



City Hall
510 N. Baker St.
Mount Dora, FL 32757

Mayor Crissy Stile

Vice-Mayor Marc Crail
District 4

Councilmember John Cataldo
District 1

Councilmember Cal Rolfson
District 2

Councilmember Austin Guenther
District 3

Councilmember Nate Walker
District 5

Councilmember Doug Bryant
At-Large

MOUNT DORA CITY COUNCIL

April 5, 2022, 6:00 PM

City Hall Board Room, 510 N. Baker Street

REGULAR AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

- | | |
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| 1. Donation of Emma Sears Marsh Paintings by GFWC Mount Dora Woman's Club | 4 |
| 2. Earth Day Proclamation 2022 | 10 |
| 3. Mount Dora Friends of the Environment | 12 |

PUBLIC COMMENTS

- This is the time for the public to come forward with any comments on any subject related to City business that is not listed on the Agenda.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. If you are part of a group, try to designate a speaker.
- Please address all comments to the Chair.
- Answers to your questions may not be given at the end of your speech. However, your question along with an answer will be placed on the City's website under Frequently Asked Questions within 10 business days.
- We will try to answer your questions at the time asked. However, there may be times we will need to do research prior to providing an answer.

APPROVAL OF AGENDA

BOARD APPOINTMENTS

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| 1. Advisory Board Appointments | 14 |
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CONSENT AGENDA

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2. Request approval of the Piggyback Contracts for On-call Building Inspection Services between the City of Mount Dora, C.A.P. Government, Inc., and American Building Safe Associates, Inc. 29
3. Request approval of the Piggyback Agreement between the City of Mount Dora and Renaissance Planning Group, Inc., related to General Consulting Services for Planning & Development 77
4. Request Approval of Meeting Minutes 189
 - March 7, 2022 Worksession City Council Minutes
 - March 15, 2022 Regular City Council Minutes
 - March 15, 2022 CRA Governing Board Minutes
 - March 4, 2022 Building Height Advisory Committee Minutes
 - March 17, 2022 Building Height Advisory Committee Minutes
5. Request to approve Resolution No. 2022-23, Information Technology Policy Manual Revisions 241

ACTION ITEMS

1. Report and Recommendation from the Building Height Advisory Committee and Council direction related to the Report and Recommendations 314
2. Request approval of Utility Service Agreement and Annexation Covenant for CSD Groves between the City of Mount Dora, CSD Groves and Ashton Orlando Residential, L.L.C. 326

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

CITY MANAGER

1. City Manager's Report 343
2. Approve Designation of Acting City Manager for Future Leave 346

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Council Member Cal Rolfson

- Council Member Nate Walker
- Council Member Doug Bryant
- Council Member John Cataldo
- Council Member Austin Guenther
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- April 19, 2022, 6:00 PM, Regular Session
- May 3, 2022, 6:00 PM, Regular Session
- May 17, 2022, 6:00 PM, Regular Session
- June 7, 2022, 6:00 PM, Regular Session

ADJOURNMENT

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

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



CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Donation of Emma Sears Marsh Paintings by GFWC Mount Dora Woman's Club

Introduction:

Emma Sears Marsh (1871 - 1960) was a Mount Dora artist who painted over 200 detailed watercolors of Florida wildflowers nearly 100 years ago. The Lakes and Hills Garden Club owns 245 of these paintings and until recently the GFWC Mount Dora Woman's Club owned 24. The Woman's Club donated their 24 artworks to the City on February 23, 2022.

Discussion:

Thanks to the generosity of the GFWC Mount Dora Woman's Club, the City now owns 24 original watercolor paintings of Florida wildflowers by Mount Dora artist Emma Sears Marsh. Club President Suzanne Gibson signed a Deed of Gift on February 23, 2022, with the artworks already secured at the Library. The staff plans to have all 24 images professionally scanned at a high resolution and then printed on either canvas or watercolor matte paper. Plans also include writing and printing a biography of Marsh as well as pertinent information about each wildflower, such as its host insects, human uses, time of blooming and prevalence today. The goal is to feature these canvases in the Library's lobby for a month every other year and to also offer them to other Florida museums and libraries as a traveling exhibit.

The watercolors are significant not only as beautiful and botanically accurate renditions of Florida wildflowers, but as careful studies of possibly now-extinct plants. The long-standing lore about the paintings is that they were sought by a university due to their careful study of wildflowers no longer present in Florida. The research and metadata-writing phase of preparation may reveal more details about this.

The Library Advisory Board reviewed this collection on Monday, March 14, 2022 and the Public Arts Commission reviewed this collection on Tuesday, March 22, 2022. The Library owns a number of artworks by local artists and this collection is a wonderful addition.

Budget Impact:

On February 23, 2022, the Mount Dora Library Association unanimously voted to sponsor the high resolution scanning of these artworks for approximately \$3,000 (GL #001-0000-360.10-01 LIB01 reimbursement and 001-1330-571.52-01 LIB01 expense). There are no other direct costs associated with these paintings.

Strategic Impact:

n/a

Recommendation Commendation to the GFWC Mount Dora Woman's Club for its generous donation to the City of Mount Dora, in hopes of making this art accessible to all.

Attachment(s):

1. ATTACHMENT #1 - Emma Sears Marsh Catalog 2022

Prepared by: Cathy Lunday, Library Manager

Reviewed by: Amy Jewell, Leisure Services Director
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 3/11/2022

Approved - 3/30/2022

Final Approval - 3/31/2022

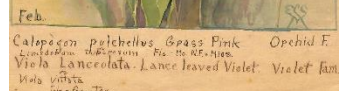
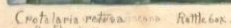
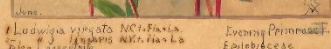
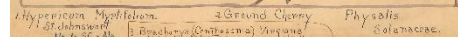
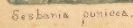
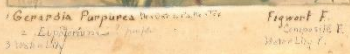
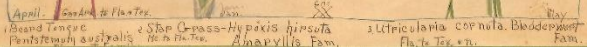
ATTACHMENT #1 - Emma Sears Marsh Catalog

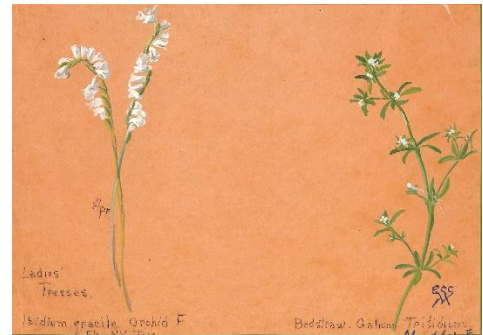
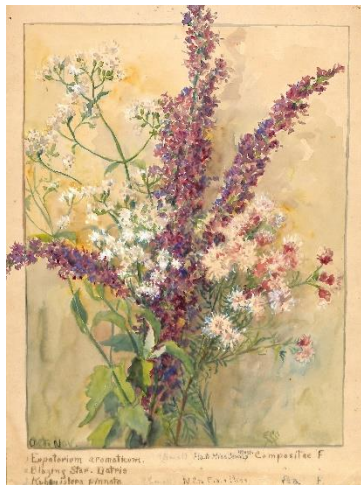
City of Mount Dora

Emma Sears Marsh Catalog

March 2022









CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Earth Day Proclamation 2022

Introduction:

This is a request for the Proclamation recognizing Earth Day 2022 to be read.

Discussion:

This is the City's 27th Annual Earth Day, Mount Dora. The theme for this Earth Day internationally is “Invest in the Earth.”

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation Presentation only

Attachment(s):

1. Attachment #1 Earth Day 2022 Proclamation

Prepared by: Jessica Burnham, City Clerk

Reviewed by: Jeanann Hand, Deputy City Clerk

Final Approval - 3/29/2022

ATTACHMENT #1



PROCLAMATION

WHEREAS, humankind is facing tremendous global challenges affecting every community, including degradation of ecosystems, mass extinction of species, and global/local climate changes; and

WHEREAS, the youth of the world and in our City represent a source of endless creativity and potential, and count among our most valuable resources, along with our environmental resources; and

WHEREAS, it is necessary for the citizens of the City of Mount Dora, and those all over our global community, to develop green jobs and to build an innovative and equitable green economy to combat the aforementioned global challenges; and

WHEREAS, expanding environmental education and climate literacy is vital to enhance awareness about the environment, inform decision-making, and protect future generations, and

WHEREAS, it is understood that sustainability will only be achieved by meeting the needs of the present without compromising the needs of future generations; and

WHEREAS, it is more important than ever to act locally and to cooperate internationally and defend the environmental progress that has been heretofore gained; and

WHEREAS, it is essential to expand and diversify the global environmental movement while promoting the same within the Mount Dora area, to achieve maximum progress; and

WHEREAS, Earth Day Mount Dora is an annual reminder of the constant need for environmental activism, stewardship commitments, and sustainability efforts.

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, have the distinct honor of proclaiming April 9, 2022 as Earth Day in Mount Dora, with this year's theme of "Invest in the Earth," throughout the City of Mount Dora and encourage all of its citizens, businesses and institutions to use EARTH DAY MOUNT DORA to celebrate the Earth and promote environmental and climate literacy.

Crissy Stile, Mayor



CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Mount Dora Friends of the Environment

Introduction:

This is a presentation by the Mount Dora Friends of the Environment.

Discussion:

Mount Dora Friends of the Environment, Inc., has partnered with our community and our City since they were founded 28 years ago. They are a Florida non-profit corporation and a Sub-Trustee of the Mount Dora Community Trust, and have three main projects that relate to creating awareness of, and promoting and protecting, our area's environmental assets. Mount Dora Friends of the Environment would like to provide the council with a presentation on their Tree Donation program and H2o Volunteer Program.

Budget Impact:

There is no budget impact.

Strategic Impact:

Effective Growth Management encompasses the encouragement of trees throughout the City. Friends of the Environment supports the planting of trees through their many established programs.

Recommendation Presentation only.

Attachment(s):

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Jeanann Hand, Deputy City Clerk

Final Approval - 3/29/2022



CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Advisory Board Appointments

Introduction:

Advisory Board Appointments

Discussion:

Pursuant to the City's Code of Ordinances, Advisory Board and Commission members serve two-year terms.

The Historic Preservation Board has one (1) Vacant Seat whose term will expire on December 31, 2023.

Member Name District

Vacant - District 4 - Vice-Mayor Crail

The Community Redevelopment Agency has one (1) Vacant Seat whose term will expire on December 31, 2022.

Member Name District

Vacant - At Large - Councilmember Bryant

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation Mayor and City Council to makes appointments and re-appointment to various boards and commissions

Attachment(s):

1. Attachment #1 -HPB Board Application - Benjamin
2. Attachment #2 -Hall

Prepared by: Jessica Burnham, City Clerk

Reviewed by:

ATTACHMENT #1

From: noreply@civicplus.com
To: [Johns, Gwen](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Board Application
Date: Friday, November 20, 2020 2:37:08 PM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Board Application

City Clerk
510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora
Please complete all of the date fields listed below.

First Name	Kathleen	Historic Preservation
Last Name	Benjamin	
Address1	7824 Crosswinds Way	
Address2	<i>Field not completed.</i>	
City	Mount Dora	
State	Florida	
Zip	32757	
Phone Number	954-483-9806	
Email Address	kaybee0930@gmail.com	

Provide a brief statement relating to your education, experience and reason for wishing to serve

I am interested in serving as a citizen advisor to the Historic Preservation Board. I hold a B.S. degree in Social Science and an M.S. degree in Adult and Occupational Education. I have served on many boards throughout my career as an educator and an administrator in both facilitator and advisor capacities. Most recently, I served on the Board of Directors for my neighborhood association prior to moving to Mount Dora.

I have a lifelong interest in history and the historical preservation of buildings, artifacts, neighborhoods, cultural items, and antiques. I was an antique dealer for several years and have been visiting Mount Dora to search for them for over twenty years.

I am willing to work hard to preserve this beautiful, historical city and will assist with projects and programs that will benefit its residents.

Resume or additional attachments (not required)

Field not completed.

Boards on which you wish to serve

I would like to serve on the Historic Preservation Board as a citizen advisor.

Upon Completion

This form will be submitted to the City Clerk's Office.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Wisniewski, Nicole](#); [Burnham, Jessica](#)
Subject: Online Form Submittal: Board Application
Date: Thursday, December 9, 2021 4:17:22 PM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

Board Application

City Clerk
510 North Baker Street
Mount Dora, FL 32757
(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora
Please complete all of the date fields listed below.

First Name	Franklin
Last Name	Hall
Address1	8002 Pine Hollow Drive
Address2	<i>Field not completed.</i>
City	MOUNT DORA
State	FL
Zip	32757
Phone Number	3522231821
Email Address	lordstoke2@aol.com
Provide a brief statement relating to your education, experience and reason for wishing to serve	As a fourth generation native of Mt.Dora,I am passionate of supporting the boards that will carry Mt.Dora forward.I hold a Bachelors of Arts from Rollins College,have served countless Non Profit Organizations including Lake Sumter Community College Foundation President),Gator Boosters,Inc.and The Florida Symphony Orchestra.As a manager of FedEx,I have been part of several marketing campaigns that benefited United Way,Hope and Health Center,and Gay Mens Health Crisis.An active member of St.Patricks Catholic Church,My husband Matthew and I are proud Dad's to furry children,Maddie-Sue,and George.My years of experience in the marketing realm,as well as being a multi generation resident,heightens my interest and desire to contribute to the continued success Mt.Dora has enjoyed.

Resume or additional
attachments (not
required)

Field not completed.

Boards on which you
wish to serve

Economic Development,Arts,Redevelopment.

Upon Completion

This form will be submitted to the City Clerk's Office.

Email not displaying correctly? [View it in your browser.](#)



CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Task Authorization with Halff for Utility Engineering for the Eudora Roundabout

Introduction:

The following is a request for City Council to approve the Task Authorization from Halff for the design of a utility relocation project.

Discussion:

Lake County is proposing a roundabout at the intersection of Eudora & Old Hwy 441. The City will need to relocate existing utility lines to prevent any conflicts with the proposed roundabout improvement. The project was a part of the 20-21 CIP Roads and Streets program as a future CIP. Currently, the project timeline has been accelerated with the City needing to have a completed design for the relocation of utilities before November of 2022. The City will provide the County with a design to go along as part of the County's construction bid. The process of submitting our plans to be implemented by the County's allows for a simpler process and excellerats the schedule for construction. Alternatively, the City would have to do the relocation project ahead of the County and incur the costs of restoring the intersection before the roundabout construction commences,causing the cost to rise over the combined construction.

The attached proposal is for continuing professional engineering services consultant, Halff, to produce a set of engineering plans for the upsizing and relocation of new City utility lines that will be impacted by the roundabout construction. The upsizing of the utilities will allow additional capacity for future development inside that corridor of the City. The engineering proposal will be funded with utility impact fees with the City working with the County on preparing a bid document for the construction portion of this project. The timeline for the construction to go out to bid will be on Lake County's timeline.

Budget Impact:

The following proposal will be funded with Impact Fees for the size improvements of existing utility lines with a budget transfer of \$55,000.00 into Water Admin Professional Services budget Account #421-1910-536.31-11.

Strategic Impact:

Maintian sustainable utility services.

Recommendation City Council approve the Task Authorization Formwith Halff for utility Enginerring for the Eudora Roundabout

Attachment(s):

1. Attachment #1 Halff Task Authroization Mount Dora Eudora Roundabout Utility Relocation.SGS

Prepared by: Ethan Hand

Reviewed by: Josef Grusauskas, Utilities & Plant Operations Director
Rita Meade, Deputy Finance Director
Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 3/15/2022

Approved - 3/15/2022

Approved - 3/21/2022

Approved - 3/30/2022

Approved - 3/30/2022

Final Approval - 3/31/2022

ATTACHMENT #1

CITY OF MOUNT DORA TASK AUTHORIZATION FORM

In accordance with the terms and conditions of the Agreement between Halff (Contractor) and the City of Mount Dora, approved under Resolution #2018-175, dated October 2018, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$55,790.00

Budget Account Number: 421-1910-536-31-11

City Project Manager: Ethan Hand

Contractor: Halff

Contractor Project Manager: Michael Scullion,
P.E., BCEE

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: Josef Grusauskas, Public Works & Utilities Director

Date: _____

Signature: _____

Reviewed By:

Print: _____

Date: _____

Signature: _____

CONTRACTOR ACCEPTANCE

Print Name: Michael Scullion, P.E., BCEE

Signature: 

Date: March 17, 2022

CITY APPROVAL

Print Name:

Signature:

Date:



Exhibit A

February 28, 2022

City of Mount Dora
Joe Grusauskas
Public Works Director
900 North Donnelly Street
Mount Dora, Florida 32757

RE: City of Mount Dora Roundabout at CR 19A and Eudora Road/Old 441 Utility Relocation

Background:

Lake County is planning on constructing a roundabout at the intersection of Eudora Road, Old 441, and CR 19A. The City of Mount Dora has existing water, wastewater, and reclaimed water utilities located within the Lake County right of way that are in conflict with the County's proposed roadway improvements requiring their relocation. The relocation of the City's utilities will be included in Lake County's roadway bid package tentatively anticipated to be issued in October 2022.

Scope of Work:

Halff will coordinate with the City of Mount Dora and Lake County to prepare specifications for the relocation of the City's utilities that are in conflict with the County's proposed roadway improvements.

Task 100: Review of Roadway Plans

Halff will review Lake County's roadway construction plans to identify conflicts between the City's existing utilities and proposed improvements, and to identify potential modifications to the County's plans that would reduce the impact to the City's utilities limiting the extent of the relocations. Halff will prepare a summary of the conflicts and proposed changes to the County's construction plans and will attend a meeting with City and County staff to discuss the proposed modifications.

FEE: \$6,500.00

Task 200: Utility Relocation Design

Halff will prepare detailed design drawings for the relocation of the City's water, wastewater, and reclaimed water utilities as required to avoid conflicts with Lake County's proposed infrastructure improvements. The utility relocations will be designed to meet all FDEP, City of Mount Dora, and Lake County utility design requirements. Lake County's construction plans will be utilized as the base files. City of Mount Dora shall provide Halff with electronic versions of the Lake County Roadway plans in electronic CAD format, for use in preparing utility relocation plans.

FEE: \$31,900.00



Task 300: Utility Permitting

Halff will prepare and submit the following permit applications:

- FDEP Water Main Permit Application
- FDEP Wastewater Permit Application
- Lake County Right-of-Way Utilization Permit

Halff will respond to requests for additional information from FDEP. Payment of the permit application fees will be the responsibility of the City of Mount Dora.

Halff will prepare Notifications of Completion of Construction and Request for Clearances to Place in Operation as required by the permitting agency.

FEE: \$3,130.00

Task 400: Construction Administration

Halff will provide construction administration services including; attending one pre-construction meeting, reviewing shop drawing submittals, responding to requests for additional information, conducting substantial and final completion walkthroughs, and four additional meetings/site visits. Additional meetings/site visits will be billed hourly based upon our attached rate schedule.

FEE: \$9,700.00

Task 500: Project Administration

The scope of services shall include administrative services necessary to coordinate all aspects of the project through the planning, design, and permitting phase. These services shall include project scheduling with regulatory agencies and public utility companies during the design and permitting phase of the project.

FEE: \$2,560.00

Task 999: Reimbursables

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: \$2,000.00

Exhibit B

- 1. No subcontractors are being used for this project.**

Exhibit C

- 1. The final construction plans will be complete before November 1st, 2022.**



Exhibit D

SUMMARY FEE SCHEDULE

TASK 100	\$6,500.00
TASK 200	\$31,900.00
TASK 300	\$3,130.00
TASK 400	\$9,700.00
TASK 500	\$2,560.00
TASK 999	\$2,000.00
TOTAL	\$55,790.00

NOTE: THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

1. Payment of permit application fees

City of Mount Dora Roundabout at CR19A and Eudora Road/Old 441 Utility Relocation Fee Breakdown								
Task		100	200	300	400	500	999	
Description		Review Roadway Plans	Utility Relocation Design	Utility Permitting	Construction Administration	Project Administration	Reimbursables	
Project Role	Hourly Rate	Hours	Hours	Hours	Hours	Hours		Total Fee
Professional Engineer (Principal)	\$175	4	24	2	4	8		\$7,350
Professional Engineer	\$145	40	80	16	24	8		\$24,360
Project Engineer	\$115	0	140	4	48			\$22,080
Reimbursables								\$2,000
Total Fee		\$6,500	\$31,900	\$3,130	\$9,700	\$2,560	\$2,000	\$55,790



CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of the Piggyback Contracts for On-call Building Inspection Services between the City of Mount Dora, C.A.P. Government, Inc., and American Building Safe Associates, Inc.

Introduction:

This is a request to approve Piggyback Contracts for On-call Building Inspection Services between the City of Mount Dora, C.A.P. Government, Inc., and American Building Safe Associates, Inc.

Discussion:

The City of Mount Dora Building Division of the Planning and Development Department (123 Fund) is tasked with enforcing the provisions of the Florida Building Code, the Florida Fire Prevention Code and portions of the City of Mount Dora Code of Ordinances as well as permitting, plan review, inspections and certifying occupancy, related to new construction and additions and/or alterations to existing structures within the City limits. The Building Division has determined that it is necessary to have on-call providers to handle building inspections, plan review and building official duties on an as-needed basis to provide building services to the public in a timely manner. Currently there are a number of large scale construction projects underway in the City of Mount Dora, including Lakeside at Waterman Village, Timeberwalk, Wekiva Ridge, Eudora Reserves Apartments, Summerbrooke Phase 4, Cottages on 11th, Donnelly Woods PUD, Villages of Loch Leven PUD, along with ongoing construction phases in the Lakes of Mount Dora and other upcoming commercial construction. There have been recent development inquires along US Highway 441, SR 46, and the Wolf Branch Innovation District. These on-call inspections and other building permit services are intended to assist current staffing (cover vacations, sick leave, staff shortages, etc). Also, at times when there is an uptick in permitting activities, these building consultant services could be available.

Lake County competitively solicited and negotiated agreements with C.A.P. Government, Inc., and American Building Safe Associates, Inc., for on-call building inspection services. The City of Mount Dora desires to enter into contracts with C.A.P. Government, Inc., and American

Building Safe Associates, Inc. under the same terms and applicable conditions as that agreement executed by Lake County. Florida Statutes, Chapter 287, authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by the Lake County and agreements resulting therefrom.

Budget Impact:

The FY 2021-2022 Building Department Budget currently has a balance of \$230,880 in Professional Services G.L. 123-5240-531.00-00 to cover services rendered under this contract.

Strategic Impact:

Goal 1. Economic Development and Goal 3. Human Resources.

Recommendation City Council approve the on-call contracts with C.A.P. Government, Inc., and American Building Safe Associates, Inc.

Attachment(s):

1. Piggyback Agreement.CAP Government.SGS (2) (002)
2. Exhibit A. Cooperative Contract.CAP Executed Contract 21-0937B
3. CONTRACT SIGNED BY ABSA, INC. SGS

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: Vince Sandersfeld, Planning and Development Director
John McKinney, Finance Director
Sherry Sutphen , City Attorney
Nicole Wisniewski, Deputy City Clerk
Jessica Burnham, City Clerk
Patrick Comiskey, City Manager

Approved - 1/28/2022

Approved - 1/31/2022

Approved - 3/9/2022

Approved - 3/30/2022

Approved - 3/30/2022

Final Approval - 3/31/2022

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and C.A.P. GOVERNMENT, INC., a Florida for profit corporation, 343 Almeria Avenue, Coral Gables, Florida 33134, hereinafter referred to as the “CONTRACTOR”.

W I T N E S S E T H:

WHEREAS, pursuant to the CITY’s Purchasing Policy Manual piggyback purchases are authorized when determined to be in the best interest of the CITY; and

WHEREAS, the CITY has determined that it is in its best interest to utilize the Contract for Building Plan Review and Inspection Services between Lake County, Florida and the CONTRACTOR, dated December 21, 2021, attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract” which was competitively solicited for and negotiated by Lake County, Florida through RFP# 21-0937B; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall be for an initial period beginning on the date of execution by the CITY and ending on December 21, 2022; however, may be extended for two additional, two (2) year periods pursuant to Section 4, Term of the Cooperative Contract.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Exhibit “A”** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

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

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

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803

CONTRACTOR: C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, Florida 33134

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of any CITY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors

it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: JESSICA BURNHAM

510 NORTH BAKER STREET

MOUNT DORA, FL 32757

(352) 735-7126

BURNHAMJ@CITYOFMOUNTDORA.COM

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY for the scope of this Agreement.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request, in a format that is compatible with the information technology systems of the CITY.

SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

Signatures on Following Page

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

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen
City Attorney

CONTRACTOR



Print: Carlos A. Penin, PE

Title: President

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Carlos A. Penin, PE, as President, of C.A.P. Government, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 21st day of March, 2022.

(stamp)

NOTARY PUBLIC

Exhibit “A”
Cooperative Contract between
Lake County, Florida and
C.A.P. Government, Inc.

**CONTRACT FOR
BUILDING PLAN REVIEW AND INSPECTION SERVICES
RFP# 21-0937B**

This is a contract between Lake County, Florida, a political subdivision of the State of Florida, referred to in this contract as COUNTY, and C.A.P. Government, Inc., a Florida for profit corporation, its successors and assigns, referred to in this contract as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #21-0937B seeking firms or individuals qualified to provide building plan review and inspections services for COUNTY; and

WHEREAS, CONSULTANT wants to perform such services subject to the terms of this contract; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

THEREFORE, the parties agree as follows:

1. The foregoing recitals are incorporated herein.
2. The purpose of this contract is for CONSULTANT to perform building, electrical, mechanical, plumbing, and fire safety inspections and plan review services as required by Chapter 533, Florida Statutes, hereinafter referred to as the "Service."
3. Scope of Professional Services. On the terms and conditions set forth in this contract, the COUNTY hereby engages the CONSULTANT to provide plans examiner and inspection services on an as needed and ongoing basis in accordance with the Scope of Services, attached and incorporated by reference as **Exhibit A** ("Service"). It is understood that the Scope of Services may be modified by change order, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.
4. Term. This contract will be for an initial one (1) year term with the option for two (2) subsequent (2) year renewals. Renewals are contingent upon mutual written agreement. The contract will commence upon the first day of the next calendar month after Board approval. This contract remains in effect until completion of the expressed and implied warranty periods.
5. Licenses and Permits. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONSULTANT will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this contract. CONSULTANT will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.
6. E-Verify. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONSULTANT during the term of this contract. The CONSULTANT shall include in all contracts with subcontractors and subconsultants performing work pursuant to any contract arising from this contract an express requirement that the subcontractors utilize the U.S. Department of

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of this contract.

7. Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the Services furnished under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the Services provided in this contract. All work must be performed in accordance with good commercial practice.

8. Payment. The COUNTY shall pay and the CONSULTANT shall accept as full and complete payment for the timely and complete performance of its obligations under this contract as provided in the Pricing Sheet contained within **Exhibit B**, and not to exceed seventy five thousand fifty five dollars and zero cents (\$75,255.00) per year.

Any hourly rate quoted will be deemed to provide full compensation to the CONSULTANT for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

The CONSULTANT shall submit progress invoices to the Lake County Office of Building Services no more than thirty (30) days after performance of Service. All invoices must contain the solicitation number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided.

Service \$25,000 and Under: The COUNTY shall provide a lump sum payment when any Service task is completed by the CONSULTANT and approved by the COUNTY. The CONSULTANT shall submit a fully documented invoice that provides the basic information set forth in the invoice before the COUNTY provides payment. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments will be at the sole discretion of the COUNTY.

Service Greater than \$25,000: The CONSULTANT may receive periodic payments on a thirty (30) day interval for Service tasks completed during that period by the CONSULTANT and approved by the COUNTY. Retention of funds will be held in accordance with Florida Prompt Payment Act. The CONSULTANT shall submit a fully documented invoice that provides the basic information set forth below before the COUNTY provides payment.

The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate County using department. The COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

9. Funding. In the event any part of this contract or the Service, is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONSULTANT by the COUNTY upon request.

10. County Responsibilities. The COUNTY shall pay in accordance with the provisions set forth in this contract. The COUNTY retains the right to inspect all work to verify compliance with this contract.

Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

11. Contract Documents.

A. Definitions: For purposes of this contract, the term "contract documents" includes all bid documents, drawings, the Scope of Services, attachments to this contract, and provisions within this contract, along with any change orders or amendments to this contract. It is the intent of the contract documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Contract Documents: The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONSULTANT will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONSULTANT will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services. CONSULTANT will give the work the attention necessary to assure the scheduled progress and will cooperate with the COUNTY and with other CONSULTANTS on the job site. All work will be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

12. Consultant Personnel. In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the vendor must be able to promptly provide a qualified replacement. In the event the vendor wishes to substitute personnel, the vendor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written COUNTY approval. In the event the requested substitute person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel the contract for cause.

13. Changes in the Scope of Services.

A. The COUNTY may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this contract. If additional work or other changes are required, an offer will be requested from the CONSULTANT. Upon

negotiation of the offer, execution and receipt of the Change Order, the CONSULTANT shall commence performance of the work as specified.

B. The CONSULTANT shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the CONSULTANT performs additional work beyond the specific requirements of this contract without an executed Change Order, it shall be at the CONSULTANT'S own risk. The COUNTY assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

14. Claims and Disputes.

A. Claims by CONSULTANT will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

B. CONSULTANT will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONSULTANT will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONSULTANT will be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. CONSULTANT will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONSULTANT expressly acknowledges and agrees that CONSULTANT will receive no damages for delay. This provision will not preclude recovery or damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT will

be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

15. Waiver of Claims. CONSULTANT'S acceptance of final payment will constitute a full waiver of any and all claims by the CONSULTANT against the COUNTY arising out of the contract or otherwise related to the Service, except those previously made in writing and identified by CONSULTANT as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONSULTANT or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

16. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONSULTANT be discovered after the final payment has been made, to claim and recover from CONSULTANT by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

17. Termination. This contract may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service, or task hereunder is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience. In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be canceled, and CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this contract.

18. Assignment of Contract. This contract will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONSULTANT of liability and obligations under this contract and all transactions with the COUNTY must be through CONSULTANT. Additionally, unless otherwise stipulated herein, CONSULTANT will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this contract for default.

19. Insurance.

A. CONSULTANT will purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of the contract. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000
- v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of 30 days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

I. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

20. Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees to indemnify, and hold the COUNTY and its agents, officers, commissioners, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees, subconsultants, or representatives, in the performance of the CONSULTANT's duties as set forth in this contract.

21. Risk of Loss. CONSULTANT assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONSULTANT, and until delivery to and acceptance of that property to the COUNTY. CONSULTANT will immediately repair, replace, or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONSULTANT or a third party.

23. Independent CONSULTANT. The CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. Additionally, the CONSULTANT, its employees, contractors, and

subconsultants at no time will be considered as an officer, employee or agent of the State of Florida, DEO, or FDOT. The CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

24. Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this contract, CONSULTANT will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONSULTANT by the COUNTY pursuant to this contract.

25. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

26. Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person will have any such interest at any time during the term of this contract unless approved by the COUNTY.

27. Retaining Other Consultants. Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this contract. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a COUNTY representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor or to acquire the items through a separate solicitation.

28. Accuracy. During this contract, CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. CONSULTANT will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in resulting from the services provided herein.

29. Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit, by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The CONSULTANT shall maintain and retain all books, records, and documents pertaining to this contract in accordance with generally accepted accounting procedures and practices and upon request make them available to the COUNTY for five (5) complete calendar years following expiration of the contract or all requirements of the DEO Agreement are satisfied, whichever is longer. The CONSULTANT agrees to

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONSULTANT.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONSULTANT in performance of any work under this contract.

CONSULTANT understands and agrees to comply with Section 20.055(5), Florida Statutes.

30. Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

31. Public Records

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

- iii. Ensure that 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 contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

- 32. This contract is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie in Lake County, Florida.
- 33. Neither party may assign any rights or obligations under this contract to any other party unless specific written permission from the other party is obtained.
- 34. This contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.
- 35. This contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.
- 36. The failure of any party hereto at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this contract.
- 37. During the term of this contract the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

for employment. The CONSULTANT understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

38. The CONSULTANT will at all times comply with all Federal, State and local laws, rules and regulations.

39. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

40. With the consent of the CONSULTANT, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this contract is specific to a County department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

41. The CONSULTANT will act as the prime CONSULTANT for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

42. The invalidity or unenforceability of any particular provision of this contract will not affect the other provisions hereof, and this contract will be construed as if such invalid or unenforceable provisions were omitted.

43. This contract is intended by the parties hereto to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or contracts to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

44. Wherever provision is made in this contract for the giving, service or delivery of any notice, statement or other instrument, such notice will be in writing and will be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

C.A.P. Government, Inc.
Carlos A. Penin, President
343 Almeria Avenue
Coral Gables, FL 33134

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

45. Scope of Contract. This contract is intended by the parties to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

This contract contains the following attachments, all of which are incorporated in this contract:

Exhibit A	Scope of Services
Exhibit B	Pricing Sheet

[SIGNATURE PAGE FOLLOWS.]

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

IN WITNESS WHEREOF, the parties have signed this contract through their authorized representative on the dates under each signature:

C.A.P. GOVERNMENT, INC.

By: Carlos A. Penin

Carlos A. Penin, President

This 15th day of November, 2021.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Sam M. Parks, Chairman

This 21st day of December, 2021

ATTEST:

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



Approved as to form and legality:

Melanie Marsh
Melanie Marsh, County Attorney

**Exhibit A
Scope of Services**

EXHIBIT A – SCOPE OF SERVICES

21-0937

Building Plan Review and Inspection Services (Not Engineering)

1. SCOPE OF SERVICES

This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended on any contracts resulting from this solicitation. Quantities are estimates only and not a guaranteed quantity to be expended under any resulting contract.

1.1. Background

The Lake County Office of Building Services is requesting proposals from qualified and experienced vendors to perform building, electrical, mechanical, plumbing, and fire safety inspections and plan review services as required by Chapter 553, Florida Statutes. The individuals performing the duties must be licensed or certified as required by Part XII, Chapter 468 Florida Statutes and Chapter 633, Florida Statutes.

1.2. Project Scope

Lake County desires to contract for Plans Examiner and Inspection services on an as needed and ongoing basis to perform commercial, residential and accessory structure plan reviews and residential and commercial building inspections (building, roofing, plumbing, gas, electric, mechanical HVAC, fire safety) for structures in which permits have been applied for or issued by the County. These services shall be utilized by developers, builders and citizens desiring or needing plan review and inspections. The County reserves the right to award to more than one vendor. The vendors will act as an as-needed independent contractor and not as an employee of the County.

1.3. Qualifications of Personnel

a. Plans Examiners

Each plans examiner must maintain a current, active Building, Electrical, Mechanical and Plumbing Plans Examiner License from the State of Florida, Department of Business and Profession Regulation, or be an Architect or Engineer that is registered with the State of Florida. The estimated annual need for these services is two hundred fifty (250) hours.

b. Inspectors

Each inspector must maintain a current, active license from the State of Florida, Department of Business and Professional Regulation in one or more of the following categories:

- 1 & 2 Family Dwelling Inspector License;
- Building Inspector License;
- Building plus One Trade (Electrical, Mechanical, or Plumbing) Inspector License;
- Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector License.

Or the inspectors may be an Architect or Engineer registered with the State of Florida.

The County will state in its request for service which type of inspector is required. Should the requested type of inspector not be available, and the vendor provides a higher licensed inspector, the County will be invoiced at the lower inspector rate. The estimated annual need for these services is one thousand (1,000) hours.

c. Fire Safety Plans Examiner and Inspector

Page 1 of 3

EXHIBIT A – SCOPE OF SERVICES

21-0937

Building Plan Review and Inspection Services (Not Engineering)

Each plans examiner and inspector must maintain current, active Fire Safety licenses certified by the Division of State Fire Marshal as required by Chapter 633, Florida Statutes.

The estimated annual need for these services is one hundred twenty-five (125) hours for fire safety plans examiner and one hundred twenty-five (125) hours for fire inspector.

1.4. Responsibilities of Vendor

- a. Review and process construction plans for issuance of building permits on an as-needed basis. Inspection and plans review services must include, but not be limited to building, roofing, mechanical (HVAC), plumbing, structural, electrical, fire safety, as well as providing all administrative documentation as required by the County.
- b. Inspect permitted construction within the County for compliance with the current Florida Building Code, National Electric Code, Florida Fire Prevention Code, County codes and ordinances and permitted plans and specifications.
- c. Prepare and deliver to Lake County written reports of inspections and investigations of complaints and other reports as may be reasonably requested by the County. High quality electronic copies are acceptable; file type must be compatible with Lake County. County inspection forms and processes must be used as well as entering information into the software used by the Building Services Division.
- d. Contact contractors, architects, engineers and citizens about construction projects, code questions and other concerns.
- e. Perform other duties related to or incidental to inspectors and plans reviewers' primary duties as described and that the County may from time to time assign. The duties and responsibilities may change from time to time. These duties may include, but not be limited to, Housing Standard Inspections.
- f. As workload expands it is expected that the workforce will be increased so that scheduled daily inspections are completed that day. As workload varies, it is expected that the vendor's workforce is adjusted in a like manner so that scheduled daily inspections are completed each day.
- g. Perform these duties during normal business hours of 7:30 AM to 5:30 PM, Monday through Friday, or as may be altered with mutual agreement.
- h. In the event of a hurricane/emergency, the vendor will provide emergency twenty-four (24) hour Building Code services to survey damage to structures.
- i. A representative of the vendor must attend one (1) monthly meeting to maintain consistency; attendance will be at no additional cost to the County.

1.5. Operational Procedures

The County will contact the vendor by email specifying the number of inspectors, plans examiners and the approximate hours or days that will be needed.

The vendor will be required to provide the requested inspection and plans review services within twenty-four (24) hours of receiving the email from the County requesting such services.

1.6. County Assistance to be Provided and Report Preparation

Page 2 of 3

EXHIBIT A – SCOPE OF SERVICES

21-0937

Building Plan Review and Inspection Services (Not Engineering)

- a. The County will provide office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier, fax machine, scanners, computers and county software during the term of contract. The individual or vendor will be responsible for its long-distance phone charges other than those related to County business, office supplies and other equipment necessary for the performance of its responsibilities.
- b. The County will provide permitting staff for the processing of applications and issuance of permits. County staff will collect all fees and maintain records associated with application, reviews, and inspections of permitted structures or activities.
- c. The County provides the zoning staff to perform plot plan review and issuance of zoning clearances.
- d. The County will retain all records and documents. The vendor is permitted to make and maintain duplicate copies of the files, record, and documents at their own expense; however, in no way will the confidentiality as permitted by applicable law be breached.
- e. Training and cost of training is the responsibility of the Vendor.

1.7. Special Conditions of Proposed Contract

a. Permits, Taxes, Licenses, Insurance

The vendor must, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to the contract.

b. Laws and Ordinances

The vendor must observe and comply with all Federal, State and Local laws, ordinances, rules, regulations and professional standards that would apply to the contract.

c. Selling, Transferring or Assigning of Contract

No contract awarded under these terms, conditions and specifications will be sold, transferred, or assigned without the written approval of the County.

d. Addition or Deletion of Services

The County may require additional services that may not be specifically listed in the RFP. The vendor agrees to provide such services and must provide the County with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this RFP. If the prices or contractual terms offered are not acceptable to the County and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items from other vendors.

e. Continuity of Inspections

For each discipline (building, plumbing, electrical, fire safety, or mechanical HVAC), there will be no more than two (2) individual inspectors providing inspections for each project.

[The remainder of this page intentionally left blank]

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

**Exhibit B
Pricing Sheet**

ATTACHMENT 2 - REVISED PRICING SHEET

21-0937

Building Plan Review Inspection Services

ITEM #	ITEM DESCRIPTION	HOURLY RATE	DAILY RATE
1	Plans Reviewer	\$100.00	\$800.00
2	Plans Review by A/E	\$105.00	\$840.00
3	1&2 Family Dwelling Inspector	\$90.00	\$720.00
4	Building Inspector	\$85.00	\$680.00
5	Building Plus One Trade Inspector	\$85.00	\$680.00
6	Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector	\$90.00	\$720.00
7	Inspections by A/E	\$95.00	\$760.00
8	Fire Plans Reviewer Services	\$95.00	\$760.00
9	Fire Inspector	\$90.00	\$720.00

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY", and AMERICAN BUILDING SAFETY ASSOCIATES, INC., a Florida for profit corporation, 14049 Vesta Dela Lago Boulevard, Clermont, Florida 34711, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, pursuant to the CITY's Purchasing Manual piggyback purchases are authorized when determined to be in the best interest of the CITY; and

WHEREAS, the CITY has determined that it is in its best interest to utilize the Contract for Building Plan Review and Inspection Services between Lake County, Florida and the CONTRACTOR, dated December 21, 2021, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract" which was competitively solicited for and negotiated by Lake County, Florida through RFP# 21-0937A; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall be for an initial period beginning on the date of execution by the CITY and ending on December 21, 2022; however, may be extended for two additional, two (2) year periods pursuant to Section 4, Term of the Cooperative Contract.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Exhibit "A"** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

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

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

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803

CONTRACTOR: American Building Safety Associates, Inc.
14049 Vesta Dela Lago Boulevard
Clermont, Florida 34711

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of any CITY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors

it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: JESSICA BURNHAM

510 NORTH BAKER STREET

MOUNT DORA, FL 32757

(352) 735-7126

BURNHAMJ@CITYOFMOUNTDORA.COM

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY for the scope of this Agreement.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request, in a format that is compatible with the information technology systems of the CITY.

SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

Signatures on Following Page

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

CITY OF MOUNT DORA

CRISSY STILE

MAYOR of the City of Mount Dora, Florida

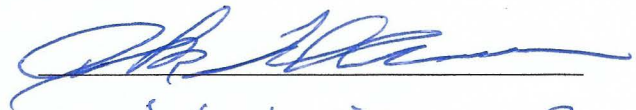
ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen
City Attorney

CONTRACTOR



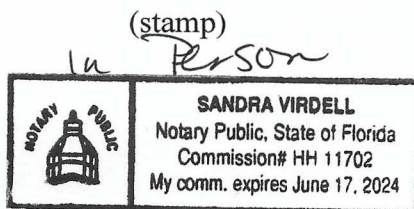
Print: John L O'Connor

Title: PRESIDENT

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of John L O'Connor, as President, of American Building Safety Assoc, Inc, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced FL DLIC as identification, and who did/did not take an oath this 29th day of March, 2022.




NOTARY PUBLIC

Exhibit "A"
Cooperative Contract between
Lake County, Florida and
American Building Safety Associates, Inc.

**CONTRACT FOR
BUILDING PLAN REVIEW AND INSPECTION SERVICES
RFP# 21-0937A**

This is a contract between Lake County, Florida, a political subdivision of the State of Florida, referred to in this contract as COUNTY, and American Building Safe Associates, Inc., a Florida for profit corporation, its successors and assigns, referred to in this contract as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #21-0937A seeking firms or individuals qualified to provide building plan review and inspections services for COUNTY; and

WHEREAS, CONSULTANT wants to perform such services subject to the terms of this contract; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

THEREFORE, the parties agree as follows:

1. The foregoing recitals are incorporated herein.
2. The purpose of this contract is for CONSULTANT to perform building, electrical, mechanical, plumbing, and fire safety inspections and plan review services as required by Chapter 533, Florida Statutes, hereinafter referred to as the "Service."
3. Scope of Professional Services. On the terms and conditions set forth in this contract, the COUNTY hereby engages the CONSULTANT to provide plans examiner and inspection services on an as needed and ongoing basis in accordance with the Scope of Services, attached and incorporated by reference as **Exhibit A** ("Service"). It is understood that the Scope of Services may be modified by change order, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.
4. Term. This contract will be for an initial one (1) year term with the option for two (2) subsequent (2) year renewals. Renewals are contingent upon mutual written agreement. The contract will commence upon the first day of the next calendar month after Board approval. This contract remains in effect until completion of the expressed and implied warranty periods.
5. Licenses and Permits. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONSULTANT will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this contract. CONSULTANT will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.
6. E-Verify. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONSULTANT during the term of this contract. The CONSULTANT shall include in all contracts with subcontractors and subconsultants performing work pursuant to any contract arising from this contract an express requirement that the subcontractors utilize the U.S. Department of

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Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of this contract.

7. Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the Services furnished under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the Services provided in this contract. All work must be performed in accordance with good commercial practice.

8. Payment. The COUNTY shall pay and the CONSULTANT shall accept as full and complete payment for the timely and complete performance of its obligations under this contract as provided in the Pricing Sheet contained within **Exhibit B**, and not to exceed seventy five thousand fifty five dollars and zero cents (\$75,255.00) per year.

Any hourly rate quoted will be deemed to provide full compensation to the CONSULTANT for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

The CONSULTANT shall submit progress invoices to the Lake County Office of Building Services no more than thirty (30) days after performance of Service. All invoices must contain the solicitation number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided.

Service \$25,000 and Under: The COUNTY shall provide a lump sum payment when any Service task is completed by the CONSULTANT and approved by the COUNTY. The CONSULTANT shall submit a fully documented invoice that provides the basic information set forth in the invoice before the COUNTY provides payment. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments will be at the sole discretion of the COUNTY.

Service Greater than \$25,000: The CONSULTANT may receive periodic payments on a thirty (30) day interval for Service tasks completed during that period by the CONSULTANT and approved by the COUNTY. Retention of funds will be held in accordance with Florida Prompt Payment Act. The CONSULTANT shall submit a fully documented invoice that provides the basic information set forth below before the COUNTY provides payment.

The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate County using department. The COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

9. Funding. In the event any part of this contract or the Service, is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONSULTANT by the COUNTY upon request.

10. County Responsibilities. The COUNTY shall pay in accordance with the provisions set forth in this contract. The COUNTY retains the right to inspect all work to verify compliance with this contract. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

11. Contract Documents.

A. Definitions: For purposes of this contract, the term "contract documents" includes all bid documents, drawings, the Scope of Services, attachments to this contract, and provisions within this contract, along with any change orders or amendments to this contract. It is the intent of the contract documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Contract Documents: The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONSULTANT will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONSULTANT will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services. CONSULTANT will give the work the attention necessary to assure the scheduled progress and will cooperate with the COUNTY and with other CONSULTANTS on the job site. All work will be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

12. Consultant Personnel. In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the vendor must be able to promptly provide a qualified replacement. In the event the vendor wishes to substitute personnel, the vendor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written COUNTY approval. In the event the requested substitute person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel the contract for cause.

13. Changes in the Scope of Services.

A. The COUNTY may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this contract. If additional work or other changes are required, an offer will be requested from the CONSULTANT. Upon negotiation of the offer, execution and receipt of the Change Order, the CONSULTANT shall commence performance of the work as specified.

B. The CONSULTANT shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the CONSULTANT performs additional work beyond the specific requirements of this contract without an executed Change Order, it shall be at the CONSULTANT'S own risk. The COUNTY assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

14. Claims and Disputes.

A. Claims by CONSULTANT will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

B. CONSULTANT will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONSULTANT will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONSULTANT will be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. CONSULTANT will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional

compensation from the COUNTY. CONSULTANT expressly acknowledges and agrees that CONSULTANT will receive no damages for delay. This provision will not preclude recovery or damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

15. Waiver of Claims. CONSULTANT'S acceptance of final payment will constitute a full waiver of any and all claims by the CONSULTANT against the COUNTY arising out of the contract or otherwise related to the Service, except those previously made in writing and identified by CONSULTANT as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONSULTANT or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

16. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONSULTANT be discovered after the final payment has been made, to claim and recover from CONSULTANT by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

17. Termination. This contract may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service, or task hereunder is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience. In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be canceled, and CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this contract.

18. Assignment of Contract. This contract will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONSULTANT of liability and obligations under this contract and all transactions with the COUNTY must be through CONSULTANT. Additionally, unless otherwise stipulated herein, CONSULTANT will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this contract for default.

19. Insurance.

A. CONSULTANT will purchase and maintain at all times during the term of this contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of the contract. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000
- v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

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C. CONSULTANT must provide a minimum of 30 days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

I. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

20. Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees to indemnify, and hold the COUNTY and its agents, officers, commissioners, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees, subconsultants, or representatives, in the performance of the CONSULTANT's duties as set forth in this contract.

21. Risk of Loss. CONSULTANT assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONSULTANT, and until delivery to and acceptance of that

property to the COUNTY. CONSULTANT will immediately repair, replace, or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONSULTANT or a third party.

23. Independent CONSULTANT. The CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. Additionally, the CONSULTANT, its employees, contractors, and subconsultants at no time will be considered as an officer, employee or agent of the State of Florida, DEO, or FDOT. The CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

24. Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this contract, CONSULTANT will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONSULTANT by the COUNTY pursuant to this contract.

25. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

26. Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person will have any such interest at any time during the term of this contract unless approved by the COUNTY.

27. Retaining Other Consultants. Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this contract. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a COUNTY representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor or to acquire the items through a separate solicitation.

28. Accuracy. During this contract, CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. CONSULTANT will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in resulting from the services provided herein.

29. **Right to Audit.** The COUNTY reserves the right to require the CONSULTANT to submit to an audit, by any auditor of the COUNTY's choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The CONSULTANT shall maintain and retain all books, records, and documents pertaining to this contract in accordance with generally accepted accounting procedures and practices and upon request make them available to the COUNTY for five (5) complete calendar years following expiration of the contract or all requirements of the DEO Agreement are satisfied, whichever is longer. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONSULTANT.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONSULTANT in performance of any work under this contract.

CONSULTANT understands and agrees to comply with Section 20.055(5), Florida Statutes.

30. **Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

31. **Public Records**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- iii. Ensure that 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 contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

32. This contract is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie in Lake County, Florida.

33. Neither party may assign any rights or obligations under this contract to any other party unless specific written permission from the other party is obtained.

34. This contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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35. This contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

36. The failure of any party hereto at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this contract.

37. During the term of this contract the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

38. The CONSULTANT will at all times comply with all Federal, State and local laws, rules and regulations.

39. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

40. With the consent of the CONSULTANT, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this contract is specific to a County department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

41. The CONSULTANT will act as the prime CONSULTANT for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

42. The invalidity or unenforceability of any particular provision of this contract will not affect the other provisions hereof, and this contract will be construed as if such invalid or unenforceable provisions were omitted.

43. This contract is intended by the parties hereto to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or contracts to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

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44. Wherever provision is made in this contract for the giving, service or delivery of any notice, statement or other instrument, such notice will be in writing and will be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

American Building Safety Associates, Inc.
John O'Conner, President
14049 Vesta Dela Lago Blvd
Clermont, FL 34711

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

45. Scope of Contract. This contract is intended by the parties to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

This contract contains the following attachments, all of which are incorporated in this contract:

Exhibit A	Scope of Services
Exhibit B	Pricing Sheet

[SIGNATURE PAGE FOLLOWS.]

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937A

IN WITNESS WHEREOF, the parties have signed this contract through their authorized representative on the dates under each signature:



AMERICAN BUILDING SAFETY ASSOCIATES,
INC.

By: John L O'Connor
John L. O'Conner President

This 16th day of November, 2021.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

[Signature], Chairman

This 21st day of December, 2021

ATTEST:

[Signature]
Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida



Approved as to form and legality:

[Signature]
Melanie Marsh, County Attorney

**Exhibit A
Scope of Services**

EXHIBIT A – SCOPE OF SERVICES

21-0937

Building Plan Review and Inspection Services (Not Engineering)

1. SCOPE OF SERVICES

This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended on any contracts resulting from this solicitation. Quantities are estimates only and not a guaranteed quantity to be expended under any resulting contract.

1.1. Background

The Lake County Office of Building Services is requesting proposals from qualified and experienced vendors to perform building, electrical, mechanical, plumbing, and fire safety inspections and plan review services as required by Chapter 553, Florida Statutes. The individuals performing the duties must be licensed or certified as required by Part XII, Chapter 468 Florida Statutes and Chapter 633, Florida Statutes.

1.2. Project Scope

Lake County desires to contract for Plans Examiner and Inspection services on an as needed and ongoing basis to perform commercial, residential and accessory structure plan reviews and residential and commercial building inspections (building, roofing, plumbing, gas, electric, mechanical HVAC, fire safety) for structures in which permits have been applied for or issued by the County. These services shall be utilized by developers, builders and citizens desiring or needing plan review and inspections. The County reserves the right to award to more than one vendor. The vendors will act as an as-needed independent contractor and not as an employee of the County.

1.3. Qualifications of Personnel

a. Plans Examiners

Each plans examiner must maintain a current, active Building, Electrical, Mechanical and Plumbing Plans Examiner License from the State of Florida, Department of Business and Profession Regulation, or be an Architect or Engineer that is registered with the State of Florida. The estimated annual need for these services is two hundred fifty (250) hours.

b. Inspectors

Each inspector must maintain a current, active license from the State of Florida, Department of Business and Professional Regulation in one or more of the following categories:

- 1 & 2 Family Dwelling Inspector License;
- Building Inspector License;
- Building plus One Trade (Electrical, Mechanical, or Plumbing) Inspector License;
- Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector License.

Or the inspectors may be an Architect or Engineer registered with the State of Florida.

The County will state in its request for service which type of inspector is required. Should the requested type of inspector not be available, and the vendor provides a higher licensed inspector, the County will be invoiced at the lower inspector rate. The estimated annual need for these services is one thousand (1,000) hours.

c. Fire Safety Plans Examiner and Inspector

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EXHIBIT A – SCOPE OF SERVICES

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Building Plan Review and Inspection Services (Not Engineering)

Each plans examiner and inspector must maintain current, active Fire Safety licenses certified by the Division of State Fire Marshal as required by Chapter 633, Florida Statutes.

The estimated annual need for these services is one hundred twenty-five (125) hours for fire safety plans examiner and one hundred twenty-five (125) hours for fire inspector.

1.4. Responsibilities of Vendor

- a. Review and process construction plans for issuance of building permits on an as-needed basis. Inspection and plans review services must include, but not be limited to building, roofing, mechanical (HVAC), plumbing, structural, electrical, fire safety, as well as providing all administrative documentation as required by the County.
- b. Inspect permitted construction within the County for compliance with the current Florida Building Code, National Electric Code, Florida Fire Prevention Code, County codes and ordinances and permitted plans and specifications.
- c. Prepare and deliver to Lake County written reports of inspections and investigations of complaints and other reports as may be reasonably requested by the County. High quality electronic copies are acceptable; file type must be compatible with Lake County. County inspection forms and processes must be used as well as entering information into the software used by the Building Services Division.
- d. Contact contractors, architects, engineers and citizens about construction projects, code questions and other concerns.
- e. Perform other duties related to or incidental to inspectors and plans reviewers' primary duties as described and that the County may from time to time assign. The duties and responsibilities may change from time to time. These duties may include, but not be limited to, Housing Standard Inspections.
- f. As workload expands it is expected that the workforce will be increased so that scheduled daily inspections are completed that day. As workload varies, it is expected that the vendor's workforce is adjusted in a like manner so that scheduled daily inspections are completed each day.
- g. Perform these duties during normal business hours of 7:30 AM to 5:30 PM, Monday through Friday, or as may be altered with mutual agreement.
- h. In the event of a hurricane/emergency, the vendor will provide emergency twenty-four (24) hour Building Code services to survey damage to structures.
- i. A representative of the vendor must attend one (1) monthly meeting to maintain consistency; attendance will be at no additional cost to the County.

1.5. Operational Procedures

The County will contact the vendor by email specifying the number of inspectors, plans examiners and the approximate hours or days that will be needed.

The vendor will be required to provide the requested inspection and plans review services within twenty-four (24) hours of receiving the email from the County requesting such services.

1.6. County Assistance to be Provided and Report Preparation

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EXHIBIT A – SCOPE OF SERVICES

21-0937

Building Plan Review and Inspection Services (Not Engineering)

- a. The County will provide office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier, fax machine, scanners, computers and county software during the term of contract. The individual or vendor will be responsible for its long-distance phone charges other than those related to County business, office supplies and other equipment necessary for the performance of its responsibilities.
- b. The County will provide permitting staff for the processing of applications and issuance of permits. County staff will collect all fees and maintain records associated with application, reviews, and inspections of permitted structures or activities.
- c. The County provides the zoning staff to perform plot plan review and issuance of zoning clearances.
- d. The County will retain all records and documents. The vendor is permitted to make and maintain duplicate copies of the files, record, and documents at their own expense; however, in no way will the confidentiality as permitted by applicable law be breached.
- e. Training and cost of training is the responsibility of the Vendor.

1.7. Special Conditions of Proposed Contract

a. Permits, Taxes, Licenses, Insurance

The vendor must, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to the contract.

b. Laws and Ordinances

The vendor must observe and comply with all Federal, State and Local laws, ordinances, rules, regulations and professional standards that would apply to the contract.

c. Selling, Transferring or Assigning of Contract

No contract awarded under these terms, conditions and specifications will be sold, transferred, or assigned without the written approval of the County.

d. Addition or Deletion of Services

The County may require additional services that may not be specifically listed in the RFP. The vendor agrees to provide such services and must provide the County with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this RFP. If the prices or contractual terms offered are not acceptable to the County and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items from other vendors.

e. Continuity of Inspections

For each discipline (building, plumbing, electrical, fire safety, or mechanical HVAC), there will be no more than two (2) individual inspectors providing inspections for each project.

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CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937A

**Exhibit B
Pricing Sheet**

ATTACHMENT 2 - PRICING SHEET

21-0937

Building Plan Review Inspection Services

ITEM #	ITEM DESCRIPTION	HOURLY RATE	DAILY RATE
1	Plans Reviewer	\$75.00	\$600.00
2	Plans Review by A/E	\$85.00	\$680.00
3	1&2 Family Dwelling Inspector	\$85.00	\$680.00
4	Building Inspector	\$85.00	\$680.00
5	Building Plus One Trade Inspector	\$85.00	\$680.00
6	Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector	\$85.00	\$680.00
7	Inspections by A/E	\$85.00	\$680.00
8	Fire Plans Reviewer Services	\$75.00	\$600.00
9	One time charge for critical/expedited calls	\$100.00	\$800.00

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.



CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of the Piggyback Agreement between the City of Mount Dora and Renaissance Planning Group, Inc., related to General Consulting Services for Planning & Development

Introduction:

This is a request to approve the Piggyback Contract with Renaissance Planning Group, Inc. for On-Call General Planning Consulting Services.

Discussion:

The planning services contract will be used as the City enters into development proposals, land use studies, and other special projects that require a full service planning team (transportation, graphic, GIS, land use, demographics, data collection, etc.). This will serve as a readily available resource for the City. Services will be for on-call planning services as-needed. The compensation for services and reimbursable expenses shall be negotiated as a fixed fee or direct cost as agreed to by the City and the consultant or an hourly rate listed in the contract.

Renaissance Planning Group, Inc. has a proven track-record with Mount Dora and has worked on planning charrettes for the development of the visioning plans (Mount Dora Envision), Downtown Parking Report, and the Parking Implementation Plan, traffic calming study, sign code updates, wayfinding sign studies, mural code, and other special planning studies. This firm has knowledge of the interworkings of the City.

Seminole County competitively solicited and negotiated an agreement with Renaissance Planning Inc. for on-call general planning consulting. The City of Mount Dora desires to enter into a contract with Renaissance Planning, Inc. under the same terms and applicable conditions as that agreement executed by Lake County. Florida Statutes, Chapter 287, authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by the Seminole County and agreements resulting therefrom.

Budget Impact:

The FY 2021-2022 Planning Department Budget currently has a balance of \$14,000.

Strategic Impact:

Goal 1. Economic Development

Recommendation Approve Piggyback Contract with Renaissance Planning Group, Inc. for On-call Planning Services.

Attachment(s):

1. Attachment #1 RFP-1932-18_pk
2. Attachment #2 Renaissance Planning
3. Exhibit A.Cooperative Contract.Renaissance

Prepared by: Adam Sumner, CRA Administrator

Reviewed by: Vince Sandersfeld, Planning and Development Director
John McKinney, Finance Director
Sherry Sutphen , City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 1/28/2022

Approved - 1/31/2022

Approved - 3/21/2022

Approved - 3/30/2022

Approved - 3/30/2022

Final Approval - 3/31/2022

ATTACHMENT #1

SUBMIT PROPOSALS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	REQUEST FOR PROPOSALS (RFP) And Proposer Acknowledgment
Contact: Tony Durrum, CPPB, A.P.P. Senior Procurement Analyst Phone: 407-665-7123 Email: tdurrum@seminolecountyfl.gov	RFP No.: <u>RFP-1932-18/TAD</u> General Consulting Services for Planning & Development
<u>Proposal Due Date</u> Date: <u>June 20, 2018</u> <u>Time: 2:00 PM</u> (Eastern Standard Time)	<u>Location of Public Opening:</u> Purchasing & Contracts Division PCD Conference Room 1301 E. Second Street Sanford, FL 32771
Proposer Name:	Federal Employer ID Number:
Mailing Address:	If returning as a "No Submittal", state reason <u>(if so, return only this page):</u>
City, State, Zip:	
Type of Entity (Circle one): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: _____ List of Principals: _____	The undersigned Proposer hereby acknowledges receipt of Addenda Numbers _____ through _____: _____ Authorized Signature (Manual) Date
Email Address:	Typed Name:
Telephone Number:	Title:
Fax Number:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN PROPOSAL

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

ATTACHMENT #1
Part 1
GENERAL INFORMATION - SCOPE OF SERVICES

Purpose: Seminole County (herein referred to as the 'COUNTY') is requesting written proposals from qualified firms with expertise and technical skills to assist Seminole County Staff in the update and implementation of the County's Comprehensive Plan, the Land Development Code, and conduct studies and produce reports as needed. The engineering services listed are for non-CCNA work like planning consulting and preparation of guidelines requirements for various projects.

General Task assignments that may be performed by the Consultant under this Agreement may include, but are not limited to the following subjects:

General Planning and Development

- Land Use/Growth Management Planning Studies
- Financial/Fiscal Analysis
- Small Area Studies
- Urban/Rural Development Studies
- Facilities/Service Studies
- Economic Development Analysis/Studies
- Redevelopment and Market Analysis/Studies
- Comprehensive Plan Amendments Studies/Updates/Reviews
- Required Comprehensive Plan Evaluation and Appraisal analysis
- Intergovernmental Agreements
- Joint Planning Area Agreements
- Socio-Economic Data Estimates, Projections and Studies
- Land Development Code Regulations
- Ordinances
- GIS/Mapping/Graphic Art
- Development Design Guidelines/Standards
- Review of projects for Compliance to Development Standards/Code/Laws
- Conservation and/or Recreation Planning
- Environmental Planning Studies, including studies of springs and springsheds
- Public Safety Studies
- "Green" Planning and Development Studies
- Coordinate with MetroPlan Orlando and other agencies/jurisdictions in the preparation of studies and reports
- Traffic Impact Analysis Studies and Review
- Transit Studies
- Transportation Data Collection
- Corridor Area Studies
- Trail/Pedestrian/Bicycle Studies
- Traffic Calming Studies
- Road Impact Fee/Concurrency
- Mobility Fee Studies
- Transit-oriented design standards or studies
- Develop strategies and processes for integration of multiple modes of transportation with development plans
- Assist in the review, creation, and implementation of transportation strategies, such as transportation demand management, parking management, mobility fees, and other approaches
- Preparation of any studies, reports, analysis, data collection, or design in relation to the commuter rail stations or surrounding area
- Prepare and present presentations for various groups to include, but not limited to, the Seminole County Board of County Commissioners, County Advisory Boards, and Citizen Interest Groups
- Coordinate with and represent the County at Public Meetings
- Prepare materials for Public Meetings

ATTACHMENT #1

Part 2

INSTRUCTIONS TO PROPOSERS

Section 1 - Contact: All prospective Proposers are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person regarding this RFP or their written proposal at any time prior to the posting on the COUNTY's Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your proposal. Interpretation of this clause will be solely at the discretion of the County.

Section 2 - Public Closing: Written proposals shall be received at PCD in the specified location, date and time (considered to be the deadline for submission) as referenced in the Formal Notice for this RFP, unless otherwise revised via posted Addenda. As soon as possible thereafter, the names of the Proposers that submitted written proposals for this RFP shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Closing should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Closing at (407) 665-7123.

Section 3 - Delays: The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (www.seminolecountyfl.gov/purchasing)

Section 4 – Proposal Submission and Withdrawal: The COUNTY will receive written proposals in hard copy form as stated in the Formal Notice. The outside of the envelope/container must be identified with this RFP Number and Title referenced within the Formal Notice for this RFP. The envelope/container must also include the Proposer's name and return business address. No electronic proposal submissions by email or other electronic method will be accepted. **Proposals received after the scheduled due date and time for submission shall be returned unopened.** The scheduled due date and time for submission will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in PCD shall serve as the official authority to determine lateness of any proposal. The COUNTY cautions all Proposers to ensure actual delivery of mailed or hand-delivered proposals prior to the scheduled due date and time for submission that has been set for receiving proposals. Telephone confirmation of timely receipt of any proposal should be made by calling (407) 665-7116, before the 2:00 deadline.

The Proposer is required to submit **six (6) COMPLETE SETS** in hard copy (one [1] original and five [5] copies), **plus ONE (1) CD ROM** of their complete written proposal. The Proposer should submit their written proposal in person or by mail in hard copy form. The CD ROM should not include information in addition to that being provided in the original hard copy submittal. If additional information is received, PCD will serve notice to the Proposer that the additional information will not be considered under this RFP solicitation.

Proposers may withdraw their proposals by notifying the COUNTY in writing at any time prior to the scheduled due date and time for submission. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity, display proper identification and provide a signed receipt for the proposal. Proposals, once opened, become the property of the COUNTY and will not be returned to the Proposer. **At its sole discretion, the COUNTY may request additional information should the COUNTY deem it necessary.**

Section 5 - Inquiries: All Proposers should carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing prior to the scheduled due date and time for submission. Failure to do so, on the part of the Proposer, shall constitute an acceptance by the Proposer of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the RFP documents including the attached Draft Agreement, shall be requested in writing, and received by PCD Contact Person at least ten (10) calendar days prior to the scheduled due date and time for submission. Written requests can be submitted via e-mail: tdurrum@seminolecountyfl.gov. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this RFP.

ATTACHMENT #1

Section 6 - Addendum: Should revisions to the RFP documents become necessary, the COUNTY will post Addenda information on the COUNTY's Website. All Proposers should check the COUNTY's Website or notify PCD Contact Person to verify information regarding Addenda. Failure to do so may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive". **By execution of the Formal Notice for this RFP, the Proposer acknowledges receipt of all Addenda issued under this solicitation.** Addenda information will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing). It is the sole responsibility of the Proposer to ensure that they obtain information related to any Addenda.

Section 7 - Selection Process and Award: All proposals will be reviewed by personnel as designated by the COUNTY staff in accordance with the qualification/evaluation criteria set forth in the RFP documents. The COUNTY reserves the right to conduct interviews and/or require presentations of any or all Proposers prior to selection. The COUNTY will not be liable for any costs incurred by the Proposer in connection with such presentations. Should oral presentations for this RFP be required by the COUNTY, the qualification/evaluation criteria and weights shall be used to short-list an adequate number of firms.

The COUNTY anticipates award to the Proposer that submits a proposal judged by the COUNTY to be the most advantageous. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. The COUNTY reserves the right to reject all proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new proposals, or to cancel the project in its entirety.

Section 8 - Proposal Preparation Costs: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFP.

Section 9 - Accuracy of Proposal Information: By submission of a proposal, Proposer acknowledges that they have carefully examined the Request for Proposal documents and agrees to furnish the services specified in the solicitation at the prices, rates or discounts as proposed. Proposers agree that their proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the submittals.

By submission of a proposal, Proposer agrees to abide by all conditions of this proposal and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Proposer certifies that all information contained in their proposal is truthful to the best of their knowledge and belief. Proposer further certifies that they are duly authorized to submit this proposal on behalf of the vendor/Proposer as its act and deed and that the vendor/Proposer is ready, willing and able to perform if selected

Section 10 - Insurance: A material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Proposer's submitted proposal and rescission of any ensuing Award Agreement.

The COUNTY recommends that all Proposers review the insurance requirements listed within the Draft Agreement with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Agreement. The COUNTY reserves the right to reject the award to any Proposer that fails to provide the insurance as required within the COUNTY's Award Agreement.

Section 11 - Licenses: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal under this RFP. Failure of the Proposer to be fully licensed and certified, may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive". Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., is the responsibility of the Proposer.

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Section 12 - Posting of the RFP's Recommendation and Intent To Award: The recommendation and intent to award for this RFP will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing) prior to submission to the Seminole County Board of County Commissioners for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

Section 13 - Public Records: Upon recommendation and intent to award this RFP as posted to the COUNTY's website or within thirty (30) calendar days after closing, proposals are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected in a separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the RFP documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the Public Records Law; however, the Proposer must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Section 14 - Prohibition Against Contingent Fees: It shall be unethical for any person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Proposer to solicit or secure the Award Agreement for this RFP, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Award Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Award Agreement at its sole discretion, without liability and to deduct from the Award Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 15 - Acceptance/Rejection/Disqualification: The COUNTY reserves the right to accept and make award to those Proposers, who in the opinion of the COUNTY, will be in the best interest of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject any or all proposals. The COUNTY reserves the right to reject the proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the COUNTY's opinion, is not in a position to perform properly under this award. The COUNTY reserves the right to inspect all facilities of Proposers in order to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement.

More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

Section 16 - Purchasing Code: The COUNTY's Code of Ordinances Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and the County Manager Policies apply to this RFP in their entirety.

Section 17 - Affirmation: By submission of a proposal, the Proposer affirms that their proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The Proposer agrees to abide by all conditions of this RFP and the resulting Award Agreement.

ATTACHMENT #1

Section 18 - Governmental Restrictions: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

Section 19 – Advertising: In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval of the County Manager's Office.

Section 20 – Patents and Royalties: Unless otherwise provided, the Proposer shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this RFP. The Proposer, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Proposer. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Proposer. If such a claim is made, the Proposer shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Proposer and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 21 - Drug-Free Workplace Compliance: Proposer shall comply with Section 287.087, Florida Statutes and failure to comply shall result in rejection/disqualification of the proposal and all agreements as a result of this solicitation.

Section 22 - Public Entity Crime: Any Person or affiliate, as defined in Section 287.133, Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the COUNTY.

Section 23 - Uniform Commercial Code: The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Proposer and the County for any terms and conditions not specifically stated in this solicitation.

Section 24 - Proprietary/Restrictive Specifications: Proposers who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this Request for Proposals and prior to the due date.

Section 25 - Payment Terms/Discounts: The County's payment terms are in accordance with Section 218, Florida Statutes Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

Section 26 – Additional Terms and Conditions: Unless expressly accepted by the County, only the terms and conditions in this document and Award Agreement shall apply. Any and all additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or special conditions in these RFP documents and any Addenda issued under this solicitation, are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Response Form attests to this.

ATTACHMENT #1
Part 3
INSTRUCTIONS FOR PREPARING PROPOSALS

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this Request for Proposals (RFP). The Proposer warrants its response to this RFP to be correct. The firm must submit a written proposal complying with this RFP, and the information, documents and material submitted in the written proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information, and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive".

Proposals must be submitted on 8 1/2" x 11" paper, page numbered, one (1) inch borders, single-sided, typewritten (no less than 12pt font), with headings, sections, and sub-sections identified appropriately. Proposals are limited to a total of twenty (20) single-sided pages for Submittal Sections 2-5.

The proposal must be divided into four (4) sections, with references to parts of this RFP provided on a section-number basis. These section dividers must remain blank, with the exception of the typed headings listed on each for the corresponding section, as they will not be considered in the total page count limit. The five (5) Submittal Sections should be in the following order and named:

- 1) Required Submittals (maximum 9 pages)
- 2) Qualifications (maximum 13 pages)
- 3) Past Projects (maximum 6 pages)
- 4) Price Proposal (maximum 1 page)

Please note that the total page count for the entire written proposal should not exceed twenty-nine (29) single-sided pages, as described above. Failure to comply with this requirement may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive".

Proposal Section 1 – Required Submittals:

A. Formal Notice: Completed first page of this solicitation package will serve as the title page, and is not considered in the total page count limit for the Proposer's written proposal.

1. Type of Business: The Proposer should identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.) by circling the appropriate designation. The Proposer should identify whether the business entity is incorporated in Florida, another state, or a foreign country.
2. Corporate Information: If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have an active corporate status. In the case of an out-of-state corporation, the Proposer must present evidence of authority to do business in the State of Florida.
3. FEIN: The Proposer should provide their Federal Employer Identification Number. In the case of a sole proprietorship or partnership, Proposer should include the statement "Not Applicable" in the required field.

Please do not include confidential personal information (i.e. Social Security Numbers), as the proposal will become a public document.

4. Principals: The Proposer should list the names of all persons or entities serving, or intending to serve as principals in the Proposer's firm.

ATTACHMENT #1

- B. Letter of Transmittal:** This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

This letter should also serve as acknowledgement by the Proposer that the contents of the submittal are true and accurate, and that the requirements of this RFP can be met, including but not limited to, insurance, bonding and licensing requirements. Further, the Proposer acknowledges their intent to execute an Award Agreement with the COUNTY. **(1 single-sided page maximum)**

- C. Summary of Litigation/ License Sanctions:** Provide a list of any regulatory or license agency sanctions, and any litigation filed by or against the Proposer within the past five (5) years, which are related to the services as requested under this RFP. Information on litigation should include case names, case numbers, and court locations in which any action(s) may have been filed, including any monetary judgment amounts.

At its sole discretion, the COUNTY may request additional information should the COUNTY deem it necessary. If no regulatory or license agency sanctions, please state "No regulatory or license agency sanctions". If no litigation, please state, "No Litigation". **(1 single-sided page maximum)**

- D. Conflict of Interest Statement (Rev. 10/19/11):** Refer to Attachment "A"

- E. Compliance with the Public Records Law (Rev. 8/23/12):** Refer to Attachment "B"

- F. Worker's Compensation Compliance Certification (Rev. 3/22/12):** Refer to Attachment "C"

- G. Taxpayer Identification Number and Certification W-9 Form (Rev. 12-2011):** Refer to Attachment "D"

- H. Drug Free Work Place (Rev. 2/13/06):** Refer to Attachment "E"

- I. Americans with Disabilities Act Affidavit (Rev. 6/15/01)** as required by the COUNTY: Refer to Attachment "F"

- J. Insurance Confirmation (Rev. 1/28/14):** Refer to Attachment "G"

Proposal Section 2 – Qualifications and Experience (40 points): *(13 single-sided pages, maximum)*

- A. Qualifications of the firm, proposed personnel**

1. Outline qualifications of the firm including accreditations and awards. (4 page maximum)
2. Outline qualifications and experience of the proposed project team members including licenses and certifications. Provide resumes. (6 page maximum)
3. Outline qualifications and experience of proposed sub-consultants and identify the discipline for which they may be utilized. (2 page maximum)
4. Provide an Organization Chart of the proposed project team. (1 page maximum)

Proposal Section 3 – Past Projects (30 points): *(6 single-sided pages, maximum)*

1. Outline projects completed within the past five (5) years that were similar in scope to this project. Provide a brief description of the project including the client's name, address and phone number. *(4 page maximum)*
2. Provide a minimum of five (5) references for which your firm provided similar services as requested in this RFP. List the names of the clients (company name, contact name, contact title, address, telephone number, and e-mail address) for each reference. Each reference shall include a brief description of work. *(2 page maximum)*

ATTACHMENT #1

Proposal Section 4 – Price (30 points): *(1 single-sided page, maximum)*

Pursuant to and in compliance with this RFP, the Proposer hereby agrees to furnish all labor and materials to complete the Scope of Services in strict accordance with the Contract Documents and all Addenda issued, based on their proposed labor hours.

Proposer shall provide a 'Price Proposal' using the form provided under Part 5 of this RFP solicitation, to include all loaded hourly rates for the various labor categories, in order to complete the Scope of Services. These loaded rates are to be inclusive of all direct and indirect cost including reimbursable expenses.

ATTACHMENT #1
Part 4
EVALUATION OF PROPOSALS

The Evaluation Committee will evaluate all proposals received by the COUNTY in response to this RFP in relation to the criteria below. A determination of the best qualified firm will be made by the Evaluation Committee based on the stated criteria.

In order to assist in determining the best qualified firm, the Evaluation Committee reserves the right to request additional information and/or clarification of any information submitted by any Proposer. The COUNTY shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The COUNTY's decisions shall be final.

METHOD: The following criteria and weights shall be utilized in the evaluation of the proposals:

CRITERIA	MAXIMUM NUMBER OF POINTS
QUALIFICATIONS AND EXPERIENCE • Qualifications of Proposer's Firm, Staff and Sub-Contractors • Organizational Chart	40
PAST PROJECTS • Similar projects completed in the last five (5) years • References	30
PRICE • Price Proposal	30

OTHER ASSESSMENTS

The COUNTY reserves the right to evaluate, prior to making an award:

- Proposer's current financial statements and data;
- Proposer's ability to comply with required schedule;
- Proposer's past performance.

The submittals will be evaluated on:

Strengths: Those areas in which the proposal exceeds the COUNTY's requirements.

Weaknesses: Those areas where the proposal lack soundness or effectiveness which could prevent fully successful performance of the agreement.

Deficiencies: Those areas where the proposal fails to meet the COUNTY's requirements.

ATTACHMENT #1**Part 5
PRICE PROPOSAL**

Labor Category	Loaded Hourly Rate	Estimated Hours	Total
Principal		150	
Project Manager		300	
Principal Planner		350	
Transportation Planner		150	
Planner		200	
Engineer		250	
Transportation Engineer		200	
GIS		150	
Graphics		150	
Architect		150	

Estimated Project Total * _____

ATTACHMENT #1

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)
) ss
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as _____.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. I certify that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively state that (insert the individual's name) _____, who is a member of the above-named entity's ownership or management, is currently serving as a member of the following Seminole County advisory board(s) or committee(s): _____.
11. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this _____ day of _____, 20_____.

Title
_____ Typed Name of Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(Printed typed or stamped commissioned name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

ATTACHMENT #1

Attachment B

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked **"EXEMPT FROM PUBLIC RECORDS LAW"**. **Failure to identify protected material via a separate marked envelope will cause the County to release this information in accordance with the Public Records Law despite any markings on individual pages of your proposal/bid.**

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: RFP-1932-18/TAD

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

ATTACHMENT #1

WORKERS' COMPENSATION COMPLIANCE CERTIFICATION

Chapter 440 of the Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To meet this compliance requirement, the undersigned hereby certifies that

(name of business entity)

☐ has fully complied with all the requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or

☐ is exempt from the provisions of Chapter 440, Florida Statutes, for the following reason:

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as _____, of _____, a corporation duly authorized to conduct business in the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification. He/she acknowledged before me that the foregoing instrument was executed by such officer in the name and on behalf of the corporation, and that the official seal of the corporation has been affixed hereto.

[NOTARY SEAL]

Notary Public in and for the County
and State Aforementioned

ATTACHMENT #1

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT #1

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087 Florida Statute, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Firm

Date

ATTACHMENT #1

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Affix Corporate Seal

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of _____ (a _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Print Name _____
Notary Public in and for the County
and State Aforementioned

My commission expires: _____

ATTACHMENT #1

INSURANCE CONFIRMATION

On behalf of our client, _____,

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.

Signature of Agent

Print Name & Title

Agency

Address

RFP-1932-18/TAD

General Consulting Services for

Planning & Development

Date

JUNE 20, 2018 | RFP NO.1932-18/TAD:

GENERAL CONSULTING SERVICES FOR PLANNING & DEVELOPMENT

FOR SEMINOLE COUNTY, FLORIDA

SUBMITTED BY:

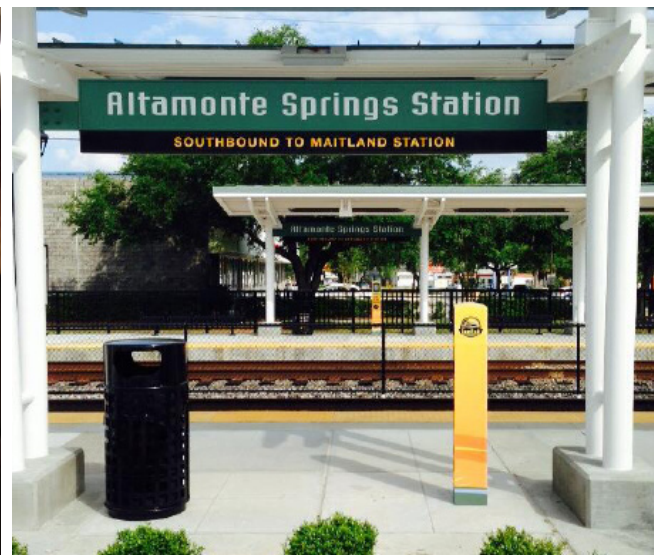
RENAISSANCE PLANNING

IN ASSOCIATION WITH:

PLACE ALLIANCE, RUTH HAMBERG, ESCIENCES, KEITH & SCHNARS



April 5, 2022 Regular City Council



SUBMIT PROPOSALS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	REQUEST FOR PROPOSALS (RFP) And Proposer Acknowledgment
Contact: Tony Durrum, CPPB, A.P.P. Senior Procurement Analyst Phone: 407-665-7123 Email: tdurrum@seminolecountyfl.gov	RFP No.: <u>RFP-1932-18/TAD</u> General Consulting Services for Planning & Development
<u>Proposal Due Date</u> Date: <u>June 20, 2018</u> Time: <u>2:00 PM</u> (Eastern Standard Time)	<u>Location of Public Opening:</u> Purchasing & Contracts Division PCD Conference Room 1301 E. Second Street Sanford, FL 32771
Proposer Name: Renaissance Planning Group, Inc.	Federal Employer ID Number: 59-3594725
Mailing Address: 121 S. Orange Avenue, Suite 1200	If returning as a "No Submittal", state reason <u>(if so, return only this page):</u>
City, State, Zip: Orlando, FL 32801	
Type of Entity (Circle one): <u>Corporation</u> Partnership Proprietorship Joint Venture Incorporated in the State of: <u>Florida</u> List of Principals: <u>Chris Sinclair, Katharine Ange, Frank Kalpakis, Daniel Hardy, Ysela Llort</u>	The undersigned Proposer hereby acknowledges receipt of Addenda Numbers <u>1</u> through <u>4</u>:  06/18/2018 Authorized Signature (Manual) Date
Email Address: <u>David Nelson</u> <u>dnelson@ciesthatwork.com</u>	Typed Name: <u>Chris Sinclair</u>
Telephone Number: <u>407.487.0061 x135</u>	Title: <u>Principal</u>
Fax Number: <u>407.487.0058</u>	Date: <u>06/18/2018</u>

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN PROPOSAL

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

SECTION 1 – REQUIRED SUBMITTALS

LETTER OF TRANSMITTAL

June 20, 2018

**RE: General Consulting Services for
Planning & Development**

Renaissance Planning in association with **PLACE Alliance, Ruth Hamberg, E Sciences, and Keith & Schnars** is pleased to submit this proposal to provide general consulting services for planning and development.

We not only have a history of working with the County, but also with the municipalities in and adjacent to Seminole County, and we understand the dynamic importance of this area in the central Florida region, as both transportation and economic development hubs.

To help the County, we have a proven approach to all projects that begins with carefully listening and clearly understanding what matters to the community and vested interests. From this integrated, comprehensive and holistic approach, we can help implement both visions and specific projects – and have numerous examples across Florida and the southeast that illustrate how our projects become reality. Part of our success stems from bringing our national expertise in diverse topics to local communities – not just transportation or land use, but also equity issues, local food systems, green infrastructure, and more. Combined, these aspects help us create cities that work.

Details of our team, qualifications and experience are provided in the attached proposal. We sincerely appreciate your careful review of our proposal and are glad to answer any questions about our team and approach. We acknowledge review and receipt of Addendum #1 (05/17); #2 (05/21); #3 (06/01); #4 (06/11). The following principals are authorized to make representations for the firm:

Tampa Office: Chris Sinclair, Founding Principal & Frank Kalpakis, Principal
400 North Ashley Drive, Ste 1010 | Tampa, FL 33602 | (P) 813.254.7741

Arlington Office: Katharine Ange, President & Daniel Hardy, Principal
1901 N. Moore Street, Ste 1204 | Arlington, VA 22209 | (P) 703.776.9922

Miami Office: Ysela Llort, Principal
5757 Blue Lagoon Dr, Ste 330 | Miami, FL 33126 | (P) 786.220.1946

Thank you for your consideration.

Sincerely,



Chris Sinclair | Principal

Contact Information

David Nelson, ASLA, LEED AP BD&C
Project Manager

dnelson@ciesthatwork.com

(P) 407.487.0061x 135

121 S. Orange Ave. Ste 1200

Orlando, FL 32801

Why Renaissance?

- We approach all projects from an integrated, comprehensive, and holistic perspective.
- Our projects become reality.
- We bring our national expertise in innovative planning topics and tools to local communities.

SUMMARY OF LITIGATION/ LICENSE SANCTIONS

Renaissance Planning Group has no current or prior regulatory or license agency sanctions and no litigation.

ATTACHMENTS A THROUGH G

The required forms are included in the following pages of the proposal, pages 3 - 9.

- Attachment A: Conflict of Interest Statement (Rev. 10/19/11)
- Attachment B: Compliance with the Public Records Law (Rev. 8/23/12)
- Attachment C: Worker's Compensation Compliance Certification (Rev. 3/22/12)
- Attachment D: Taxpayer Identification Number and Certification W-9 Form (Rev. 12-2011)
- Attachment E: Drug Free Work Place (Rev. 2/13/06)
- Attachment F: Americans with Disabilities Act Affidavit (Rev. 6/15/01)
- Attachment G: Insurance Confirmation (Rev. 1/28/14)

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA

COUNTY OF Hillsborough)

) ss

)Before me, the undersigned authority, personally appeared
Frank Kalpakis, AICP, who was duly sworn, deposes, and states:

1. I am the Principal of Renaissance Planning Group, Inc. with a local office in Tampa, Florida and principal office in Orlando, Florida.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. I certify that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively state that (insert the individual's name) N/A, who is a member of the above-named entity's ownership or management, is currently serving as a member of the following Seminole County advisory board(s) or committee(s): N/A.
11. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this 12th day of June, 20 18.FRANK KALPAKIS
PRINCIPAL
Title

Typed Name of Affiant

Sworn to and subscribed before me this 12th day of June, 20 18.Personally known ✓OR Produced identification N/ANotary Public - State of FloridaN/AMy commission expires 01/05/2022

(Type of identification)

Amanda Chornoby
(Printed typed or stamped commissioned name of notary public)Amanda Chornoby
NOTARY PUBLIC
STATE OF FLORIDA
Expires 1/5/2022**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked **"EXEMPT FROM PUBLIC RECORDS LAW"**. **Failure to identify protected material via a separate marked envelope will cause the County to release this information in accordance with the Public Records Law despite any markings on individual pages of your proposal/bid.**

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: Renaissance Planning Group, Inc.

Authorized representative (printed): Chris Sinclair | Principal

Authorized representative (signature): 

Date: 06/18/2018

Project Number: RFP-1932-18/TAD

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**WORKERS' COMPENSATION
COMPLIANCE CERTIFICATION**

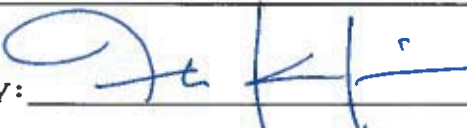
Chapter 440 of the Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To meet this compliance requirement, the undersigned hereby certifies that Renaissance Planning Group, Inc.

(name of business entity)

☒ has fully complied with all the requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or

☐ is exempt from the provisions of Chapter 440, Florida Statutes, for the following reason:

By: 

Title: Frank Kalpakis, AICP | Principal

STATE OF FLORIDA)
COUNTY OF ~~SEMINOLE~~)

Hillsborough

I HEREBY CERTIFY that, on this 12th day of June, 20 18, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Frank Kalpakis, as Principal, of Renaissance Planning Group, Inc., a corporation duly authorized to conduct business in the State of Florida, who is X personally known to me or who has produced N/A as identification. He/she acknowledged before me that the foregoing instrument was executed by such officer in the name and on behalf of the corporation, and that the official seal of the corporation has been affixed hereto.



Amanda Chernoby
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG169715
Expires 1/5/2022

Amanda Chernoby
Notary Public in and for the County
and State Aforementioned

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Renaissance Planning Group, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

121 S. Orange Avenue, Suite 1200

6 City, state, and ZIP code

Orlando, FL 32801

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 3 5 9 4 7 2 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

1/24/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT #2

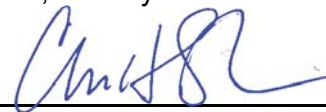
DRUG-FREE WORKPLACE FORM

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Renaissance Planning Group, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Chris Sinclair | Principal

Proposer's Signature

Renaissance Planning Group, Inc.

Firm

06/18/2018

Date

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR:

Renaissance Planning Group, Inc.

Signature:



Printed Name:

Frank Kalpakis, AICP

Title:

Principal

Date:

6/12/18

Affix Corporate Seal

STATE OF Florida)
) ss
 COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 12th day of June, 2018, by Frank Kalpakis of Renaissance Planning Group, Inc. (firm), on behalf of the firm. He/She is personally known to me or has produced N/A identification.



Amanda Chornoby
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG169715
 Expires 1/5/2022

Amanda Chornoby
 Print Name Amanda Chornoby
 Notary Public in and for the County
 and State Aforementioned

My commission expires: 01/05/2022

INSURANCE CONFIRMATION

On behalf of our client, Renaissance Planning Group, Inc.

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.



Signature of Agent

Kellie S. Smith, Agent

Print Name & Title

Hub International Florida

Agency

1560 Orange Ave Winter Park FL 32789

Address

RFP-1932-18/TAD

6/15/18

General Consulting Services for

Date

Planning & Development

SECTION 2 – QUALIFICATIONS & EXPERIENCE

QUALIFICATIONS OF THE FIRM

As Central Florida is the home of our headquarters, we understand the regional context of Seminole County as it will likely relate to planning and development. The larger region and the County anticipates continued growth. The Wekiva Parkway will complete the beltway around Orlando, not only providing travel alternatives but access and exposure for higher intensity mixed-use areas. Lands around SunRail stations continue to transition with transit-oriented projects and infill development. Major roadway corridors are evolving in land use and form in response to live-work growth that is less dependent on automobiles. Planning will increasingly become a balance between economic growth, multimodal accessibility and transportation efficiency.

Renaissance Planning brings almost two decades of planning experience across the state of Florida. Our work has included a wide array of services including transportation planning, comprehensive planning, land development codes, and development review, among others. Our staff is well-versed in providing on-call support to communities throughout the state and some of our recent relevant experience is included in *Section 3 – Past Projects*.



ADDRESSING PROJECT PROBLEMS OR CONCERNS

For any given project, Renaissance recognizes that the county is subject to changing priorities and schedules that ultimately can impact this contract. **We have put a team structure in place to quickly address and respond to potential changes on short notice.** Should problems with specific assignments, or any major shifts in project priorities arise, David Nelson will work closely with the county to resolve issues quickly and efficiently.

Project Management Approach & Availability

The Renaissance Planning management team on this project will provide leadership and program management for quality control, assembly of any qualified teams and ensuring quality assurance processes. The Renaissance Team is prepared to commit the resources necessary to complete any task assigned. Because local government planning is such a large part of what Renaissance does, we maintain a large number of staff proficient with and knowledgeable of this kind of work. Renaissance does not have

defined cost centers or regions that confine our staff and resources. We maintain and encourage all of our corporate resources to be available to each client.

Staff & Management Approach

The staffing plan for this proposal is designed to provide a depth of expertise in all of the general planning services areas outlined. **David Nelson** will manage all aspects of this project and be the point of contact for Seminole County, coordinating directly with staff and assign tasks as directed. **Chris Sinclair** will be the principal on the contract, working with David on the internal process we will establish for our work to stay on schedule and assure the quality of the work. **Kathleen Rooney**, the Lead Planner on this contract will work closely with David and Chris, supporting all aspects of the contract.

Renaissance conducts weekly project management meetings with office principals to discuss status of work in progress, financial performance, adherence to project quality control plans and review of remaining work efforts and anticipated deliverables. These meetings help ensure that we provide our clients with the highest caliber of professional services.

LOCAL FLORIDA WORK

Renaissance has been working and engaging with residents, elected officials and various stakeholder groups throughout Florida. Some of the communities where we've helped implement goals are:

- Altamonte Springs
- Bradenton Beach
- Clearwater
- Crestview
- Deerfield Beach
- Destin
- Eustis
- Indian Rocks Beach
- Kissimmee
- Lakeland
- Mount Dora
- North Port
- Oakland Park
- Ocoee
- Orlando
- Palm Beach Gardens
- Pompano Beach
- Sanford
- Sarasota
- Seminole
- St. Cloud
- St. Petersburg
- Tampa

Services	Firm				
	Renaissance	PLACE Alliance	Ruth Hamberg	E-Sciences	Keith & Schnars
Land Use/Growth Management Planning Studies	✓	✓	✓	✓	✓
Financial/Fiscal Analysis	✓				
Small Area Studies	✓	✓	✓	✓	✓
Urban/Rural Development Studies	✓	✓	✓	✓	✓
Facilities/Service Studies		✓	✓		
Economic Development Analysis/Studies	✓				
Redevelopment + Market Analysis/Studies	✓				
Comprehensive Plan Amendments Studies/Updates	✓	✓	✓	✓	✓
Evaluation + Appraisal analysis	✓		✓		✓
Intergovernmental Agreements	✓				
Joint Planning Area Analysis/Agreements	✓				
Socio-Economic Projections + Studies	✓				
Land Development Code Regulations	✓	✓	✓	✓	✓
Ordinances	✓		✓	✓	
GIS/Mapping/Graphic Art	✓			✓	✓
Development Design Guidelines/Standards		✓	✓		✓
Development Standards/Code/Laws Project Review	✓	✓	✓	✓	✓
Conservation and/or Recreation Planning		✓	✓	✓	✓
Environmental Planning Studies	✓	✓	✓	✓	✓
Public Safety Studies		✓	✓		
"Green" Planning + Development Studies		✓	✓	✓	
Coordinate with MetroPlan Orlando and others	✓			✓	✓
Traffic Impact Analysis Studies and Review	✓				✓
Transit Studies	✓			✓	✓
Transportation Data Collection	✓				✓
Corridor Area Studies	✓	✓	✓	✓	✓
Trail/Pedestrian/Bicycle Studies	✓	✓	✓	✓	✓
Traffic Calming Studies	✓	✓	✓		✓
Road Impact Fee/Concurrency/ Mobility Fee Studies	✓				✓
Transit-Oriented Design Standards or Studies	✓		✓		✓
Multimodal Transportation + Development Integration	✓	✓	✓		✓
Transportation Strategies Creation + Implementation	✓				✓
Commuter Rail Stations/Area Studies or Design	✓	✓	✓	✓	✓
Prepare Materials for Stakeholders, Officials + Public	✓		✓	✓	✓
Represent the County at Public Meetings	✓	✓	✓	✓	✓

Accreditations & Awards

Renaissance Planning is a 27-staff planning, design, and policy analysis consulting firm of city planners specializing in the integration of transportation, land use, urban design, and technology and economic and environmental considerations to create thoughtful, lasting plans. Professionals combine academic knowledge and extensive hands on experience in developing award-winning innovative yet practical plans and initiatives to help communities advance a range of community goals.

Project & Client	Award & Organization
<i>Westlake – Hales Ford Area Plan</i> Franklin County, VA & VDOT/OIPI UDA Program	Award of Merit for Small Area Plan (2017), APA National: County Planning Division
<i>Balancing Goods Movement and Livability with Freight Roadway Design Considerations</i> Florida Department of Transportation, District Seven	Award for Innovative Application of Research (2017), Transportation Research Board: Urban Freight Transportation Committee
<i>Urban Development Areas (UDA) Local Planning Assistance Program</i> Virginia Department of Transportation (VDOT) & Office of Intermodal Planning & Investment (OIPI)	Gold Best Practice Achievement Award (2017), APA National
<i>Master Plan for the Neck Area of Charleston and North Charleston</i> Berkeley-Charleston-Dorchester Council of Governments	Outstanding Planning Project, Multi-Jurisdiction (2014), APA SC
<i>Multimodal and Public Space Design Guidelines</i> Virginia Department of Rail and Public Transportation	Outstanding Multimodal Design Work (2013), APA VA
<i>Comprehensive Plan</i> City of Winchester, VA	Outstanding Plan Award (2013), APA VA
<i>Transportation Efficient Land Use and Design Guidebook</i> VDOT	Honorable Mention (2012), APA VA; Vision Award (2012), Urban Land Institute (Richmond, VA Chapter)
<i>Greenprint and Comprehensive Plan</i> City of Clearwater	Charles A. McIntosh, JR Award of Distinction (2012), Tampa Bay Regional Planning Council
<i>Selmon Greenway Feasibility Study & Master Plan</i> Hillsborough Metropolitan Planning Organization	Community Design Award (2012), Hillsborough County City-County Planning Commission
<i>UDA Local Planning Assistance Program</i> VDOT/OIPI	Planning & Innovation in Education (2012), APA VA
<i>Visioning Study</i> City of Mount Dora	Horizon Award for Exceptional Planning (2012), Lake-Sumter MPO
<i>Special Area Plan for Community Redevelopment Areas</i> City of Tarpon Springs	Award of Merit (2011), APA FL

QUALIFICATIONS & EXPERIENCE OF THE PROJECT TEAM



David Nelson RLA, LEED AP ♦ | *Project Manager* | David is a registered landscape architect and LEED Accredited Professional with over 34 years of experience in planning and design, including building parks, recreation facilities, open spaces and trail systems; developing visioning studies and design guidelines; creating regional studies and corridor plans; designing specific site development projects; and implementing sustainability and green building practices. David has and continues to manage planning projects for central Florida clients, including Seminole County, Sanford, Orlando, and Mount Dora.



Chris Sinclair ♦ | *Principal-in-Charge* | Chris has more than 31 years of experience managing a variety of land and transportation planning projects. As the firm's founding owner, he has served as the visionary leader committed to advancing the state of planning practice through the integration of transportation planning and urban design.



Kathleen Rooney ♦ | *Lead Planner* | Kathleen is a project manager with more than 13 years of integrated planning experience with expertise on innovative and implementable solutions to planning challenges. Her specialties include smart growth and livability, public health and active living, and technical assistance programs.



Scott Sinclair ♦ | *Transportation* | Scott is a planner with over 8 years of experience in travel demand modeling, and integrated land use and transportation planning. He excels at technical analysis and has a keen focus on practical, results-oriented approaches to development review, transportation analysis and long range planning.



Glen Duke ♦ | *GIS/Mapping* | Glen has 25 years of experience with GIS applications, mapping and database-related work. Glen has conducted land use and transportation-related analysis involving multiple types of datasets to quantify and effectively display geographic and socioeconomic relationships. His experience has included assembling, analyzing and displaying a wide variety of data.



Katrina Corcoran ♦ | *Planning/Research* | Katrina is a planner with over two years of planning experience, including time at the Center for Urban Transportation Research at the University of South Florida. She has a thorough knowledge of the transportation planning process and has experience with multimodal, transit, and safety-related research.



Hunter McKibben, PLA, ASLA ♦ | *Planning/Graphics* | Hunter is a designer with seven years of experience providing graphic, written, and technical support. She excels at synthesizing broad-based planning ideas into integrated site implementation guidelines and actions. She has developed illustrative plans and documents.

Resumes

Abbreviated resumes for the key project team members are included in the following pages. Full resumes for the team can be made available upon request.

DAVID NELSON, RLA, ASLA, LEED AP | ROLE: PROJECT MANAGER
Experience: 34 Years | Education: Bachelor of Landscape Architecture,
University of Georgia | Registrations: Landscape Architect, FL, No.
LA6666747; GA, No. LA 000838; SC Carolina, No. LSA 776



Selected Projects:

Evolution of HIP-TI FLU – Seminole County: David was the project manager and planner on this project, leading the evaluation study.

East Altamonte Springs SunRail Station Area Plan – Seminole County: David was a planner on the project, helped prepare and participate in the community engagement process, and prepared documentation for the final Plan.

Project DTO: Advancing Downtown Orlando –Orlando: David was lead consultant for three of the committees, wrote significant portions of the Vision Plan, led public involvement efforts, and helped develop the CRA Plan.

Visioning Study – City of Mount Dora: David served as deputy manager and planner/designer and participated in stakeholder meetings and charrettes.

Community Vision and Strategic Plan –Sanford: David served as deputy project manager and planner/designer for the project and led public outreach.

Virginia Drive/Lake Highland Transportation & Land Use Study – Orlando: David managed and coordinated the urban design tasks, and all public involvement efforts.

Southern Connector Road Concept Plan – Mount Dora: David served as project manager and lead designer on the project of alternative design concepts.

Downtown Parking Study– City of Mount Dora: David served as project manager and lead planner on the project, recommending strategies to relieve some of the parking pressures in the downtown core.

Corridor Studies – Pompano Beach: David has managed multiple corridor transformation plans: Dixie Highway, North Riverside Drive, and Highway A1A

Vision and Master Plan for the Neck Area of Charleston and North Charleston – Berkeley-Charleston-Dorchester Council of Governments (SC): David was a lead designer on this award-winning project responsible for directing the creation of small area plans and participated in charrettes and public workshop activities.

Signage and Wayfinding Plan – Tarpon Springs & Brooksville: David has managed and served as a lead designer on these wayfinding plans. Work has included highlighting key points such as civic facilities, historic and cultural assets, and other spots to support these downtown communities

US 17/92 Corridor Study – Florida Department of Transportation, District Five: David served as the project manager and lead planner, and led public involvement efforts, including community meetings, open houses and stakeholder interviews for this major multimodal study.

CHRIS SINCLAIR | ROLE: PRINCIPAL-IN-CHARGE | Experience: 33
Years | Education: Master of Science in Urban and Regional Planning,
Florida State University; Bachelor of Arts in Urban Affairs, Virginia Tech



Selected Projects:

2030 Regional Long Range Transportation Plan – Martin/St. Lucie County

MPOs: Chris served as the responsible officer for this LRTP, integrating land use and transportation through scenario planning and visioning.

Regional Land Use Study – Martin/St. Lucie Counties: Chris managed this project that included updates to local plans and zoning codes, design guidelines and development review procedures to support a regional vision.

Long Range Plan Update – Orlando MPO: Chris directed this major multi-modal update of the MPO's long-range plan.

Strategic Miami Area Rapid Transit (SMART) Plan: Kendall Corridor Vision – Miami – Dade TPO: Chris manages this initiative, helping to achieve county and community goals through the integration of transportation land use planning.

Transit Oriented Development Training Course – National Transit Institute: Chris serves as a co-instructor for the TOD training course offered by the National Transit Institute, a class targeted to transit agency professionals.

KATHLEEN ROONEY | ROLE: LEAD PLANNER | Experience: 14 Years
Education: Master of Environmental Policy, University of Maryland,
College Park; Bachelor of Arts in Political Science, Tulane University



Selected Projects:

Virginia Avenues/Lake Highland Transportation & Land Use Study – Orlando:

Kathleen provided senior expertise on the project vision and the final plan.

Continuing Transportation Services –Kissimmee: Kathleen serves as project manager and provides comprehensive transportation planning support.

Neo City Opportunity Framework –Kissimmee: Kathleen studied the potential impacts of a 500-acre master planning effort for the municipal development vision.

Using Mobility Fees to Fund Transit Improvements – FDOT: Kathleen led the development of a guidebook to help local governments plan for, develop, and implement mobility fees to fund local transit and transit-supportive investments.

Project DTO: Advancing Downtown Orlando – Orlando: Kathleen provided research, case studies and overall project support.

Harbor District Parking Study –Destin: Kathleen analyzed and wrote a supply and demand study for the Harbor District, focusing on using parking to achieve multimodal ends while a state road bisects the study area.

Environmental, Livability, and Social Justice Performance Measure – Sarasota/Manatee MPO: Kathleen developed a project prioritization framework that can evaluate project performance more effectively in achieving its regional goals.

SCOTT SINCLAIR | ROLE: TRANSPORTATION

Experience: 10 Years | Education: Bachelor of Science in Geography,
Florida State University



Selected Projects:

Virginia Avenues/Lake Highland Transportation and Land Use Study – Orlando: Scott supported the transportation network performance assessment.

Impact Fee / Mobility Fee Update - Kissimmee: Scott was the project planner for this project and is responsible for the technical analysis for the plan.

Manatee Mobility 2035 - Manatee County: Scott served as the project planner for this project and was responsible for the technical analysis associated with the travel demand modeling that went into analyzing the impact of the county's adopted Transportation Thoroughfare Plan with 2035 population and employment projections.

Multimodal Mobility Plan - Ocoee: Scott was the project planner for this short and long term strategy of transportation improvements project and was responsible for the technical analysis of the plan.

Continuing Services Support: Scott supported as a project planner on various on-call contracts: FDOT, District Five Community Planning / Corridor Studies; Destin Continuing Transportation Services; Ocoee Continuing Transportation Services; Kissimmee Continuing Transportation Services; Space Coast TPO Continuing Transportation Services; Manatee County Continuing Transportation Services / Large Projects & DRI Reviews; North Port Continuing Transportation Services

GLEN DUKE | ROLE: GIS/MAPPING | Experience: 25 Years | Education:
Bachelor of Arts in Geography, University of South Florida



Selected Projects:

Transportation Plan Updates, Area Plans, Comprehensive Plans & Corridor Studies: Kissimmee Mapping and GIS Analysis for Multimodal Transportation District; Destin Comprehensive Plan; Altamonte Springs EAR and Transportation Element Ocoee Transportation Master Plan; Kissimmee Vine Street/US192 Corridor Study Deerfield Beach Complete Streets Implementation; Orlando Project DTO; Pompano Corridor Visioning; Charlotte County Growth Model; Bradenton/Palmetto Downtown Mobility Plan; FDOT 7 Statewide Freight Evaluation Network; FDOT 4 Broward I-95 Corridor Mobility Study; FDOT 4 Southeast Florida TOD Working Group Sarasota/Manatee MPO 2040 LRTP; Space Coast TPO 2040 LRTP

Transit Studies: Gainesville BRT / Bus Alternatives Analysis; Palm Beach Gardens Transit Needs Assessment; Brevard County SCAT Transit Development Plan; Boca Raton Transit Feasibility Study

Congestion Management System (CMS) Performance Monitoring & Reporting: Brevard County Congestion Management Systems; FDOT D1 Access Management GIS Application; Pinellas County General Planning Consultant; Casselberry Seminola Boulevard Small Area Study; Treasure Coast Regional Land Use Study

KATRINA CORCORAN | ROLE: PLANNING/RESEARCH

Experience: 2 Years | Education: Master in Urban and Regional Planning, University of South Florida; B.A. in Interdisciplinary Social Sciences (Economics/Public Administration) University of South Florida



Selected Projects:

Vision Zero Action Plan – Hillsborough County MPO: Katrina worked on a pilot corridor project, analyzed the crash data and provided research and case study support. She also supported a day-long event to engage the community.

Comprehensive Freight Improvement Database (CFID) – Florida Department of Transportation, District Seven: Katrina conducted intersection reviews for freight truck damage throughout Pasco, Hernando, Citrus, and Pinellas counties to be uploaded onto the CFID map/website for potential improvements and funding.

Southeast Florida Human Services and Veterans Transportation Summit – Florida Department of Transportation, District Four: Katrina supported the summit, and coordinated with FDOT and the Steering Committee on preparations for the summit materials, registration, and speakers.

Graduate Research Assistant – USF Center for Urban Transportation Research (CUTR): Katrina was a research assistant for CUTR, supporting a variety of projects including: Florida Transit Handbook and National Transit Database (NTD) Assistance, Evaluation of Automated Vehicle Technology for Transit, Federal Transit Administration (FTA) State of Transit Bus Safety in the U.S. (Phase II), Capturing the Benefits of Complete Streets, A Vision of Future Transit Ridership in Florida

HUNTER MCKIBBEN, RLA, ASLA | ROLE: PLANNING/GRAPHICS

Experience: 7 Years | Education: Bachelor of Landscape Architecture, University of Florida | Registration: Registered Landscape Architect, Florida No. LA6667330



Selected Projects:

Virginia/ Lake Highland Transportation and Land Use Study –Orlando: Hunter supported the design team with illustrative streetscape plans and cross sections that will be used to convey the proposed vision and facilitate public engagement.

SR 520 (Cocoa Village) Multimodal Corridor Study – FDOT, District Five: Hunter created working graphics and deliverables that support and communicate the community derived directives, illustrating the overall corridor into the City matrix.

Innovation District 42nd Street / 46th Street Subarea Study – Hillsborough County: Hunter has produced street sections, 3-D SketchUp graphics, and supporting graphics to communicate the vision graphically. She developed the technical memo report layouts and is currently creating the final vision plan document for the study.

Strategic Miami Area Rapid Transit (SMART) Plan: Kendall Corridor Vision – Miami – Dade Transportation Planning Organization: Hunter has co-facilitated and developed workshop graphics, leading team exercises and documentation of results. She is currently supporting the creation of smart 3-D graphics of TOD stations.

Integrating Transit into Complete Streets Guidebook – FDOT, Central Office: Hunter lead the graphic documentation of this effort, creating the report layout and supporting graphics as well as presentation graphics.

QUALIFICATIONS & EXPERIENCE OF SUB-CONSULTANTS



PLACE Alliance is a design consortium, based in Orlando since 2009, that specializes in design and visioning consulting for communities, municipalities, and mixed-use urban redevelopment projects. PLACE Alliance has significant professional experience working both as master planners of residential and mixed-use developments and as consultants providing urban design, land development coding and guidelines, and charrette expertise for community visioning. PLACE Alliance will be providing **architecture and urban design support**.



Marc Newman ♦ | **Architecture** | Marc is an architect/urban designer with 15 years of experience in architecture and environmental sciences. Through his work on national and international projects, ranging from traditional town planning to urban infill and redevelopment to sustainable communities and mixed-use resorts, Marc brings a critical perspective to any planning project. Relevant Projects: *Orlando Lake Nona: Master Planning & Architecture; Sweetbay, Panama City Comprehensive Master Planning; Walton 30Avenue*



Mauricio Castro ♦ | **Architecture** | Mauricio is an architect/urban designer whose expertise encompasses town planning and urban design for infill redevelopment and greenfield sites; architectural prototype design and implementation; the formulation of architectural design guidelines and land development codes; and leadership in visioning and charrettes with significant public participation. Relevant Projects: *Orlando Lake Nona: Master Planning & Architecture; Sweetbay, Panama City Comprehensive Master Planning; Walton 30Avenue*



Ruth Hamberg Landscape Architecture & Urban Design (certified Florida WBE) offers professional community and site design services to enhance regions, cities, districts, communities, sites, streets and neighborhoods. Landscape architecture is the art and science of designing exterior spaces – the physical layout of places and spaces. Urban designers create the framework for the form, function and layout of cities. Ruth's expertise and practice integrates the two disciplines. Ruth Hamberg will be providing **landscape architecture and urban design support**.



Ruth Hamberg, PLA, ASLA, AICP, CNU-A ♦ | **Landscape Architecture** | Ruth provides urban design and land planning services to create clean, green, healthy and beautiful places to live, work and play. With over 30 years of public and private experience, Ruth's services include landscape architecture, project management, community planning, urban design and site master planning, new/ old urbanism, health impact assessments, Main Street consulting and public involvement. Relevant Projects: *Holly Hill CRA 1200 Center Ave. Feasibility Study/ Continuing Professional Services; Orlando Shingle Creek Regional Trail; Orange County Southwest Reclaimed Water Facility Design Services*



E Sciences, Incorporated (E Sciences) is an environmental, engineering and ecological consulting firm providing a wide range of services to clients in both the public and private sectors. Formed in 2000, E Sciences brings together a team of professional and technical staff with a long history of successfully executing projects throughout Florida and the Southeastern United States. ESciences will be providing **environmental service support**.



Peter Partlow, PE ♦ | **Environmental** | Peter is President of E Sciences with 29 years of experience and technical expertise including: wastewater collection system and treatment system design/ construction; contamination assessment; remediation; potable water and wastewater treatment; water resources and quality; and management. Peter has extensive experience in the assessment of social, cultural, land use, economic and environmental issues as related to roadway projects, construction and development. Relevant Projects: *Seminole County General Environmental Services; FDOT, District Five Districtwide Environmental and Engineering Consulting Services*



Keith & Schnars (K&S), established in 1972, offers multi-disciplinary expertise in the fields of planning, landscape architecture, environmental sciences, engineering and land surveying. The firm has played a key role in shaping the development of Florida's growing commercial, residential, recreational, educational, and transportation infrastructure. Keith & Schnars will be providing **planning and engineering support**.



Heidi Siegel, AICP ♦ | **Planning/Engineering Coordination** | Heidi has 18 years of experience in the planning and development field. She provides services for projects that involve development feasibility and due diligence studies, governmental coordination, presentation of land use and zoning applications, site and master planning + design. Additionally, Heidi provides cost-recovery contract services to municipalities. Relevant Projects: *Downtown Fort Myers Surplus Capacity Density Study; Hollywood Zoning Permit Review; Seminole Tribe of Florida Community Planning and Development Director*



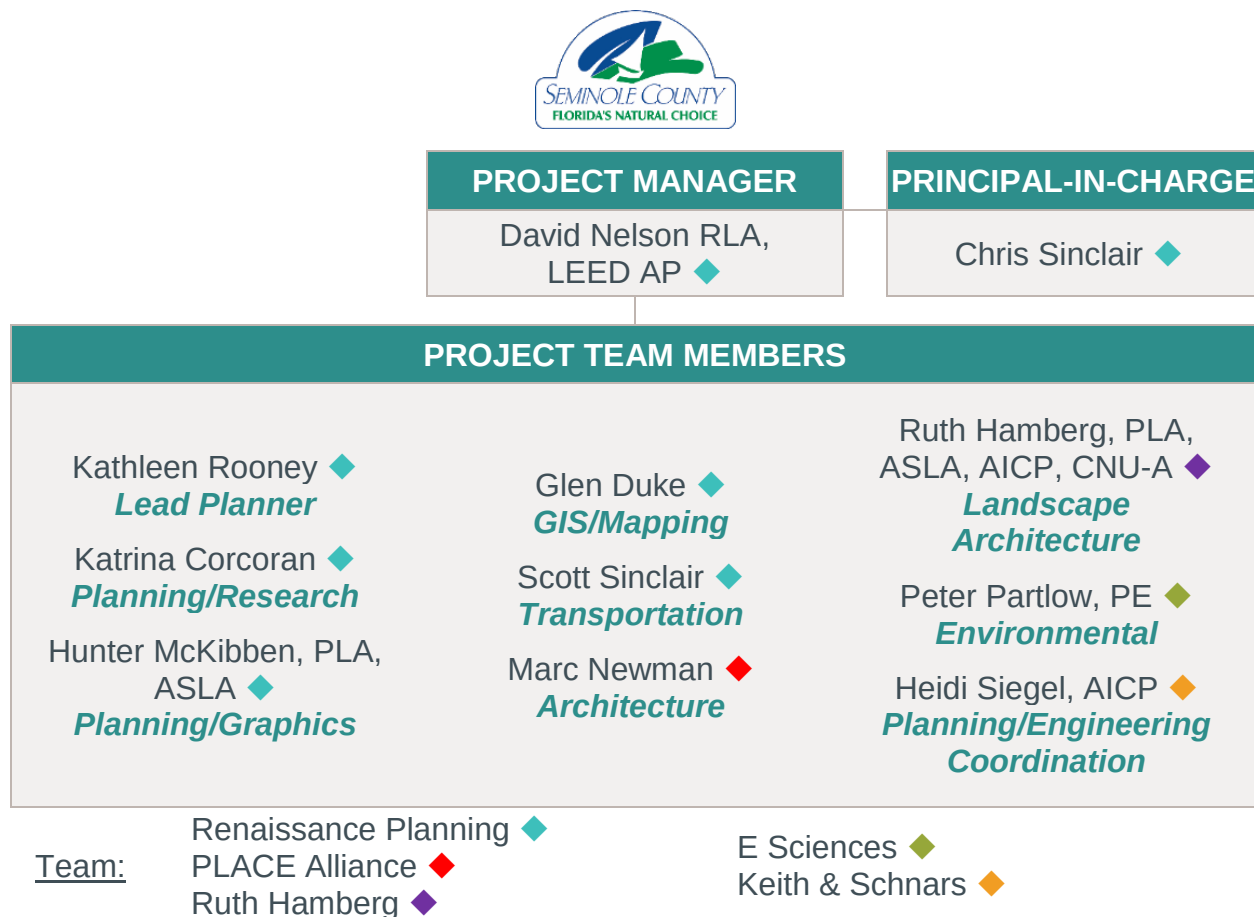
Bradley Benmosh , CNU-A, LEED GA, CPTED ♦ | **Planning** | Trained in architecture and urban planning, Bradley's experience includes the review of development proposals, site plans, assisting in the evaluation of rezoning, ordinance amendments, special use permits, variances, and other proposals. Relevant Projects: *Chinatown Cultural Arts and Innovation District, North Miami*

ORGANIZATION CHART

Renaissance Planning will be the prime consultant for this project and activities will be administered out of our Orlando office. Along with Chris Sinclair, project manager David Nelson will lead, along with support from team staff, all with significant expertise in the categories outlined by the RFQ. David will work closely with the team experts and City staff and team to provide the best match of skills and staff to respective task orders.

Experienced & Available Staff for On-Call Contracts

We have added professional staff who regularly work together. Renaissance **does not have defined cost centers or regions that confine our staff and resources.** We maintain and encourage all our corporate resources to be available to each client. We have and will continue to have the staff resources to support key personnel and managers on this contract.



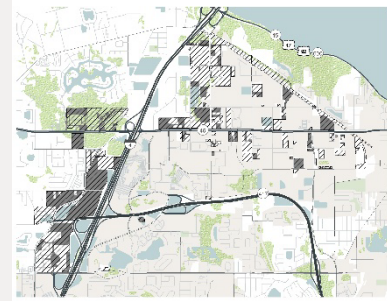
SECTION 3 – PAST PROJECTS

RELEVANT PROJECTS

Renaissance has been providing local planning and policy services to a variety of clients. Below are some examples of our work supporting local governments with transportation planning, multimodal and corridor planning, comprehensive plan updates, evaluation and appraisal reporting, design and land development codes and additional review tasks throughout Florida.

COUNTY PLANNING SERVICES | 2014-2016 | SEMINOLE COUNTY

Renaissance evaluated the **Higher Intensity Planned Development – Target Industry (HIP-TI)** future land use, which was created to provide for employment centers and higher intensity mixed use areas in strategic locations along the northern I-4 corridor. A key issue addressed in the evaluation was the relative market position of the HIP-TI areas for target industry uses versus higher density residential uses. Renaissance provided recommendations to staff that promote the County's long-term objectives for economic growth by maintaining HIP-TI areas and attracting target businesses, while guiding multi-family growth to other areas of the County better suited with multimodal access to services and destinations.



Renaissance also prepared the **East Altamonte SunRail Station Area Plan** for lands around the commuter rail station in Altamonte Springs. The work was funded through a Housing and Urban Development (HUD) Regional Sustainability Implementation Grant awarded to the East Central Florida Regional Planning Council. Renaissance led an extensive community engagement process to develop the station area plan in ways that support the existing neighborhoods, improve access to jobs, ensure fair housing opportunities, provide local employment opportunities and maintain the character of this historic African American community. The team attended several community meetings to speak to residents about the intent of the study, met one-on-one with community leaders, and held two public workshops to gather feedback from the community.



This project included a jobs, market and affordable housing analysis; developed a preferred land use scenario; created transportation connectivity improvements; and recommended community development strategies that reflect and respect the perspectives and character of the existing neighborhood. The final plan and report was well-received by the East Altamonte community, Seminole County Commissioners, and the City of Altamonte Springs.

VARIOUS PLANNING PROJECTS | ONGOING | CITY OF MOUNT DORA

Renaissance has been working with Mount Dora for several years, leading a diverse array of planning projects, including the [Visioning Study & Strategic Plan](#), an award-winning plan that examined development and planning-related issues in the City, formed from a community vision based on key values. As part of the vision, Renaissance identified a series of activity centers, where catalyzed development and supporting strategies would create community focal points. Renaissance was asked to build from one of the activity center concepts with an **Employment Center Master Plan** that contained a mix of employment uses, educational facilities, housing, and support services, creating an easily accessible hub and destination.



Renaissance has worked on several other projects, including development of the **Southern Connector Road Concept Plan** to improve regional connectivity near the Employment Center, a **Downtown Parking Study** that identified and prioritized strategies to ease parking congestion in the downtown area, an **Annexation Benefits** summary, and an update of the City's **Wayfinding System**. We are currently involved with creating concepts for **redevelopment of the Golden Triangle** area and proposing recommendations for **Freight Management** in the downtown area.

CITY PLANNING SERVICES | ONGOING | CITY OF ORLANDO

As part of an on-call contract with the City of Orlando, Renaissance led the award-winning [Project DTO – Advancing Downtown Orlando](#), a vision and redevelopment plan for downtown Orlando to provide a clear vision and planning guidance for downtown improvements and catalyst projects over the next decade. The Plan was accompanied by a **Community Redevelopment Agency Plan update** and a **Marketing Plan** and branding strategy. The City adopted the CRA Plan in May 2015.



Renaissance also led a **Transportation & Land Use Plan** for the neighborhoods surrounding the Virginia Drive corridor. The project supported the City's desire to improve infrastructure and maintain the character of this area, while furthering the broader priorities, vision and goals of the area's Main Street programs, as well as including elements of complete streets. David currently serves on the Ivanhoe Village Main Street District design committee, which is tasked with turning elements of the vision into reality. The committee is currently identifying locations for new public art installations, locating and designing a new gazebo at Gaston Edwards Park, and leading an effort to paint utility boxes and drain covers.



CONTINUING ON-CALL PLANNING SERVICES (MULTIPLE CONTRACTS) ONGOING | CITY OF KISSIMMEE

Over the last 10 years and through multiple contracts, Renaissance has worked with Kissimmee on several notable projects, such as:

- Our work started with the **Vine Street Corridor Study & Vision** which led to the establishment of the City's Community Redevelopment Agency.
- **Downtown Transit Circulator Feasibility Study**, confirming the feasibility of a local transit circulator route.
- **Mobility Fee**, which is helping to fund the aforementioned transit circulator. It is one of the few mobility fees statewide that can fund transit operations.
- **Multimodal Transportation District (MMTD)**, a regulatory framework that supports all modes in concert through coordinated transportation and development policies, adopted into the Comprehensive Plan in 2010.
- Update to the **Transportation Element of the Comprehensive Plan**, strengthening linkages with economic development and support the multimodal vision and redevelopment of key corridors.
- **NeoCity Opportunity Framework**, which assessed the potential impacts of the 500-acre development in Osceola County on the City and its vision, and outlined key actions to take advantage of this opportunity.
- **Annual MMTD updates**, which includes the most recent one that documented the City's economic recovery without the traditionally-associated increase in congestion and traffic.



CONTINUING ON-CALL PLANNING SERVICES (MULTIPLE CONTRACTS) ONGOING | CITY OF DESTIN

Renaissance has worked with the coastal City of Destin, to provide transportation services for over 15 years on a wide variety of services, including site plan transportation reviews, multimodal transportation reviews to meet concurrency requirements, comprehensive plan and land development code updates, corridor management plans, transportation analysis training and impact fee studies. The diversity of these projects enables Renaissance to provide guidance on the development and implementation of transportation policies and projects within the City. Projects have included: City's **Annual Concurrency Report**; the development of the state's first **Multimodal Transportation District (MMTD)**; **Land Development Code** modifications to implement the MMTD; biennial **MMTD Monitoring Reports**; **Evaluation & Appraisal Report (EAR)**, **Greenways Master Plan Update**, **Pedestrian Crossing Study for US Highway 98**; **Harbor District Mobility Study**, **MMTD Regulations Audit** and the **Harbor District Parking Study**.



Relevant Projects – Subconsultants

30 AVENUE | 2013 | WALTON COUNTY

PLACE Alliance, in partnership with A Boheme Design and SCI, provided detailed master planning and conceptual and schematic architectural design services for a new mixed-use project on the coast of northwest Florida. The initial design work was conducted during a multiday, on-site charrette with a team of architects, engineers, landscape architects, and environmental designers in February of 2013. Within a very aggressive six-week schedule, the project was submitted for a Development Order in April 2013 which included Schematic Design for all of the architecture (completed by PLACE Alliance in Revit), the landscape architecture, and the environmental design components with 100% complete site plan engineering. The project is currently under construction. Once completed, the 15.3-acre site will offer shops, restaurants, office space and residential loft units, comprised of a series of buildings organized around a grand central space.

1200 CENTER AVE. FEASIBILITY STUDY | 2013 | CITY OF HOLLY HILL CRA

Holly Hills envisioned the large former middle school site's redeveloped property serving as a catalyst to revitalize the district and the surrounding community. In 2013, Smith Murray Studios (now Murray Site Design) was hired to do a feasibility study to determine the best potential uses for the site. Ruth Hamberg served on the Smith Murray team handling community involvement, developing public involvement strategies, trained the team in facilitation and executed four community workshops, and tabulated the results of public input to shape the study recommendations.

GENERAL ENVIRONMENTAL SERVICES | ONGOING | SEMINOLE COUNTY

E Sciences is currently on a second term contract for Seminole County to provide environmental assessment, remediation and Brownfield consulting. E Sciences has also completed tasks involving erosion control inspections of County construction projects on an as-needed basis, as well as providing Erosion and Sediment Control training to County staff. Some key projects have included: Cameron Ditch Regional Stormwater Facility, Lockhart Smith Regional Facility Permit, Econ Wilderness Restoration and Monitoring, Lake Mary Boulevard Phase 2A Mitigation, Seminole County Sports Complex – Sanford, and others.

GENERAL PLANNING SERVICES | ONGOING | CITY OF COCONUT CREEK

Coconut Creek staff has a long-term relationship with K&S for planning, landscape design and engineering services. The City is undertaking a neighborhood study to seek consensus on the future development of a 220-acre area that has several parcels with annexation potential. K&S's services, include documenting existing conditions, informing the community of the City's intent, formulating a strategy to implement annexation and create future development standards under municipal governance. The team is creating GIS maps illustrating land use, zoning and existing infrastructure in the area and providing an analysis of traffic and circulation conditions. Additionally, the K&S Planning Division is identifying vacant and underdeveloped parcels.

REFERENCES

The Renaissance team has strong working relationships providing similar services with clients. The table below highlights references that can validate our effective work.

Client Reference	Project
Seminole County 1101 East First Street Sanford, FL 32771 William Wharton, Principal Planner (P) 407.665.7441 wwharton@seminolecountyfl.gov	<i>Various County Planning Projects</i> - Renaissance has supported various projects for the county including a future land use study and market evaluation, as well as a robust community-driven station area plan.
City of Mount Dora 510 N. Baker St., P.O. Box 176 Mount Dora, FL 32757 Vince Sandersfeld, Interim Planning Director (P) 352.735.7112 sandersfeldv@cityofmounddora.com	<i>Various Planning Projects</i> - Renaissance has been working with Mount Dora for several years, leading a diversity of planning projects, including an award-winning visioning study, an employment center master plan, a road concept plan, parking study and wayfinding plan.
City of Orlando 400 S. Orange Ave. Orlando, FL 32801 Elisabeth Dang, Chief Planner (P) 407.246.3408 elisabeth.dang@cityoforlando.net	<i>Various City Planning Services</i> - Renaissance completed work on the award-winning downtown Orlando visioning project and plan and more recently completed a transportation and land use study.
City of Kissimmee 101 Church St., Kissimmee, FL 34741 Craig Holland, Development Services (P) 407.518.2140 cholland@kissimmee.org	<i>Various General Planning Service Contracts</i> - Renaissance has worked with the City on various planning projects through multiple contracts over the last 12 years.
City of Destin 4200 Indian Bayou Trail Destin, FL 32541 Jenny Bryla, Community Development Director (P) 850.837.4242 jbryla@cityofdestin.com	<i>Various General Planning Service Contracts</i> - Renaissance has worked with Destin, to support a diverse array of projects for over 15 years on, including site plan transportation reviews, comprehensive plan and land development code updates, impact fee studies, and more.



SECTION 4 – PRICE

Part 5
PRICE PROPOSAL

Labor Category	Loaded Hourly Rate 2018	Estimated Hours	Total
Principal	\$248.47	150	\$37,270.50
Project Manager	\$182.81	300	\$54,843.00
Principal Planner	\$152.15	350	\$53,252.50
Transportation Planner	\$113.21	150	\$16,981.50
Planner	\$92.92	200	\$18,584.00
Engineer	\$120.54	250	\$30,135.00
Transportation Engineer	\$152.79	200	\$30,558.00
GIS	\$88.12	150	\$13,218.00
Graphics	\$96.08	150	\$14,412.00
Architect	\$141.13	150	\$21,169.50

Estimated Project Total * \$290,424.00

ATTACHMENT #2



WWW.CITIESTHATWORK.COM

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and RENAISSANCE PLANNING GROUP, INC., 121 S. Orange Avenue, Suite 1200, Orlando, Florida 32801, hereinafter referred to as the “CONTRACTOR”.

W I T N E S S E T H:

WHEREAS, pursuant to the CITY’s Purchasing Policy Manual piggyback purchases are authorized when determined to be in the best interest of the CITY; and

WHEREAS, the CITY has determined that it is in its best interest to utilize the General Consulting Services for Planning & Development Agreement between Seminole County and the CONTRACTOR, dated October 29, 2021, attached hereto as **Exhibit “A”**, and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract” which was competitively solicited for and negotiated by Seminole County through RFP-1932-18/TAD; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the CITY; and,

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall begin on the date of execution by the CITY through October 28, 2022, and in the event Seminole County extends the term of the Cooperative Contract, the CITY may extend the Term of this Piggyback Agreement.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Exhibit “A”** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

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

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

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803

CONTRACTOR: Renaissance Planning Group, Inc.
121 S. Orange Avenue, Suite 1200
Orlando, Florida 32801

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of any CITY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK: JESSICA BURNHAM
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
BURNHAMJ@CITYOFMOUNTDORA.COM

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the CITY for the scope of this Agreement.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
 3. 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request, in a format that is compatible with the information technology systems of the CITY.

SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

Signatures on Following Page

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

CITY OF MOUNT DORA

CRISSY STILE

MAYOR of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM
CITY CLERK

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

Sherry G. Sutphen
City Attorney

CONTRACTOR

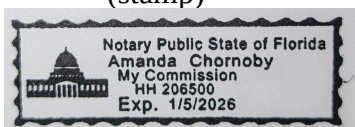
Print: Frank Kalpakis

Title: Principal

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [] physical presence or ☒ online notarization of Frank Kalpakis, as Principal of Renaissance Planning Group, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 9th day of March, 2022.

(stamp)



Online Notary Public. This notarial act involved the use of online audio/video communication technology.

NOTARY PUBLIC

Exhibit “A”
Cooperative Contract between
Seminole County and
Renaissance Planning Group, Inc.

Durrum, Tony

From: Durrum, Tony
Sent: Thursday, November 01, 2018 11:35 AM
To: David Nelson; 'Zeina Ahmed'
Cc: Wharton, William; Meeks, Lori
Subject: Completed Award Agreement RFP-1932-18/TAD - Master Services Agreement for Development Services
Attachments: Completed Award Agreement RFP-1932-18 (Renaissance).pdf

Good Morning,

Attached, please find an executed copy of the above referenced contract action. This email will serve as the County's electronic distribution for this item, and a certified copy will be retained in the Purchasing & Contracts Division Agreement File. Please forward a copy to all necessary individuals within your company.

Should you have any questions, please let me know.

Thank You,

Tony Durrum, CPPB, A.P.P., FCCM

Senior Procurement Analyst
Resource Management Department, Purchasing and Contracts Division
1301 East Second Street, Sanford, FL 32771-1468
Phone: 407-665-7123; Fax: 407-665-7956
Email: tdurrum@seminolecountyfl.gov
Website: www.seminolecountyfl.gov/purchasing

**MASTER SERVICES AGREEMENT FOR DEVELOPMENT SERVICES
(RFP-1932-18/TAD)**

THIS AGREEMENT is dated as of the 29th day of OCTOBER 2018, by and between **RENAISSANCE PLANNING GROUP, INC.**, duly authorized to conduct business in the State of Florida, whose address is 121 South Orange Avenue, Suite 1200, Orlando, Florida 32801, in this Agreement referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide expertise and technical skills to assist Seminole County in the update and implementation of the COUNTY's Comprehensive Plan, the Land Development Code, and conduct studies and produce reports as needed; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONSULTANT agree as follows:

Section 1. Services.

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and



depicted in the Work Orders authorizing performance of the specific project, task, or study. CONSULTANT is also bound by all requirements as contained in the solicitation package and all addenda to this package. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

(b) CONSULTANT may utilize labor categories that are not included in the fee proposal for each Work Order, but that have been approved in the Master Agreement. If a substitution is necessary, the work must be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order amount, and in no event may the Work Order amount be modified as a result of any changes in labor categories. CONSULTANT shall submit a written request to the COUNTY's Project Manager for approval of any substitution prior to the utilization of any labor category for service. The approval of COUNTY's Project Manager of any substitution must take place prior to submission of the invoice. Any approved labor category substitution must be based on the prevailing labor categories and their associated hourly rates established in the Master Agreement that are in effect on the date of COUNTY's approval for any substitution.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Work Orders will remain in effect until completion of the work authorized by the respective Work Order.

Section 3. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work

Order is attached as Exhibit B. Each Work Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the term of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be rendered by CONSULTANT must be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in the respective Work Order.

Section 5. Compensation. COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". The CONSULTANT will be compensated in accordance with the rate schedule attached as Exhibit C.

Section 6. Reimbursable Expenses.

(a) If a Work Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Fixed Fee," "Not-to-Exceed," or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or

its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at \$100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

Section 7. Payment and Billing.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Work Order.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. This approval, if provided by COUNTY, must indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and

completed, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Fixed Fee Basis. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders that are One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders under One Hundred Thousand and No/100 Dollars (\$100,000.00) in value issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order that is One Hundred Thousand and No/100 Dollars (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount must be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may release the retainage or any portion of it at COUNTY's sole and absolute discretion.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and

completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice must be sent to:

Development Services Department
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

(i) Upon review and approval of CONSULTANT's invoice, COUNTY shall pay CONSULTANT the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 8. General Terms of Payment and Billing.

(a) Upon satisfactory completion of work required under this Agreement and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of a proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONSULTANT and COUNTY. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONSULTANT. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONSULTANT shall make such materials available at CONSULTANT's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 9. Responsibilities of CONSULTANT.

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without

additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

Section 10. Ownership of Documents. All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Section 11. Termination.

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any Work Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials

of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

(c) If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONSULTANT will be liable to COUNTY for all reasonable additional costs associated with CONSULTANT's failure to fulfill its obligations under this Agreement.

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

(e) If after notice of termination for CONSULTANT's failure to fulfill its obligations under this Agreement, it is determined that CONSULTANT did not so fail, the termination will be

conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 12. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement will prevail.

Section 13. Equal Opportunity Employment. CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 15. Conflict of Interest.

(a) CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONSULTANT to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONSULTANT hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state or federal agency.

Section 16. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Section 17. Subcontractors. CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 18. Indemnification of COUNTY. CONSULTANT shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the

negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Agreement.

Section 19. Insurance.

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONSULTANT shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONSULTANT's insurance must cover CONSULTANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONSULTANT. In the event CONSULTANT does not own automobiles, CONSULTANT shall maintain coverage for hired and non-owned auto liability for autos used by CONSULTANT, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 and/or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an

occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 20. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONSULTANT hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 21. Representatives of COUNTY and CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONSULTANT, COUNTY shall designate and advise CONSULTANT in writing of one or more COUNTY employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONSULTANT shall designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

Section 22. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 23. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective

unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 24. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent CONSULTANT with respect to all services performed under this Agreement.

Section 25. Employee Status. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 26. Services Not Provided For. No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

Section 27. Public Records Law.

(a) CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONSULTANT shall provide COUNTY with all requested public records in CONSULTANT's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONSULTANT specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and shall perform the following:

(1) CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONSULTANT shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONSULTANT shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONSULTANT. CONSULTANT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, RHOOPER@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 28. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 29. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

Section 30. Patents and Royalties. Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made, CONSULTANT shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 31. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Development Services Department
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

For CONSULTANT:

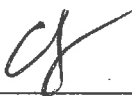
Renaissance Planning Group, Inc.
Attn: Chris Sinclair/David Nelson
121 South Orange Avenue, Suite 1200
Orlando, Florida 32801

Section 32. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 33. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:



DANIEL HARDY, Secretary

(CORPORATE SEAL)

RENAISSANCE PLANNING GROUP,
INC.

By: 

KATHARINE ANGE, President

Date: 9/20/18

[Balance of this page intentionally blank; signatory page continues on Page 25.]

Anthony A. Durum
Witness

Anthony A. Durum
Print Name

G. Marrozos
Witness

Gladys Marrozos
Print Name

SEMINOLE COUNTY, FLORIDA

By: RAY HOOPER
Purchasing and
Contracts Manager

Date: 10/29/18

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its August 28,
2018, regular meeting.

Approved as to form and
legal sufficiency.

David G. Shalh
County Attorney

DGS/dre
9/11/18

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule

T:\Users\Legal Secretary CSB\Purchasing 2018\RFP-1932 TAD Renaissance Planning.docx

Part 1**GENERAL INFORMATION - SCOPE OF SERVICES**

Purpose: Seminole County (herein referred to as the 'COUNTY') is requesting written proposals from qualified firms with expertise and technical skills to assist Seminole County Staff in the update and implementation of the County's Comprehensive Plan, the Land Development Code, and conduct studies and produce reports as needed. The engineering services listed are for non-CCNA work like planning consulting and preparation of guidelines requirements for various projects.

General Task assignments that may be performed by the Consultant under this Agreement may include, but are not limited to the following subjects:

General Planning and Development

- Land Use/Growth Management Planning Studies
- Financial/Fiscal Analysis
- Small Area Studies
- Urban/Rural Development Studies
- Facilities/Service Studies
- Economic Development Analysis/Studies
- Redevelopment and Market Analysis/Studies
- Comprehensive Plan Amendments Studies/Updates/Reviews
- Required Comprehensive Plan Evaluation and Appraisal analysis
- Intergovernmental Agreements
- Joint Planning Area Agreements
- Socio-Economic Data Estimates, Projections and Studies
- Land Development Code Regulations
- Ordinances
- GIS/Mapping/Graphic Art
- Development Design Guidelines/Standards
- Review of projects for Compliance to Development Standards/Code/Laws
- Conservation and/or Recreation Planning
- Environmental Planning Studies, including studies of springs and springsheds
- Public Safety Studies
- "Green" Planning and Development Studies
- Coordinate with MetroPlan Orlando and other agencies/jurisdictions in the preparation of studies and reports
- Traffic Impact Analysis Studies and Review
- Transit Studies
- Transportation Data Collection
- Corridor Area Studies
- Trail/Pedestrian/Bicycle Studies
- Traffic Calming Studies
- Road Impact Fee/Concurrency
- Mobility Fee Studies
- Transit-oriented design standards or studies
- Develop strategies and processes for integration of multiple modes of transportation with development plans
- Assist in the review, creation, and implementation of transportation strategies, such as transportation demand management, parking management, mobility fees, and other approaches
- Preparation of any studies, reports, analysis, data collection, or design in relation to the commuter rail stations or surrounding area
- Prepare and present presentations for various groups to include, but not limited to, the Seminole County Board of County Commissioners, County Advisory Boards, and Citizen Interest Groups
- Coordinate with and represent the County at Public Meetings
- Prepare materials for Public Meetings

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Master Agreement Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds
☐ retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed within calendar days from the effective date of this Work Order. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

Work Order Amount: _____ DOLLARS (\$) _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST/WITNESS:

Consultant

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____
Ray Hooper, Purchasing & Contracts Manager

(Procurement Analyst)

Date: _____
As authorized for execution by the Board of County Commissioners at their _____, 20__ regular meeting, pursuant to Section 3.554 of the Seminole County Administrative Code.

OC # _____ ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated

hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.
- i) FLORIDA PUBLIC RECORDS ACT.
 - (i) Consultant must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Work Order which are subject to the public records act, Chapter 119, *Florida Statutes* and as stated in the Master Services Agreement.

Part 5
PRICE PROPOSAL

Labor Category	Loaded Hourly Rate 2018	Estimated Hours	Total
Principal	\$248.47	150	\$37,270.50
Project Manager	\$182.81	300	\$54,843.00
Principal Planner	\$152.15	350	\$53,252.50
Transportation Planner	\$113.21	150	\$16,981.50
Planner	\$92.92	200	\$18,584.00
Engineer	\$120.54	250	\$30,135.00
Transportation Engineer	\$152.79	200	\$30,558.00
GIS	\$88.12	150	\$13,218.00
Graphics	\$96.08	150	\$14,412.00
Architect	\$141.13	150	\$21,169.50

Estimated Project Total * \$290,424.00



RENAPLA-04

KSMITH7

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 1560 Orange Avenue, Suite 750 Winter Park, FL 32789	CONTACT NAME:	
	PHONE (A/C, No, Ext): (407) 644-8689	FAX (A/C, No): (407) 644-9934
INSURED RENAISSANCE PLANNING GROUP INC 121 S. Orange Ave #1200 Orlando, FL 32801	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Underwriters Insurance Company	NAIC # 30104
	INSURER B : Continental Casualty Company	20443
	INSURER C : Federal Insurance Company	20281
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		21SBABY9797	12/14/2017	12/14/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		21SBABY9797	12/14/2017	12/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X		21SBABY9797	12/14/2017	12/14/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6045718965	01/02/2018	01/02/2019	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			82503143	08/31/2018	08/31/2019	Professional 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP-1932-18/TAD - Seminole County, its officials, officers and employees are listed as additional insured with respect to general liability as required by written contract. *30 days notice of cancellation or material changes applies except *10 days for non-payment. Primary and non-contributory applies to the additional insured.

CERTIFICATE HOLDER

CANCELLATION

Seminole County Seminole County Services Building 1101 East 1st St Sanford, FL 32771	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>William Brown</i>



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Endorsement Expiration Date:

Policy No: WC 6 56838737

Policy Effective Date: 01/02/2018

Policy Page: 35 of 57

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured – Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

BUSINESS LIABILITY COVERAGE FORM

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

BUSINESS LIABILITY COVERAGE FORM

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



September 1, 2021

Renaissance Planning Group, Inc.
121 South Orange Avenue, Suite 1200
Orlando, FL 32801

Re: Renewal #1 – RFP-1932-18/TAD: Master Services Agreement for Development Services

To Whom It May Concern:

Pursuant to Seminole County Purchasing Code Section 3.554(4), this notice shall serve as authorization to renew the above agreement from **October 29, 2021 through October 28, 2022** as approved by the Seminole County Board of County Commissioners. Current pricing, terms and conditions shall remain the same.

Please remember to keep this office up to date with a current certificate of insurance *with the above contract number referenced on the certificate* as required in the original, contract agreement.

Appropriate County departments and divisions will be notified of this Contract renewal action.

Thank you for your interest in doing business with Seminole County. If you have any questions or need further assistance, please contact our office.

Sincerely,

Michael Guild
Procurement Analyst

cc: Seminole County Development Services
County Comptroller's Office
County Attorney's Office
File



CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Meeting Minutes
- March 7, 2022 Worksession City Council Minutes
- March 15, 2022 Regular City Council Minutes
- March 15, 2022 CRA Governing Board Minutes
- March 4, 2022 Building Height Advisory Committee Minutes
- March 17, 2022 Building Height Advisory Committee Minutes

Introduction:

This is a request for City Council to approve meeting minutes.

Discussion:

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

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation City Council to Approve Meeting Minutes.

Attachment(s):

1. March 7, 2022 Worksession City Council Minutes
2. March 15, 2022 CRA Governing Board Minutes
3. March 15, 2022 Regular City Council Minutes
4. March 4, 2022 Building Height Advisory Committee Minutes
5. March 17, 2022 Building Height Advisory Committee Minutes

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Jeanann Hand, Deputy City Clerk

Final Approval - 3/30/2022

CITY OF MOUNT DORA, FLORIDA
MINUTES



March 7, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called the City Council Worksession to order at 10:38 A.M. in the Mount Dora Council Chambers.

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Austin Guenther, District 3
Nate Walker, District 5

Also Present

Patrick C. Comiskey, City Manager
Jessica Burnham, City Clerk

Absent

Doug Bryant, At-Large

DISCUSSION ITEMS

1. Parking

Adam Sumner, Deputy Planning and Zoning Director/CRA Manager, provided the Council with an overview of the agenda item and went over a presentation of the parking within the City which is attached as Exhibit "A".

Mr. Sumner spoke about the parking history, solutions, and needed inventory.

Discussion ensued on paid parking and parking garages,

Mayor Stile inquired about the spaces on the third avenue being diagonal vs parallel. To which George Marick, City Engineer, answered that they could be diagonal.

Discussion took place on reverse angle parking and Smart City Parking Solution,

Jim Faulkner, IT Director, spoke about the smart city parking solution.

David Nelson, Renaissance Planning Group, Inc., spoke about paid parking in the surrounding cities.

Discussion took place in regards to the parking lot at the Methodist church.

The Council members voiced their opinions on having a parking garage downtown.

Discussion took place on one-way streets within downtown.

Chief Bret Meade inquired about the alleyways within downtown and mentioned bringing back an ordinance change in regards to restricting parking in the alleyways within the downtown area.

FUTURE MEETING DATES

1. March 15, 2022 6:00 PM, Regular Session
2. April 5, 2022 6:00 PM, Regular Session
3. April 19, 2022 6:00 PM, Regular Session
4. May 3, 2022 6:00 PM, Regular Session

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 12:18 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JESSICA BURNHAM
City Clerk

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



March 15, 2022

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called the CRA Governing Board to order at 8:41 PM in the Mount Dora Council Chambers.

PUBLIC COMMENTS

Chairperson Stile opened public comment

No one spoke

Chairperson Stile closed public comment

CONSENT AGENDA

ACTION ITEMS

DISCUSSION ITEMS

1. Request approval of High Value Job Creation Creation Grant Incentive Program Agreement with Steamroller Studios, LLC.

Adam Sumner, Deputy Planning and Zoning Director/CRA Manager, spoke on the agenda item and provided council with an overview.

Discussion ensued on the Grant incentive program.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE HIGH VALUE JOB CREATION CREATION GRANT INCENTIVE PROGRAM AGREEMENT WITH STEAMROLLER STUDIOS, LLC.; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES

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

NO

None

OTHER BUSINESS

ADJOURNMENT

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

There being no further business for discussion, the meeting adjourned at approximately 8:47 p.m.

CRISSY STILE, CHAIRPERSON
City of Mount Dora

JESSICA BURNHAM
City Clerk

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



**March 15, 2022
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called the Regular Session of City Council to order at 6:00 PM in the Mount Dora Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

Councilmember Bryant led a Moment of Silence and Pledge of Allegiance to the Flag.

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Austin Guenther, District 3
Nate Walker, District 5
Doug Bryant, At-Large

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jessica Burnham, City Clerk

PRESENTATIONS

1. Wekiva Trail Extension

Councilmember Bryant introduced Mr. Mike Stevens and provided the council with Mr. Stevens background information.

Mr. Stevens provided the Council with a presentation in regards to trails which is attached as Exhibit "A".

Discussion took place on the timeframes that trails take.

2. Bicycle Month Proclamation

Misty Sommer, Economic Development Manager, read the proclamation into the record.

3. First Baptist Church of Mount Dora 100th Anniversary Proclamation

Mayor Stile read the First Baptist Church of Mount Dora 100th Anniversary Proclamation.

4. Water Conservation Month Proclamation

Mayor Stile read the Water Conservation Month Proclamation.

PUBLIC COMMENTS

Mayor Stile opened public comment

Melissa Delmarco, 2121 Suzzanne Drive, spoke about a letter that was received by council in regards to making a change in the city attorney and asked council to be very cautious if they were to consider in house council.

Cathy Hoechst, 601 McDonald Street, spoke about the city attorney and asked the council to ask themselves questions in regard to the city attorney.

Monique Richison, 745 Hilltop Court, on behalf of resident John Tucker read his comments into the record.

Harmon Massey, 8009 Pine Hollow, spoke about the city attorney and stated that Ms. Sutphen has been a steady hand on a great number of things.

Carrol Jasskulski, 541 East 1st Ave, spoke on behalf of resident Glenna Burch and read her comments into the record.

Rozann Abato, 541 East 1st Ave, spoke about the letter that was sent to council in regards to the city attorney and mentioned it is best to keep a board-certified attorney.

Jamie Allen, 1303 East 5th Ave, spoke about the letter that was received by the council

Josh Hemingway, 1177 East 5th Ave, spoke about the city attorney and stated his view that she does not fit in with the city.

Bob Gorden, 601 East 5th Ave, mentioned the six people that had provided comments was a much smaller group than the petition group.

Mayor Stile Closed public input

APPROVAL OF AGENDA

City Manager Comiskey asked council to consider amending the agenda to include the approval of Resolution No. 2022-20, Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services - Cauley Lott Park (Evergreen Construction)

MOTION BY COUNCILMEMBER CATALDO TO APPROVE THE AGENDA WITH AN AMENDMENT TO THE AGENDA THAT CITY MANAGER COMISKEY STATED; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

CONSENT AGENDA

1. Request approval of Amendment 2 to Piggyback Agreement between the City of Mount Dora and Precision Contracting Services, Inc.
2. Request approval of Resolution No. 2022-13, authorizing the conveyance of certain described property to the Florida Department of Transportation (FDOT)
3. Request approval of the Piggyback Agreement between the City of Mount Dora and CEC Motor & Utility Services related to Electric Motor and Pump Repair Services
4. Request approval of the Change Order and Amended Task Authorization with Faden Builders, Inc., related to the Pedestrian Crossings
5. Request Approval of Meeting Minutes
- March 15, 2022 Regular City Council Minutes

MOTION BY COUNCILMEMBER WALKER TO APPORVE THE CONSENT AGENDA; SECONDED BY CONCILMEMBER CATALDO. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request approval of Resolution No. 2022-15, Federal RAISE Grant Application for the Wekiva Trail Extension

Sherry Sutphen, City Attorney, read Resolution No. 2022-15, Federal RAISE Grant Application for the Wekiva Trail Extension, by title only.

RESOLUTION NO. 2022-15

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2022 REBUILDING AMERICA INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT FOR THE WEKIVA TRAIL EXTENSION PROJECT (SEGMENT 1 AND SEGMENT 5); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF

PRIOR RESOLUTIONS; PROVIDING FOR COMMITMENT TO SHARE IN FEES AND EXPENSES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sommer gave an overview of the agenda item.

Discussion took place on the grant application.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION NO. 2022-15, FEDERAL RAISE GRANT APPLICATION FOR THE WEKIVA TRAIL EXTENSION; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

Mayor Stile called the meeting to a break at 7:15.

Mayor Stile called the meeting back to order at 7:20.

2. Request Approval of Resolution No. 2022-20, Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services - Cauley Lott Park (Evergreen Construction)

****This item was added to the agenda.***

Ms Sutphen read Resolution No. 2022-20, Task Authorization/Guaranteed Maximum Price (GMP) for CMAR Services - Cauley Lott Park (Evergreen Construction), by title only.

RESOLUTION NO.2022-20

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE GUARANTEED MAXIMUM PRICE FROM EVERGREEN CONSTRUCTION MANAGEMENT, INC.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR WAIVER OF SOLICITATION LIMITATION AND APPROVAL OF TASK AUTHORIZATION; PROVIDING

FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sutphen spoke on the agenda item and mentioned why council was seeing this task authorization attached to a resolution.

Chet Cramer, Project Manager, gave an overview of the project

Discussion took place on the posts for the basketball court covering, on the pavilions, the seating area at the ampithearte, and the landscaping in the park.

MOTION BY COUNCILMEMBER WALKER TO APPROVE RESOLUTION NO. 2022-20, TASK AUTHORIZATION/GUARANTEED MAXIMUM PRICE (GMP) FOR CMAR SERVICES - CAULEY LOTT PARK (EVERGREEN CONSTRUCTION); COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Walker Councilmember Rolfson Councilmember Guenther Councilmember Bryant Councilmember Cataldo Vice-Mayor Crail Mayor Stile
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NO	None
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DISCUSSION ITEMS

1. Discussion regarding the City Attorney

Mayor Stile stated the reasons why this item was placed on the agenda.

Discussion ensued on the possibility of having a matrix to evaluate the city attorney, past city attorneys, the FDLE investigation into Mr. Homich, and the current city attorney's job performance.

Ms. Sutphen spoke on the FDLE report and stated she is honored to represent the City of Mount Dora.

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

1. Request approval of Final Reading of Ordinance No. 2022-04, Annexation for 6.96 Acres at US 441 and Bristol Lakes Road.

Ms. Sutphen read Ordinance No. 2022-04, Annexation for 6.96 Acres at US 441 and Bristol Lakes Road by title only.

Ordinance No. 2022-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Vince Sandersfeld, Planning and Zoning Director, stated there have been no changes from the first reading.

Mayor Stile opened public hearing

No one spoke

Mayor Stile closed public hearing

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE FINAL READING OF ORDINANCE NO. 2022-04, ANNEXATION FOR 6.96 ACRES AT US 441 AND BRISTOL LAKES ROAD.; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Councilmember Rolfson Councilmember Walker Councilmember Bryant Councilmember Cataldo Councilmember Guenther Vice-Mayor Crail Mayor Stile
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NO	None
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2. Request approval of Final Reading of Ordinance No. 2022-06, Change in Zoning for Mount Dora Self Storage Final PUD

Ms. Sutphen read Ordinance No. 2022-06, Change in Zoning for Mount Dora Self Storage Final PUD, by title only.

Ordinance No 2022-06

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND NORTH OF LIMIT AVENUE (MOUNT DORA SELF STORAGE); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld stated there has been no changes from the first reading

Mayor Stile opened public hearing

No one spoke

Mayor Stile closed public hearing

MOTION BY VICE-MAYOR CRAIL TO APPROVE FINAL READING OF ORDINANCE NO. 2022-06, CHANGE IN ZONING FOR MOUNT DORA SELF STORAGE FINAL PUD; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO	None
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CITY MANAGER

1. City Manager's Report

City Manager Comiskey mentioned the City was notified that the Fire Station 34/Emergency Operations Center (\$500,000) and Hilltop Stormwater (\$103,836) appropriations are included in the State budget as of March 8, 2022. The City's lobbying firm will provide updates as they become available.

Joe Grusauskas, Public Works and Utility Director, stated the city will have an odor control system very soon.

2. Lobbyist Update

CITY ATTORNEY'S REPORT

No report.

COMMUNICATIONS AND REPORTS

1. Council Member Austin Guenther

Inquired if the dividers between the council seats could be removed in the council chambers.

2. Council Member Cal Rolfson

Stated the legislative had adjourned and mentioned that the Florida League of Cities will have an overview.

3. Council Member Nate Walker

No report

4. Council Member Doug Bryant

No report

5. Council Member John Cataldo

Provided thanks to staff and Mr. Grusauskas' team.

6. Vice-Mayor Marc Crail

Spoke on the welcome bridge to Mount Dora and stated he is pleased that the letters will be reordered and changed to white letters.

7. Mayor Crissy Stile

Spoke on the thirty dollar fee for late utility payments and asked for it could be placed on a future agenda for further discussion.

FUTURE MEETING DATES

1. April 5, 2022, 6:00 PM, Regular Session
2. April 19, 2022, 6:00 PM, Regular Session
3. May 3, 2022, 6:00 PM, Regular Session
4. May 17, 2022, 6:00 PM, Regular Session

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOUR; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

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

CRISSY STILE, MAYOR
City of Mount Dora

JESSICA BURNHAM
City Clerk

Exhibit "A"



2021 TRAILS SUMMIT

April 29, 2021

- On November 19, 2019, the Lake 100, Lake County League of Cities, and Chamber Alliance of Lake County hosted a summit at LSCC for community leaders to discuss trail planning and development within Lake County
- At the June 16 and July 7, 2020, budget development workshops the Board discussed opportunities to develop additional multi-use trails throughout Lake County
- The Public Works Department and Office of Parks and Trails have evaluated priorities with respect to the adopted trails master plan to provide a recommendation for select studies over the next five years



LAKE COUNTY TRAILS MASTER PLAN

- The Trails Master Plan was adopted September 2018 by the Board
- Extensive outreach effort included public workshops, municipalities, Lake-Sumter MPO, Parks, Recreation, & Trails Advisory Board, and Tourist Development Council
- Prioritization criteria for ranking includes connectivity, environmental impacts, economic development, and community support
- The top ranked trails total 166 miles in length at an estimated construction cost of \$113 million

PRIMARY TRAIL CORRIDORS



A

RIVER TO HILLS

BLACK BEAR TRAIL
HARTLE ROAD / CR 455 TRAIL
LAKE JEM TRAIL
NORTH LAKE TRAIL

B

WEKIVA

LEESBURG-WILDWOOD TRAIL
TAV-LEE TRAIL
WEKIVA TRAIL

C

COAST TO COAST

SOUTH LAKE TRAIL

D

LAKE RIDGE

GARDENIA TRAIL
SOUTH LAKE - CITRUS RIDGE TRAIL
US 27 TRAIL

E

LAKE DENHAM
WEST LAKE

F

CENTRAL LAKE
GREEN MOUNTAIN SCENIC

TRAILS CORRIDORS' STATUS

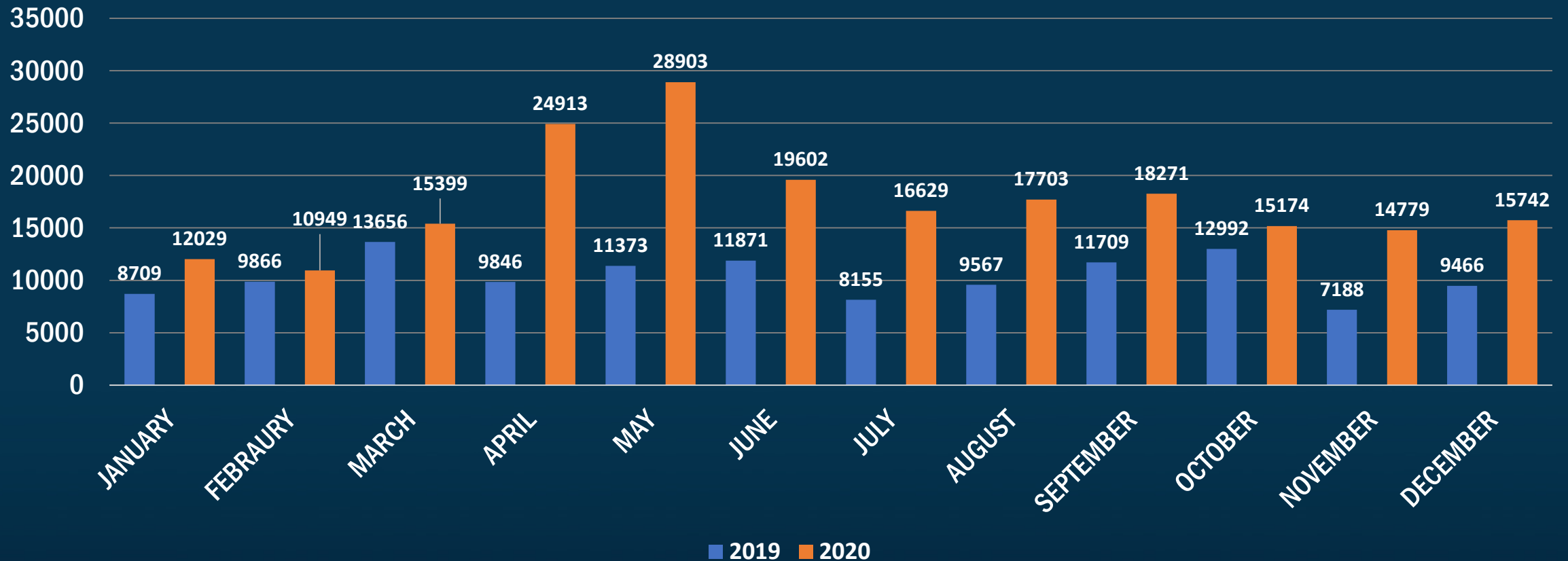


- S** FEASIBILITY STUDY
- ◆ PDE FUNDED
- PDE COMPLETE
- ◉ IN DESIGN
- R** R/W FUNDED
- ▨ UNDER CONSTRUCTION
- COMPLETED TRAIL



SOUTH LAKE TRAIL USAGE

COMBINED BICYCLE & PEDESTRIAN



2019 TOTAL - 124,398

2020 TOTAL - 210,093

TRAIL CONSTRUCTION

- **Lake County does not have a designated funding source to construct new multi-use trails**
- **The cost to construct a paved trail is typically \$443,500 per mile for the pathway only, not including boardwalks, bridges, walls, and tunnels**
- **Right of Way costs are highly variable depending on residential or commercial values**



TOTAL COUNTY AND FDOT INVESTMENT IN TRAILS 2000 – 2025

- Approximately \$22 million has been expended on paved trails from year 2000 through 2020 by FDOT and Lake County
- \$14.7 million is budgeted by FDOT and Lake County for fiscal years 2021 through 2025
- 34 miles of paved trail have been constructed or under construction from fiscal year 2000 through fiscal year 2020
- 3.7 miles of paved trails are programmed to be constructed from fiscal year 2021 through fiscal year 2025



Coast to Coast Trail

Connecting the Gaps



D7 Good Neighbor Trail Gap

(FM 437264-2)
West of SR 50/Cortez Blvd to Good Neighbor Trail

- Design and Right-of-Way acquisition underway
- Construction 2022

D7 Good Neighbor Trail Connector

(FM 435720-1)
West of Suncoast Parkway to SR 50/Cortez Blvd

- Construction underway

D5 SR 50

*Shared-use path included in the roadway project
(FM 435859-3)
Hernando/Sumter County line to east of CR 478A

- Right-of-Way acquisition and Environmental underway
- Construction 2022

D5 South Sumter Trail

(FM 435471-2)
SR 471 from SR 50 to CR 478

- Design underway
- Environmental 2022
- Construction 2023

D5

Orange County Gap Trail Segment 2

(FM 436433-1)
N Hiawasse Rd to N SR 414

- Design underway
- Construction 2026

D5

East Central Regional Rail Trail - Segment 4A

(FM 415434-8)
Guise Rd to Gobbler's Lodge Rd

- Construction underway

LEGEND

- Existing Trail
 - Project in Development
 - Strategic Intermodal System (SIS) Facilities
 - Planned SIS Facilities
 - County Boundaries
 - Urban Areas
 - Water
 - D5 District 5
 - D7 District 7
- 0 5 10 20 Miles

NOTES

No Warranties: This map and its content is made available by the Florida Department of Transportation (FDOT) on an "as is", "as available" basis without warranties of any kind, expressed or implied. This product is for reference purposes only and is not to be construed as a legal document or survey instrument. Information is subject to change.

Disclaimer of Liability: The user of this map and data assumes all responsibility and risk for the use of both. Under no circumstances, including negligence, shall the FDOT or its employees be liable for any direct, indirect, incidental, special, exemplary or consequential damages, or lost profits that result from the use, misuse or inability to use the map and data.

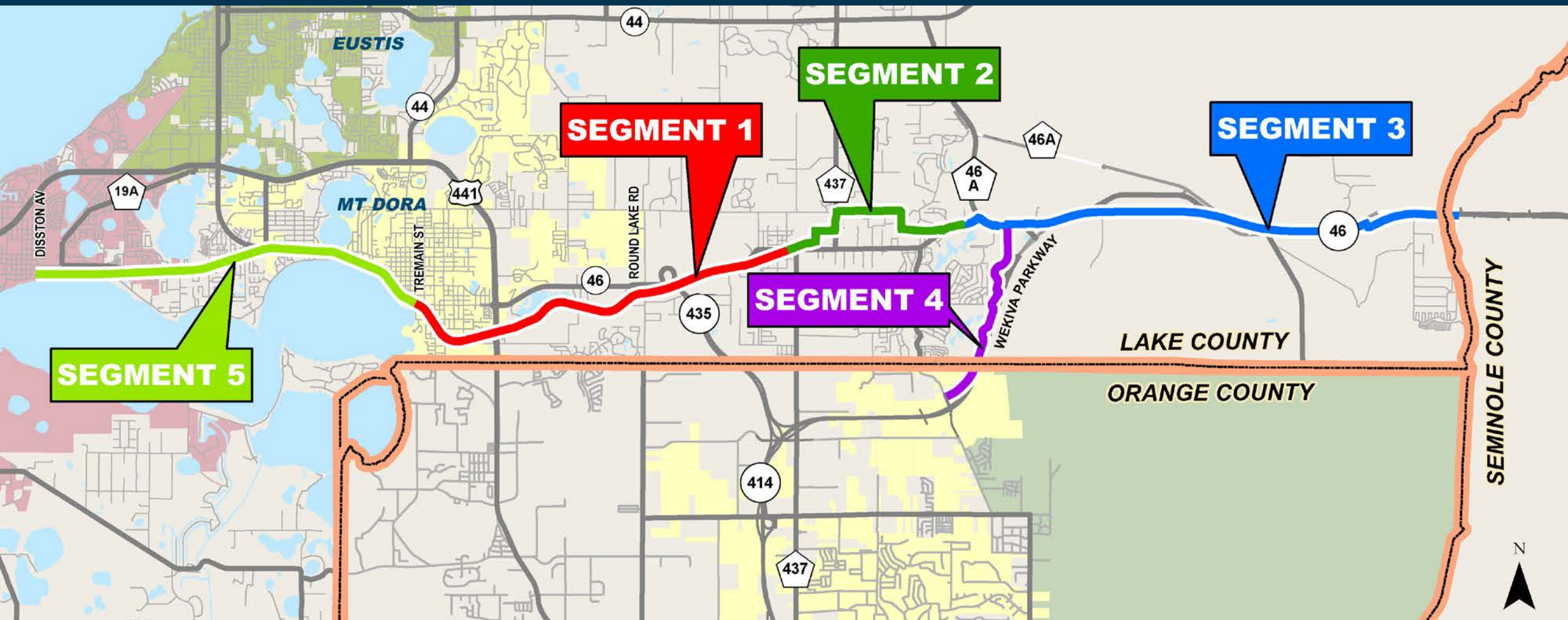
Additional trail information may be obtained by contacting your local government.

Work Program (WP): Financial Management (FM) numbers correspond to WP information. Development of the five-year WP is in accordance with Section 339.135 Florida Statutes. FDOT has based this WP on sound, multi-modal transportation concepts and the best available forecasts of costs and funding. As such, FDOT has the financial capacity to embark on projects as they are planned. However, any diversion of state revenues presently dedicated to transportation-related purposes could limit FDOT's ability to finance and deliver this WP. Circumstances, which are beyond the control of FDOT, may significantly influence the stability of this WP. See: www.fdot.gov/workprogram/aboutwp.htm.

Document Path: S:\ProjRecurring\SunTrail\GIS\Mapping\C2C\PDF\2020\SUNTrail_C2C_ConnectingGaps_2021-01-27.pdf

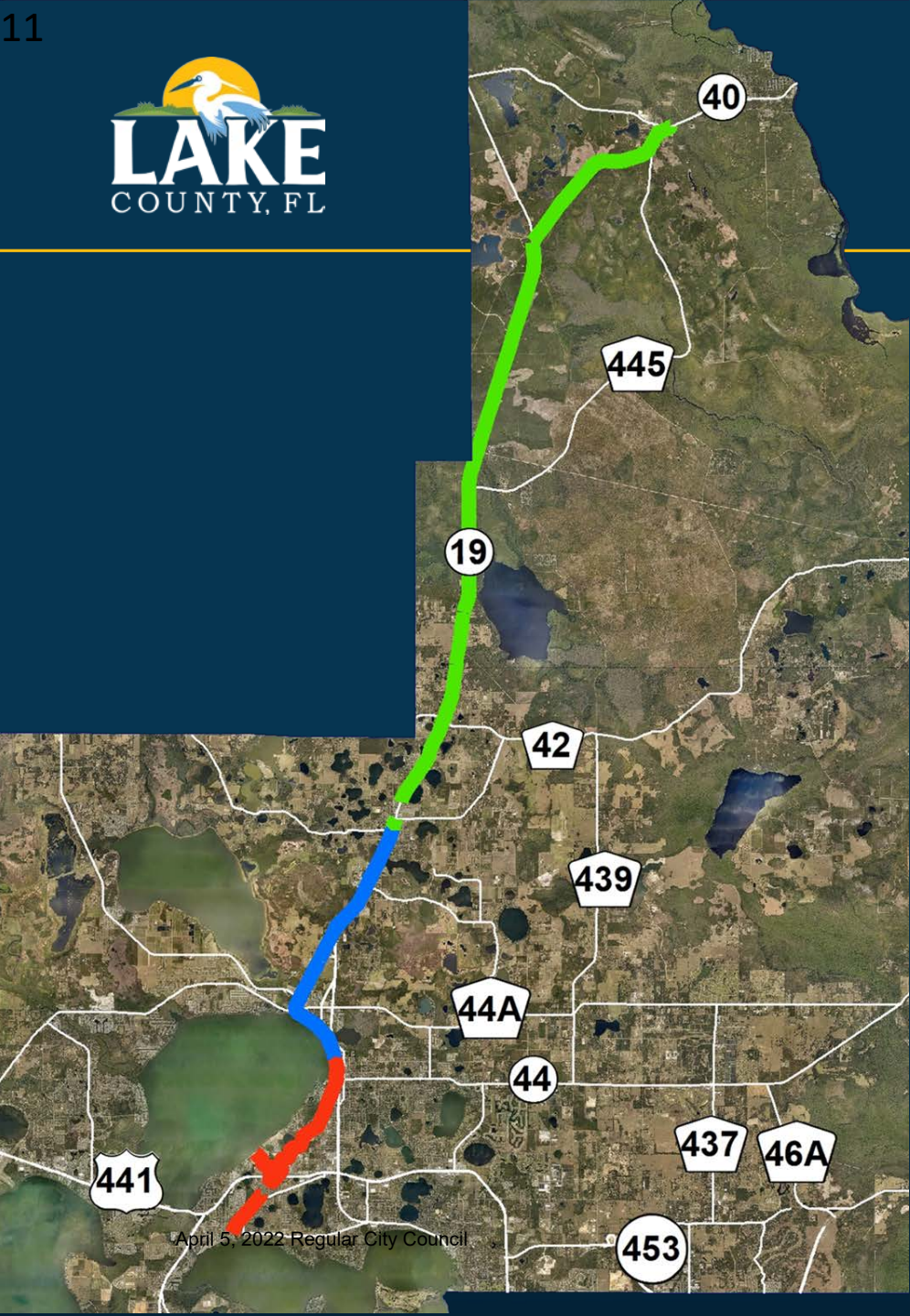


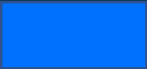
WEKIVA TRAIL

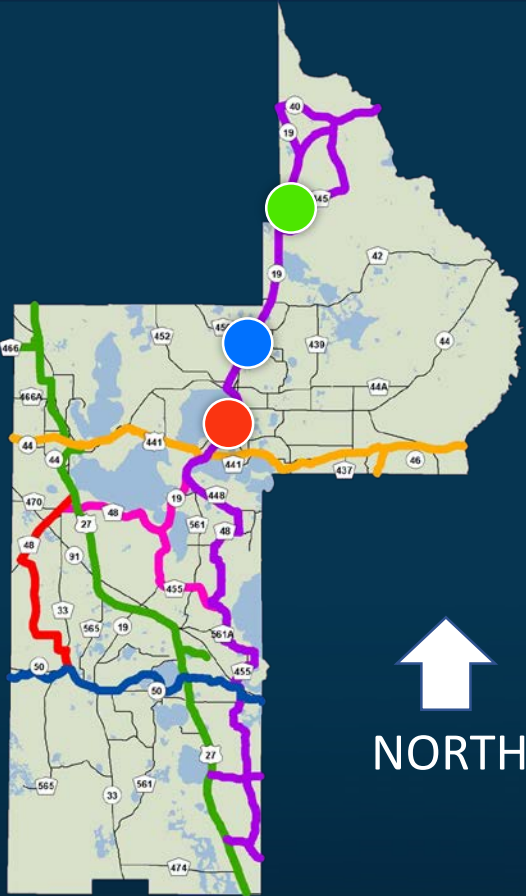




NORTH LAKE TRAIL



-  SEGMENT I
-  SEGMENT II
-  SEGMENT III





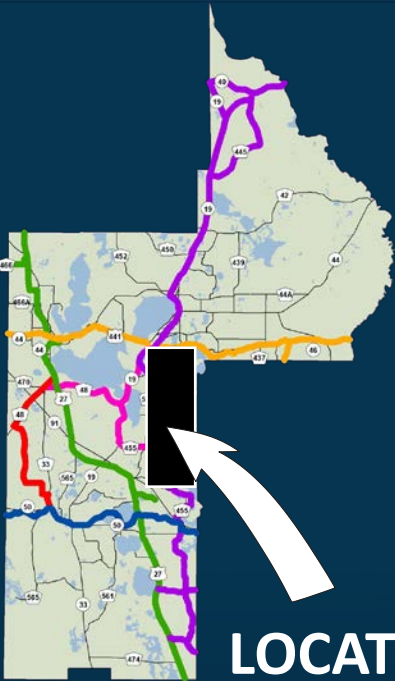
NORTH LAKE TRAIL SEGMENT IIIA

LOCATION



 PDE
2.75 MILES

 FEASIBILITY STUDY
1.1 MILES



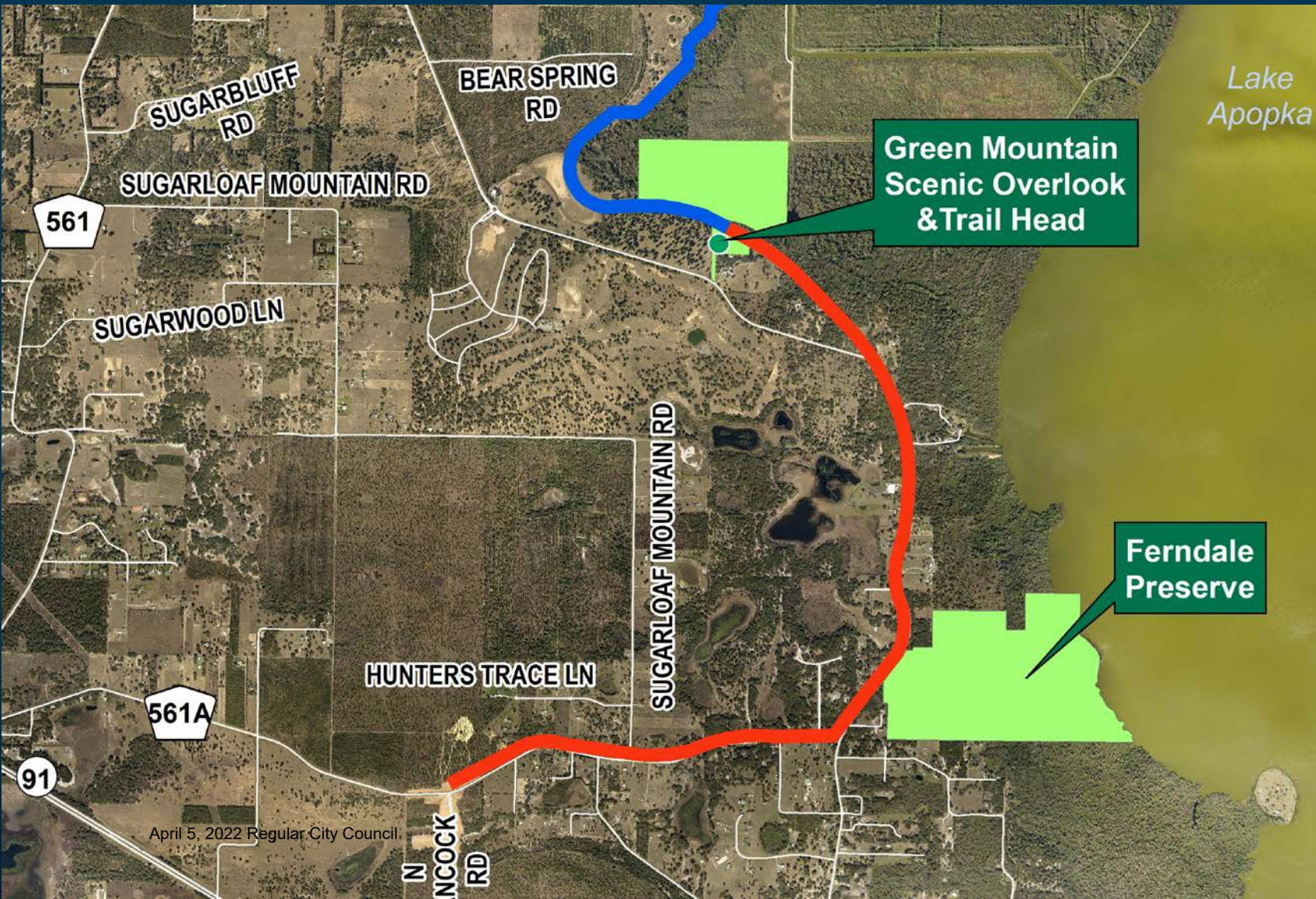
LOCATION



SEGMENT IV FEASIBILITY STUDY

7.5 MILES

SOUTH LAKE TO TAVARES TRAIL



 **SEGMENT I
FEASIBILITY STUDY
3.4 MILES**

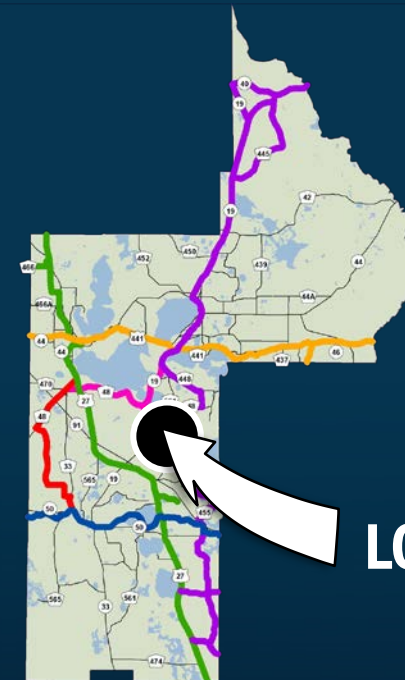


LOCATION

SOUTH LAKE TO TAVARES TRAIL

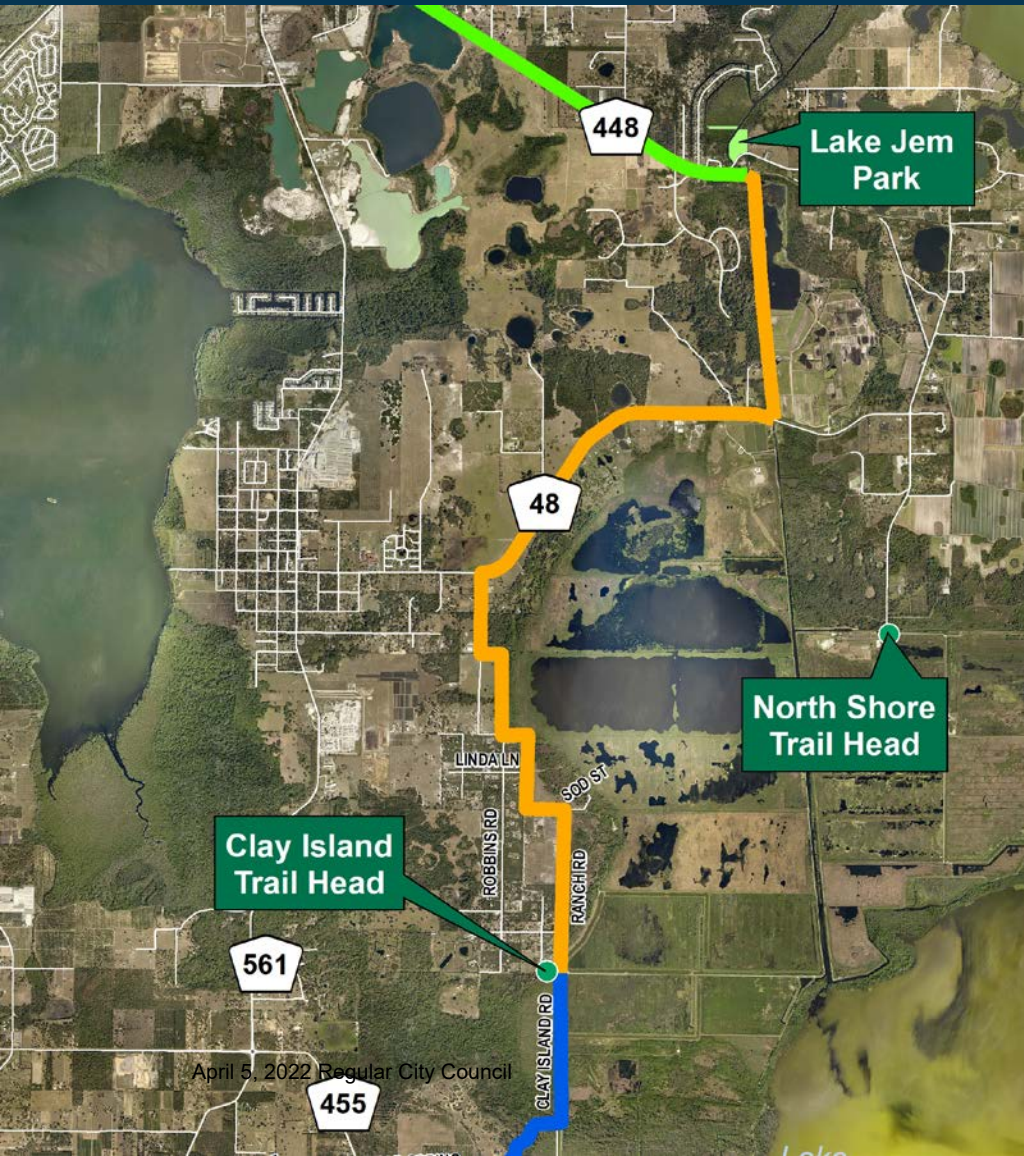


 **SEGMENT II
EXISTING
3.8 MILES**

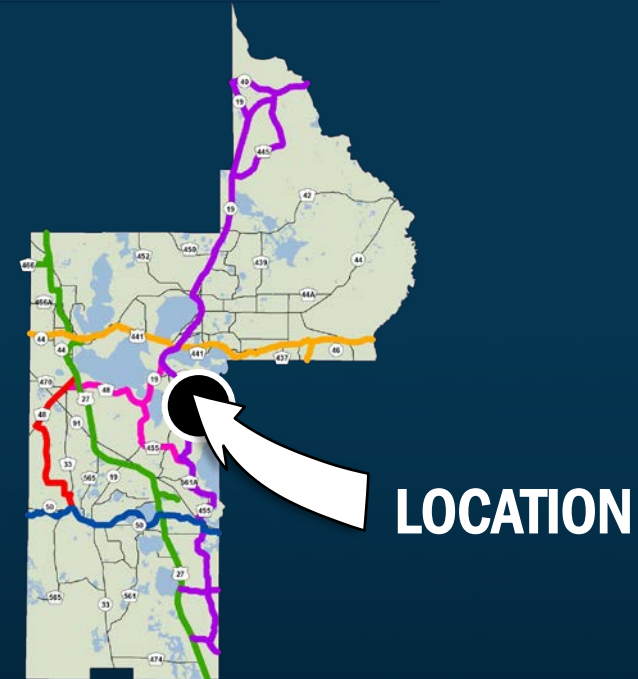


LOCATION

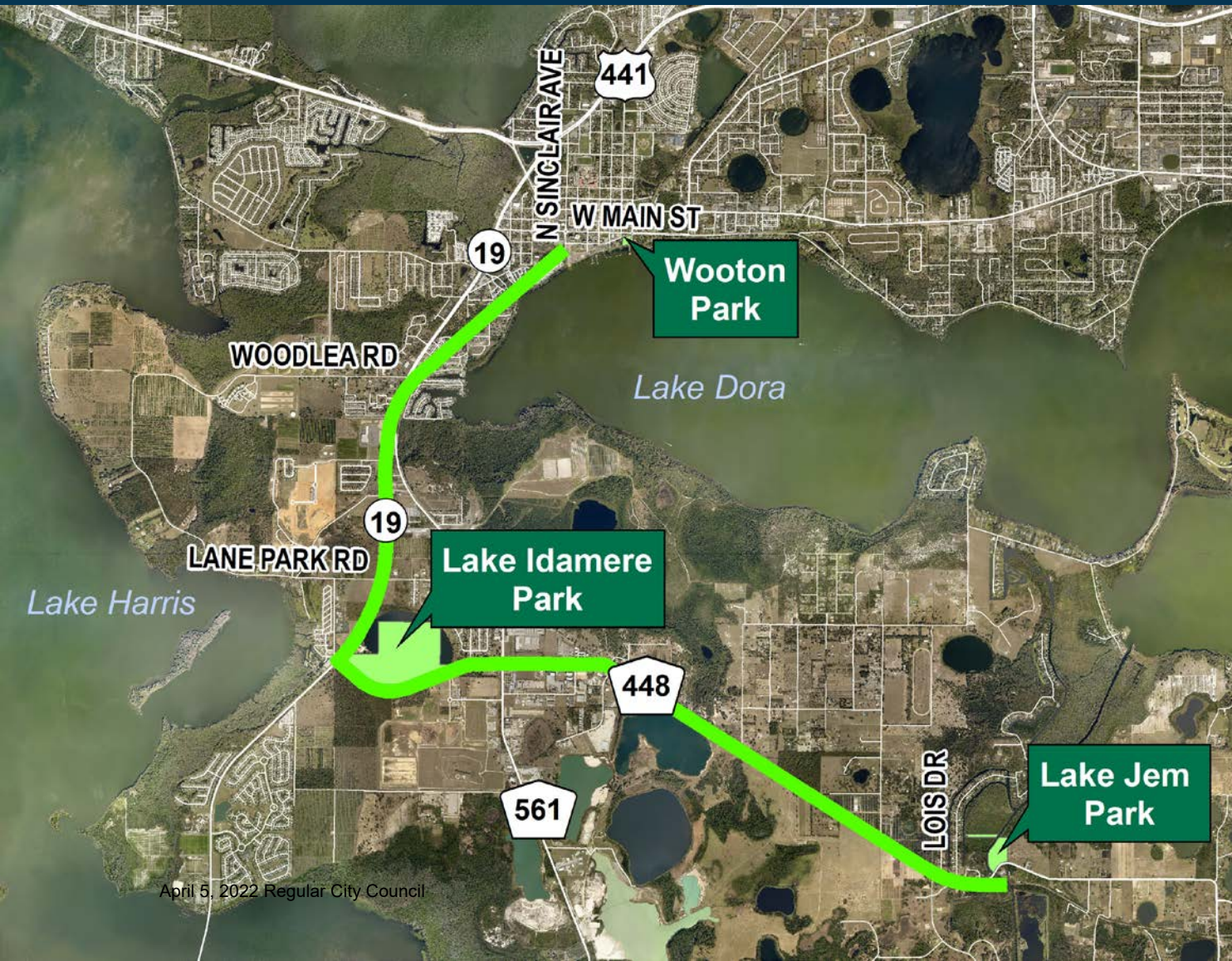
SOUTH LAKE TO TAVARES TRAIL



 **SEGMENT III**
FEASIBILITY STUDY
6.0 MILES



SOUTH LAKE TO TAVARES TRAIL

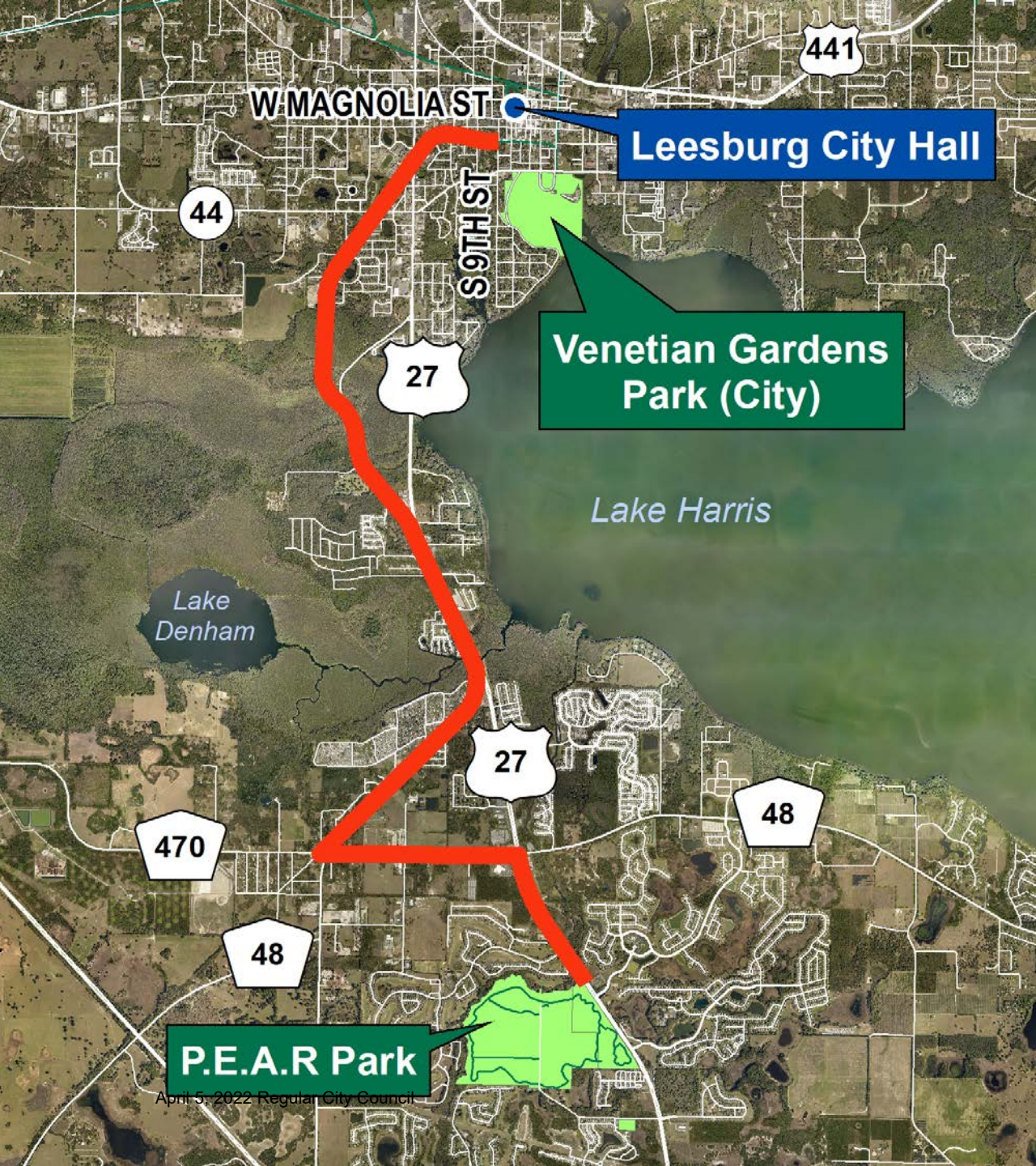


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 **SEGMENT IV**
FEASIBILITY STUDY
7.5 MILES



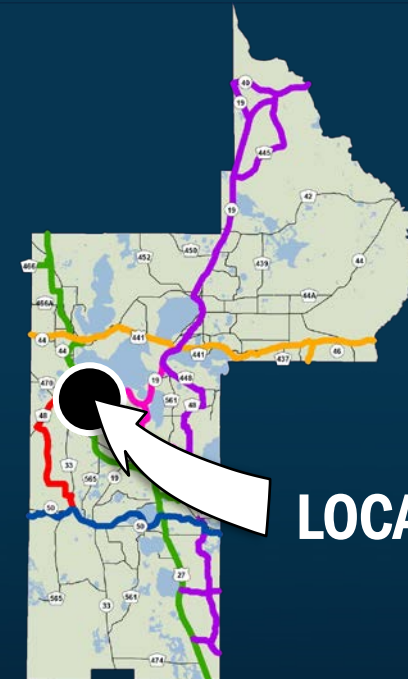
LOCATION



LAKE DENHAM TRAIL



SEGMENT 1
FEASIBILITY STUDY
7.28 MILES



LOCATION



PROGRAMMED TRAIL SCHEDULE

Project Name	2021	2022	2023	2024	2025
Wekiva Trail Segment 3 Hojin Street to Wekiva River	Complete Construction \$143,482 (\$3.3M)				
Wekiva Trail Segment 2 Sorrento and Mt. Plymouth	ROW Ongoing (\$2.8M)				
South Lake Trail Ph IIIB Groveland 2nd St to Silver Eagle Rd	DSN \$13,271	ROW \$2,374,000	ROW \$3,437,000	CST \$2,489,801	CST \$72,029
South Lake Trail Ph IV Lake-Sumter County Line to SR 50	ROW \$137,000	ROW \$647,000	ROW \$94,000		CST \$2,689,185
South Lake Trail SR 50 Realignment in Groveland from CR 565 (Villa City) to CR 565A (Montevista Road)	DSN/ROW -cost included with realignment				
Citrus Grove Road Phase IV & V N. Hancock Rd to Blackstill Lake Rd			CST \$1,709,000		
Wekiva Trail Segment 5 (Tav-Dora) Wooton Park to Tremain Street	PD&E \$500,000				
North Lake Phase IIIA E Collins St to E Altoona Rd	PD&E \$450,000				
Total Five Year: \$14,753,768	\$1,243,753	\$3,021,000	\$5,240,000	\$2,489,801	\$2,759,214

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PD&E: Project Development and Environment Study

DSN: Design

ROW: Right of Way

CST: Construction



PROPOSED TRAIL STUDY, DESIGN, AND RIGHT OF WAY SCHEDULE

Project Name	2021	2022	2023	2024	2025
Wekiva Trail Segment 5 (Tav-Dora)	PD&E	Build Grant	ROW*	DSN*	
North Lake Phase IIIA (E Collins St to E Altoona Rd)	PD&E	DSN*	ROW*		
North Lake Regional Park to SR 19 in Umatilla	Feasibility Study (Partner with Umatilla)	PD&E*	DSN*	ROW*	
South Lake to Tavares Trail Segment 1 (Hancock Rd to Green Mountain Scenic Overlook)		Feasibility Study	PD&E*	DSN*	ROW*
Lake Denham Segment 1 (PEAR Park to Leesburg)			Feasibility Study (Partner with Leesburg)	PD&E*	DSN*
North Lake Segment 1 (Tavares to Eustis)			Feasibility Study (Partner with Tavares and Eustis)	PD&E*	DSN*
North Lake Segment 2 (Eustis to Umatilla)				Feasibility Study (Partner with Eustis and Umatilla)	PD&E*

ECONOMIC IMPACT OF MULTI-USE TRAILS

The National Homebuilders Association determined that, “Trails add value to new homes and are consistently among the top four community amenities sought by prospective homeowners of all ages.”



ECONOMIC IMPACT OF MULTI-USE TRAILS

The National Board of Realtors concluded that, trails “increase the value of existing homes between 10-20% over similar homes in close proximity to trails.” Recently, in Central Florida that number has been quoted as an average increase in value of 5-6%.



ECONOMIC IMPACT OF MULTI-USE TRAILS



In 2015 the Bamoral Group conducted an economic impact study for the City of Mount Dora for the potential Wekiva Trail benefits, and found that the trail would generate approximately \$7.9 million in annual economic impact to the City of Mount Dora and support 114 new jobs.

A 2019 Economic Assessment of Florida State Parks found that the Cross Florida Greenway, and its associated 85+ miles of mountain bike trails, as well as its paved and limerock trails, provided the most Economic Impact to the State of Florida of any State Park providing \$264,726,648 in direct economic impact to the State.



ECONOMIC IMPACT OF MULTI-USE TRAILS

An October 2019 report from the Rails to Trails Conservancy calculated an average Return on Investment (ROI) of 7 to 1 for Multi-use Trails.



ECONOMIC IMPACT OF MULTI- USE TRAILS



Individuals that travel and use a longer Regional Trail for a day spend 4 times more than a local resident in the community, and individuals that spend the night spend 8 times more than a local resident in the community.



CITY OF MOUNT DORA, FLORIDA
BUILDING HEIGHT ADVISORY
COMMITTEE MINUTES



March 4, 2022

Call to Order

Having been duly advertised as required by law, Chairperson Tipton called the Building Height Advisory Committee to order at 1:30 p.m. in the Mount Dora Council Chambers.

Roll Call

Members Present

Lynn Tipton, Chairperson
Nick Girone
John Tucker
Thomas Pauls
Andrea Lothar
Greg Beliveau (Absent)
Tom Dring
Frank Kirwin
Kate Ondrasik
Harris Turner
James Homich

ALSO PRESENT

Vince Sandersfeld, Planning Director
Sherry G. Sutphen, City Attorney
Emily Ragusa, Administrative Coordinator

COMMITTEE MEMBER TURNER MADE A MOTION TO LIMIT ALL PUBLIC COMMENTS TO THREE MINUTES AS THE CHAIR-PERSON SEES FIT; COMMITTEE MEMBER TUCKER SECONDED THE MOTION.

Discussion ensued amongst the Committee regarding the motion.

Each Committee member expressed their concerns regarding the short time frame of three minutes and allowing the request for additional time.

MOTION WAS APPROVED BY A UNANIMOUS VOTE.

Public Comments

Chairperson Tipton opened public comment

No one spoke

Chairperson Tipton closed public comment

Approval of Minutes

- A. Request Approval of Meeting Minutes
- February 3, 2022, Building Height Advisory Committee Minutes

MOTION BY COMMITTEE MEMBER GIRONE TO APPROVE THE MEETING MINUTES FROM FEBRUARY 3, 2022, BUILDING HEIGHT ADVISORY COMMITTEE MINUTES; COMMITTEE MEMBER LOTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

Vice-Chair Lewis requested to amend the agenda to add an item under new business to which Chairperson Tipton answered there would be an "item E" under new business in regards to a memo from Vice-Chair Lewis.

Committee Member Kirwin requested to have an item added to new business in regards to recommendations to the City Council. Chairperson Tipton added the item to new business as "item F".

Committee Member Ondraisk requested to discuss Senate Bill 620. Chairperson Tipton added the item to new business as "item G".

Discussion Items - Old Business

- A. Update from Committee Member John Tucker on progress with scheduling a speaker to present to the committee (optional, if speaker is available)

Committee Member Tucker stated he was unable to reach the speaker.

- B. Update from Committee Member Kate Ondrasik

Committee Member Ondrasik spoke to the Planning & Zoning Director of Safety Harbor, Florida regarding similar things in their city regarding building heights.

Committee Member Ondrasik proceeded to give an update on their meeting and how the City of Safety Harbor dealt with this item.

Ms. Sutphen gave an update on Senate Bill 620 regarding how it was first proposed to what the Senate Bill is today.

Discussion ensued amongst the Committee members regarding the Safety Harbor update.

Discussion Items - New Business

A. Land Development Code Amendment for Building Height (Proposal) from Committee Member Thomas Pauls

Committee Member Pauls provided his presentation regarding the Land Development Code Amendment updates.

Discussion ensued amongst the Committee regarding the proposed Land Development Code Amendment updates.

Discussion ensued regarding the proposed Building Height Impact District map.

Vice-Chair Lewis stated he recused himself from the agenda item due to living within the drafted map area and resigned from the committee.

Discussion continued regarding creating an overall impact district map and a proposed Land Development Code update.

COMMITTEE MEMBER GIRONE MOTIONED TO BRING A PROPOSED ORDINANCE IN A TEMPLATE BACK AND TO INCLUDE THE REMOVAL OF THE FORTY FEET WITHIN ONE HUNDRED FEET OF LAKE DORA TO THE NEXT MEETING; COMMITTEE MEMEBER TUCKER SECONDED THE MOTION.

Discussion took place on the motion.

The motion was withdrawn.

Committee Member Pauls will draft a list of bullet points from the draft Land Development Code to present to the board for approval and forward to the City Council.

B. Discussion on providing a recommendation on the removal of a fifty-five foot parking garage language in Ordinance No. 2020-20

Chairperson Tipton stated this item was removed from the Proposed Land Development Code Update by Committee Member Pauls.

C. Charter Amendment Ordinance

City Attorney Sutphen gave clarification regarding the Charter Amendment process.

Discussion ensued regarding the addition of a draft Ordinance added to the Charter forwarded for the City Council approval.

Each Committee Member expressed their concerns regarding the Charter Amendment and added this item to the next agenda.

D. Alternative to a Charter Amendment

**This item was heard with item "C"*

E. Memo to the Committee from Vice-Chairperson Lewis

**This item was not heard as Vice-Chairperson Lewis resigned.*

F. Recommendations to the City Council.

**This item was discussed with item "C".*

G. Discuss Senate Bill 620

**This item was discussed under Old Business item "B".*

Announcement of next scheduled meeting

A. Scheduled Meeting Date/Time: March 17, 2022 at 1:30 pm

Committee members spoke about the items they would like to have on the next agenda.

Adjournment

There being no further business for discussion, the meeting adjourned at approximately 3:47 p.m.

LYNN TIPTON

Chairperson

JESSICA BURNHAM

City Clerk

CITY OF MOUNT DORA, FLORIDA
BUILDING HEIGHT ADVISORY
COMMITTEE MINUTES



March 17, 2022

Call to Order

Having been duly advertised as required by law, Chairperson Tipton called the Building Height Advisory Meeting to order at 1:30 PM in the Mount Dora Council Chambers.

Roll Call

Members Present

Lynn Tipton, Chairperson
Nick Girone
John Tucker
Thomas Pauls
Andrea Lothar
Greg Beliveau
Tom Dring
Frank Kirwin
Kate Ondrasik
Harris Turner
James Homich

ALSO PRESENT

Vince Sandersfeld, Planning Director
Sherry G, Sutphen, City Attorney (Via phone)
Jessica Burnham, City Clerk

Chairperson Tipton mentioned that she had received an email from Mr. Robert Vason who requested to be added to the agenda under new business.

The committee members voiced their opinions on the matter and no action was taken in regards to the request.

Election of Vice-Chair

MOTION BY COMMITTEE MEMBER ONDRASIK TO ELECT COMMITTEE MEMBER TUCKER AS VICE-CHAIR; COMMITTEE MEMBER GIRONE SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

Public Comments

Joe Lewis, 148 Charles Ave, spoke about the preview of the committee, the history of the downtown of Mount Dora, and suggested the committee speak to the stakeholders in the downtown area.

Robert Vason, speaking on behalf of the grassroots group, spoke about a letter that was sent to city council on January 22, 2022 and stated the group would like this subject to be placed on the ballot.

Approval of Minutes

- A. Request Approval of Meeting Minutes
 - February 17, 2022, Building Height Advisory Committee Minutes
 - March 4, 2022, Building Height Advisory Committee Minutes

Chairperson Tipton mentioned that the March 4, 2022 minutes are not yet finished, so the committee would only be voting on the approval of the February 17, 2022 Building Height Advisory Committee.

MOTION BY COMMITTEE MEMBER ONDRASIK TO APPROVE MINUTES FEBRUARY 17, 2022, BUILDING HEIGHT ADVISORY COMMITTEE MINUTES; COMMITTEE MEMBER BELIVEAU SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

Discussion Items - Old Business

- A. Discussion on Land Development Code Amendment for Building Height (Summary and proposed code changes) from Committee Member Thomas Pauls

Committee Member Pauls spoke about the document, provided background on how the document was created and gave a summary of the key revisions to the document.

Discussion ensued on undo hardship.

Committee members voiced their opinions on the summary and proposed code changes.

Discussion took place on possible recommendations that may be considered to send to the City Council.

Discussion Items - New Business

- A. Charter Amendment Ordinance

Chairperson Tipton called for a short recess at 3:10 p.m.

Chairperson Tipton called the meeting back to order at 3:17p.m.

MOTION BY COMMITTEE MEMBER HOMICH FOR THE CITY COUNCIL TO PLACE THE PETITION AS SUBMITTED BY THE PETITIONERS ON THE NEXT BALLOT; COMMITTEE MEMBER LOTHER SECONDED THE MOTION.

Discussion ensued on the motion.

YES Committee Member Homich
 Committee Member Lother
 Committee Member Girone
 Committee Member Dring
 Committee Member Kirwin

NO Committee Member Pauls
 Committee Member Beliveau
 Committee Member Ondrasik
 Committee Member Turner
 Vice-Chair Tucker
 Chairperson Tipton

MOTION FAILED BY A ROLL CALL VOTE.

Committee Members voiced the reasons behind their votes.

- B. Alternatives to Charter Amendment
- Potential Committee Recommendations to City Council
**This item was discussed under item "A"*

- C. Vote on Final Recommendation to City Council

MOTION BY COMMITTEE MEMBER ONDRASIK FOR THE CITY COUNCIL TO DRAFT ITS OWN ORDINANCE FOR A CHARTER AMENDMENT THAT WOULD INCLUDE A LIMITATION ON BUILDING HEIGHT AND ALSO A SPECIFIC PROCESS AND PROCEDURE FOR VARIANCES WHICH SHALL BE PLACED WITHIN THE LAND DEVELOPMENT CODE; SECONDED BY COMMITTEE MEMBER BELIVEAU. MOTION APPROVED BY ROLL CALL VOTE.

YES Committee Member Ondrasik
 Committee Member Beliveau
 Committee Member Dring
 Committee Member Kirwin
 Committee Member Turner
 Committee Member Girone

Committee Member Pauls
Vice-Chair Tucker
Chairperson Tipton

NO Committee Member Homich
Committee Member Lothar

MOTION BY COMMITTEE MEMBER ONDRASIK FOR THE CITY COUNCIL TO DRAFT AN ORDINANCE TO INCLUDE IN THE LAND DEVELOPMENT CODE THAT WAS PROVIDED TO THE COMMITTEE (DRAFTED BY COMMITTEE MEMBER TOM PAULS) AMENDING NUMBER SEVEN AND NUMBER FOUR AS DISCUSSED, TO ALLOW FOR A SPECIFIC VARIANCE FOR PROPERTIES WITHIN THE BUILDING HEIGHT IMPACT DISTRICT; COMMITTEE MEMBER BELIVEAU SECONDED THE MOTION. MOTION WAS APPROVED BY ROLL CALL VOTE.

YES Committee Member Ondrasik
Committee Member Beliveau
Committee Member Dring
Committee Member Turner
Committee Member Girone
Committee Member Pauls
Vice-Chair Tucker
Chairperson Tipton

NO Committee Member Homich
Committee Member Lothar
Committee Member Kirwin

MOTION BY COMMITTEE MEMBER ONDRASIK FOR THE CITY TO CONDUCT A SURVERY OF THE BUILDING HEIGHT IMPACT DISTRICT BUSINESS OWNERS REGARDING IMPACTS; SECONDED BY COMMITTEE MEMBER BELIVEAU. MOTION APPROVED BY ROLL CALL VOTE.

YES Committee Member Ondrasik
Committee Member Beliveau
Committee Member Dring
Committee Member Kirwin
Committee Member Turner
Committee Member Girone
Committee Member Homich
Committee Member Pauls
Vice-Chair Tucker
Chairperson Tipton

NO Committee Member Lothar

Discussion took place about the motions made.

Announcement of next scheduled meeting date - if needed: Thursday, March 24, 2022 at 1:30 pm

**COMMITTEE MEMBER HOMICH MOVED TO SUNSET THE COMMITTEE;
COMMITTEE MEMBER LOTHER SECONDED THE MOTION.MOTION FAILED
BY A ROLL CALL VOTE.**

YES Committee Member Homich
 Committee Member Lother
 Committee Member Kirwin

NO Committee Member Girone
 Committee Member Pauls
 Committee Member Beliveau
 Committee Member Dring
 Committee Member Ondrasik
 Committee Member Turner
 Vice-Chair Tucker
 Chairperson Tipton

Further, discussion took place on the Land Development Code and Charter Amendments.

Adjournment

***COMMITTEE MEMBER GIRONE MOTION TO SUNSET THE COMMITTEE; SECONDED
BY COMMITTEE MEMBER KIRWIN.APPROVED BY A VOICE VOTE. (10-1)***

***THERE BEING NO FURTHER BUSINESS FOR DISCUSSION, THE MEETING
ADJOURNED AT APPROXIMATELY 3:40 P.M.***

***LYNN TIPTON
CHAIRPERSON***

***JESSICA BURNHAM
CITY CLERK***



CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request to approve Resolution No. 2022-23, Information Technology Policy Manual Revisions

Introduction:

This is a request for City Council to approve Resolution No. 2022-23, Information Technology Policy Manual Revisions.

Discussion:

From time to time, internal policies must be updated to reflect changes in technology, ensure compliance with federal, state, and local laws, and to address inconsistent practices. The amendments to the current IT Policy are as follows:

- Policy 3.0 - Computer Software (page 5) - Under section 3.3 Software Acquisition, added:
 - *"The IT Department shall be supplied administrative login credentials for all software including web-based or SaaS (software as a service) applications, for the maintenance of users, data, and to ensure compliance with this policy and interface with the system."*
- New Policy 31.0 - Video Security System (pages 57-58)

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation City Council approve Resolution No. 2022-23, Information Technology Policy Manual Revisions Amendments to the IT Policy.

Attachment(s):

1. Resolution 2022-23.Information Technology Policy Manual.SGS
2. Exhibit A - IT Policy Manual Revisions.SGS

Prepared by: Jim Faulkner, Director of Information Technology

Reviewed by: Jim Faulkner, Director of Information Technology

Sherry Sutphen , City Attorney

Jessica Burnham, City Clerk

Jeanann Hand, Deputy City Clerk

Patrick Comiskey, City Manager

Approved - 3/21/2022

Approved - 3/30/2022

Approved - 3/30/2022

Approved - 3/30/2022

Final Approval - 3/31/2022

RESOLUTION NO. 2022-23

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE INFORMATION TECHNOLOGY POLICY MANUAL; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR POLICY AND ADOPTION OF REVISED POLICY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora adopts and maintains various policies in order to ensure the most efficient and effective performance of its City Departments; and

WHEREAS, from time to time, it is necessary for the City to amend, revise and/or restate certain of its policies in order to better express the vision of the City and accommodate the operations thereof; and

WHEREAS, the City has determined that it is in its best interest to adopt the updated Information Technology Policy Manual.

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

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Repeal of Prior Policy and Adoption of Revised Policy.

A. The City of Mount Dora hereby repeals any and all prior Information Technology Manuals in their entirety.

B. The City of Mount Dora hereby adopts the Information Technology Manual Policy attached hereto as **Exhibit "A"**.

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

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Information Technology Policy Manual, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2022.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jessica Burnham, City Clerk

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

Sherry G. Sutphen City Attorney

EXHIBIT “A”
City of Mount Dora
Information Technology Policy Manual



CITY OFTM MOUNT DORA

INFORMATION TECHNOLOGY

Policy Manual

Jim Faulkner
Director, Information Technology

Adopted by City Council November 4, 2008

Revised April 5, 2022

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DRAFT

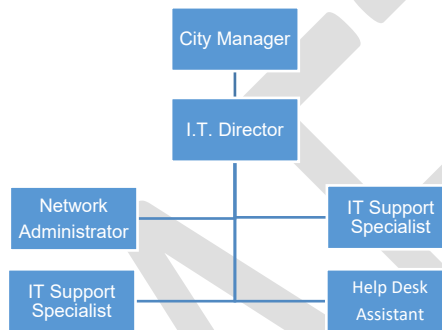
Policy 1.0 - Governance Policy

1.1 Policy

The purpose of Information Technology (IT) Department governance is to align the roles and responsibilities of the IT Department with the roles and responsibilities of all the City's departments, department heads, and end-users. Department head is the persons in charge of the City department. End-user is the person utilizing the City's network, computer systems, desktop phones, cell phones, smart devices and software applications.

1.2 Management and Organization

The Information Technology Department reports to the City Manager.



1.3 Vision

The City of Mount Dora's IT Department will provide enhanced technology that improves information services to the employees and citizens of the City. We are dedicated to maintaining the integrity and governance of our data, the security of our systems, providing exceptional customer service, and aligning our technological goals with the City's Strategic Plan.

1.4 Mission

The IT Department is committed to delivering technological solutions to provide citizens, businesses, and city employees with convenient access to information and services in the most cost effective manner.

1.5 Responsibilities

The primary responsibility of the IT Department is to align IT with business goals, implement new technology, control IT costs, increase efficiencies, ensure data security and integrity, and provide systems and end-user support for all information technology functions in Mount Dora Government. The majority of the tasks performed fall into three programs; Support, Research & Development, and Training.

Technical Support: Most of the work performed by the IT Department falls under this program. It encompasses all helpdesk activities, hardware replacement and upgrades, software installation and upgrades, system administration, and support of communication systems such as the VOIP Telephony phone systems, cellular phones, and analog devices.

Research & Development: Through this program new technology is evaluated, purchased, and implemented. As technology and the role technology plays in our government's daily activities change, we need to continuously assess the application of that technology, insuring that we implement solutions that improve job efficiency and meet all regulatory requirements. Through this program the IT Department works with other City departments to research and implement the technology solutions that best meet their needs.

Training: Technology continually changes and evolves. This program provides for the ongoing training and education of IT Department staff. Continuing education improves the performance, productivity, and the morale required to maintain a successful Information Technology operation. The IT Department will sponsor in-house training on applications and systems specific to the needs of our City, as well as outsource training where necessary.

1.6 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 10/27/11

Approval: City Manager

Revised: 06/20/17

Approval: City Council

Revised: 09/19/19

Approval: City Council

DRAFT

Policy 2.0 - Computer Hardware

2.1 Policy

All computer hardware purchased for use within the City shall be authorized by the IT Department.

2.2 Purpose/Description

IT will authorize all purchases and installation of all computer hardware to ensure conformance to City technical standards, to meet computer security requirements, and to interface properly with other computerized equipment at the City. Employee-owned hardware shall not be connected to the City network without prior written authorization by the IT Department Director.

2.3 Enforcement

The Purchasing Division will reject all requests for computer hardware that are not approved by the IT Department. Any computer hardware found to be in use without IT approval will be disconnected immediately. The incident will be reported to the violator's Department Head or the City Manager and may result in disciplinary action as outlined in the Employee Policy & Procedure Reference Guide.

2.4 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Work with IT to determine hardware needs and to develop an appropriate annual budget. Obtain IT approval to purchase any hardware prior to doing so.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

Purchasing Division – Ensure that the IT Department has authorized all requests for computer hardware.

IT Department - IT must authorize all purchases and installation of all computer hardware. IT will maintain and periodically inventory all hardware within the City to confirm policy enforcement and to provide for verification of fixed asset tracking for insurance purposes.

2.5 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 09/19/19

Approval: City Council

Policy 3.0 - Computer Software

3.1 Policy

All computer software purchased or downloaded for use within the City shall be authorized and installed by the IT Department. IT will also provide for the maintenance of any packaged software and upgrade that software as needed. This policy applies to all operating system and application software.

3.2 Purpose/Description

IT will authorize and install city-owned computer software to ensure conformance to City technical standards, to meet computer security requirements, and to interface properly with other computerized hardware and/or software within the City as required. Employee-owned software shall not be installed onto any device that is owned by the City, or that is permitted to connect to the City network.

3.3 Software Acquisition

It is the policy of the City of Mount Dora to purchase packaged software unless there is an overwhelming business need to create a custom package. The IT Department shall evaluate any request for custom software and develop custom solutions, unless the IT staff does not have the resources to develop or maintain custom software packages.

All proprietary software purchases must provide for escrowing of software source code.

All software packages must be purchased with software maintenance agreements that will be maintained by the IT Department.

The IT Department shall be supplied administrative login credentials for all software including web-based or SaaS (software as a service) applications, for the maintenance of users, data, and to ensure compliance with this policy and interface with the system.

Acquiring software is a joint responsibility between the IT Department and the requesting department. The requesting department is responsible for ensuring the software will meet their functional needs. IT will ensure the software can technically operate in the City's environment and provide cost and budget information into the decision making process.

3.4 Enforcement

The Purchasing Division will reject all requests for computer software that is not authorized by IT. Any computer software found to be in use without IT approval will be removed immediately. The incident will be reported to the violator's Department Head or the City Manager and may result in disciplinary action as outlined in the Employee Policy & Procedure Reference Guide.

3.5 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Work with IT as an equal partner in the acquisition process. The requesting department will provide a primary and secondary liaison to the software vendor for direct application support. The IT Department will assist the requesting department with unresolved support issues.

3.5 Responsibilities (CONTINUED)

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

Purchasing Division – Ensure that the IT Department has authorized all requests for computer software.

IT Department – Work with requesting department as an equal partner in the acquisition process. Maintain the software in an operational state, including software upgrades, patches, and fixes. Ensure renewal of all support agreements. Assist the end-user with application support issues when the end-user is unable to resolve issues directly with the software vendor.

3.6 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 10/14/09

Approval: City Manager

Revised: 09/19/19

Approval: City Council

Policy 4.0 - E-mail

4.1 Policy

The City encourages the business use of e-mail as a productivity enhancement tool. E-mail access will be granted to all City employees unless specifically denied by the employee's Department Head and/or the City Manager.

4.2 Purpose/Description

The purpose of this policy is to clearly define the acceptable use of the City's e-mail system and what actions are prohibited.

4.3 Ownership of the E-mail System

The City's e-mail system belongs to the City of Mount Dora and the contents of all e-mail communication are accessible at all times by the City, with or without advance notice. Although an employee may have a personal password, the City Manager and any designee, without the employee's knowledge or consent, can access e-mail on the City's e-mail system whether business related or personal. Nothing in or on the e-mail system should be considered confidential. The employee has no right to privacy of e-mail.

4.4 Acceptable Use

Use of the City's e-mail system is intended for City related business. All employees are to use e-mail as they would any other type of official City communications tool. When any e-mail is transmitted, both the reader and sender should consider if the communication falls within ethical guidelines. No communication should contain confidential information. Communication by e-mail is encouraged when it results in the most efficient and/or effective means of communication. All e-mail will be subject to Chapter 119 of the Florida State Statutes.

City employees are permitted incidental and occasional personal use of the e-mail system, and such use will be treated the same as other business related e-mail messages. The following are guidelines when using the City's e-mail system for personal use:

- Personal incoming or outgoing e-mail must be kept to a minimum so that it does not consume more than a trivial amount of system resources
- Personal incoming or outgoing e-mail must not interfere with an employee's productivity

4.5 Prohibited Uses

The following uses are prohibited:

- Charitable or fundraising campaigns unless specifically approved in advance by the City Manager
- Solicitations or proselytization for commercial ventures, chain letters, religious or personal causes, or outside organizations or other similar, non job-related solicitations

4.5 Prohibited Uses (CONTINUED)

- o E-mails that may be seen as insulting, disruptive, or offensive by other persons, or harmful to morale. Examples of forbidden transmissions include sexually-explicit messages, gambling, cartoons, or jokes; unwelcome propositions or love letters; ethnic or racial slurs; or any other message that may be construed to be harassment or disparagement of others based on their sex, race, sexual orientation, age, national origin, religious or political beliefs
- o Use of e-mail to send copies of documents in violation of copyright laws
- o Use of the e-mail system to compromise the integrity of the City or its business in any way
- o Use of e-mail to offer for sale non-City related items. The Employee Newsletter, which provides a “For Sale” section and is distributed internally via City e-mail, is excluded.

4.6 Retention of E-mail

The IT Department implemented an email archival system on October 1st, 2011 and imported all existing email at that time from the email server to the archival server. All incoming and outgoing email is archived on the archiving server and is searchable by the City Clerk for public records requests pursuant Chapter 119 of the Florida State Statutes. User mailboxes will have a mailbox quota to limit the amount of email retained on the email server in order to improve performance, since users can search their email from the archive server instead of from their mailbox.

4.7 Mailbox Limits

The IT Department will set mailbox and message size limits that are appropriate to the stability and adequate performance of the e-mail system.

4.8 Enforcement

The IT Department will provide for the enforcement of these policies through the use of monitoring technology and report violations to the Department Head of the offending employee for disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

4.9 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Must maintain e-mails in accordance with State of Florida Public Records Laws. Must coordinate long-term storage with the IT Department, when necessary.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Manage mailbox limits. Monitor and report violations.

4.10 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 10/27/11

Approval: City Manager

Revised: 09/19/19

Approval: City Council

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Policy 5.0 - Internet

5.1 Purpose and Description

The City encourages the business use of Internet access as a productivity enhancement tool. Internet access will be granted to all City employees unless specifically denied by the employee's Department Head and/or City Manager.

5.2 Acceptable Use

Use of the City's Internet access is intended for City related business. All employees are to use Internet as they would any other type of official City tool. Users should consider ethical guidelines.

City employees are permitted incidental and occasional personal use of the City's Internet system, and such use will be treated the same as any other legitimate business access. The following are guidelines when using the City's Internet system for personal use:

- o Personal usage must be kept to a minimum so that it does not consume more than a trivial amount of system resources
- o Personal usage must not interfere with an employee's productivity

5.3 Prohibited Use

Any use of the Internet for "moonlighting", soliciting for commercial ventures, gambling, religious or personal causes, or outside organizations, or for other similar non job-related solicitations is strictly prohibited. Use of the City's Internet to access any site or material that is sexually explicit, pornographic, obscene, that may be construed to be harassment or disparagement of others based on their sex, race, sexual orientation, age, national origin, or religious or political beliefs, or has the potential to cause the City public harm or disrepute is strictly prohibited.

Users shall not install any browser plug-in or "enhancement applications" such as Flash, Real Media, Quick Time, Shock Wave, browser toolbars, etc., without written permission by the IT Department. This includes, but is not limited to: pop-up blockers, anti-spyware programs, screen savers, background changers, or any other item that is not provided by the IT Department as part of the original system configuration or added by IT.

5.4 Security and Blocked Access

The IT Department will provide for Internet security that includes, but is not limited to, firewall protection, specific routing, profiles, and passwords. Web sites that have no legitimate business purpose may be blocked from access. All web traffic with the exception of HTTP may be blocked from access until a specific business use is demonstrated. An audit trail of access to sites may be maintained by the IT Department to investigate possible violation of City policy or breach of security.

5.5 Public Representation

No media advertisement, Internet home page, electronic bulletin board posting, electronic mail message, or any other public representation about the City of Mount Dora may be issued unless appropriate management has granted approval.

5.6 Enforcement

The IT Department will monitor Internet access through the use of technology tools. Violations will be reported to the Department Head and/or the City Manager of the offending employee for disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

5.7 Responsibilities

End-Users – Must be aware of these policies and ensure compliance.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Manage Internet security. Monitor and report violations.

5.8 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 09/19/19

Approval: City Council

Policy 6.0 - Access to Computer Systems

6.1 Policy

It is the policy of the City of Mount Dora to only grant access to systems and programs that are required in the performance of an individual's job. Temporary access will be granted to individuals on a temporary basis when filling in for someone on vacation or other leaves of absence, and to outside parties for the purposes of fulfilling their obligations to the City. Department Heads must authorize access to systems and software under their control.

6.2 Purpose/Description

The purpose of this policy is to ensure that individuals only have access to the software and systems that are required to perform their duties. This minimizes the risk of internal security violations.

6.3 Enforcement

Access authorization documentation will be generated for each individual indicating what software and/or systems are to be accessed and what privileges (read, write, etc.) are permitted. IT will ensure that only authorized rights and privileges are granted to the employee. Violations will be reported to the Department Head of the offending employee for disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

6.4 Responsibilities

End-Users - Must be aware of these policies and ensure compliance.

Department Heads – Provide written authorization for access rights and privileges to the IT Department on Form 7-1 - IT Authorization Form (see Appendix A). Annually review and reconfirm accuracy of access rights and privileges. Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Grant rights and privileges for system access based upon submission of Form 7-1 from an authorized individual. Manage and audit user access rights.

6.5 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 09/19/19

Approval: City Council

Policy 7.0 - Password Security

7.1 Policy

All City computer systems are user identification (UID) and password protected to identify who is using the system and what rights and privileges they may have within the system.

7.2 Purpose/Description

All City computer systems are protected by UID and passwords. City computer systems may monitor access by UID and records can show such information as who logged in, when they logged in, and what they accessed on the system.

It is the responsibility of the user to protect his/her password as they would any other identification number such as social security number, credit card number or other such personal information. Passwords shall not be shared, with the exception of providing them to the IT Department staff for support purposes; however, should users share their passwords with others, the users assume full responsibility. In the event passwords are written, they must be kept in a secure location.

7.3 General Requirements

Passwords must meet Microsoft's complexity requirements. Passwords must be at least ten characters long, must not contain any part of the user's name, must include three of the following four categories: uppercase characters, lowercase characters, numbers, non-alphanumeric characters such as ~!@#\$%^&* _+='\|(){}[];":'<>.,?/. Password requirements for applications may vary.

Passwords for network access login must not be duplicated any other accounts outside of the city network (i.e. Apple ID, department specific applications, vendor website, etc.)

Passwords must not be duplicated on personal computer systems or personal accounts.

Passwords must not be inserted into email messages or other forms of electronic communication.

Do not reveal a password over the phone to ANYONE other than known IT staff.

Do not reveal a password in an email message.

Do not reveal a password in front of others.

Do not reveal a password on questionnaires or security forms or other documents.

Do not share a password with family members.

Do not reveal a password to co-workers.

If someone demands a password, refer them to this document or have them call the IT Department. If an account or password is suspected to have been comprised, report the incident to the IT Department staff and change all passwords.

Password cracking or guessing may be performed on a periodic or random basis by the IT Department staff or its delegates. If a password is guessed or cracked during one of these scans, the user will be required to change it or the account may be disabled.

7.3 General Requirements (CONTINUED)

Passphrases are not the same as passwords. A passphrase is a longer version of a password and is, therefore, more secure against “dictionary attacks”. A good passphrase is relatively long and contains a combination of upper and lowercase letters and numeric and punctuation characters. All of the rules above that apply to passwords apply to passphrases.

7.4 Password Expirations

Network logon passwords will expire on a 90-day basis and must be changed. Users may not reuse the last 24 network logon passwords.

7.5 Enforcement

IT will monitor the use of UID and passwords to ensure only authorized users access the system and to determine that passwords have not been written down and left in unsecured locations. Violations of this policy will be reported to the violator’s Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide

7.5 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Follow password policy requirements and maintain confidentiality of UID and passwords.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Issue passwords with proper authorization and monitor compliance of the policy.

7.5 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 8/12/14

Approval City Manager

Revised: 06/20/17

Approval City Council

Revised: 09/19/19

Approval: City Council

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Policy 8.0 – Data File Storage

8.1 Policy

End-users shall store data files on the City’s network servers in designated locations.

8.2 Purpose/Description

The purpose of this policy is to ensure that individuals save data files in designated locations to ensure daily backup of files to tape or other media for purposes of restoration in the event of a disaster or other unforeseen circumstance.

8.3 Enforcement

Should the IT Department find City data files on an end-user’s computer, IT staff will assist end-users with relocating files to a network server. Continued violations of this policy will be reported to the Department Head for disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

8.4 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Must save all data files in designated locations on network file servers.

Department Heads –Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Assist end-users with relocating files to network servers. Report violations to Department Heads.

8.5 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 06/20/17

Approval: City Council

Revised: 09/19/19

Approval: City Council

Policy 9.0 - Public Records Request

9.1 Policy

It is the policy of the City of Mount Dora to direct all computer system public records requests to the City Clerk pursuant to the City of Mount Dora Records Management Plan.

9.2 Purpose/Description

Although much of the information generated by a City is subject to public records requests, there are a number of exceptions that are provided for in Chapter 119, Florida Statutes. Disseminating information that is subject to these exceptions is a serious violation of State law. All public records requests for electronic records should be forwarded to the City Clerk, or designee, for proper handling. No end-user should provide electronic information to any individual without first obtaining authorization from the City Clerk or designee.

9.3 Enforcement

Employees are expected to follow this policy. Violations of this policy will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

9.4 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Redirect electronic public records requests to the City's Clerks office.

City Clerk – Receive and process request in accordance with Florida State Statutes and the City of Mount Dora Records Management Plan. Designate fulfillment duties for the request to the appropriate department staff member if desired.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Assist City Clerk or designee with compiling electronic public records requests when needed.

9.5 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 06/20/17

Approval: City Council

Revised: 09/19/19

Approval: City Council

Policy 10.0 - Instant Messaging/Chat

10.1 Policy

Instant Messaging and all related tools (voice chat, file transfer and sharing, etc.) are prohibited on City desktop computers, with the exception of authorized messaging software for internal use only.

10.2 Purpose/Description

External instant messaging/chat is prohibited due to the inherent security risks associated with these programs. The IT Department may provide messaging software for internal use only. All internal Instant Messaging chat sessions will be logged for the sole purpose of accommodating public record requests. The messages will be retained for a period of time in accordance with the State of Florida General Records Schedules. Employees are to assume there is no right to privacy for electronic communications on the City's communication devices.

10.3 Enforcement

Any instant messaging/chat software found to be in use without IT approval will be immediately removed. Instant messaging/chat websites may be blocked. The incident will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

10.4 Responsibilities

End Users – Must be aware of these policies and ensure compliance. Shall not install or utilize instant messaging/chat programs, websites, etc.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Monitor activity, remove and confiscate unauthorized instant messaging/chat software, block access to instant messaging/chat websites, and report violations.

10.5 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 10/14/09

Approval: City Manager

Revised: 06/10/10

Approval: City Manager

Revised: 06/20/17

Approval: City Council

Revised: 09/19/19

Approval: City Council

Policy 11.0 - Importing External Data

11.1 Policy

Importing data files for currently supported applications on City owned computers is permitted under certain conditions. Data files for applications not currently supported must be reviewed by the IT Department prior to importing.

11.2 Purpose/Description

This policy relates to the importing or copying of any file that does not already reside on a City computer. Importing files of any currently supported application is permitted via the following methods: CD, USB drive, or e-mail. Images (photos) on digital camera media may be imported to City computers.

All other files must be authorized by the IT Department prior to importing.

Supported applications include, but are not limited to, Microsoft Word (.doc, .dot, .rtf, .txt), Microsoft Excel (.xls), Microsoft PowerPoint (.ppt), Microsoft Access (.mdb), Microsoft Publisher (.pub), Microsoft Outlook (.eml, .pst), Adobe Acrobat (.pdf), and Adobe Photoshop (.psd, .bmp, .gif, .jpg).

Other file types may pose a significant threat to the City's computer system and are not permitted to be imported without authorization from the IT Department. These file types include, but are not limited to, the following:

- Archives/Compressed - .cab, .gz, .gzip, .jar, .rar, .rpm, .tar, .tgz, .z, .zip
- Executables - .bat, .chm, .class, .cmd, .com, .dll, .drv, .exe, .lnk, .ocx, .pif, .reg, .scr, .sys, .vxd
- Scripts - .asp, .hta, .htx, .js, .php, .php3, .vb, .vbs, .ws, .wsc, .wsf, .wsh, .wst

All imported files must be manually scanned for viruses using the local anti-virus software by the end-user before accessing the files.

11.3 Enforcement

It is expected that employees will adhere to the policy. Violations of this policy will be reported to the Department Head for disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

11.4 Responsibilities

End-Users - Must be aware of these policies and ensure compliance. When necessary, work with IT to import non-supported data files and ensuring manual virus scans are completed prior to access.

11.4 Responsibilities (CONTINUED)

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Work with employees who have a need to import data files that have potential hazards. Report violations.

11.5 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 06/20/17

Approval: City Council

Revised: 09/19/19

Approval: City Council

Policy 12.0 – Digital Data Backup and Recovery

12.1 Policy

Data files maintained on the network servers will be routinely backed up to electronic media located offsite of the data center, for the sole purpose of restoration, not preservation.

12.2 Purpose/Description

Information Technology will conduct backups of critical data on a Daily basis. Backups will be conducted on a more frequent schedule when possible. Disk backup appliance and media will be stored offsite for the designated period of time stated below and will be used for restoration in the event of a disaster.

12.3 Backup Audit Logs

The IT Department will maintain a log of all backup jobs within the backup software.

12.4 Backup Job Schedule

Disk Backups will be performed as frequently as possible throughout the day while limiting the impact on system performance.

No backup job shall be kept on disk for more than three months. Backups of servers with limited changes shall only be kept on disk for 30 days. In the event of a disaster requiring system restoration from backup media, information processed that day, or since the last good backup, may be lost and will be the responsibility of the user to re-process.

12.5 Enforcement

The IT Director will periodically audit the backup logs to ensure the backups are properly maintained and stored off-site by IT staff. Continued violations of this policy will result in disciplinary action, as necessary, as outlined in the Employee Policy & Procedure Reference Guide.

12.6 Responsibilities

End Users – Must be aware of these policies and ensure compliance. Responsible for notifying the IT Department immediately upon determining that data may be lost and need to be restored from backup media. Must ensure that critical data files are stored on shared network drives. Critical data must not be stored on any local hard drive, USB drive, or CD/DVD.

Department Head – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Provide for backup of network data, maintain appropriate electronic logs, and store backup media offsite. Report any user violations to the Department Head for action.

12.7 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 10/27/11

Approval: City Manager

Revised: 06/20/17

Approval: City Council

Revised: 09/19/19

Approval: City Council

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Policy 13.0 – Remote/Mobile Network Access

13.1 Policy

The City will only grant remote access to end-users for systems and programs that are required in the performance of their job.

13.2 Purpose/Description

The policy provides a secure means for end-users to access programs and data from outside of the City's network. It also ensures integrity and security of network and systems by minimizing threats and vulnerabilities associated with access to systems via external networks. Remote access will only be allowed from computer equipment issued by the IT Department.

13.3 Enforcement

Department Heads must authorize all remote access in writing on Form 14-1 IT Authorization Form (Appendix A). The IT Department will provide for the enforcement of these policies through the use of mobility management software and other technology tools. Violation of this policy will result in remote access being revoked.

13.4 Responsibilities

End Users – Must be aware of these policies and ensure compliance. Shall not utilize any mobile technology device without authorization by the Department Head and the IT Department. Shall maintain physical security of remote/mobile devices and protect them from physical intrusion, theft, loss, fire, hazardous materials, flood, and other damages. Shall report all incidents to the IT Department immediately.

Department Heads – Provide written authorization for access rights and privileges to the IT Department on Form 14-1 - IT Authorization Form (see Appendix A). Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Procure, configure, and install authorized remote/mobile devices with latest security measures as determined necessary for connectivity to the City network. Monitor remote access to the City network to thwart attempts of unauthorized access and to ensure access control methods are effective.

13.5 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 06/20/17

Approval: City Council

Revised: 09/19/19

Approval: City Council

Policy 14.0 – Voice Mail

14.1 Policy

The City provides voice mail access to all City employees with desk phone and/or cell phone access unless specifically denied by the employee's Department Head and/or City Manager. Voice Mail is an enhanced feature of desk phones and cell phones and should be utilized as any other communications tool.

14.2 Purpose/Description

The purpose of this policy is to clearly define the acceptable use of the City's voice mail systems, and establish voice mail storage and retrieval guidelines. Employees are to assume there is no right to privacy for electronic communications on City communication devices.

14.3 Acceptable Use

Use of the City's voice mail system is intended for City related business. All employees issued voice mail boxes are to use them as they would any other type of official City communications tool. No communication should contain confidential information. Communication by voice mail is encouraged when it results in the most efficient and/or effective means of communication.

Incidental and occasional personal use of the voice mail system is permitted by the City employees but these communications will be treated the same as other business related communications. The following are guidelines when using the City's voice mail systems for personal use:

- o Personal incoming or outgoing cell calls must be kept to a minimum so that it does not result in additional cost to the City above the normal monthly telephone operational expense.
- o Storage and management of personal incoming or voice mail calls must not interfere with an employee's productivity and must not utilize any more than a nominal amount of storage space on the City's voice mail system.

14.4 Prohibited Uses

The following uses are prohibited:

- o Charitable or fundraising campaigns unless specifically approved in advance by the City Manager
- o Solicitations or proselytization for commercial ventures, religious or personal causes, or outside organizations or other similar, non job-related solicitations

14.4 Prohibited Uses (CONTINUED)

- o Communications that may be seen as insulting, disruptive, or offensive by other persons, or harmful to morale. Examples of forbidden voice mail communications include sexually-explicit messages; inappropriate jokes; unwelcome propositions; ethnic or racial slurs; or any other communication that can be construed to be harassment or disparagement of others based on their sex, race, sexual orientation, age, national origin, religious or political beliefs
- o Use of the City's voice mail in any way that compromises the integrity of the City or its business
- o Use of voice mail to offer for sale non-City related items

14.5 Abusive Use

All City voice mail boxes are subject to internal and external audits. Abusing the use of City voice mail will result in the suspension of voice mail box privileges and may lead to other disciplinary actions.

14.6 Storage

The IT Department will determine the amount of voice mail system storage necessary to adequately meet the needs of the users while balancing the impact of the storage on the phone system.

14.7 Access and Retention

End-users may access their voice mail messages through the Shoretel Communicator application. Voice mail messages are typically considered as transitory messages under Chapter 119 of the State of Florida public records laws. Transitory records are created primarily to communicate information of short-term value, and they are not intended to formalize or perpetuate knowledge and do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt.

Should end-users determine that a voice mail record does indeed meet retention requirements under the public records law, they will need to access the voice mail message through the Shoretel Communicator application, and export it as a .wav file to their user folder for retention until destruction date is reached.

14.8 Enforcement

The IT Department will provide for the enforcement of these policies through monitoring voice mail box usage and reporting violations to the Department Head or City Manager for disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

14.9 Responsibilities

End-Users – Store voice mails that have retention requirements within their user folders outside of the voice mail system. Must be aware of these policies and ensure compliance.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

14.9 Responsibilities (CONTINUED)

IT Department - Monitor usage and report violations.

14.10 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 10/27/11

Approval: City Manager

Revised: 09/19/19

Approval: City Council

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Policy 15.0 – Security Incident Response

15.1 Policy

The IT Department will respond to computer security incidents, which may occur within the City of Mount Dora government.

15.2 Purpose/Description

The purpose of this policy is to clearly define the roles, responsibilities, and communications procedures for responding to computer security incidents, and to detail the incident classifications.

15.3 Scope

Computer security incident response policy is applicable to all City information and infrastructure computing resources, at all levels of sensitivity, whether owned and operated by the City or operated on behalf of the City.

15.4 Leadership Role

Computer security incident response management shall be provided by the IT Director, and support members may include the Network Administrator, Human Resources Director, Police Chief, City Manager and others as deemed necessary.

Computer security incident response management is for the purpose of investigating an apparent information security incident and to minimize damage to the City's computer systems.

The role of the IT Director or designee is to respond rapidly to any suspected security incident by identifying and controlling the suspected incident, notifying end-users of proper procedures to preserve evidence, and report all findings to the City Manager.

15.5 Computer Security Incident Classification

15.5.1 Identifying Computer Security Incidents

A security incident is any event resulting in the City's computer systems, networks, or data being viewed, manipulated, damaged, destroyed, or made inaccessible by any unauthorized activity.

15.5.2 Notification of Computer Security Incidents

Successful incident handling requires employees to immediately contact the IT Department to report incidents. Contact should be made by phone or in person without delay.

15.5.3 Classification of Computer Security Incidents

It is the responsibility of the IT Department to classify security incidents into two classes based on the severity of incident: Class 1 and Class 2.

Class 1 Incidents: Localized and/or Minor.

Examples of Class 1 incidents are:

- Localized virus attacks
- Internet abuse, excluding criminal behavior
- Incidents traceable to user error or system failure
- Minor attempts at intrusion, scanning, or pinging
- Missing IT devices or equipment
- Theft of IT devices

Class 2 Incidents: City-wide and/or High Impact.

Examples of Class 2 incidents are:

- Ransomware
- Coordinated, distributed attacks
- Any attacks which cause denial of service
- Financial fraud involving computers
- Unauthorized activity involving a file server or host
- Theft of proprietary information
- Unauthorized activity involving any sensitive system (Financials, Public Safety, IT, etc.)
- Internet abuses which violate either Federal or State law
- Web defacement
- Customer data compromised

15.6 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Report any suspicious activity to the IT Department by phone or in person without delay. Document actions taken prior to awareness of suspicious activity.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department –

- Evaluate incident to make initial determination of classification/severity and notify City Manager of Class 2 events.
- Inform all other users who are affected by the security incident of the necessary actions to control the incident.
- Determine if criminal investigation support is needed.
- Perform appropriate back tracing, technical analysis and other tasks required by the review.
- Report periodic status of the Class 2 incidents to the City Manager.
- Conduct a debriefing of lessons learned. Prepare subsequent report including root causes, actions taken to resolve incident, and recommendations for prevention of similar incidents. Submit report to the City Manager.

15.7 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 09/19/19

Approval: City Council

Policy 16.0 - Architectural Standards

16.1 Policy

This policy establishes the City of Mount Dora's Architecture as the primary source for providing information technology technical requirements which govern the acquisition, use and management of information technology resources by City staff.

16.2 Purpose/Description

The City of Mount Dora's Enterprise Architecture is a strategic asset used to manage and align the City's business processes and IT infrastructure/solutions with the City's overall strategy.

It is the intent to standardize and simplify the many technologies and products used in order to ensure continuity of operations, reduce staffing cost, and to build a reliable, secure computer environment.

16.3 Hardware and Software Standards

16.3.1 Server Operating Systems

The IT Department will continually evaluate the newest release of the server operating systems for compatibility, functionality and business need. Upgrades and patches will be implemented by the IT Department within the constraints of the budget and available resources to ensure a secure and functional computing environment.

16.3.2 Desktop Client Operating Systems

The IT Department will continually evaluate the newest release of the desktop operating systems for compatibility, functionality and business need. Upgrades and patches will be implemented by the IT Department within the constraints of the budget and available resources to ensure a secure and functional computing environment.

16.3.3 Productivity Applications

The IT Department will continually evaluate the newest release of productivity applications for compatibility, functionality and business need. Upgrades and patches will be implemented by the IT Department within the constraints of the budget and available resources to ensure a secure and functional computing environment.

16.3.4 Network Infrastructure

The IT Department will continually standardize the network infrastructure on industry accepted, high performance, best of breed infrastructure products and protocol standards. The uniformity of this type of equipment will provide stability to the City's network infrastructure as well as Internet accessibility and connectivity.

16.3.5 Security as a Platform Decision Factor

The IT Department will consider business security requirements up front when making decisions for all platforms from personal computing devices to enterprise servers.

16.3.6 Remote Administration Platforms

The IT Department shall acquire platforms designed for security, ease of remote administration, diagnosis, and systems management.

16.3.7 Cabling Standards

The City will utilize Information Transport Standards (ITS) for all new facility information and communications cabling installations to ensure compatibility and integrity.

16.3.8 Personal Computing

16.3.8.1 Centralized Personal Computing Decisions

The IT Department shall centralize personal computing decisions regarding what shall be procured, how frequently devices may be refreshed, how agency support is to be provided, what security methods are acceptable, and what methods of access may be used.

16.3.8.2 Personal Computing Security Software

The IT Department shall establish the minimum requirements for the base image to be used on personal computers, to include the latest best of breed antivirus/malware/spyware software.

16.3.8.3 Personal Computing Desktop Displays

Since desktop displays have a longer lifecycle than the computers they support, their replacement shall not be automatic at the time of a desktop replacement. Display replacement decisions for all City computers must be based on business needs, support considerations, cost-of-ownership data, and hardware compatibility considerations.

16.3.8.4 Personal Computing Processors

When establishing the minimum requirements for PC Processors and components, the IT Department will take in to consideration the need for the components to cost-effectively meet anticipated processing needs for the proposed productivity software, typical business needs, special needs of the mobile worker, and/or needs related to lifecycle requirements such as future availability of various memory options.

16.3.8.5 Personal Computing Optical Drives

Minimum requirements for Optical Drives shall include the ability to read and write CDs and DVDs when there is a business need.

16.3.8.6 Lifecycle for Personal Computers

The IT Department shall use a lifecycle range goal of four years for desktop computers, laptops, and tablets.

16.3.8.7 Surge Protection and Battery Power Backup

To protect computing equipment all computers shall be powered through a battery backup power supply (UPS) and all peripherals shall be powered through a surge protector.

16.3.8.9 Workstation Security

Appropriate measures must be taken when using network computers and mobile devices to ensure the confidentiality, integrity, and availability of information. The IT Department will implement security measures to include group policy restrictions to enforce device security to protect user data and network infrastructure. All security settings will be determined and implemented by the IT Director to include the following:

- Password protected screensaver after a period of 10 minutes of inactivity. A shorter period of inactivity may be implemented at the direction of the IT Director or the Department Head.
- Restricted access to USB ports based on an as-needed bases as determined by the IT Director.
- Strong password policy implementation (see Password Security Policy 8.0).
- Remotely rebooting devices on a daily or as-needed basis to ensure the proper operation and integrity of the devices. Users must close and save all open files at the end of each work shift to avoid loss of data. The IT Department highly recommends that users reboot their PC daily at the end of their work shift to improve device performance and avoid file corruption.

16.4 Responsibilities

End-Users – Must be aware of these policies and ensure compliance.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Periodically review industry standards and update as needed.

16.5 Policy History

Adopted: 11/04/08

Approval: City Council

Revised: 06/20/17

Approval: City Council

Revised: 09/19/19

Approval: City Council

Policy 17.0 – Social Networking and Media

17.1 Purpose and Description

The City of Mount Dora recognizes that social media, professional networking sites, and websites are all useful technologies that provide ways to build a sense of community, as well as , rapidly communicate directly to stakeholders and the general public. This policy will set forth guidelines that employees shall follow for all online communications in reference to the City of Mount Dora and address the fast-changing landscape of the Internet and the way people receive their information. Social media provides opportunities for participating departments to attract a broader audience, in addition to creating a social network allowing for residents, consumers and visitors to receive information and participate in their government in an innovative and creative way. These services are intended to enhance communications but not to diminish or circumvent existing processes. The demographic profile of the intended target audience combined with the purpose and goal of the social media initiative are the primary considerations on which to determine the appropriate use of social media. At all times, the social media initiative must align with the City’s business goals and objectives.

17.2 Usage Guidelines

17.2.1 Relevant Technologies

Social networking and media are a special class of websites and applications that encourage users to become active participants by creating content, sharing content, rating and recommending content, and commenting on content.

This policy includes, but is not limited to, the following specific technologies, and the like, as some may evolve or develop from time to time:

- Facebook
- Google
- Instagram
- LinkedIn
- Snapchat
- Tumblr
- Twitter
- Yahoo
- Personal Blogs
- Personal Web Sites

City of Mount Dora employees are encouraged to use the following guidelines in social networking practices:

- Be relevant to your area of expertise
- Do not be anonymous
- Maintain professionalism, honesty, and respect
- Apply a “good judgment” test for every activity related to the City of Mount Dora: Could you be guilty of leaking information, customer data, or upcoming announcements? Is it negative commentary regarding the City of Mount Dora? Activity showing good judgment would include statements of fact about the City of

Mount Dora and its services, facts about already-public information, or information on the City's official website. Further, if any employee becomes aware of social networking activity that would be deemed distasteful or fail the good judgment test, please contact the Human Resources Department.

17.2.3 City of Mount Dora Assets

The use of City of Mount Dora assets (computers, Internet access, email, etc.) is intended for purposes relevant to the responsibilities assigned to each employee. Social networking sites are not deemed a requirement for most positions. For those employees that are permitted to access these services, a reasonable and limited amount of use of City assets are permitted for social networking services.

17.2.4 Inaccurate or Defamatory Content

Employees who participate in online communication deemed not to be in the best interest of the City of Mount Dora will be subject to disciplinary action. This online communication can include but is not limited to the following:

- o Company information or data leakage
- o Inaccurate, distasteful or defamatory commentary about the City
- o Racial slurs, sexual content or discriminatory content

Disciplinary action may include termination or other intervention deemed appropriate by Human Resources or the City Manager, as outlined in the Employee Policy & Procedure Reference Guide.

17.2.5 Off-Limits Material

This Policy sets forth the following items which are deemed off-limits for social networking:

- o Intellectual property (data and/or software programs)
- o Customer Data

The City of Mount Dora's intellectual property and customer data are strictly forbidden from any online discourse except through mechanisms managed by Senior Management.

17.2.6 Online Recommendations

Some sites, such as LinkedIn, allow members to "recommend" current or former co-workers. The City of Mount Dora employees shall not participate in employee recommendations of current or former employees for reasons of liability. All communication of this type should be referred to the Human Resources Department for verification.

17.2.7 Sensitive Matters

Any online communication regarding proprietary information, such as layoffs, strategic decisions, or other announcements deemed inappropriate for uncoordinated public exchange is not permitted unless specific permission has been granted by the employee's Department Head. Florida's Public Records laws and Federal Copyright laws must be strictly adhered to.

17.3 Personal Usage

City employees are permitted incidental and occasional personal use of social networking via the Internet. Such use will be treated the same as other City related communication. The following are guidelines when using the City's Internet access for social networking:

- o Personal use of social networking and social media as defined above must be kept to a minimum so that it does not consume more than a trivial amount of system resources
- o Personal use of social networking media as defined above must not interfere with an employee's productivity
- o Accessing games, sponsored content, and advertising content on social networking sites is strictly prohibited. Such activity has high potential for introducing malware and spyware on the City's networked computers.

17.4 Expectations of Online City Authorized Spokespeople

Just as with traditional media, we have an opportunity, and a responsibility, to effectively manage the City's reputation online and to selectively engage and participate in the online conversations every day. The following principles guide how an authorized City Online Spokesperson(s) should represent the City in an online, official capacity, when they are speaking "on behalf of the City of Mount Dora":

1. Code of Conduct and Other Policies: Follow the City's Code of Conduct and all other City policies. As an official representative of the City, you must act with honesty and integrity in all matters. This commitment is true for all forms of social media. In addition, several other policies may govern your behavior as an authorized City spokesperson in the online social media space.
2. Representing the City: As a City representative, it is important that your posts convey the same positive, optimistic spirit that the City instills in all of its communications. Be respectful of all individuals, races, religions, and cultures; how you conduct yourself in the online social media space not only reflects on you, it is a direct reflection on the City.
3. Don't Post Anonymously: You should identify yourself as an employee of the City, name, and when relevant, role at the City, as to not mislead readers or viewers. Employees should not use aliases or otherwise engage in covert activities.
4. Keep Records: It is critical that you keep records of our interactions in the online social

media space and monitor the activities of those with whom we engage. Because online conversations are often fleeting and immediate, it is important for you to keep track of them when you're officially representing the City. Remember that online City statements can be held to the same legal standards as the traditional media communications. Keep records of any online dialogue pertaining to the City. The IT Department will assist with implementing an automated solution to archive communications when possible.

5. When in doubt, Do Not Post: Official spokespeople are personally responsible for their words and actions, wherever they are. As online spokespeople, you must ensure that your posts are completely accurate and not misleading, and that they do not reveal non-public information of the City. Exercise sound judgment and common sense, and if there is any doubt, DO NOT POST IT. In any circumstance in which you are uncertain about how to respond to a post, contact your Department Head or the City Manager.

6. Respect Copyrights: DO NOT claim authorship of something that is not yours. If you are using another party's content, make certain that they are approving of you utilizing their content, and make certain that they are credited for it in your post. Do not use the copyrights, trademarks, publicity rights, or other rights of others without the necessary permission of the rights holder(s).

7. Be responsible for your work: The City understands that employees engage in online social media activities at work for legitimate City purposes and that these activities may be helpful for City affairs. However, the City encourages all employees to exercise sound judgment and common sense to prevent online social media sites from becoming a distraction at work.

8. Remember that your local posts can have a global significance: The way that you answer an online question might be accurate in some parts of the world, but inaccurate (or even illegal) in others. Keep that "world view" in mind when you are participating in online conversations.

9. Know the Internet is permanent: Once information is published online, it is essentially part of a permanent record, even if you "remove/delete" it later or attempt to make it anonymous. If your complete thought, along with its context, cannot be squeezed into a character-restricted space (such as Twitter), provide a link to an online space where the message can be expressed completely and accurately.

10. Drive the public to the City's website: Use the City's social media communications to drive the public to the City's website whenever possible. Use links with the social media sites to link to articles, forms, postings, etc., on the City's website.

17.5 City Sponsored Social Media

1. The City Manager or designee will approve the creation of all new social media sites, and the IT Department will establish the naming and accounts for all social media sites, to ensure the name is appropriate for the City of Mount Dora as a government entity and is consistent with other department names and the City of Mount Dora brand.

2. The City Manager or designee will designate staff to manage the content and security of the City's social media sites. It is important to ensure that the public's trust of the City of Mount Dora's presence on social media sites is preserved and maintained. Since imitation sites may exist, the content and information must be monitored on a regular basis. Visual elements of the social media sites must be approved by the City's website master to reflect the public website brand of the City of Mount Dora. This will ensure the visual consistency and creditability of the page(s).
3. Login information, including user IDs and passwords, will be created by the IT Department and are not permitted to be changed, altered, or modified. Passwords must be secure and adhere to all IT policies with regard to password protections. A user's social media password cannot be the same password used to log on to the City network.
4. Designated staff must provide information to the IT Department to be posted on the City website prior to posting on the social media sites. Once information is posted on the City website, then a link can be included in the social media post. An exception will be made for disseminating immediate emergency information to the public, in which case the information can be posted on social media sites first and then provided to the IT Department to post on the City website.
5. Designated staff will be responsible for publishing, monitoring and updating their pages on all social media sites. Although departments will be responsible for maintaining their content, the IT Department will work together to monitor social media content based on the best practices and industry norms.
6. All City staff that use social media are responsible for complying with applicable federal, state, county, and city laws, regulations and policies. Applicable laws include, but are not limited to, Florida's Public Records Law, Florida's Sunshine Law, Florida records retention and records schedules laws, copyright laws, First Amendment, Privacy laws and Information Technology policies established by the City of Mount Dora.
7. While the City has no control over the time of posting and/or removal of posted information by 3rd parties, City Sponsored social media sites shall be monitored by designated staff on a regular basis with reasonable efforts made to archive all social media sites in order to adhere to Florida's Public Records Law and records retention schedules for any non-transitory information.
8. The City may live stream its events and/or meetings on the various social media sites or technologies, of its choosing, and in its sole discretion. To the extent possible, City sponsored social media sites will not allow for correspondence with or by the public.
9. All messages must be consistent with other City of Mount Dora content.
10. The frequency of messaging should be regular and the content should include relevant information.
11. City-created social media forums must be structured narrowly to focus discussions on

a particular interest of the City of Mount Dora rather than creating a “public forum”.
12. Designated staff shall use only images to which the City retains the copyright or that have otherwise been authorized for use as related to the use of social media networks.

13. All social media sites that allow comments must include either a link to the following disclaimer, or the disclaimer should be published on the social media site:

“The purpose of this site is to present matters of public interest in the City of Mount Dora, including its many residents, businesses and visitors. We encourage you to submit your questions, comments and concerns, but please note this is a moderated online discussion site and not a public forum. Once posted, the City reserves the right to delete submissions that contain vulgar language, personal attacks of any kind or offensive comments that target or disparage any ethnic, racial or religious group. Further, the City reserves the right to delete content or links determined to: (i) be off topic; (ii) advocate illegal activity; (iii) promote particular services, products, or political organizations; or (iv) infringe on copyrights or trademarks. Please note that the comments expressed on this site do not reflect the opinions and position of the City of Mount Dora or its officers and employees. If you have any questions concerning the operation of this online moderated discussion site, please contact the “webmaster@ci.mount-dora.fl.us”. E-mail addresses are public record under Florida Law and are not exempt from public records requirements. If you do not want your comments or e-mail address to be subject to being released pursuant to Florida’s Public Records Law, do not send electronic mail or make comments to this entity. Instead, contact the City by telephone (352) 735-7124, or in writing, via the United States Postal Service, Attn: City Administration, P.O. Box 176, Mount Dora, FL 32756-0176.”

17.6 Security Standards

1. Accountability: Full responsibility for the City’s social media presence and associated security risk in the social network will be specifically assigned in the City.
2. Content: Limit the information uploaded to the social network to the bare minimum required to meet business objectives. All content (text, photography, video, graphics and links) must be approved by the content owner. Refresh content regularly, label copyrighted content, and, where possible, include embedded copyright indicators. Scan uploaded and downloaded content for viruses and other inappropriate code.
3. Staff Use: Staff working in the social network on behalf of the City of Mount Dora must abide by City policies regarding public and media relations. Staff should not place City content on personal pages. Content developed by staff for City government is a City asset and does not belong to the employee.
4. Monitoring: Monitor City content on a regular basis to detect unauthorized alterations, where possible. The using staff should monitor every time content is posted to the site(s) or more often if necessary. IT staff should manually review the City’s social media content on a weekly basis to identify visual and other performance problems.

17.7 Look and Feel Standards

In all possible cases, the look and feel of social networking accounts should follow the color-scheme of the City's Visual Identity Standards and Communications Style Guide. If no customization is offered, for example, in applications such as Facebook, uploading a City of Mount Dora Logo should suffice.

17.8 Enforcement

The IT Department will monitor social networking access through the use of technology tools. Violations will be reported to the Department Head and/or the City Manager of the offending employee for disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

17.9 Responsibilities

End-Users – Must be aware of these policies and ensure compliance.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Manage Internet Social Networking security. Monitor and report violations.

17.10 Policy History

Adopted: 10/14/09

Approval: City Manager

Revised: 10/26/11

Approval City Manager

Revised: 10/27/11

Approval: City Manager

Policy 18.0 – Electronic Communication Logging

18.1 Policy

It is the policy of the City of Mount Dora to log all electronic communications pursuant to the City of Mount Dora Records Management Plan and the State of Florida public records laws.

18.2 Purpose/Description

Instant Messages, VoIP, Text and Pin-to-Pin messages which are not transitory in nature, shall be logged and retained in accordance with the General Records Schedules published by the State of Florida.

These electronic communication records are subject to public records requests including the various exemptions that are provided for in Chapter 119, Florida Statutes. All public records requests for electronic records, whether related to communication transactions or not, should be forwarded to the City Clerk, or designee, for proper handling.

Employees are to assume there is no right to privacy for electronic communications on City communication devices.

18.3 Enforcement

Employees are expected to follow this policy. Violations of this policy will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

18.4 Responsibilities

End-Users – Must be aware of these policies and ensure compliance.

City Clerk – Receive and process request in accordance with Florida State Statutes and the City of Mount Dora Records Management Plan. Designate fulfillment duties for the request to the appropriate department staff member if desired.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Maintain communication logs in accordance with the State of Florida Public Records laws and assist the City Clerk or designee with compiling electronic public records requests when needed.

18.5 Policy History

Adopted: 06/10/10

Approval: City Manager

Revised: 10/27/11

Approval: City Manager

Policy 19 – Cell Phone and Smartphone Devices

19.1 Policy

As a productivity enhancement tool, the City encourages the business use of cellular telephones and smartphone devices. Cellular telephones and smartphone devices will be granted by the employee's Department Head or the City Manager.

19.2 Purpose/Description

The purpose of this policy is to clearly define the acceptable use of the City's cellular telephones and what actions are prohibited.

19.3 Ownership of the Cellular Service/Equipment

The City's cellular telephones belong to the City of Mount Dora and the call logs of any cellular communications, as well as text messages, which are not transitory in nature must be accessible at all times by the City for business related or other purposes. Employees are to assume there is no right to privacy for cellular communications on City cell telephones. The City is not responsible for any personal content remaining on cellular phones or smartphone devices upon termination of employment. Personal content stored on cellular phones and smartphone devices shall not be maintained and will not be recovered.

All cellular phones and smartphone devices will be managed through the use of mobility software designated by the IT Department on order to enforce IT policies. The IT Department has sole discretion to choose the most appropriate carrier and plan that best meets the user's needs and results in the best value at the lowest cost.

Upon approval by the Department Head or City Manager, a monthly stipend may be issued in lieu of a city cellular phone. Refer to the Communications Stipend Request Form for details on policy and reimbursement rates. Information sent or received in connection with the transaction of official city business on a personal cellular device is subject to Florida Public Records laws.

19.4 Acceptable Use

Use of the City's cellular phones and smartphone devices is intended for City related business. All employees are to use cellular phones and smartphone devices as they would any other type of official City communications tools. Communications shall fall within ethical guidelines and should not contain confidential information. Communication by cellular telephone or smartphone device is encouraged when it results in the most efficient and/or effective means of communication.

Incidental and occasional personal use of the City's cellular telephones and smartphone devices is permitted by the City employees but these communications will be treated the same as other business related communication messages. The following are guidelines when using the City's cellular telephones and smartphone devices for personal use:

- Personal incoming or outgoing calls must be kept to a minimum so that it does not consume more than a trivial amount of time.
- Personal incoming or outgoing calls must not interfere with an employee's work during working hours.

19.5 Prohibited Use

- Employees may not use the City's cellular telephones in any way that may be seen as insulting, disruptive, or offensive by other persons, or harmful to morale.
- Employees may not use the City's cellular telephones in any way that compromises the integrity of the City or its business.
- Employees may not use the City's cellular telephones for excessive personal use as determined by the Department Head or their designee.
- Employees may not use the City's cellular telephones in any manner that creates an unsafe environment to the employee or others. Safety is a priority.

19.6 Enforcement

Employees are expected to follow this policy. The IT Department will provide for the enforcement of these policies through the use of mobility management software and other technology tools. Violations of this policy will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

19.7 Responsibilities

End-Users – Must be aware of these policies and ensure compliance.

City Clerk – Receive and process requests in accordance with Florida State Statutes and the City of Mount Dora Records Management Plan. Designate fulfillment duties for the request to the appropriate department staff member if desired.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Monitor call usage and report suspected or known violations to the Department Head or their designee. Maintain communication logs in accordance with the State of Florida Public Records laws and assist the City Clerk or designee with compiling electronic public records requests when needed.

19.8 Policy History

Adopted: 06/10/10

Approval: City Manager

Revised: 06/20/17

Approval: City Council

Revised: 10/27/11

Approval: City Manager

Policy 20.0 – Operating System Patch Policy

20.1 Policy

It is the policy of the City of Mount Dora to provide and maintain up-to-date operating system critical and security patches on all laptops, desktops, servers, and mobile devices installed to protect the asset from known vulnerabilities.

20.2 Purpose/Description

Operating system patch management ensures confidentiality, integrity, and availability of data on our network systems. The IT Department has an obligation to provide appropriate protection against malware threats, such as viruses, Trojans, worms, and ransomware, which could adversely affect the security of the system or its data entrusted on the system. Effective implementation of this policy will limit the exposure and effect of common malware threats to the systems within this scope.

20.3 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all City employees. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

20.4 Responsibilities

End Users – Must be aware of these policies and ensure compliance. Shall apply approved patches by observing system notifications and rebooting computers when necessary.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Manage patching needs of all workstations, servers, mobile devices, and any equipment maintained by the IT Department, on or off the network, and routinely assess compliance with the patching policy.

20.5 Policy History

Adopted: 06/20/17

Approval: City Council

Revised: xx/xx/19

Approval: xxxxxxxxxxxx

Policy 21.0 – Public Key Infrastructure

21.1 Policy

It is the policy of the City of Mount Dora to provide secure electronic transfer of information through digital certificates where simple passwords are an inadequate authentication method and more rigorous proof is required to confirm the identity of the parties involved in the communication and to validate the information being transferred.

21.2 Purpose/Description

Digital certificates provide a method for allowing exchange of information securely over the Internet using the public key infrastructure. Digital certificates provide identifying information, are forgery resistant, and can be verified. The certificate contains the name of the certificate holder, a serial number, expiration dates, a copy of the certificate holder's public key and the digital signature of the certificate-issuing authority (CA) so that a recipient can verify that the certificate is real.

21.3 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all City employees. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary.

21.4 Responsibilities

End Users – Must be aware of these policies and ensure compliance. Upon issuance of the certificate, end-users provide a secure password separate from any other passwords, and utilize such password for remote access to network resources. Report any connectivity and/or certificate issues to the IT Department.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Manage the Public Key Infrastructure for creating, managing, distributing, using, storing, approving, and revoking digital certificates. Enforce the utilization of passwords when certificates are issued. Maintain functionality of the radius authentication server and compliance of the PKI policy.

21.5 Policy History

Adopted: 06/20/17
Revised: 10/27/11

Approval: City Council
Approval: City Manager

Policy 22.0 – Bluetooth

22.1 Policy

It is the policy of the City of Mount Dora to allow use of Bluetooth devices in an acceptable use scenario.

22.2 Purpose/Description

Bluetooth enabled devices enhance the user experience and are allowed for use within the City of Mount Dora IT infrastructure with exceptions. Insecure Bluetooth connections can introduce a number of potential serious security issues; hence, there is a need for a minimum standard for connecting Bluetooth enabled device to ensure sufficient protection of Personally Identifiable information (PII) and confidential data.

22.3 Acceptable Use

1. No Bluetooth Device shall be deployed on City equipment that does not meet a minimum of Bluetooth v2.1 specification without written authorization from the IT Department. Under no circumstance shall any Bluetooth device using versions 1.x, 2.0, or 4.0-LE be deployed on the City's equipment. Any Bluetooth equipment purchased prior to this policy must comply with all parts of this policy unless approved by the IT Department (i.e. older versions of equipment may be grandfathered in by the IT Department).
2. When pairing your Bluetooth unit to your Bluetooth enabled equipment (i.e. phone, laptop, etc.), ensure that you are not in a public area where your PIN can be compromised. If your Bluetooth enabled equipment asks for you to enter your pin after you have initially paired it, you must refuse the pairing request and repair your device when you are in a secure area.
3. All Bluetooth devices shall employ 'security mode 3' which encrypts traffic in both directions, between your Bluetooth device and its paired equipment.
4. All Bluetooth devices shall use a minimum PIN length of 4 characters. A longer PIN provides more security.
5. All Bluetooth devices shall be in hidden mode (non-discoverable).
6. Only activate Bluetooth when it is needed.
7. Ensure device firmware is up-to-date.

22.4 Unauthorized Use

1. Eavesdropping, device ID spoofing, DoS attacks, or any form of attacking other Bluetooth enabled devices.
2. Using City of Mount Dora owned Bluetooth equipment on non-City of Mount Dora owned Bluetooth enabled devices.
3. Unauthorized modification of Bluetooth devices for any purpose.

22.5 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all City employees. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

22.6 Responsibilities

End Users – Must be aware of these policies and ensure compliance. Bluetooth mode must be turned off when not in use. PII and/or City of Mount Dora confidential or sensitive data must not be transmitted or stored on Bluetooth enabled devices. Bluetooth users must only access City of Mount Dora information systems using Bluetooth device hardware, software, solutions, and connections *approved* by the IT Department. Bluetooth users must act appropriately to protect information, network access, passwords, cryptographic keys, and Bluetooth equipment. Bluetooth users are required to report any misuse, loss, or theft of Bluetooth devices or systems immediately to the IT Department.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Periodically review industry Bluetooth standards and update as needed. Report violations to Department Heads.

22.7 Policy History

Adopted: 06/20/17

Approval: City Council

Revised: 10/27/11

Approval: City Manager

Policy 23.0 – Change Management

23.1 Policy

It is the policy of the City of Mount Dora to provide documented change management whenever possible to ensure that information resources are protected against improper modification before, during, and after system implementation.

23.2 Purpose/Description

The City of Mount Dora technology infrastructure is continuously becoming more complex, and increasingly more staff are dependent on the network, computers, and application programs to perform their daily tasks. As the interdependency between the IT Department's resources grow, the need for a strong change management policy is essential. From time to time, each element requires an outage for planned upgrades, maintenance, or fine-tuning. Additionally, unplanned outages may occur which may result in upgrades, maintenance, or fine-tuning. Managing these changes is a critical part of providing a robust and valuable IT

infrastructure. The purpose of the policy is to manage changes in a rational and predictable manner so that staff and clients can plan accordingly. Changes require serious forethought, careful monitoring, and follow-up evaluation to reduce negative impact to the user community and to increase the value of information resources.

23.3 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all IT Department staff. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

23.4 Responsibilities

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Where at all possible, document all installations, upgrades, modifications, and changes, of server, networking, security hardware or software, patches, interim fixes, and Firewall changes, in the IT Department work order system.

23.5 Policy History

Adopted: 06/20/17

Approval: City Council

Revised: 10/27/11

Approval: City Manager

Policy 24.0 – Network Account Management

24.1 Policy

It is the policy of the City of Mount Dora to provide documented network account management to ensure that information resources are protected against improper use and modification and access is given on a least privilege, as authorized basis.

24.2 Purpose/Description

A user account is a set of credentials consisting of both a username and password that allows access to a system's resources. Management of all user accounts is essential is protecting the network resources from unauthorized access.

24.3 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all IT Department staff. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

24.4 Responsibilities

Department Heads – Provide an IT Authorization form to the IT Department in a timely manner to document the hiring and termination of all employees for purposes of enabling and deactivating system access to network resources. Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Ensure all new user account creation and terminations have been authorized by the appropriate Department Head with approval by the Human Resources Department via the submission of a completed IT Authorization form. Document all new account creations, changes, and modifications, to all network and local machine user accounts via the IT Department work order system.

24.5 Policy History

Adopted: 06/20/17

Approval: City Council

Revised: 10/27/11

Approval: City Manager

Policy 25.0 – Wireless

25.1 Policy

It is the policy of the City of Mount Dora to provide wireless access for specific uses as determined by the IT Department.

25.2 Purpose/Description

The purpose of the policy is to secure and protect the information assets owned by the City of Mount Dora. Wireless connectivity improves the end-user experience as it aids in accomplishing tasks and increasing productivity.

25.3 Acceptable Use

All wireless rights must be authorized by the IT Department. All wireless infrastructure devices that connect to a City of Mount Dora network, or provide access to City of Mount Dora information must adhere to the following:

1. Be installed, supported, and maintained by the IT Department.
2. Use approved authentication protocols and infrastructure.
3. Use approved encryption protocols.
4. Maintain hardware address (MAC address) that can be registered and tracked.
5. Not interfere with wireless access deployments maintained by other support organizations.

25.4 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all IT Department staff. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

25.5 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Obtain authorization from the IT Department for wireless access. Report any rogue wireless access devices, or any known attempts for unauthorized access via wireless access devices, to the IT Department immediately.

Department Heads – Provide an IT Authorization form to the IT Department in a timely manner to document the hiring and termination of all employees for purposes of enabling and deactivating system access to network resources. Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Verify compliance of this policy through various methods to include, but not limited to, periodic walk-thru, business tool reports, and auditing. Report violations to Department Head.

25.6 Policy History

Adopted: 06/20/17

Approval: City Council

Revised: 10/27/11

Approval: City Manager

DRAFT

Policy 26.0 – Vendor Access

26.1 Policy

It is the policy of the City of Mount Dora to provide vendor access to information technology resources for specific uses as determined by the IT Department.

26.2 Purpose/Description

The purpose of the policy is to establish the rules for vendor access to City of Mount Dora resources and support services (A/C, UPS, etc.). The policy applies to all individuals who are responsible for the installation of new IT assets, and the operations and maintenance of existing IT assets, and who do or may allow vendor access for maintenance, monitoring, and troubleshooting purposes.

26.3 Requirements

Vendors must provide specific details of what access is being requested, along with an effective date range. Vendor access accounts will be created, as needed, for authorized maintenance or as deemed necessary by the IT Department for the proper functioning of the systems. Vendor access methods will be approved by the IT Department. Departments are prohibited from providing vendor access to network resources without authorization by the IT Department. All vendor accounts shall be removed when the effective date range has ended, or upon the completion of services provided by the vendor, whichever comes first.

All vendors will be provided with a copy of the City's IT Policy Manual and must verify, in writing, acceptance of said policies. All vendors will be required to comply with said policies at all times.

26.4 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all City of Mount Dora staff. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Any failure to follow this policy will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide. Any vendor in violation of this policy may result in the removal of accounts and any access to the City's information technology resources.

26.5 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Obtain authorization by the IT Department to provide vendor access to network resources. Report any known unauthorized vendor access to the IT Department immediately.

Department Heads – Provide written requests for vendor access to the IT Department in a timely manner. Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Verify compliance of this policy through various methods to include network monitoring, business tool reports, and auditing. Report violations to Department Head. Monitor vendor compliance with these policies.

26.6 Policy History

Adopted: 06/20/17

Approval: City Council

Revised: 10/27/11

Approval: City Manager

DRAFT

Policy 27.0 – Media Destruction

27.1 Policy

It is the policy of the City of Mount Dora to properly dispose/sanitize/destroy physical and/or electronic IT related media.

27.2 Purpose/Description

The purpose of the policy is to outline the proper disposal/sanitization/destruction of IT related media (physical or electronic). These rules are in place to protect sensitive and classified information, employees, and the City of Mount Dora.

27.3 Requirements

When no longer usable, hard drives, diskettes, tape cartridges, CDs, and other similar items used to process, store and/or transmit data, shall be properly disposed of in accordance with measures established below, after all data has been preserved pursuant to Chapter 119 of the Florida State Statutes retention requirements:

1. Classified as surplus and sold or disposed of through the use of electronic recycling with an approved vendor that meets industry standard certifications.
2. Physical destruction of the media resulting in 100% unreadability.

27.4 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all IT Department staff. Violations of this policy will result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

27.5 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Report any known unauthorized destruction to the IT Department immediately.

Department Heads – Must be aware of these policies and ensure compliance. Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Verify compliance of these policies and ensure compliance. Report violations to Department Head.

27.6 Policy History

Adopted: 06/20/17

Approval: City Council

Revised: 10/27/11

Approval: City Manager

Policy 28.0 – Security Alerts & Advisories

28.1 Policy

It is the policy of the City of Mount Dora to monitor and disseminate to staff security alerts and advisories as appropriate.

28.2 Purpose/Description

The purpose of the policy is to outline the procedures for monitoring and disseminating information related to security alerts and advisories to staff.

28.3 Requirements

Security alerts and advisories shall be obtained via various agencies such as US-CERT, CISA, and MS-ISAC. Alerts deemed appropriate shall be disseminated to City staff.

28.4 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Must review all security alerts and advisories received.

Department Heads – Must be aware of these policies and ensure compliance. Must review all security alerts and advisories received.

IT Department – Issue alerts and advisories to City staff.

28.5 Policy History

Adopted: 06/20/17

Approval: City Council

Revised: 10/27/11

Approval: City Manager

Policy 29.0 – Log Review

29.1 Policy

It is the policy of the City of Mount Dora to collect and review logs relating to the information system security in accordance with various agency, local, state, and federal requirements.

29.2 Purpose/Description

Information regarding an incident may be recorded in several places, such as firewalls, routers, WiFi devices, and application logs. Logs are generated, collected, and monitored for inappropriate activity and security breaches.

29.3 General Requirements

Logs generated by systems are to be maintained and reviewed according to various agency, local, state and federal requirements on a monthly basis.

29.4 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all IT Department staff. Information security and internal audits may be conducted randomly to ensure compliance with policy without notice. Any system found in violation of this policy shall require immediate corrective action. Violations shall be noted in the IT Department's work order tracking system and shall be dispatched to remediate the issue. Repeated failures to follow policy will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

29.5 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Be aware that activity on the City network is monitored.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Maintain and monitor logs in compliance with various agency, state and federal requirements.

29.6 Policy History

Adopted: 06/20/17

Approval: City Council

Revised: 10/27/11

Approval: City Manager

Policy 30.0 – Cybersecurity and User Awareness Testing

30.1 Policy

It is the policy of the City of Mount Dora to conduct simulated cybersecurity attacks on the users of the City's systems in an effort to reduce and mitigate cybersecurity risks.

30.2 Purpose/Description

The purpose of this policy is to test employees through simulated phishing attacks in order to gain a greater knowledge and awareness of cybersecurity attacks. User awareness training can teach employees to identify information in emails, such as, misspelled words, poor grammar, links that are altered or point to websites that do not match the sender, or messages that contain threats.

User awareness training can aid in the identification of system vulnerabilities, physical and digital. IT staff can evaluate employee responses and adjust strategies to aid in the effectiveness of training and cybersecurity user awareness testing.

30.3 Enforcement

Implementation and enforcement of this policy is ultimately the responsibility of all IT Department staff. Information security and internal audits shall be conducted to ensure compliance with policy without notice. Any user found in violation of this policy shall require immediate corrective action in the form of training or other necessary action, however, habitual violation or destructive violation of this policy will be reported to the violator's Department Head or the City Manager and may result in disciplinary action, if necessary, as outlined in the Employee Policy & Procedure Reference Guide.

30.4 Responsibilities

End-Users – Must be aware of these policies and ensure compliance. Cybersecurity and the protection of the City's systems and information assets are the responsibility of all users.

Department Heads – Ensure enforcement of the policies through disciplinary actions, if necessary, for those violating the policy.

IT Department – Utilize software tools to simulate phishing attacks. Educate users in the dangers of clicking links and opening attachments from unknown sources. Maintain and monitor logs in compliance with various agency, state and federal requirements.

30.5 Policy History

Adopted: 09/19/19

Approval: City Council

Policy 31.0 – Video Security System

31.1 Policy

It is the policy of the City of Mount Dora that Video Security System shall be installed in the sole and absolute discretion of the City of Mount Dora as it deems necessary and appropriate for monitoring and recording public and restricted areas for the purpose of safety and security.

31.2 Purpose/Description

The purpose of this policy is to outline the responsible use of the Video Security System. The Video Security System is used for recording, monitoring, and storing video of properties owned or leased by the City or that the City has access to for the express purposes of enhancing safety and security of all persons and property, including asset protection, crime deterrence, suspect identification, and evidence gathering.

Video security equipment may be installed in and around City-owned and leased buildings or property in the sole discretion of the City of Mount Dora as it deems necessary and appropriate. The City will only permit the use of a Video Security System for the purpose of safety and security of persons and property. Video Security Systems may be used by the City to:

- Protect assets.
- Manage risk and liability.
- Provide a record of unlawful acts and/or breaches of City policy.
- To prevent or deter illegal activities; and
- Aid in the investigation of illegal activities.

The City recognizes the need for synergies between an individual's right to privacy and the City's duty to promote and maintain a safe and secure environment. The use of a Video Security System may result in the collection of personal information in the form of images (both still and live).

31.2.1 Uses of Video Security System

- Video security equipment may be in operation 24 hours per day on a year-round basis.
- Due to the nature of electronic equipment and distributed networks, the presence of a video camera does not guarantee the availability of a video recording.
- The use of the Video Security System shall be supervised and controlled by the IT Department.
- Video recordings may be used as evidence if any person has engaged in behavior that violates any City ordinances or policies, state, or federal law.
- Internal requests for Video Security System footage will only be provided with approval from the City Manager.
- Video recordings shall be maintained pursuant to Florida law, including any exemptions which may apply.

31.2.2 Prohibited Use of the Video Security System

- Video security equipment shall not be used or installed in areas where the public, employees and/or staff have a reasonable expectation of privacy, such as locker rooms and restrooms.
- The Video Security System shall not be used for time and attendance tracking.
- Employees are prohibited from unauthorized use, tampering with, or otherwise interfering with video recordings and/or video camera equipment.
- Employees are prohibited from recording, copying (including screen shots, screen recording, etc.) footage from any Video Security System.

31.3 Enforcement

Implementation and enforcement of this policy is the responsibility of the IT Department. Violations of this policy may result in disciplinary action, as outlined in the Employee Policy & Procedure Reference Guide.

31.4 Responsibilities

End-Users – Must be aware of these policies and comply with the same. Report any known unauthorized usage to the IT Department immediately.

Department Heads – Must be aware of these policies and ensure compliance through disciplinary action, as necessary.

IT Department – Verify compliance of this policy and ensure compliance. Report violations to Department Head.

31.5 Policy History

Adopted: 04/05/22

Approval: City Council

Appendix A

IT Authorization Form

(the form is available in a fillable .pdf format and can be submitted via email)

DRAFT



CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Report and Recommendation from the Building Height Advisory Committee and Council direction related to the Report and Recommendations

Introduction:

This is a request for City Council to receive the report and recommendations from the Building Height Advisory Committee and for City Council to provide direction related to the Report and Recommendation.

Discussion:

On March 17, 2022, the Building Height Advisory Committee met and voted on four motions to bring to the City Council for recommendation. The motions are as follows:

1. MOTION BY COMMITTEE MEMBER HOMICH FOR THE CITY COUNCIL TO PLACE THE PETITION AS SUBMITTED BY THE PETITIONERS ON THE NEXT BALLOT; COMMITTEE MEMBER LOTHER SECONDED THE MOTION. MOTION FAILED BY A ROLL CALL VOTE. (5-6)

2. MOTION BY COMMITTEE MEMBER ONDRASIK FOR THE CITY COUNCIL TO DRAFT ITS OWN ORDINANCE FOR A CHARTER AMENDMENT THAT WOULD INCLUDE A LIMITATION ON BUILDING HEIGHT AND ALSO A SPECIFIC PROCESS AND PROCEDURE FOR VARIANCES WHICH SHALL BE PLACED WITHIN THE LAND DEVELOPMENT CODE; SECONDED BY COMMITTEE MEMBER BELIVEAU. MOTION APPROVED BY ROLL CALL VOTE.(9-2)

3. MOTION BY COMMITTEE MEMBER ONDRASIK FOR THE CITY COUNCIL TO DRAFT AN ORDINANCE TO INCLUDE IN THE LAND DEVELOPMENT CODE THAT WAS PROVIDED TO THE COMMITTEE (DRAFTED BY COMMITTEE MEMBER TOM PAULS) AMENDING NUMBER SEVEN AND NUMBER FOUR AS DISCUSSED, TO ALLOW FOR A SPECIFIC VARIANCE FOR PROPERTIES WITHIN THE BUILDING HEIGHT IMPACT DISTRICT; COMMITTEE

MEMBER BELIVEAU SECONDED THE MOTION. MOTION WAS APPROVED BY ROLL CALL VOTE. (8-3)

4, MOTION BY COMMITTEE MEMBER ONDRASIK FOR THE CITY TO CONDUCT A SURVERY OF THE BUILDING HEIGHT IMPACT DISTRICT BUSINESS OWNERS REGARDING IMPACTS; SECONDED BY COMMITTEE MEMBER BELIVEAU. MOTION APPROVED BY ROLL CALL VOTE. (10-1)

Attachment #1, titled Summary and proposed code changes, are the documents provided to the Building Height Advisory Committee from Committee Member Thomas Pauls for the discussion on the Land Development Code Amendment, which relates to the Motion #2 in the Committee's recommendation to the City Council.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation For City Council to receive the Report and Recommendation from the Building Height Advisory Committee and provide directions related to the Report and Recommendations.

Attachment(s):

1. Attachment 1- Summary DRAFT .v3 of LDC revisions - MDBHAC 3.8.22 (1) (002)

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

Approved - 3/30/2022
Approved - 3/30/2022
Final Approval - 3/31/2022

ATTACHMENT #1
DRAFT .V3 - March 17, 2022
Summary of Key Revisions
To the Mount Dora Land Development Code

As recommended by the
Mount Dora Building Height Advisory Committee

The goal of this recommended Land Development Code text amendment is to establish clear and effective zoning variance provisions designed to limit the maximum height of buildings and structures within the historic downtown area of Mount Dora.

Key Revisions:

1. Create a new ‘Building Height Impact District’ map
2. Provide a meaningful ‘Purpose and Intent’ statement to establish a solid foundation upon which the new variance provisions are based.
3. The ‘by right’ maximum height of a building, structure (including parking garages), and appurtenance located within the Building Height Impact District is 35 feet, except this maximum height is 25 feet within 100’ along Lake Dora.
4. The tests for variance applications within the District have been strengthened considerably. All variance applications shall be prohibited for any kind of building, structure or appurtenance exceeding a height of 40 feet within the District or a height of 30 feet within 100 feet along Lake Dora.
5. The revised variance test clarifies the disqualification of self-imposed circumstances and augments the requirement to satisfy any claim of undue hardship.
6. Each and every one of the nine variance tests must be fully met or the application shall be recommended for denial by the Planning and Zoning Commission and shall be denied by the City Council.

7. Even if all variance tests are met completely, the application must be approved by a supermajority vote of City Council, irrespective of the number of voting members, or it shall fail and be denied.
8. Any proposed text or map changes to Section 3.5.6.2 or Section 3.4 as it relates to the height of buildings, structures, or appurtenances within the Building Height Impact District shall not be considered until it has been placed on a clearly worded ballot and decided by a majority vote of Mount Dora electorate.
9. The existing Land Development Code provisions that allow any parking garage heights up to 55 feet within the District have been eliminated. This provision affects all properties located in the District including, but not limited to, the following zoning classifications:
 - a. PUD Planned Unit Development
 - b. C-2 Downtown Commercial
 - c. C-2A Peripheral Commercial
 - d. PLI Public Lands and Institutions
 - e. MU-2 Mixed Use Downtown
10. While certain zoning classifications are located both inside and outside the Building Height Impact District, the recommended LDC revisions ensure regulatory consistency as may be applied to such properties.
11. Public notification requirements including newspaper publications, postal mailings and posted signs are more clearly described.
12. Provides additional clarity regarding the definition of ‘variance’ and adds text emphasizing a key tenant of adopted zoning regulations – the presumption of correctness.

13.No substantive changes have been made to the Land Development Code regarding variance provisions affecting properties located outside the Building Height Impact District.

DRAFT .V3
RECOMMENDED LAND DEVELOPMENT CODE AMENDMENT
by the
MOUNT DORA BUILDING HEIGHT ADVISORY COMMITTEE
Date: 3-17-2022

Note: Underlined words constitute additions to existing text, ~~striketrough~~ constitutes deletions from existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 2.5. - Planning and zoning commission.

Section 2.5.1 Powers and Duties

6. *Variances.* For lands located inside the boundary of the ‘Building Height Impact District’, as defined by sub-section 3.5.6.2 , applicants shall adhere the to special variance provisions and public hearing procedures. All other variance types, shall meet the provisions of Section 2.5.

The planning and zoning commission shall hear and decide requests for variances from the terms of the zoning regulations where, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship upon, and personal to, the applicant therefor, and not surrounding properties. In order to authorize a variance, the commission must find:

- a. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same zoning district; such on-site conditions may include, but are not limited to, topography, preservation of vegetation, access, vehicular and pedestrian safety and preservation of scenic views;
- b. That the special conditions and circumstances do not result from the actions of the applicant;
- c. That granting the variance requested will not confer on the applicant any special privilege that is denied ~~by the chapter~~ to other lands, buildings or structures in the same zoning district;
- d. That literal interpretation of the provisions would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would result in work-[ineur] unnecessary and undue hardship on the applicant;
- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;
- f. That the grant of the variance will be in harmony with the general intent and purpose of this code and the comprehensive plan, will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and

g. The granting of the variance will not be detrimental to the property or improvements in the area in which the property is located.

In granting any variance within their authority, the commission may prescribe appropriate conditions and safeguards, the violation of which shall be deemed a violation of this code. The commission may also prescribe a reasonable time limit within which the action for which the variance was requested shall be begun, completed or both.

Under no circumstances shall the commission grant a variance which permits a use not generally, or by conditional use, permitted in the zoning district involved, or any use expressly or by implication prohibited, by the terms of this code in the zoning district involved. Nonconforming uses of neighboring lands, structures or buildings in the same zoning classifications or district, and permitted uses of lands, structures or buildings in other zoning classifications or districts shall not be considered grounds for the authorization of a variance.

3.4. - Establishment of zoning districts.

3.4.5. PUD Planned Unit Development District:

4. *Site development standards.* Unless modified as provided for herein, the standards of conventional zoning districts and the design standards of this code shall apply. Revised standards may be approved for a PUD project to encourage creative development when the development proposal demonstrates increased protection of natural resources, improved living environment or increased efficiency of service delivery.

g. Special restrictions for proposed PUD's located within the Building Height Impact District: Lands within the Building Height Impact District, as defined in sub-section 3.5.6.2, are subject to the building heights limitation of the district. No PUD can exceed the heights restrictions of sub-section 3.5.6.2 of this code. Building and structure height maximum shall be 35 feet and within 100 feet of Lake Dora, shall be at a maximum of 25 feet within the Building Height Impact District.

3.4.7 C-2 Downtown Commercial District.

5. Site development standards:

a. Minimum building setbacks: At a minimum, buildings shall be set back from property lines consistent with existing adjacent or nearby buildings so as to provide a uniform frontage and spacing without blocking reasonable visibility of existing buildings.

b. Maximum building heights: 35 feet ~~and~~

~~i. Within~~ within 100 feet of Lake Dora: 25 feet.

~~ii. Parking garage maximum height: 55 feet and 25 feet within 100 feet of Lake Dora.~~

3.4.7-A C-2-A Peripheral Commercial District.

5. Site development standards:

b. Building height maximum: 35 feet and 25 feet within 100 feet of Lake Dora.

~~i. Within 100 feet of Lake Dora shall be at a maximum of 25 feet.~~

~~ii. Parking garage maximum height: 55 feet and 25 feet within 100 feet of Lake Dora.~~

3.4.13. PLI Public Lands and Institutions District.

5. Site development standards:

b. Maximum building height: 35 feet and
~~Parking garage maximum height: 55 feet and~~ 25 feet within 100 feet of Lake Dora.

3.4.16. MU-1 Mixed Use Traditional and MU-2 Mixed Use Downtown Districts:

7. Site development standards: The following requirements shall be observed in all mixed-use developments, except where the requirement is more specifically attributed to horizontal mixed use, or vertical mixed use, as the case may be.

a. *Minimum site area designated.* There are no minimum site area requirements.

b. *Minimum height.* Within storefront areas (i.e., vertical mixed use), buildings shall be a minimum of two stories in height, but cannot exceed the height requirements listed below by district.

c. *Maximum height* shall be restricted by district as follows:

(1) *MU-1:* The height for a vertical mixed use building shall not exceed five stories in height, or 60 feet, whichever is greater. No parking structure shall exceed a height of 50 feet. Multiple story buildings are allowed, so long as redevelopment or new development provided proper setbacks from established residential neighborhood.

(2) *MU-2:* Building height is limited to 35 feet and cannot exceed 25 feet in height for building that are located within 100 feet of Lake Dora or in any other location in the MU-2 district where

surrounding scenic views of Lake Dora cannot be maintained. ~~Parking garage maximum height 55 feet.~~

3.5. - Supplemental regulations.

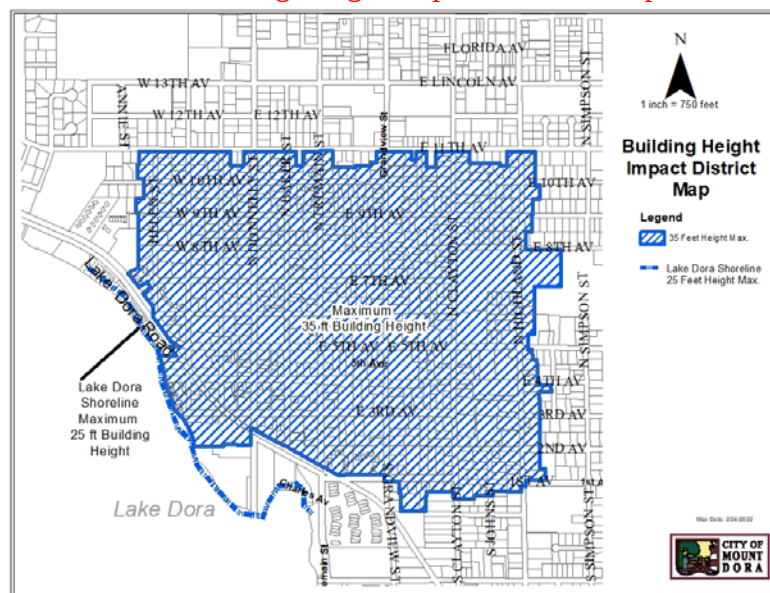
3.5.6. Height

1. Building and structure heights for lands located outside the Building Height Impact District may not exceed 35 feet for all zoning districts, except 60 feet within the MU-1 district, 65 feet within the C-3 district, and 100 feet within the WBI-E and WBI-G districts; ~~and maximum 55 height for parking garages within the C-2, C2A, and PLI and MU-2 zoning districts.~~ Chimneys, water, fire, telecommunication, radio and television towers, church spires, cooling towers, elevator bulkheads, smokestacks, and similar structures, and their necessary mechanical appurtenances may exceed 35 feet, subject to the restrictions herein, and any height limitations placed on such structures by the Federal Aviation Administration. No building, parking garage, or other structure shall exceed 25 feet if such building or structure is to be located within 100 feet of Lake Dora, or in any other location where surrounding scenic views of Lake Dora would be destroyed. Flagpoles may not exceed 45 feet in height in all zoning districts.

2. Building Height Impact District

- a. The purpose and intent of this section is to help safeguard the cultural heritage, architectural uniqueness and general historic character of the City of Mount Dora, among other objectives. It accomplishes these purposes by establishing regulatory provisions that regulate unacceptable building and structural heights within the special area designated as the 'Building Height Impact District' within the map depiction geographically shown below. Further, the purpose of this sub-section is to promote the preservation and appreciation of properties within this district, to contribute to the overall economic health of the downtown area, to reduce adverse environmental impacts, to help ensure that future development and improvements remain consistent with the prevailing architectural character of the designated area and to help protect stable neighborhoods located within and in the vicinity of the Building Height Impact District.

Building Height Impact District Map



Any proposed text or map changes to Section 3.5.6.2 or Section 3.4 as it relates to the height of buildings, structures, or appurtenances within the Building Height Impact District shall not be considered until it has been placed on a clearly worded ballot and decided by a majority vote of Mount Dora electorate.

b. Height regulations affecting areas and lands within the Building Height Impact District. The allowable height of buildings and structures located within the Building Height Impact District shall not exceed 35 feet, provided all of the requirements cited in sub-section 3.5.6(2.c) below are met with substantial competent evidence. The 35 feet height limitation applies to all buildings and structures including but not limited to chimneys, water, fire, telecommunication, radio and television towers, church spires, cooling towers, elevator bulkheads, smokestacks, and similar structures, and any related necessary mechanical appurtenances. No building or other structure shall exceed 25 feet if such building or structure is to be located within 100 feet of Lake Dora, or in any other location that would visually block 75% or more of surrounding panoramic view of Lake Dora. Further, all building and structures shall adhere to applicable regulatory provisions as required by the Federal Aviation Administration. Flagpoles may not exceed 45 feet in height.

c. Variances Building Height Requirements within the 'Building Height Impact District'. The Planning and Zoning Commission shall provide and forward a recommendation to the City Council for final action.

Following deliberation and public hearings of the proposed height variance request, the Planning and Zoning Commission and City Council shall find that the applicant has provided demonstrable evidence that they have met each of the requirements cited below and the failure to meet any one of these items shall result in the Planning and Zoning Commission recommending denial and the City Council shall disapprove the variance application. Variance for such request shall provide an application and related fees of this code. City Council's action for approval shall be by a supermajority vote (meaning at least one more vote over the minimum majority vote). These requirements and variance criteria are as follows:

- i. No building or structure shall exceed 40 feet in height, except that no building or structure shall exceed 30 feet in height within the 100 feet of Lake Dora;
- ii. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings within otherwise similarly situated properties;
- iii. That the special conditions and circumstances have not resulted from and do not result from the actions of the applicant;
- iv. That granting the variance requested will not confer on the applicant any special privilege that is denied to other lands, buildings or structures in the same zoning district;

- v. That literal interpretation of the provisions would deprive the applicant of rights commonly enjoyed by other similarly situated properties under the terms of the chapter and would effect an unnecessary and undue hardship on the applicant to the extent that the absence of the requested variance would essentially constitute a taking of the property;
- vi. That the variance, if granted, would result in the minimum necessary impact in order to make possible the reasonable use of the land, building or structure;
- vii. That the grant of the variance will be in harmony with the general intent and purpose of this code and the comprehensive plan, will not in any way be detrimental to the subject property, the surrounding neighborhood or the public health, safety or welfare. The Planning and Zoning Commission may recommend and City Council may prescribe appropriate conditions to further protect the public, health, safety and welfare;
- viii. Shall provide enhanced architectural standards, elements, features and other design standards; and
- ix. Additional building floors, improvements, or vertical expansions to existing structures are not allowed.

d. The following public hearing requirements for building or structural height variance applications within the 'Building Height Impact District' shall be as follows:

- i. The Planning and Zoning Commission shall hold at least one public hearing with proper public notice of this sub-section and shall provide their recommendation for either approval, approval with conditions, or denial to the City Council for consideration and final action.
- ii. Following receipt of the planning and zoning commission recommendation, the city council shall hold a public hearing with proper public notice before taking final action on the variance application under review.
- iii. In the city council public hearing where final action is taken, any approval or approval with condition shall be achieved with at least a supermajority vote (at least one more vote beyond a simple majority) of voting members of council present during these proceedings.

e. Public Notice for Publication and Posting Requirements:

- i. The City shall be required publish notice of a public hearing noticed on a variance application to be prepared and published in a newspaper having general circulation in the City within 10 days of scheduled Planning and Zoning Commission or City Council public hearings. Notice shall be published in the non-legal (i.e display advertisement) section of the newspaper. Ad size shall be minimum two columns wide.

- ii. Owners of real property within 300 feet of the land subject to an application shall be mailed via United States Postal Service a notice of the variance request; and the owner names and addresses used to mail required notice to owners of neighboring property shall be those shown on the current ad valorem tax rolls of Lake County.
- iii. Public Notice Requirements (Posted Sign or Signs): The City shall be required to post notice of a minimum size 8-1/2 inches by 17 inches poster size on the land subject to the application for variance, at a location adjacent to each abutting street that is clearly visible to traffic along the street. If no part of the subject land abuts a street, then the notice shall be posted in the right-of-way of the nearest street, and in a manner consistent with the intent of the provisions of this code.
- iv. Posted notice shall be in a manner established by the Planning Director.
- v. The content of required public notice shall, at a minimum the following: Identify the application; describe the nature and scope of the proposed variance request or action; and identify the date, time, and location of the public hearing(s) being noticed.

CHAPTER VIII. - DEFINITIONS

The following definitions shall apply throughout this code. Words not specifically defined or otherwise explained within this code shall be as defined in a standard dictionary or as understood by the development review coordinator. Definitions specifically related to signage shall be found within Chapter VI, Design Standards, Section 6.7, Signs.

Variance: As ~~it relates to the Land Development Code used in connection with the provisions of this act dealing with zoning,~~ a variance is a relaxation ~~of the terms~~ of the zoning ordinance ~~dimensional requirements and~~ where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. As used ~~herein in this act,~~ a variance is authorized only for ~~height,~~ area, dimensions, and size of buildings, structures or size of yards and open spaces. Establishment or expansion of a use otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district or classification or adjoining zoning districts or classifications. The provisions of the zoning regulations carry with them the presumption of correctness and variances shall not be the instrument used to dilute this fundamental tenant of land use regulation.



CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Utility Service Agreement and Annexation Covenant for CSD Groves between the City of Mount Dora, CSD Groves and Ashton Orlando Residential, L.L.C.

Introduction:

This is a request for the City Council to approve the Utility Service Agreement and Annexation Covenant for CSD Groves Round Lake Road and authorization for the Mayor to execute the Agreement on behalf of the City.

Discussion:

The subject site (Parcel ID# 35-19-27-0003-000-00900 / Alt Key #1098491) is located approximately one-half mile of south of SR 46 on the east portion of Round Lake Road, north of the Orange County Line, South of Birr Court (Attachment #1 Vicinity Map depicts the project location). The site is currently an active pasture utilized for cattle grazing. This parcel is located in Lake County and does not touch existing city limits; therefore, development approvals fall under Lake County. Annexation will occur at a later date, once this parcel is contiguous and eligible. The developer has submitted a land use and rezoning request to the County to develop a 264-unit residential (single-family lots) community on the 78.10 acre site. Attachment #2 is a copy of the concept plan being proposed by the developer under County review and approval. The site is within the Mount Dora JPA and will receive potable water, sanitary sewer and reclaim water services from the Mount Dora utility department.

In such cases, the County has notified through the Joint Planning Agreement (JPA) of the proposed residential development. During the City's review, the City staff notified the developer that connection to the City's central water, sewer, and reclaim-water systems are required. In addition, the developer has agreed to several development plan items to ensure the residential community reflects the design standards of the City's Land Development Code. These items have been included in the attached Utility Service Agreement and Annexation Covenant for CSD Groves. This is a normal utility agreement procedure for developments that occur outside the city limits that are not currently eligible for annexation, but within the JPA.

Budget Impact:

There is anticipated future revenue for the City with an agreement for the City to provide utility service for future development. The City utility impact fee program is designed to keep the utility infrastructure growth cost neutral to the current rate base.

Strategic Impact:

The City will provide the utility services necessary to support future development. Economic Development goals are included with these actions by promoting planning activities in and near the Wolf Branch Innovation District.

GOAL 1: Economic Development; Objective 1.1. Develop Wolf Branch Innovation District (WBID)

GOAL 2: Infrastructure / Public Safety

Recommendation City Council to accept the Utility Service Agreement and Annexation Covenant for CSD Groves Round Lake Road and and authorization for the Mayor to execute the Agreement on behalf of the City.

Attachment(s):

1. Attachment #1 Vicinity Map (ADA)
2. Attachment #2 CSD Groves Concept Plan (Informational) (ADA)
3. Agreement between Ashton Orlando Residential, CSD Groves and City of Mount Dora
SGS

Prepared by: Ethan Hand

Reviewed by: Vince Sandersfeld, Planning and Development Director
Josef Grusauskas, Utilities & Plant Operations Director
Sherry Sutphen, City Attorney
Jessica Burnham, City Clerk
Jeanann Hand, Deputy City Clerk
Patrick Comiskey, City Manager

Approved - 3/16/2022

Approved - 3/17/2022

Approved - 3/30/2022

Approved - 3/30/2022

Approved - 3/30/2022

Final Approval - 3/31/2022

VICINITY MAP

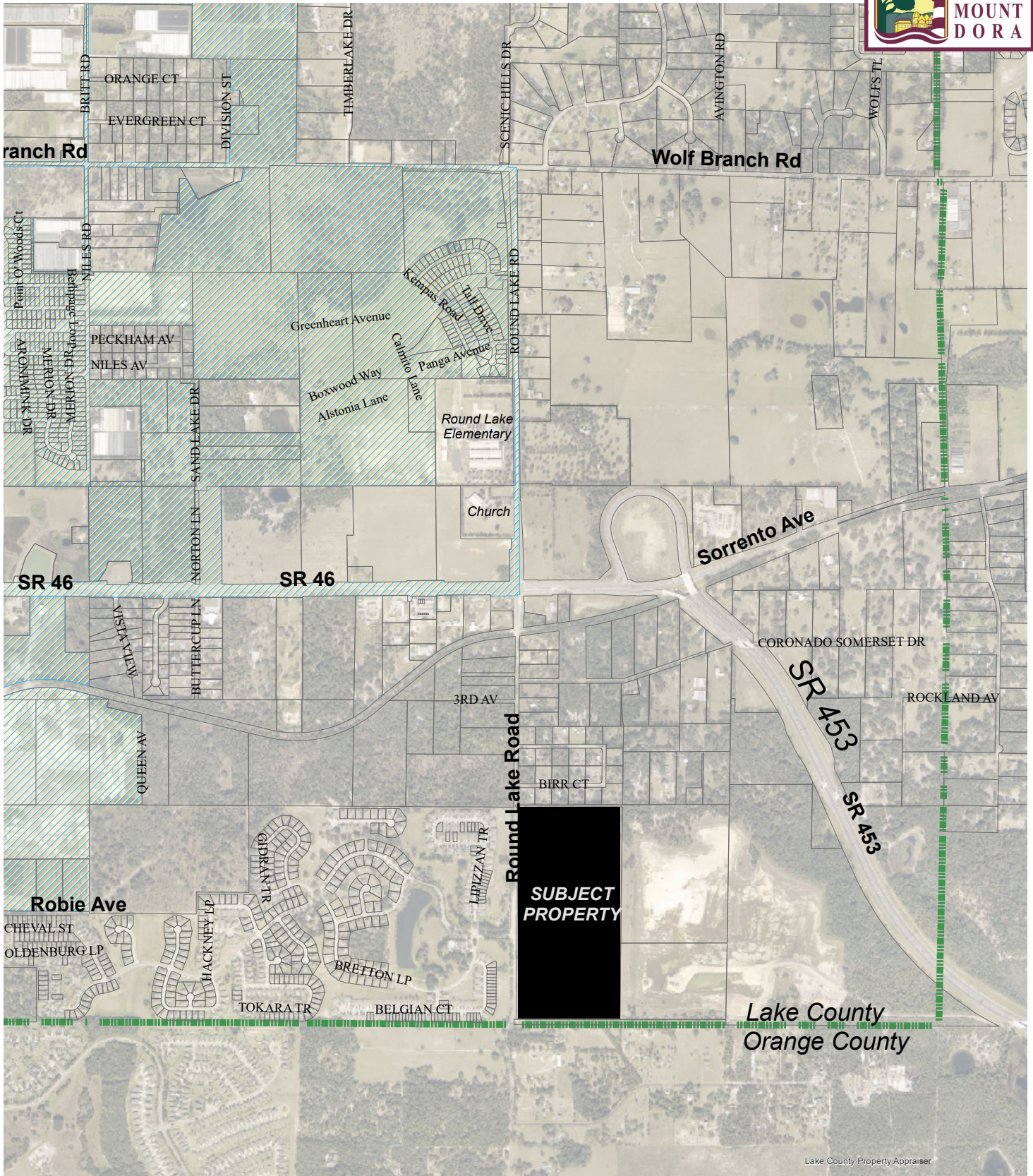
Legend

-  City Limits
-  JPA
-  Subject Property

N



N.T.S.



Lake County Property Appraiser

LEGAL DESCRIPTIONS

W 1/2 OF SW 1/4--LESS RD R/W & LESS S 66 FT THEREOF--
ORB 1289 PGS 896-898

General Notes:

1. Site Access shall be via Round Lake Road. The internal roads shall be public and shall be owned and maintained by Lake County.
2. The project will be designed with stormwater management ponds that will accommodate the entire property. The pond will be designed in accordance with Lake County and SJRWMD standards.
3. Based upon FIRM Map #120690C0939E the site is not within a flood Zone.
4. Utility infrastructure shall be public and dedicated to the City of Mount Dora.
5. Water service will be provided by the City of Mount Dora.
6. Wastewater Service shall be provided by the City of Mount Dora.
7. Reclaim water Service shall be provided by the City of Mount Dora.
8. Fire Protection shall be provided by Lake County Fire and Rescue.
9. Police Protection shall be provided by Lake County Sheriff's Department.
10. Project may be constructed in multiple phases. Determination for phasing shall be established at Preliminary Subdivision Plan development.

11. Pedestrian and bicycle cross access shall be provided to the property along the eastern property line consistent with sheet LUP-101.

CSD GROVES PUD

PARCEL ID #
35-19-27-0003-000-00900 / ALT Key 1098491

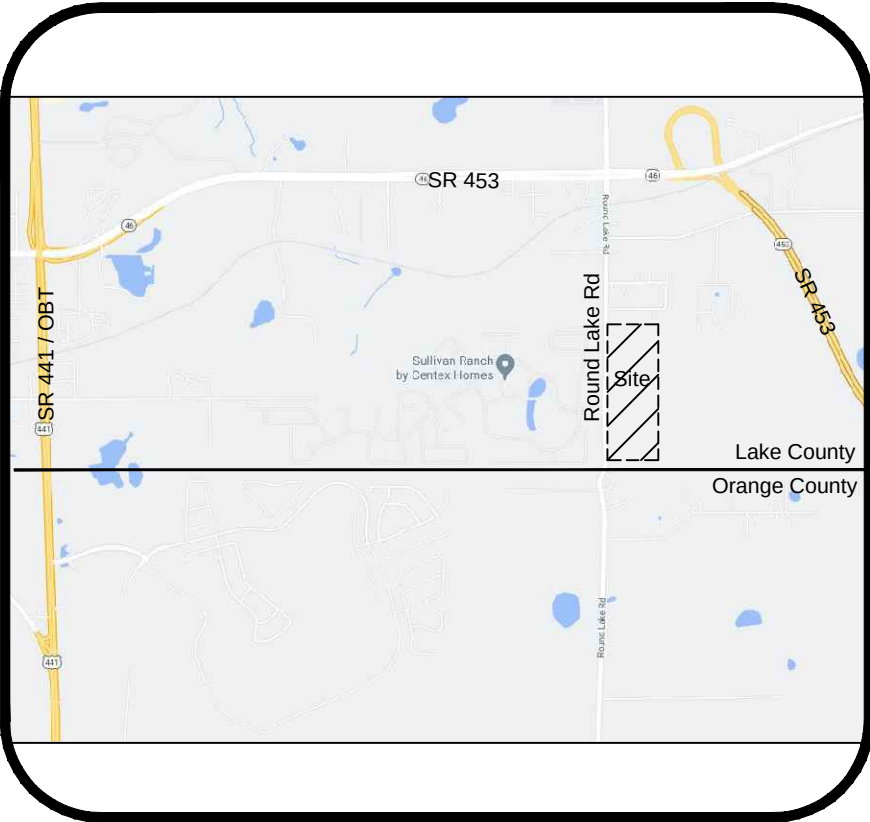
Landuse / Rezoning Plan

Lake County Florida
June 2021

Prepared For:
Ashton Woods
1064 Greenwood Blvd, Suite 124
Lake Mary Florida, 32746

Revisions

1	08.10.21	Per Staff Comments Dated 08.03.21	wgm
2	01.12.22	Per Staff Comments	wgm



Location Map

Site Data		
Parcel ID #	35-19-27-0003-000-00900	
Altkey	1098491	
Total Land area	78.1 ac	
Right of Way Dedication	3 ac	1
Net Developable Land Area	75.1 ac	
Existing Zoning	A	
Proposed Zoning	PUD	
Overall Residential		
Total Units	264 du	
Overall Density	3.52 du/ac	1
Required Open space	18.78 ac	
Required Recreation	1.02 ac	
Minimum Lot Size	50'x120'	6,000sf
Minimum Living Area	1,500 sf	
Water and Sanitary Sewer	Yes	
Setbacks		
Front	20'	
Front Porch	12'	
Rear	20'	
Side	5'	
Accessory Building	5'	
Infrastructure		
Potable Water (City of Mount Dora)	77,200 gpd	
Wastewater (City of Mount Dora)	54,040 gpd	
Reclaim Water (City of Mount Dora)	43,000 gpd	

Team Members

Owner
CSD Groves
C/O Charles Brown
17734 E Lake Jem Rd
Mount Dora, FL 32757

Developer
Ashton Woods
1064 Greenwood Blvd, Suite 124
Lake Mary, Florida 32746
Contact: Tina Lee

Civil Engineering
Madden Moorhead and Stokes, Inc.
431 E Horatio Ave
Maitland, FL 32751
Contact: Chadwick Moorhead

Environmental Consultant
Universal Engineering Sciences.
3532 Maggie Blvd,
Orlando, FL 32811
Contact: Ms. Autumn Mercer

Applicant / Planner
Daly Design Group
913 N Pennsylvania Ave
Winter Park, Florida 32789
Contact: Tom Daly

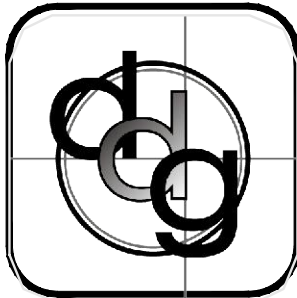
Geotechnical Consultant
Universal Engineering Sciences.
3532 Maggie Blvd,
Orlando, FL 32811
Contact: Gautham Pillappa, PE

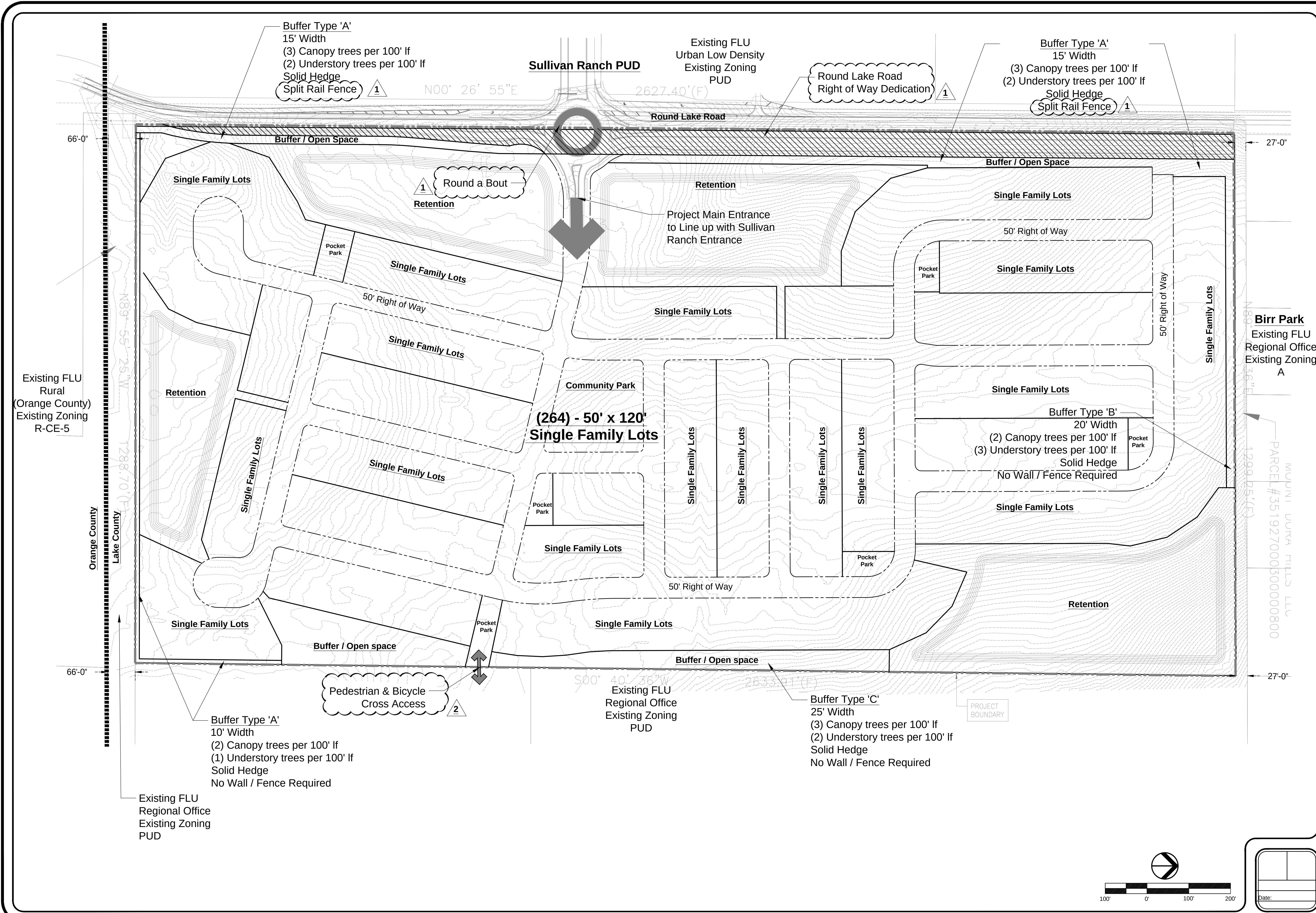
Surveyor
Hamilton Engineering and Surveying LLC.
775 Warner Lane
Orlando FL 32803
Contact: Aaron Murphy

Traffic Engineer
Traffic & Mobility Consultants LLC
3101 Maguire Blvd, Suite 265
Orlando, FL 32803
(407) 531-5332
Contact: Mohammed Abdallah, PE, PTOE

daly design group inc.
Urban Planning · Landscape Architecture · Project Management
913 N Pennsylvania Ave, Winter Park, FL 32789
Phone 407.740.7373 · www.dalydesign.com

Sheet Index
CVR - Cover
LUP - 101 - Proposed Land Use Plan
Survey

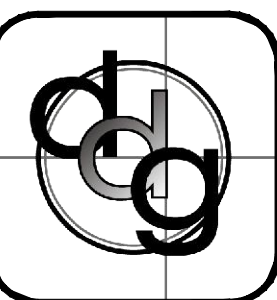




daly design group inc.

Urban Planning, Landscape Architecture, Project Management, Development Consulting
913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 740-7373 www.dalydesign.com

Land Use / Rezoning Plan
PUD Rezoning Plan
CSD Groves
Lake County, Florida



PROJECT NO.	21206
SCALE	1"=100'
DATE	June 21
SHEET	LUP-101

**UTILITY SERVICE AGREEMENT AND ANNEXATION COVENANT
FOR
CSD GROVES**

THIS UTILITY SERVICE AGREEMENT AND ANNEXATION COVENANT FOR CSD GROVES (the "Agreement") is entered into by and between the City of Mount Dora ("City"), and **CSD Groves**, a Florida general partnership, located at 17734 E. Lake Jem Rd., Mount Dora, FL 32757, and **Ashton Orlando Residential, L.L.C.**, a Nevada limited liability company, located at 1064 Greenwood Blvd., Suite 124, Lake Mary, FL 32746 (together, the "**Developer**"), regarding utility service and annexation covenant for the **CSD Groves** project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reclaimed water ("Utilities") to the real property (the "**Property**") located at 30226 Round Lake Rd., Mount Dora, FL 32757 and described as:

The West 1/2 of the Southwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida.

Less the West 25 feet described in Right of Way Deed recorded in Official Records Book 809, Page 2074, Public Records of Lake County, Florida and the South 66 of said Property.

Section 2. Service conditioned on construction and acceptance of systems. No Utilities shall be provided to any part of the Property, and no connections to such Utilities systems shall be allowed, until the Developer has installed system facilities and improvements in accordance with approved plans and specifications. For off-site facilities or any portion of the system specified in the plans and specifications to be approved by and conveyed to the City, application is to be made to the City Engineer for acceptance of the systems. Upon acceptance of the systems, all construction guarantees in favor of the City shall be released.

Section 3. Installation of improvements. The Developer shall install, at its own cost and expense (including engineering costs), all lines, pipes, manholes, lift stations, generators, RTU, machinery and other facilities which may be required on and off the Property ("Utility Improvements") to provide the buildings and occupants with Utilities and to connect the Property to existing City facilities and systems. The Developer shall install the necessary Utility Improvements to extend the Utilities from the current City owned facilities terminus, along Round Lake Road or City owned right-of-way, to the Property. The Developer is not required to obtain additional right-of-way for any extension of the Utilities off-site. Upon completion, all off-site Utility Improvements shall be conveyed to the City along with the necessary maintenance bond and assurances as may be required by the City's Land Development Code. The Utility Improvements to be constructed by the Developer off the Property ("Off-site Improvements") will be specified in the plans and specifications as approved by the City Engineer.

Section 4. Approval of design and plans. The design and construction of all Utility Improvements to be transferred to and owned and operated by the City shall be subject to prior

approval by the City Engineer. The Developer's engineer shall incorporate all applicable standards and specifications of the City into the Developer's engineering design, plans and specifications. The City shall assist the Developer's engineers as to design and construction requirements and must approve all construction plans and specifications in writing prior to construction commencement. The Developer shall obtain all necessary state, county and local permits required for construction, acceptance and operation of the Utility Improvements.

Section 5. Access to construction; approval of work and materials. The City may inspect the construction of the Utility Improvements, as it deems appropriate in its sole discretion, to ensure compliance with the approved plans and specifications and shall retain the power of final approval of work and materials.

Section 6. Testing during and after construction. The Developer's engineer shall properly supervise construction and shall certify to the City Engineer that the Utility Improvements are installed in accordance with the approved design plans and specifications. The Developer shall conduct at its own expense whatever tests are deemed by the City Engineer to be necessary and reasonable to ensure that the Utility Improvements are being constructed in accordance with the approved engineering plans and specifications.

Section 7. Conveyance of easements and Utility Improvements. The Developer shall at its expense grant to the City adequate transferable easements to land owned by the Developer for water, sewer and reclaim lines, for access to lift stations and water stations and related appurtenances as may be necessary.

Section 8. Evidence of conveyance of Utility Improvements. By this Agreement Developer hereby transfers to the City the title to the Utility Improvements to be installed pursuant to this Agreement, effective without further action upon the completion and acceptance by the City of the installation of those Utility Improvements. As further evidence of this transfer of title, the Developer shall provide to the City a copy of the recorded plat, if any; a bill of sale for the facilities; written easements; deeds to the land on which lift stations, water stations or similar facilities are located; and other evidence of conveyance required by the City.

Section 9. Additional documents to be provided before acceptance of Utility Improvements. In addition to the documents of title listed in the previous paragraph, the Developer shall provide to the City the following documents prior to acceptance of the Utility Improvements: As-built drawings of the Utility Improvements, in accordance with the City's as-built drawing application process with payment of all applicable fees, furnished one week prior to final inspection; an accounting of the actual costs (schedule of values) for on-site and off-site construction; letters of acceptance from the appropriate regulatory agency for the Utility Improvements; certification by the design engineer that the Utility Improvements were constructed as designed; and right-of-way use permits, other permits and licenses obtained from applicable government agencies and any required maintenance bond and assurances as may be required by the City's Land Development Code.

Section 10. Connections subject to rates and fees. All connections to the Utilities shall be subject to the continuing operating rules and regulations of the City including, without limitation, the periodic payment of water, wastewater and reclaimed charges and fees as provided in the City's rate schedule, and payment of all deposits, meter charges and other fees, rates and charges, and any and all development fees. The rates and fees charged by the City for the Utilities and

development shall be in accordance with its rate schedule, which shall be subject to change from time to time.

Section 11. Reimbursement for oversizing of Off-site improvements. The Developer shall be responsible for the costs to install the water mains, sewer force mains, and reclaimed mains of sufficient size to service the Property. Should the City request the facilities to be upsized, the City shall reimburse the Developer for the upsizing costs pursuant to a separate agreement to be entered into by the City and Developer at a future date.

Section 12. Surcharge for non-domestic waste. The terms wastewater or sanitary sewage used in this Agreement are meant to include only human waste, including liquids and solid matter carried from plumbing fixtures normally carried off by drains and sewers, and, except where specifically excluded, bath and toilet wastes, laundry wastes, kitchen wastes and other similar wastes.

Section 13. Developer to obtain permits. The Developer, at its sole cost and expense, shall obtain all required City site improvement/development permits, governmental approvals, licenses and other permits necessary for the design, routing, construction, connection and use of the Utilities to be installed under this Agreement. The City shall reasonably assist the Developer in obtaining these approvals, licenses and permits.

Section 14. Service of other properties. The City reserves the right to service other properties through the Utility Improvements conveyed by the Developer, and nothing in this Agreement shall be deemed to prohibit or prevent the City from extending its water, wastewater or reclaimed facilities to any other area.

Section 15. Default by Developer. The Developer's failure to carry out any provision in this Agreement shall relieve the City from its obligation to provide the Utilities to the Property.

Section 16. Covenant to support annexation. As a condition of supplying the Utilities to the proposed CSD Groves project, Developer agrees to the voluntary annexation of the Property into the jurisdictional limits of the City of Mount Dora. In addition, the Developer and City acknowledge that the Property is located in the City of Mount Dora/Lake County Joint Planning Area and agree that the development on the Property will be consistent with the Lake County Land Development Code and the City of Mount Dora Development Requirements attached hereto as **Exhibit "A"** and made a binding part hereof by this reference. To the extent there is a conflict between **Exhibit "A"** and the County's Land Development Code requirements, **Exhibit "A"** requirements shall govern. In the event the City has not initiated the annexation process on the Property at the time of the Developer's sale of the first lot within its subdivision, at the closing of each such individual lot, the Developer shall secure agreement from the new owner to the voluntary annexation of the lot into the jurisdictional limits of the City of Mount Dora. Such agreement shall be substantially in the form attached hereto as **Exhibit "B"** and shall be recorded in the official records of Lake County, Florida.

Section 17. Entire agreement; amendment. It is expressly agreed and understood that this is the entire agreement between the Developer and the City, and that there are no other written or verbal agreements applicable to the subject of this Agreement between the Developer and the City. This Agreement may be amended and modified from time to time by written agreement of the parties.

Section 18. Miscellaneous.

- A. Successors. This Agreement shall be recorded in the official records of Lake County, Florida and shall be binding on the parties, their heirs, administrators, executors, successors in interest and assigns, including specifically the covenant in support of annexation as set forth herein.
- B. Binding Nature and Covenants Running with the Land. The provisions of this Agreement shall be binding upon the parties, and upon all successors in interest in the Property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the Property.
- C. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by email copy of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.
- D. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect. The location for settlement of all claims, controversies, or disputes, arising out of or relating to any part of this Agreement shall be Lake County, Florida.
- E. Severability. If any word, phrase, sentence, paragraph or other portion of this Agreement is finally determined by a court of competent jurisdiction to be void or unenforceable then such word, phrase, sentence, paragraph or other portion shall be severed from this Agreement and the balance shall remain in full force and effect to the greatest extent permitted by law.
- F. Effective Date. The effective date of this agreement shall be the date that it is last executed by a party as set forth below.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

dated this _____ day of _____, 2022

CITY OF MOUNT DORA

CRISSY STILE
Mayor of the City of Mount Dora, Florida

ATTEST:

JESSICA BURNHAM, CITY CLERK

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

Sherry G. Sutphen
City Attorney

Signed, sealed and delivered in the presence of:

"DEVELOPER"

Patricia J Kemp
Printed Name: Patricia J Kemp

[Signature]
Printed Name: FERRER WEEKES

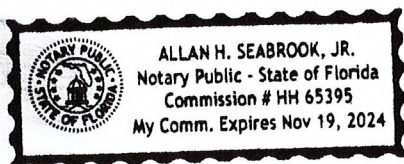
Charles L Brown Jr
CHARLES L. BROWN, JR.
General Partner, CSD GROVES
Dated: 03-13-2022

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13th day of MARCH, 2022, by CHARLES L. BROWN, as general partner for CSD Groves, a Florida general partnership. Said person (check appropriate box) ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Stamp or Seal)



[Signature]
Print Name: ALLAN H. SEABROOK, JR.
Notary Public, State of Florida
My Commission Expires: 11-19-2024
Commission Number: HH 65395

Signed, sealed and delivered in the presence of:

"DEVELOPER"

ASHTON ORLANDO RESIDENTIAL,
L.L.C., a Nevada limited liability company

Christina M. Lee

Printed Name: CHRISTINA M. LEE

[Signature]

Andon Calhoun, Authorized Representative

Dated: 3/14/2022

[Signature]

Printed Name: Kyle Harris

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of March, 2022, by Andon Calhoun, as Authorized Representative of Ashton Orlando Residential, L.L.C., a Nevada limited liability company, on behalf of the company. Said person (check appropriate box) ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Stamp or Seal)



Christina M. Lee

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____

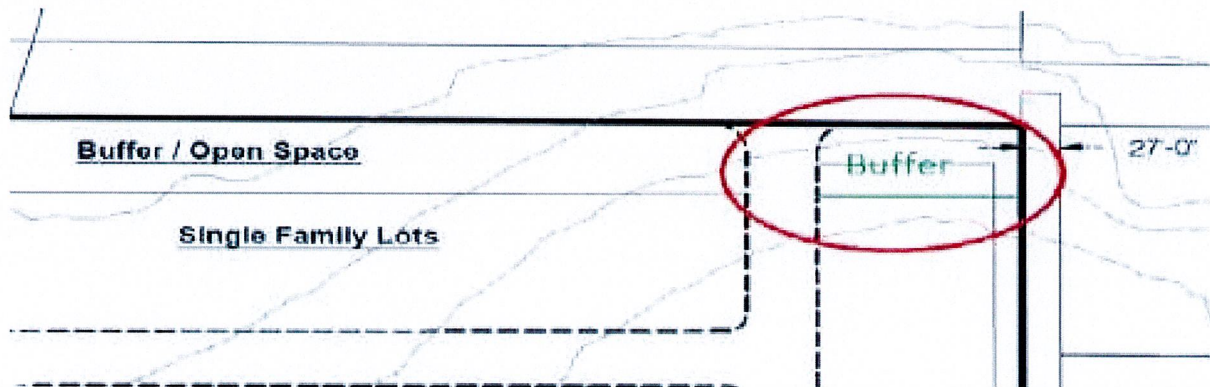
Exhibit "A"

City of Mount Dora Development Requirements

The City of Mount Dora is in receipt of the above-referenced zoning request for property located at Alt. Key 1098491. Please be advised of the following review comments from the City of Mount Dora:

1. Pursuant to the City/County JPA agreement, the City will review any applications, preliminary plans, or plats associated with an application for a Significant Development Order provided by the County and provide the County and Developer with comments, if any, within ten (10) working days from receipt of the application(s). Reasonable extension of the review time may be granted by both the City and County upon request. Per the City's Land Development Code ("LDC"), the applicant shall be required to: (i) file with the City an application for preliminary review of the documents associated with the Significant Development Order application and submit the relevant fees for the preliminary review. Only documents pertaining to the placement of utilities or the City's provision of utilities will be required to be submitted to the City and the City's preliminary review is limited to the placement or provision of utilities; (ii) file with the City applicable site development plans and pay relevant fees assessed for engineering review of the proposed utility improvements; and (iii) provide the City with a maintenance bond and development assurances, prior to recording of the final plat, for the construction of the proposed utility improvements. Pursuant to the Joint Planning Agreement ("JPA"), Section 3.a, the County shall ensure the project is developed consistent with City's LDC, including the provisions listed herein.
2. City Development Plan/Plat reviews incurred by the City's outside engineering consultants and/or City Attorney will be billed directly to the applicant, per terms and timing (ten (10) working days) as required under the JPA. Reasonable extension of the review time may be granted by both the City and County upon request. The review will be limited to utility related items only.
3. The developer is obligated to pay all appropriate connection and impact fees as required by the City's LDC.
4. Provide the development-phasing program (if proposed) in the site plan.
5. Round Lake Road split rail fence shall be included as part of the buffer treatment. Rail fence to be similar fencing type/style to existing along Round Lake Road. Masonry columns with stone finish material required to be spaced at sufficient intervals.
6. Provide pedestrian type trail connection to property to the east. Developer will use best efforts to coordinate the trail connection with adjacent property owner(s), to the extent feasible. No vehicle ingress/egress connection to the east (i.e, Round Lake Road) allowed from the adjacent lands to the east.
7. The housing lot sizes shall be a minimum 40 foot.

8. Residential architectural design shall be consistent with Section 6.14 of the City's LDC (City Ordinance No. 2018-14 enacted on January 15, 2019) or to the extent the development cannot meet the relevant design criteria, the applicant shall work with the City to ensure the overall design of the project meets the spirit and intent of the City's LDC.
9. Street lighting to be designed with dark-sky principles and fixture types.
10. The development will not be gated, and the roadways will be public.
11. Sidewalks (5 feet) required along all internal streets and Round Lake Road bordering the Property with proper pedestrian cross-walks at intersections internal to the Property or adjacent to the Property.
12. Coordinate Round Lake Road buffer tree plantings to avoid conflicts with existing utilities (overhead lines, etc).
13. Applicant to pursue option with electric provider to underground the utility at the connection point to Property.
14. The buffer at the northwest corner of the project site along Round Lake Road shall be, at a minimum, the same depth as the open space buffer to the south (see diagram below).



Buyer Last Name: _____ / Community Name: CSD Groves PUD / Lot # _____ / Address: _____
Sales Rep: _____ / Date: _____

**CONSUMER ADDENDUM CONCERNING
CSD GROVES
(POTENTIAL ANNEXATION DISCLOSURE)**

THIS CONSUMER ADDENDUM CONCERNING CSD GROVES PUD (POTENTIAL ANNEXATION DISCLOSURE) (the "**Addendum**") is hereby made a part of that certain Contract of Sale by and between _____ ("**Buyer**") and Ashton Orlando Residential, L.L.C., a Nevada limited liability company, d/b/a Ashton Woods Homes ("**Seller or Developer**") dated this _____ day of _____, 20__ (the "**Contract**"), for the Property located in the CSD Groves PUD (the "**Community**") and known as Lot ____, CSD Groves PUD ("**Lot**") located in Lake County, Florida. Any capitalized terms in this Addendum that are not specifically defined shall have the meaning provided in the Contract. Notwithstanding any other provision of the Contract, Seller and Buyer agree as follows:

POTENTIAL ANNEXATION DISCLOSURE:

1. In the event of a conflict between the terms and provisions of this Addendum and any other terms or provisions of the Contract, this Addendum shall control as to all matters in this Addendum.

2. Seller hereby discloses to Buyer and Buyer understands, acknowledges and agrees to the following:

a. Seller, as the Developer of the Community is processing approvals for the Community.

b. This Addendum affects the lots within the Community recorded in Plat Book ____, pages __ through ____, inclusive, in the public records of Lake County, Florida (the "**Plat**"), which are subject to annexation by the City of Mount Dora, Florida (the "**City**"), pursuant to the attached Utility Service Agreement and Annexation Covenant for CSD Groves, which was recorded on _____ in Official Records Book ____, Pages ____, Public Records of Lake County, Florida ("**Annexation Notice**").

c. In connection with the Developer obtaining utility services from the City for the Community, the City is requiring annexation of the Community, including all lots located therein, pursuant to the Annexation Notice. Therefore, by execution of this Addendum Buyer, as an owner of the Lot, acknowledges and agrees to complete and execute all documentation required by the City for purposes of annexing the Lot into the City of Mount Dora.

(Section 2.a. through 2.c. above, collectively, the "**Disclosed Matters**").

3. Neither Seller, nor any of its parent, subsidiaries and affiliates nor each of their respective officers, directors, employees, agents, heirs, personal representatives, successors, or assigns (the "**Seller Parties**"), have made, and the Seller Parties hereby disclaim to the fullest extent permitted by applicable law, any and all warranties, representations, promises or statements of any kind, whether written or oral, express or implied, with regard to the Disclosed Matters.

4. By executing this Addendum, Buyer acknowledges the rights, obligations and requirements associated with the Disclosed Matters pertaining to the Lot, and any restrictions or limitations on the Lot pursuant to the Annexation Notice.

Buyer Last Name: _____ / Community Name: CSD Groves PUD / Lot # _____ / Address: _____
Sales Rep: _____ / Date: _____

5. THE DISCLOSED MATTERS MAY ADVERSELY IMPACT OR AFFECT (I) THE VALUE OF THE LOT, AND/OR (II) THE USE, ENJOYMENT, AND/OR OWNERSHIP OF THE LOT OR PROPERTY WITHIN THE COMMUNITY BY BUYER AND/OR BUYER'S HEIRS, SUCCESSORS, INVITEES, LICENSEES, ASSIGNS AND LEGAL REPRESENTATIVES ("BUYER PARTIES").

6. Buyer acknowledges that this Addendum (i) is not intended to, and does not, constitute a full disclosure with respect to the Disclosed Matters and/or all conditions that might affect the Lot or the Community, and (ii) does not relieve Buyer from its obligation to investigate the Disclosed Matters and the Lot and the Community to satisfy itself that the Disclosed Matters, Lot, and the Community are satisfactory to Buyer. In addition, Buyer acknowledges that Seller has no duty to update, and will not update, this Addendum or the information contained in this Addendum, including, but not limited to, the Disclosed Matters. Nothing herein is intended, nor shall be deemed, as an assumption by Seller of, or to impose upon Seller, any obligation to disclose or otherwise bring to Buyer's attention any matters with respect to lands, or uses of such lands, located outside of the Lot.

7. **THE BUYER, FOR ITSELF AND FOR AND ON BEHALF OF THE BUYER PARTIES, DOES HEREBY RELEASE THE SELLER PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COSTS, INJURIES OR DAMAGES, KNOWN OR UNKNOWN, THAT THE BUYER PARTIES MAY HAVE, AT ANY TIME, THAT ARE IN ANY WAY RELATED TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THE DISCLOSED MATTERS OR THEIR IMPACTS OR EFFECTS, PRESENT OR FUTURE, ON (i) THE HEALTH OR SAFETY OF THE BUYER PARTIES, OR (ii) THE HEALTH, SAFETY OR VALUE OF THE LOT OR ANY OTHER PROPERTY WITHIN OR AROUND THE COMMUNITY. IT IS THE SPECIFIC INTENT OF THE BUYER, FOR ITSELF AND FOR AND ON BEHALF OF THE BUYER PARTIES, TO FULLY RELEASE AND DISCHARGE EACH AND ALL OF THE SELLER PARTIES FROM ANY AND ALL LIABILITY RELATED TO THE DISCLOSED MATTERS.**

[SIGNATURE PAGE FOLLOWS]

Community Code: _____ **Lot #** _____

Buyer Last Name: _____ / Community Name: CSD Groves PUD / Lot # _____ / Address: _____
Sales Rep: _____ / Date: _____

IN WITNESS WHEREOF, THE UNDERSIGNED HAVING READ, REVIEWED AND UNDERSTOOD THIS ADDENDUM, HAVE SIGNED THIS ADDENDUM ON THE DATE SHOWN BELOW.

SELLER:

**ASHTON ORLANDO RESIDENTIAL,
L.L.C., a Nevada limited liability company**

BY: _____
ITS: _____
DATE: _____

BUYER:

PRINT NAME: _____
DATE: _____

CO-BUYER:

PRINT NAME: _____
DATE: _____



CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: City Manager's Report

Introduction:

The City Manager's Report contains three sections:

- City Manager Update - Updates on on-going or new activities for the City.
- Discussion Items - Items to be discussed for this meeting (if any).
- Informational Items - Items included for informational purposes for this meeting (if any).

Discussion:

CITY MANAGER UPDATE

- None

DISCUSSION ITEMS

- \$30 late fee on utility bills for customers- Please find attached (**Attachment #1**) an overview of the process in regards to the \$30 late fee on utility bills for customers. The Mayor asked for a discussion on the late fee charged to customers who fail to pay their bill in full by the designated deadline.

INFORMATIONAL ITEMS

1. Electric Utility Rate Adjustment

Beginning April 1, 2022, the City must increase the Power Cost Charge, primarily due to higher than expected fuel costs. Demand for natural gas is projected to remain high at least through the end of the year with limited supply. The earlier Power Cost Charge was based on the natural gas price dropping after the winter demand. However, this is not forecasted to be the case as the natural gas reserves need to be built back up.

The Power Cost Charge will increase a little more than ½ of a cent, going from .05734 per kWh to .06315 per kWh. A typical residential customer using 1,000 kWh will see their bill increase by \$5.81 from \$115.39 to \$121.20.

The City's electric rates after the rate change will remain comparable with residential rates of other Florida utilities as they are experiencing the same increase in cost for fuel. The City's residential bill will remain lower than Duke Energy by 27% and Sumter Electric Cooperative by 6%.

2. Third-party Billing Provider

The City will change third-party billing providers at the end of March. This impacts about 1,206 City utility bill customers who pay their bill by credit card. The new company is Invoice Cloud. We switched providers to save money, and the new provider allows citizens to pay by methods additional to those they could use with the prior company. The transition requires the 1,206 customers to go back into our system and re-set up an account with the City. The City sent out emails to those with email addresses on file. The office staff are fielding calls assisting customers with the transition. Officials may receive calls about this.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation Information only; no action requested.

Attachment(s):

1. Late Fee process for Utility bills

Prepared by: Merry Lovern , Executive Assistant

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 3/31/2022



**CITY OF
MOUNT
DORA**

Customer Service
510 N. Baker St.
Mount Dora, FL 32757
PH: 352-735-7105
FX: 352-735-2892

CustomerService@CityofMountDora.com

- Bill due 17 days from billing date→3% late fee added if unpaid on 21st day after billing date→\$30.00 delinquent fee added if still unpaid at 5pm on 30th day after billing.
 - Automatic bank draft—3116
 - P&P online auto—1260
 - Total auto-payers—4376
- 2021 Fee totals
 - 3% late fee--\$104,331.29
 - Delinquent fee--\$220,478.44
- Total customers-- 12,600
 - Paper bills—8890
 - Paperless (email bill)—3710
- Disconnection for nonpayment takes place on the Wednesday following the addition of the delinquent fee if bill remains unpaid
- Beginning the week prior to a disconnection date, we start sending email reminders to the cycle scheduled for disconnection (2+ email reminders sent to any account with a past due balance and email address)
- If an address is disconnected for nonpayment, the have to pay all past due balances to be reconnected. Reconections take place the same day we are notified of payment. After 5pm until 9pm, reconections must pay an additional \$100.00 after hours reconnection fee. From 9pm to 6am, there is an additional \$250.00 after hours reconnection fee.
- Medical Alerts active—29
- Owner and tenant accounts are treated the same.
- Payment history is not considered when adding fees. We are able to waive one 3% late fee and one delinquent in a 12 month period. We review the disconnect list and provide door hangers to medical alerts and customers with otherwise good payment histories.
- Deposits are refunded to residential customers after 24 months of good payment history (no more than 1 late payment per year), if requested.
- Deposits are held in a non-interest bearing account.
- Deposits on file:
 - Commercial, \$514,434.78
 - Residential, \$831,055.04
 - Multi-Family, \$60,755.00
 - Total, \$1,406,244.82
- Restaurants tend to be the riskiest businesses.
- No collections—in house only.
- Two extensions are allowed per account per year. They provide an additional week past the disconnection date.
- Leak adjustments are allowed for both tenants and owners. Catastrophic leak adjustments are allowed only for owners.
- Each new resident to an address is required to pay a \$30.00 account setup fee. This can be reduced to \$5.00 if the customer enrolls in both paperless billing to an email address and automatic bank draft payments.
- Field service technician (Heidi) and meter reader (Mark) conduct disconnections with assistance from water crew personnel if the list is too big for two. Only Mark and Heidi are able to perform electric disconnections.



CITY OF MOUNT DORA

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

DATE: April 5, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Approve Designation of Acting City Manager for Future Leave

Introduction:

This is a request for City Council to approve City Manager Patrick C. Comiskey's designation of an acting city manager for future leave.

Discussion:

Article V, Section 24 of the City of Mount Dora Charter indicates that, "by letter of record filed with the city council, the city manager shall designate, subject to approval of the city council, a qualified city administrative officer or department head to exercise the powers and perform the duties of city manager during any temporary absence or disability of the city manager of not less than three (3), nor more than twenty-one (21), days duration."

In accordance with this provision of the City's Charter and in preparation for future leave notifications, City Manager Patrick C. Comiskey hereby submits for City Council approval his letter of record to designate Sharon Kraynik, Human Resources Director, as acting city manager during any and all future absences of three (3) days up to and not to exceed twenty-one (21) days in duration.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation City Council approve City Manager Patrick C. Comiskey's designation of Sharon Kraynik as acting city manager for future leave.

Attachment(s):

1. Attachment #1 Designation of Acting City Manager

Prepared by: Merry Lovern , Executive Assistant

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

Approved - 3/30/2022

Approved - 3/30/2022

Approved - 3/30/2022

Final Approval - 3/31/2022



CITY OF MOUNT DORA

ATTACHMENT #1

OFFICE OF THE CITY MANAGER

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.cityofmoundora.com

April 5, 2022

Honorable Mayor and City Councilmembers:

Article V, Section 24 of the City of Mount Dora Charter indicates that, “[b]y letter of record filed with the city council, the city manager shall designate, subject to approval of the city council, a qualified city administrative officer or department head to exercise the powers and perform the duties of city manager during any temporary absence or disability of the city manager of not less than three (3), nor more than twenty-one (21), days duration.”

In accordance with this provision of the City’s Charter and in preparation for future leave notifications, I hereby submit for your approval the designation of Sharon Kraynik, Human Resources Director, to exercise the powers and perform the duties of city manager during any and all future absences of three (3) days up to and not to exceed twenty-one (21) days in duration.

Respectfully submitted,


Patrick C. Comiskey
City Manager