition of the painted columns to the legal, non-conforming mural will exceed 20% of the front façade; and
6. The application is generally consistent with the other guidelines provided for in LDC Section 6.8.4.

BOARD ACTION:

The Historic Preservation Board recommend approval, approval with conditions, or recommend denying the mural application.

ATTACHMENTS:

Photos
Application
Settlement Agreement



CITY OF MOUNT DORA

Site Photos







CITY OF
MOUNT
DORA

Planning and Development

510 N. Baker St.
Mount Dora, FL 32757
352-735-7112

plandev@cityofmoundora.com

MURAL APPLICATION

Ordinance No. 2021-16 adopted on 10/19/2021

Date: September 23, 2024 Property Address: 306 W 6th Ave. Mount Dora, FL 32757

General Location of the Subject Property and façade which will feature the mural: _____

Van Gogh / "Starry Night" House - Facing Old Hwy 441

Is the Mural Located within the Historic Preservation Review Area: Yes _____ No X

Property Zoning District: #3

Is the Property Use of Mural: ☐ Commercial ☒ Residential ☐ Other _____

Applicant's Name: Nancy Nemhauser

Company's Name: _____

Address: 306 W 6th Ave City, State & Zip: Mount Dora, FL 32757

Phone: 305-458-7142 E-mail: lmontells@me.com

Property Owner's Name(s): Same as above

Company's Name: _____

Address: _____ City, State & Zip: _____

Phone: _____ E-mail: _____

Will right-of-way or sidewalk closures be required? If so, please provide details (affected areas and dates) or attach a summary with the information: NO

CERTIFICATION AND SIGNATURE

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures and that this application is a complete application submittal pursuant to the City's Land Development Code. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date.

[Signature]
Applicant Signature

September 23, 2024
Date

VAN GOGH / STARRY NIGHT HOUSE

Mural project description.

Property address:
306 W. 6th Ave. Mount Dora, FL 32757

September - October 2024

PROJECT CONTACT:
LIONEL (Lee) MONTELLS - 305-458-7142- lmontells@me.com

September 23rd, 2024

PROJECT NAME: "Van Gogh House"

PROPERTY ADDRESS: 306 W. 6th Ave. Mount Dora, FL 32757

GENERAL PROJECT DESCRIPTION

Since 2017 the "Mount Dora Van Gogh House" or "Starry Night House", as it's known throughout the world, symbolizes many things to many people. Individuals from around the world stop by this now famous house to take pictures and selfies and proudly share them on social media. For many, the "Mount Dora Van Gogh House" is a symbol and mecca for autism, for others a monument to freedom of expression, for some art triumphant over bureaucracy, and for others just a giant mural inspired by the world's most famous artist and his most iconic painting of all times.

In 2024 the spotlight and cameras have focused again on this iconic house for the production of a documentary based on the legacy of Mount Dora's Van Gogh House and its incredible reach throughout the world, which continues to this day.

With this project, Ms. Nancy Nemhauser, the homeowner, plans to paint the columns indicated in this presentation. The painting of the columns and preserving the beauty of the design and colors, will be supervised and done by professionals and in accordance with the settlement agreement signed by Ms. Nancy Nemhauser and the City of Mount Dora on July 18th, 2018, maintaining the same "color scheme and/or theme" of the current surfaces.

This project is to be a part of the documentary currently being produced by Li (Lee) Montells. It has the support of many organizations and individuals associated with the autism and learning disabilities communities. As was in the case when the production crew was on site and dozens of interviews were conducted in Mount Dora, this project will have extensive media coverage.

During the first week of November 2024, the documentary crew will be filming at the Von Gogh House again. By that time, it is imperative that the columns must be painted. Consequently, time is of the essence. It is expected that artists, autism specialists, individuals and entities involved with the project, as well as city officials will be invited to attend the Ribbon Cutting Ceremony. This ceremony will be a celebration for and thank you to those who have helped to make the Van Gogh House a canvas to the world.

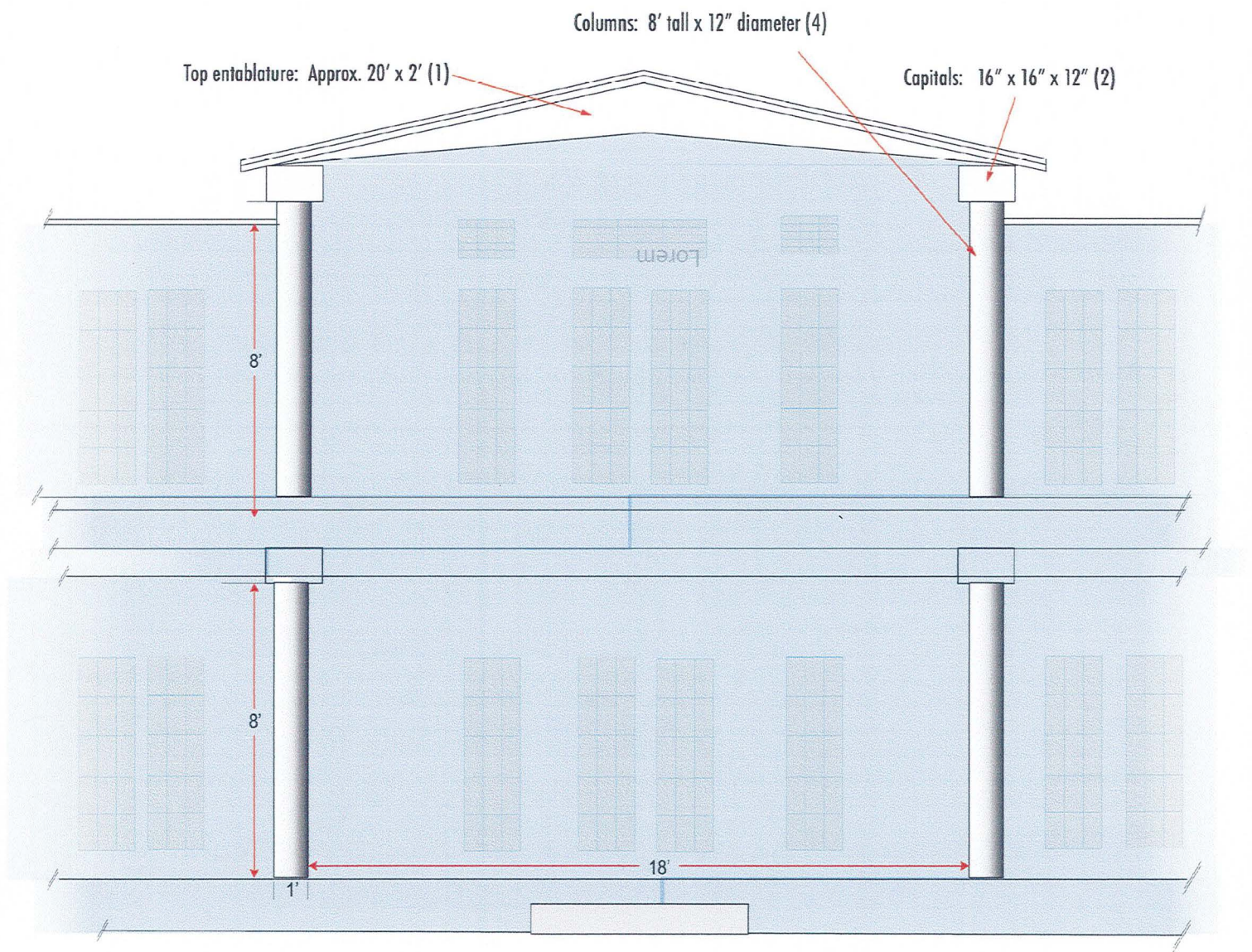
For any other information, details, questions, etc., please do not hesitate to contact Lionel (Lee) Montells via text (305-458-7142) or email (lmontells@me.com).

NAME: "Van Gogh / Starry Night House"

ADDRESS: 306 W. 6th Ave. Mount Dora, FL 32757
Facade facing Old Hwy US 441

- Existing Van Gogh inspired murals. (See existing reference photos included)
- Areas to be painted with the same style, color scheme and/or theme of the rest of the house's existing murals.

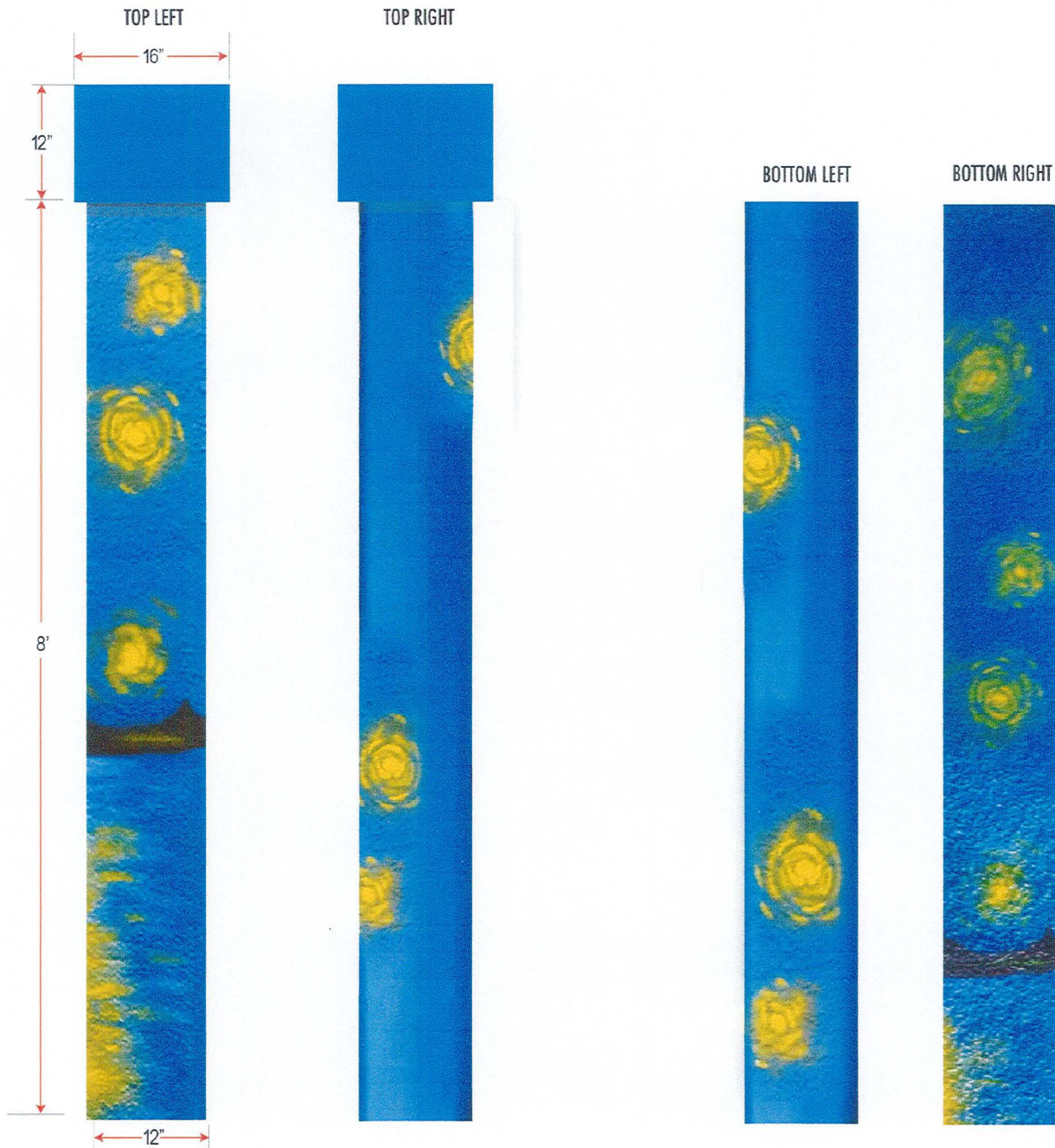
SCALE: 1/4" = 1'

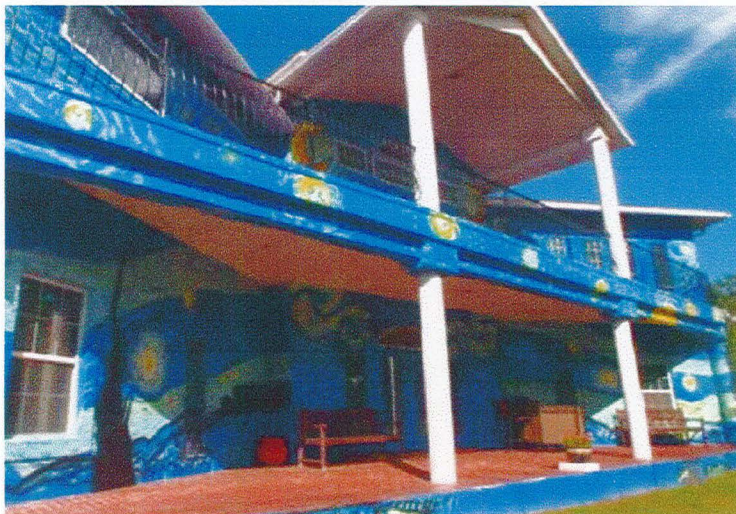
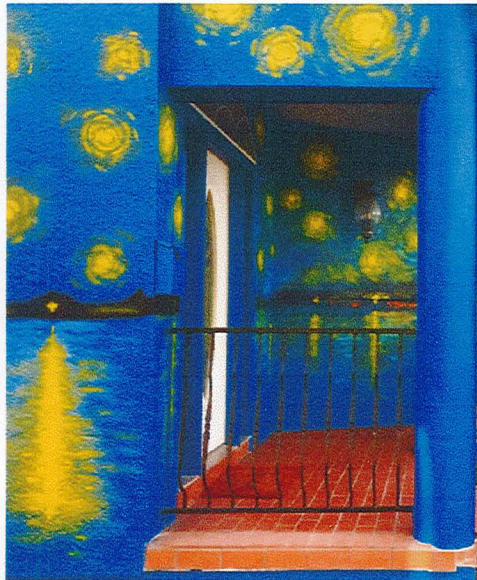


SCALE: $3/4" = 12"$

4 COLUMNS and 2 CAPITALS to be painted following the same color style and/or theme of the rest of the painted surfaces.

NOTE: The column and capital sketches are a general guide of the color palette and style matching the current painted surfaces. These reference sketches are not a representation nor exact scale of the artwork.





**PRIMERS, PAINT & SEALERS**

All primers, paint to be used for art and protective sealers to be provided by FLORIDA PAINTS.

Florida Paints specializes in exterior and interior painting materials which are exclusively and specifically created for the extreme Florida weather ensuring long lasting colors.

SURFACE PREPARATION AND SEALING

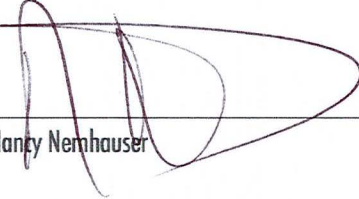
All surface preparations and final sealing after painting to be performed by PRECISION PAINTING.

Precision Painting is a 3rd generation local Florida company specializing in interior and exterior large and small commercial and residential projects with a specialty in preparation and sealing of exterior surfaces for murals.

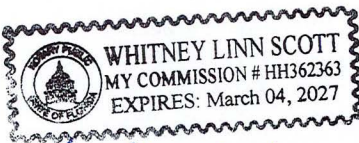
September 23rd, 2024

To City of Mount Dora

Through this letter, I, Nancy Nemhauser, owner of the property located at 306 West 6th Ave, Mount Dora, Florida 32757, authorize Lionel (Lee) Montells, his company Webcapsules/Sucubi and any third party engaged by Mr. Montells and/or his company for this purpose, to supervise and execute the art project described in this presentation from September 2024 and continuing throughout the project.


Nancy Nemhauser

September 23, 2024
Date





SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into by and between Nancy Nemhauser and Lubomir Jastrzebski (the "Property Owners") and the City of Mount Dora ("City").

WHEREAS, a civil action has been filed against the City styled as: *Nancy Nemhauser and Lubomir Jastrzebski v. City of Mount Dora, Florida*, Case Number: 5:18-cv-87-JSM-PRL (the "Action") and is currently pending in the United States District Court, Middle District of Florida, Ocala Division; and,

WHEREAS, the Action arose out of the application of the City's sign code to Plaintiffs' property located at 306 West 6th Avenue, Mount Dora, Florida ("Property"); and,

WHEREAS, the parties have agreed to a settlement and compromise of the claims brought in the Action and desire to resolve the dispute between them in accordance with this Agreement; and,

WHEREAS, the rights and responsibilities set forth in this Settlement Agreement are solely for the benefit of the City and the Property Owners and/or any heirs or assignees of the Property and shall not in any way be construed for the benefit of any unintended third parties.

NOW THEREFORE the parties hereto agree as follows:

I. Effective Date.

This Agreement will become effective when at least one identical counterpart of this Agreement is executed by each of the parties and delivered to the other party or, alternatively, when this Agreement has been fully executed by both of the parties. Such date is called the "Effective Date".

II. Consideration.

A. Obligations of the Property Owners.

- (1) No later than three (3) business days after those conditions set forth in

Sections II B (1) and (2) have been fully satisfied, Plaintiffs shall cause a Joint Agreement for Dismissal, the form of which is attached hereto as **Exhibit "A"**, to be filed in the United States District Court, Middle District of Florida, Ocala Division under Case Number 5:18-cv-87 JSM-PRL, and shall provide the City with a fully executed Release, the form of which is attached hereto as **Exhibit "B"**.

- (2) The Property Owners shall have One Hundred Eighty (180) days of the Effective Date to finish painting the house and wall ("Painted Surface") located on the Property with the same color scheme and/or theme existing on the Painted Surface as of the Effective Date, as well as to cover the finished Painted Surface with a protective coating. Once complete, the Property Owners shall provide a letter certifying completeness to the City Manager in the form attached hereto as **Exhibit "C"**. Upon the City's receipt of the letter certifying completeness, the painting existing on the house and wall shall gain the Section II B (3) grandfathered, exempt status and the Property Owners shall thereafter maintain the Painted Surface on the Property in accordance with any and all applicable City of Mount Dora codes and/or ordinances including any future ordinance and/or code adopted by the City which might otherwise render the extent and nature of the Painted Surface on the Property in violation of the same. In the event the Property Owners fail to finish painting and/or covering the Painted Surface and provide a letter certifying the same to the City Manager, within the time period set forth herein, the Property will not be deemed grandfathered. This provision shall survive dismissal of the Action.
- (3) Except to the extent the Painted Surface is grandfathered and exempt, as set forth in Section II B (3) hereof, from any future ordinance and/or code adopted by the City which might otherwise render the extent and nature of the Painted Surface on the Property to be in violation of the same, the Painted Surface must always be maintained in compliance with any and all City of Mount Dora ordinances and/or codes existing on or adopted after the Effective Date and/or as any such ordinances

and/or codes may be amended from time to time after the Effective Date. The City may take code enforcement action against the Property Owners for failure to properly maintain the Painted Surface in accordance with any applicable City ordinance and/or code. If the Property Owners fail to properly remedy any such violation and the City successfully obtains an order from the City's Code Enforcement Magistrate related to the same, the Property Owners will lose the Section II B (3) grandfathered, exempt status for the Painted Surface at the time such enforcement action becomes final and the Property Owners shall thereafter maintain the Painted Surface on the Property in accordance with any and all applicable City of Mount Dora ordinances and/or codes including any future ordinance and/or code adopted by the City which might otherwise render the extent and nature of the Painted Surface on the Property in violation of the same. For the purposes of this provision, the enforcement action shall not be considered final until the Property Owners have either exercised or waived their right to appeal any such order issued by the City's Code Enforcement Magistrate in accordance with any applicable City or Florida state codes and statutes governing judicial review. Failing to file an appeal within any applicable statutes of limitation shall constitute waiver. This provision shall survive dismissal of the Action.

B. Obligations of the City.

- (1) Within ten (10) days of the Effective Date, the City shall remit payment, through its insurance carrier, to the Plaintiff in the amount of Fifteen Thousand Dollars (\$15,000.00).
- (2) Within ten (10) days of the Effective Date, the City shall closeout Code Enforcement Case Number: 2017-0187 and record, within the official records of Lake County, Florida, any and all documents necessary to release the Code Enforcement lien placed on the Property related to City of Mount Dora Code Enforcement Case Number: 2017-0187. The City shall maintain copies of such recorded documents in the code enforcement file related to Case Number 2017-0187, to evidence that

the Property and Plaintiffs are not subject to a future repeat violation stemming from Case Number 2017-0187.

- (3) The City agrees that so long as the painting and the protective coating on the Painted Surface are completed and maintained in accordance with Sections II A (2) and (3) hereof, the Painted Surface on the Property will be grandfathered in and shall be exempt from any future ordinance and/or code adopted by the City which might otherwise render the extent and nature of the Painted Surface of the Property in violation of the same.
- (4) The City agrees that it will enforce any and all generally applicable codes and/or ordinances against the Property Owners in a manner consistent with its enforcement against other property owners within the City of Mount Dora.
- (5) The City will place Nancy Nemhauser on the City's Special Code Advisory Committee in the event she chooses to apply to be a member of the same. The City's Special Code Advisory Committee will make recommendations to the City Council related to revisions to the City's sign code as well as, in the Council's sole discretion, other specified codes and/or ordinances being considered for adoption by the City.
- (6) The City will revise its sign code with the assistance of the Special Code Advisory Committee which shall be created by the City through Resolution adopted at the same meeting in which this Agreement is approved.

C. Joint Obligations of the Parties.

The Plaintiffs and the City's Mayor shall jointly participate in a press conference explaining the settlement wherein the Mayor shall lead same with an

apology to the Property Owners.

III. City Authority.

The City is a government entity who must obtain final authority for this Agreement from the City Council in accordance with its charter. Plaintiffs acknowledge that this Agreement shall not be effective until and unless approved by the City Council for the City of Mount Dora.

IV. General Provisions.

A. No Admission of Liability.

This Agreement represents an accord and satisfaction of contested claims and affects the settlement of such claims, all of which are denied and contested, and nothing contained in this Agreement will be construed as an admission by either of the parties of any liability or wrongdoing in connection with the Action.

B. Entire Agreement.

This Agreement contains the entire agreement and understanding between the parties concerning the subject matter. No provision of this Agreement may be waived unless in writing and signed by the party or parties against whom the same is offered. This Agreement may not be altered, amended, or otherwise changed or modified, except in writing and signed by the party or parties against whom the same is offered. The requirements of this section may not be modified except by a writing that complies with the requirements hereof.

C. Choice of Law and Jurisdiction.

The Agreement shall be governed by the laws of the State of Florida without regard to choice of law rules.

D. Legal Advice/Legal Fees and Costs.

Each Party has had the opportunity to consult with independent legal counsel with respect to the advisability of making this Agreement. Each Party has read and fully understands all of the provisions of this Agreement, and is voluntarily entering into this Agreement. Each party agrees to bear its own attorney fees and costs incurred in connection with the Action. Each party also agrees to bear its own attorney fees and costs incurred in the preparation of this Agreement, and execution of all conditions outlined therein.

E. Enforcement.

Either party has the right to enforce the provisions of this Agreement through a cause of action in the circuit court for any appropriate legal remedy, including, but not limited to, specific performance. The sole exclusive and mandatory venue to enforce this Agreement is in the circuit court of the Fifth Judicial Circuit in and for Lake County, Florida. Each party consents and voluntarily submits to the personal jurisdiction of such court and agrees to waive any claim regarding: (a) jurisdiction over that party; (b) that venue is improper; or (c) that there would be a more convenient forum.

F. Severability.

If any part of this Agreement is void or otherwise invalid, such invalid or void portion will be deemed to be separate and severable from the balance of this Agreement, and will be given full force and effect as though the void or invalid provisions had never been a part of the Agreement.

G. Construction.

Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable. This Agreement shall be deemed to have been drafted jointly by the parties; accordingly, any rule pertaining to the construction of contracts to the effect that ambiguities are to be resolved against the drafting party

shall not apply to the interpretation of this Agreement or of any modification of or amendment to this Agreement.

H. Execution in Counterparts.

This Agreement may be executed in counterparts and, if so executed, all counterparts collectively will constitute one agreement binding on all Parties.

I. Electronic Signatures.

Faxed and emailed signatures shall be deemed originals.

J. Notices.

Any notice or notices required or permitted by this Agreement or that shall be given by reason of this Agreement shall be in writing and shall be delivered to the last attorney of record for each of the parties in the manner and at the address required for service of pleadings and papers, except that electronic mail notices shall be effective only if separately acknowledged by the person to whom the notice is given.

K. Assignability.

This Agreement shall inure to the benefit of and shall be binding upon all parties hereto, including any heirs, administrators, legal representatives, successors, assigns and/or subsequent purchasers or owners. This Agreement shall be recorded in the public records of Lake County, Florida, in order to place all subsequent owners, purchasers or potential owners or purchasers on notice of the maintenance requirements in Section II A (3) as a condition of maintaining the grandfathered status contained within Section II B (3). Despite the recording of this Agreement, the Property Owners shall have the independent obligation to make certain that any subsequent Property owner is aware of this Agreement and maintenance requirements in Section II A (3) as a condition of maintaining the grandfathered status contained within Section II B (3) hereof. As such, within ten (10) days of any

transfer of ownership of the Property, from the Property Owners, the Property Owners shall cause the subsequent owner to execute an Assignment, in the form substantially similar to the Assignment attached hereto as **Exhibit "D"**, record the same in the public records of Lake County, Florida and provide a copy of the recorded Assignment to the City Manager. In the event the Property Owner sells or otherwise transfers the Property, its notice obligation herein terminates once it has provided the herein above recorded Assignment to the City. This provision shall survive dismissal of the Action.

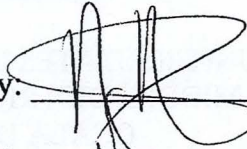
L. Loss of Grandfathered, Exempt Status.

In the event that the Painted Surface is ever repainted with any color or colors other than the color scheme and/or theme appearing on the Painted Surface as of the Effective Date and as completed in accordance with Section II A (2) hereof, or the Property Owner fails to maintain the Property in accordance with Section II A (3) hereof, the Property shall lose the Section II B (3) grandfathered, exempt status for the Painted Surface and the Painted Surface shall thereafter be maintained in accordance with any and all applicable City of Mount Dora ordinances and/or codes including any future ordinance and/or code adopted by the City which might otherwise render the extent and nature of the Painted Surface on the Property in violation of the same.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates noted opposite their names.

DATED: July 17, 2018

NANCY NEMHAUSER

By: 

Print: Nancy Nemhauser

DATED: July 18, 2018

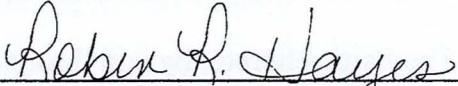
LUBOMIR JASTRZEBSKI

By: 

Print: Lubomir Jastrzebski

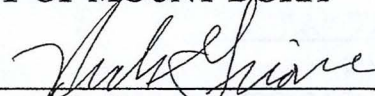
DATED: July 18, 2018

**CITY OF MOUNT DORA
REPRESENTATIVE**

By: 
Robin Hayes, City Manager

DATED: July 18, 2018

CITY OF MOUNT DORA

By: 
Nick Girone, Mayor

ATTEST:

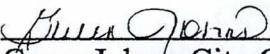

Gwen Johns, City Clerk

EXHIBIT "A"

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

NANCY NEMHAUSER and
LUBOMIR JASTRZEBSKI,

Case No. 5:18-cv-87-JSM-PRL

Plaintiffs,

v.

CITY OF MOUNT DORA, FLORIDA,
a municipal corporation.

Defendants.

JOINT AGREEMENT FOR DISMISSAL WITH PREJUDICE

The Parties hereto, by and through their undersigned counsel, represent to the Court that this matter has been amicably settled and would jointly request entry of a Final Order of Dismissal With Prejudice in this matter.

DATED this ____ day of _____, 2018.

EXHIBIT "A"

Jeremy Talcott
Cal. Bar No.: 311490*
Pacific Legal Foundation
930 G. Street
Sacramento, CA 95814
Telephone (916) 419-7111
Email: jtalcott@pacificlegal.org
Attorney for Plaintiffs

*admitted *Pro Hac Vice*

EXHIBIT "A"

Sherry G. Sutphen
Florida Bar No.: 399681
Bell & Roper, P.A.
2707 E. Jefferson Street
Orlando, Florida 32803
Telephone: (407) 897-5150
Email: ssutphen@bellroperlaw.com
Secondary: kreed@bellroperlaw.com
Attorney for Defendant

EXHIBIT "B"

GENERAL RELEASE OF ALL CLAIMS

DEFINITIONS

A. As used in this General Release and Settlement of Claim the term "Nemhauser and Jastrzebski" shall mean Nancy Nemhauser and Lubomir Jastrzebski, as well as their respective heirs, executors, administrators, personal representatives, successors and assigns, singular or plural, where ever the context so admits or requires.

B. As used in this General Release and Settlement of Claim the term "City" shall mean the City of Mount Dora, a municipal corporation of the State of Florida, as well as its past, present and future agents, agencies, officials, commissioners, employees, boards, representatives, attorneys, successors and assigns in both their individual and official capacities and any entity or person in privity with them jointly or severally, singular or plural, where ever the context so admits or requires.

C. As used in this General Release and Settlement of Claim the term "Insurer" shall mean Preferred Governmental Claim Services, and any other subsidiary or division of said entities, as well as their agents, employees, representatives, attorneys, successors or assigns.

RECITALS

WHEREAS, on February 20, 2018, Nemhauser and Jastrzebski filed a Complaint in the United States District Court, Middle District of Florida, Ocala Division styled as *Nancy Nemhauser and Lubomir Jastrzebski v. City of Mount Dora*, Case Number: 5:18-cv-87-JSM-PRL, and amended same by way of their First Amended Complaint filed on April 19, 2018, hereafter "Lawsuit"; and

WHEREAS, during the time period of the claims set forth in the Lawsuit, there was in force and effect a policy of liability insurance between the Insurer and the City which provided coverage for this type of claim; and

WHEREAS, the City and the Insurer have denied any wrongdoing and any liability for the allegations which were the subject matter of the Lawsuit; however, are desirous of compromising in order to settle this claim, in good faith, and to avoid further litigation and attendant costs; and

WHEREAS, Nemhauser and Jastrzebski have agreed to accept payment in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00), along with other valuable consideration set forth in the Settlement Agreement between the parties as full compromise and settlement of any and all claims that Nemhauser and Jastrzebski may have, whether now not known or contemplated, against the City and Insurer, arising out of or resulting from the above described Lawsuit, including attorney's fees, expert fees and costs associated with same and further agrees that upon execution of this General Release and Settlement of Claim, Nemhauser and Jastrzebski will dismiss the

Lawsuit with prejudice and agree to execute all documents and take all other necessary steps to bring about dismissal of the Lawsuit with prejudice.

NOW THEREFORE know all men by these presents, that Nemhauser and Jastrzebski hereby declare the above recitals as true and correct and that for and in consideration of payment of the total sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00), and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, they do hereby remise, release and forever discharge the City and the Insurer, of and from all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, which Nemhauser and Jastrzebski ever had, now have or which any personal representative, successor, heir or assign of Nemhauser and Jastrzebski, hereafter can, shall or may have, against the City and/or the Insurer, by that certain Lawsuit referenced above, and the facts arising from or related to the Lawsuit, and including, but not limited to, any and all tort claims, contract claims, claims for compensatory damages, injunctive relief, declaratory relief, punitive damages, interest, costs, attorneys' fees, civil rights violations, federal claims, state, statutory or common law claims and loss of enjoyment of property. Nemhauser and Jastrzebski further acknowledge, warrant and agree that:

GENERAL RELEASE

1. This General Release shall not be construed as an admission of liability or responsibility by the City or the Insurer but is rather a compromise settlement of a disputed claim, designed to avoid further litigation and attendant costs. The City and the Insurer specifically deny liability for the claims brought by Nemhauser and Jastrzebski and deny any wrongdoing whatsoever.

2. That this is a General Release of all Claims and Nemhauser and Jastrzebski expressly waive and assume the risks of any and all claims for damages which exist as of this date, which Nemhauser and Jastrzebski do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise and which if known, would materially affect Nemhauser's and Jastrzebski's decision to enter into a settlement and provide this General Release. Nemhauser and Jastrzebski have accepted payment of the sums specified herein along with other good and valuable consideration as a complete compromise of the matters involving disputed issues of law and fact. Nemhauser and Jastrzebski assume the risk that the facts or law may be other than Nemhauser and Jastrzebski currently believe or understand.

3. Nemhauser and Jastrzebski warrant that no promises or inducements not herein expressed have been made, that payment of the above mentioned sum is in full compromise and settlement and full satisfaction of the aforesaid actions, claims and demands, whatsoever, that this Release is given in good faith and discharges the City and the Insurer from all liability for contribution to any other alleged tortfeasor or any entity with condemnation authority, that the undersigned is of legal age and legally competent to execute this Release, has read the contents of this Release and has been adequately represented by counsel, of their own choice, and sign this General Release with full knowledge and appreciation of its meaning.

4. In the event that the City or the Insurer should be required to defend any suit, claim, action, or proceeding filed by or on behalf of Nemhauser and Jastrzebski in violation of this General Release, Nemhauser and Jastrzebski shall be liable to the City for all fees of attorneys, paralegals and legal assistants and costs and expenses incurred in defending same, up to and including any and all appeals.

5. This General Release is to be construed and governed under the laws of the State of Florida and shall bind Nemhauser and Jastrzebski and their respective heirs, estates, successors and assigns. If any one or more provisions of this General Release shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6. This General Release may be pleaded as a full and complete defense against any action, suit or proceeding that may be prosecuted, instituted or attempted by Nemhauser and Jastrzebski which Nemhauser and Jastrzebski have waived or released herein.

Executed this ____ day of _____, 2018.

NANCY NEMHAUSER

By: EXHIBIT "B"

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing General Release and Settlement of All Claims was acknowledged before me this ____ day of _____, 2018, by Nancy Nemhauser, who is personally known to me OR has produced _____ as identification.

(Notary Seal)

Notary Public

LUBOMIR JASTRZEBSKI

By: EXHIBIT "B"

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing General Release and Settlement of All Claims was acknowledged before me this ____ day of _____, 2018, by Lubomir Jastrzebski, who is personally known to me OR has produced _____ as identification.

(Notary Seal)

Notary Public

EXHIBIT "C"

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

The artistic painting at 306 West 6th Avenue in Mount Dora, FL has been completed and we have been advised that the protective coating has been applied.

NANCY NEMHAUSER

By: EXHIBIT "C"

Date: _____

LUBOMIR JASTRZEBSKI

By: EXHIBIT "C"

Date: _____

EXHIBIT "D"
ASSIGNMENT

Nancy Nemhauser and Lubomir Jastrzebski (Assignees) hereby assign to _____ (Assignor) and Assignor hereby accepts, effective as of the date of recording of this Assignment in the public records of Lake County, Florida, all rights and responsibilities as set forth in that Settlement Agreement between the City of Mount Dora and the Assignees, recorded in Official Records Book _____, Page _____, of the public records of Lake County, Florida on _____, 2018.

Executed this ____ day of _____, 2018.

Witnesses:

Print: _____

NANCY NEMHAUSER

By: EXHIBIT "D"

Print: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Assignment was acknowledged before me this ____ day of _____, 2018, by Nancy Nemhauser, who is personally known to me OR has produced _____ as identification.

(Notary Seal)

Notary Public

Witnesses:

Print: _____

LUBOMIR JASTRZEBSKI

By: EXHIBIT "D"

Print: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Assignment was acknowledged before me this ____ day of _____, 2018, by Lubomir Jastrzebski, who is personally known to me OR has produced _____ as identification.

(Notary Seal)

Notary Public



CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmountdora.com

DATE: December 11, 2024

TO: Historic Preservation Board

FROM: Michele Janiszewski, AICP, Senior Planner

RE: Tab 3 – Discussion Item
2025 Historic Preservation Board Meeting Dates

Background:

As the New Year is approaching, staff is finalizing the 2024 calendar of events. Land Development Code (LDC) Section 3.6.2 (3) (e) states, “the [Historic Preservation] board will meet on the last Wednesday of the month.”

As such, the 2025 Historic Preservation Board meeting dates are proposed as:

- January 29, 2025
- February 26, 2025
- March 26, 2025
- April 30, 2025
- May 28, 2025
- June 25, 2025
- July 30, 2025
- August 27, 2025
- September 24, 2025
- October 29, 2025
- December 10, 2025

Requested Board Action:

Approve the 2025 meeting dates for the Historic Preservation Board.