CITY OF MOUNT DORA

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 19, 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

1. Mount Dora Golf Association Presentation 4

2. Introduction of New Police Department Members 6

3. Proclamation to Celebrate Mount Dora Community Trust's 50th Anniversary 8

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.
- 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

1. Lake County Arts and Cultural Alliance 10

CONSENT AGENDA

ACTION ITEMS

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

INFORMATIONAL

CITY MANAGER

1. City Manager's Report 157

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Councilmember Nate Walker
- Councilmember Doug Bryant
- Councilmember John Cataldo
- Councilmember Austin Guenther
- Councilmember Cal Rolfson
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- April 25, 2022, 10:30 AM, Work Session
- May 3, 2022, 6:00 PM, Regular Session
- May 9, 2022, 10:30 AM, Work 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.

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

DATE: **April 19, 2022**

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

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

SUBJECT: Mount Dora Golf Association Presentation

Introduction:
This is an opportunity for representatives from the Mount Dora Golf Association to deliver an update on staffing, facility enhancements, and overall growth. They will also present a check to the City per their contract agreement.

Discussion:
The Mount Dora Golf Association is the nonprofit organization charged with the care of the Mount Dora Golf Club, a rolling, par-70 course built in 1945 by returning WWII veterans. The Club consists of approximately 85.10 acres which has been on long-term lease from the City since its construction. The lease has been modified minimally throughout this arrangement as the Mount Dora landscape, the operations of the Club, and the needs of the community have changed over time.

Budget Impact:
At this time, the Mount Dora Golf Association will be presenting a check to the City of Mount Dora.

Strategic Impact:
This item fulfills Objective 2.3.2 of the City of Mount Dora's Strategic Plan, developing a parks and recreation system guided by the principle of the Parks and Recreation Master Plan by increasing engagement and collaboration with residents.

Recommendation
Presentation only.

Attachment(s):

Prepared by:	Jeanann Hand, Deputy City Clerk	
Reviewed by:	Amy Jewell, Leisure Services Director	Approved - 3/24/2022
	Jessica Burnham, City Clerk	Approved - 4/6/2022
	Patrick Comiskey, City Manager	Final Approval - 4/13/2022

CITY OF MOUNT DORA

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

DATE: April 19, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Introduction of New Police Department Members

Introduction:
This is an opportunity for City Council to be introduced to Mount Dora Police Department's newest members.

Discussion:
The Mount Dora Police Department has recently hired five new members. We would like to introduce and recognize the following individuals who have been selected to join the Mount Dora Police Department as our newest members:

Officer Jess Hall
Officer Christopher Wisdom
Officer Chelsea Ellis
Professional Standards Investigator Ken Jones
Records Clerk Shelby Parker

Congratulations, and welcome to the City of Mount Dora.

Budget Impact:
N/A

Strategic Impact:
Public Safety: To provide the safest environment in which to live, work, and visit.

Recommendation
Introduce and congratulate Mount Dora Police Department's newest members.

Attachment(s):

Prepared by:	Alivia Rehn , Administrative Assistant	
Reviewed by:	Brett Meade, Chief of Police	Approved - 4/11/2022
	Jessica Burnham, City Clerk	Approved - 4/11/2022
	Patrick Comiskey, City Manager	Final Approval - 4/13/2022

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

DATE:	**April 19, 2022**
TO:	**Honorable Mayor and City Council Members**
FROM:	**Patrick C. Comiskey, City Manager** Patrick C. Comiskey
SUBJECT:	Proclamation to Celebrate Mount Dora Community Trust's 50th Anniversary

Introduction:
This is a request for the Proclamation recognizing the 50th Anniversary of the Mount Dora Community Trust to be read.

Discussion:
The City of Mount Dora would like to take this opportunity to recognize the 50th Anniversary of the Mount Dora Community Trust.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation
Presentation only.

Attachment(s):
1. 50th Anniversary of the Mount Dora Community Trust

Prepared by:	Jessica Burnham, City Clerk	
Reviewed by:	Jeanann Hand, Deputy City Clerk	Approved - 4/11/2022
	Patrick Comiskey, City Manager	Final Approval - 4/13/2022

PROCLAMATION

WHEREAS, Mount Dora and Northeast Lake County are filled with generous individuals who embrace the spirit of charitable giving of their neighbors, and are eager to help improve the lives of others; and

WHEREAS, what started with the dream of Lawrence Williams's generous $10,000 gift, as he had the vision of using collective giving and collaboration to build a better future, has grown into a trusted, valued, and well-established community resource serving a wide range of causes, including health and human services, education, the environment, arts, culture, animal welfare, parks, and more; and

WHEREAS, Mount Dora and Northeast Lake County are very fortunate to have the Mount Dora Community Trust here, working every day to connect people, resources, and needs through philanthropy and strengthening our local nonprofits countywide; and

WHEREAS, the Mount Dora Community Trust has awarded more than $11 million in grants and program services since 1972 through the generosity of its philanthropic partners, and has positively affected thousands of children, families, seniors and those in need throughout greater Northeast Lake County; and

WHEREAS*,* the Mount Dora Community Trust is celebrating its 50th anniversary this year and will continue to collaborate with individuals, families, businesses, nonprofits, and civic leaders who are working together to build a vibrant and sustainable future for Mount Dora and Northeast Lake County.

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, Florida, issue this proclamation to recognize the 50th anniversary of the Mount Dora Community Trust

____

Crissy Stile, Mayor

CITY OF MOUNT DORA

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

DATE: April 19, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Lake County Arts and Cultural Alliance

Introduction:
This is a request from the Mount Dora Center for the Arts to have the City Council appoint Janet Gamache, Mount Dora Center for the Arts Executive Director, as the City of Mount Dora's representative on the Lake County Arts and Cultural Alliance.

Discussion:
At the August 13, 2019 meeting, the Lake County Board of County Commissioners approved Ordinance 2019-46, which amended the membership requirements on the Arts and Cultural Alliance from seven members to fifteen members, adding one public-at large member, and adding the unrepresented municipalities: Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Mascotte, Montverde, and Umatilla.

All individuals acting as a representative of a municipality shall be selected by the governing body of that municipality.

Budget Impact:
No Budget Impact.

Strategic Impact:
No Strategic Impact as related to the goals defined by City Council.

Recommendation
To discuss and advise if Ms. Janet Gamache will be appointed as the City of Mount Dora's representative.

Attachment(s):

Prepared by:	Jessica Burnham, City Clerk	
Reviewed by:	Jeanann Hand, Deputy City Clerk	Approved - 4/12/2022
	Patrick Comiskey, City Manager	Final Approval - 4/13/2022

CITY OF MOUNT DORA

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

DATE: **April 19, 2022**

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

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

SUBJECT: Advisory Board Appointments

Introduction:
Advisory Boad Appointments

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

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 - Board Application - Whittaker

Prepared by:	Jessica Burnham, City Clerk	
Reviewed by:	Jeanann Hand, Deputy City Clerk	Final Approval - 4/13/2022

ATTACHMENT #1

From: noreply@civicplus.com
To: johnsg@cityofmountdora.com; sommerm@cityofmountdora.com
Subject: Online Form Submittal: Board Application
Date: Monday, August 3, 2020 10:11:12 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	Jack
Last Name	Whittaker
Address1	2228 Dogwood Circle
Address2	*Field not completed.*
City	Mount Dora
State	Florida
Zip	32757
Phone Number	407-361-9461
Email Address	j.whittaker20@gmail.com
Provide a brief statement relating to your education, experience and reason for wishing to serve	My name is Jack Whittaker, over the last 16 years I have been working as a Parks & Recreation professional for local municipality's in Central and West Florida, to include the City's of Oviedo, Pinellas Park, and St. Cloud. Considering myself a Central Florida native (being raised here since I was 4 years old), I have watch the growth and development of the entire region. Watching the University of Central Florida Knights establish a thriving University, Go Knights! To becoming a graduate of the once meager school, who has since founded a predominant academic institution within our community. When I moved to Mount Dora, I had to discover this "Some Place Special" for myself, with my amazing wife. We have spent the last three years living in this remarkable City, discovering this Special Place, and it only took a matter of time before we became home

	owners. Learning the beauty and wonder of Mount Dora, I wish to serve this City and its citizens to help conserve the fundamental sound established roots, while guiding and advancing this magnificent City I call home, through the ever changing climate of technology and society.
Resume or additional attachments (not required)	Jack Whittaker Resume.pages
Boards on which you wish to serve	CRA Historic Preservation Northeast CRA Parks & Recreation Planning and Zonning Public Arts Special Code Chapter Review

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 19, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval for the Mayor to Execute the Amended Applications Requesting Additional Hazard Mitigation Grant Program Funds to Include Eligible Administration Costs for Management of Three HMGP Grants

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Introduction:

During agency review of the City's three Hazard Mitigation Grant Program grant applications of December 2021, the grant administrators identified that there was additional funding to support management of the grants by City staff in the amount of approximately $56,000 for the three grant applications under review. The additional administration monies would be additional funds on top of the submitted HMGP requests.

Discussion:

The Federal grant administrators have requested that City re-submit the attached forms for additional administrative cost allocations. The Mayor signed the original forms and is required to sign the modified formation to make the City eligible for additional funds. The additional monies will offset the costs of staff to administer and implement the HMGP improvements.

Staff recommends the City Council review revising the HMPG grant applications to include the administrative cost allocations as appropriate.

Budget Impact:

If awarded, the additional grant of approximately $56,000 will support in-house administration of the grant in next years budget.

Strategic Impact:

Goal 2: Infrastructure: These grant monies help sustain City infrastructure.

Recommendation

City Council approve the Mayor's signing of the amended applications for the hazard mitigation grant program funds.

Attachment(s):

1. 4486-(094) SRMC Request (02-17-22)_DonnellyStreetStabilization-Erosion
2. 4486-(095) SRMC Request (02-17-22)_TreatmentPlantNo1OfficeBuildingGenerator
3. 4486-(103) SRMC Request (02-17-22)_OfficeWindRetrofit

Prepared by:	GEORGE MAREK	
Reviewed by:	Josef Grusauskas, Utilities & Plant Operations Director	Approved - 4/5/2022
	Rita Meade, Deputy Finance Director	Approved - 4/5/2022
	Sherry Sutphen , City Attorney	Approved - 4/11/2022
	Jessica Burnham, City Clerk	Approved - 4/13/2022
	Jeanann Hand, Deputy City Clerk	Approved - 4/13/2022
	Patrick Comiskey, City Manager	Final Approval - 4/13/2022

ATTACHMENT #1

Project #: **4486-(094)** County: Lake Modification #: N/A

Applicant Name: City of Mount Dora

Project Title: City of Mount Dora, Donnelly Street Stabilization, Erosion

Point of Contact

Name: George Marek Title: City Public Works Engineer

Agency: Lake County Address: 900 N. Donnelly Street, Mount Dora, FL 32757

Phone: 352-735-7151 Email: marekg@cityofmountdora.com

Current Federal Share Amount: $ 796,563.57 Cost Share Percentage: 75.000000000%

Total Project Costs	$ 1,062,084.75
Total Estimated SRMC Ceiling *up to 5% of total project costs (**adjusted based on cost share)	**$ 53,104.24**

Subrecipient Management Costs Details

A. Personnel (Force Account Labor) *If "Salaried" convert to hourly rate (Salary/2080 = Hourly Rate)

		Fringe %							
Position	Base Rate	FICA	Health Insurance	Life Insurance	Retirement	Other	Total Rate	Hours	Costs
Public Works & Utilites Director	$ 62.38	7.65%	11.99%	0.31%	10.00%	3.24%	$ 83.09	24.00	$ 1,994.16
Executive Assistant to the City Manager	$ 37.13	7.65%	9.87%	0.26%	10.00%	0.78%	$ 47.74	8.00	$ 381.92
Project Manager	$ 39.00	7.65%	19.00%	0.25%	10.00%	0.00%	$ 53.39	139.00	$ 7,421.21
Assistant Finance Director	$ 52.75	7.65%	6.95%	0.19%	10.00%	0.00%	$ 65.83	179.00	$ 11,783.57
Grant Coordinator	$ 31.30	7.65%	11.72%	0.31%	10.00%	0.00%	$ 40.59	278.00	$ 11,284.02
City Engineer	$ 46.83	7.65%	7.83%	0.21%	10.00%	0.51%	$ 59.10	200.00	$ 11,820.00
Engineer I	$ 26.48	7.65%	13.85%	0.37%	10.00%	0.00%	$ 34.92	241.00	$ 8,415.72
							$ -		$ -
							$ -		$ -
							$ -		$ -
Pre-Award							$ -		$ -
Estimated Subtotal:									$ 53,100.60

Narrative:

The City of Mount Dora plans to manage the grant using in-house personnel and has estimated a cost allocation between City Administration, Finance, Public Works, and Engineering Departments according to the above schedule. No pre-award payments are requested.

B. Contractual Services

Company Name(s) or Consultant(s)	Purpose	Costs
Pre-award		
Estimated Subtotal:		$ -

Narrative:

No consultant services are anticipated for grant management purposes.

C. Indirect Costs * Must have a ferally approved indirect cost rate. Must attach letter from Cognizant Agency.

Project #: **4486-(094)** County: Lake Modification #: N/A

Applicant Name: City of Mount Dora

Project Title: City of Mount Dora, Donnelly Street Stabilization, Erosion

Description		Base	Rate	Costs
		$ 53,100.60		$ -
Estimated Subtotal:				$ -
Narrative:				

Project #: **4486-(094)** County: Lake Modification #: N/A

Applicant Name: City of Mount Dora

Project Title: City of Mount Dora, Donnelly Street Stabilization, Erosion

Total Estimated Subrecipient Management Cost Request: **$ 53,100.60**

Maximum amount that can be claimed (5%) $ 53,104.24

If negative, adjust budget above by amount shown $ 3.64

Pre-award Subrecipient Management Cost is requested in the amount of:

Pre-award activities were performed by (Position(s) or Company):

Estimated Start Date:

Please select an option below:

☐ Solicitation, review, and processing of subapplications and subawards

☐ Subapplication development regarding feasibility and effectiveness, and BCA

Pre-award SRMC can only be requested in Year 1. Supporting documentation is required with this request.

Due to Strategic Funds Management (SFM), Subrecipient Management Costs (SRMC) need to be obligated in increments sufficient to cover subrecipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated.

Annual Breakdown of Estimated SRMC			
Year 1	**Year 2**	**Year 3**	**Total Estimated SRMC**
$ 53,104.24	$ -	$ -	$ 53,104.24

Subrecipient Acknowledgement: *Authorized Agent or Point of Contact (POC) can sign for accepting funds

☐ Our organization is declining the use of SRMC funding for the referenced project.
****Authorized Agent must sign for declining SRMC funds**

This request is related to eligible indirect costs, direct administrative costs, or other administrative expenses associated with this specific project.

The administrative requirements of the Code of Federal Regulations Title 2 Part 200: Uniform Administration Requirements (2 CFR 200) have been met.

Name: Crissy Stile Authorization: Authorized Agent (AA)

Title: Mayor

Signature: Date: 04/05/2022

ATTACHMENT #2

Project #: **4486-(095)** County: Lake Modification #: N/A

Applicant Name: City of Mount Dora

Project Title: City of Mount Dora, Treatment Plant #1 - Office Building, Generator

Point of Contact

Name: George Marek Title: City Public Works Engineer

Agency: Lake County Address: 900 N. Donnelly Street, Mount Dora, FL 32757

Phone: 352-735-7151 Email: marekg@cityofmountdora.com

Current Federal Share Amount: $ 37,500.00 Cost Share Percentage: 75.000000000%

Total Project Costs	$ 50,000.00
Total Estimated SRMC Ceiling *up to 5% of total project costs (**adjusted based on cost share)	**$ 2,500.00**

Subrecipient Management Costs Details

A. Personnel (Force Account Labor) *If "Salaried" convert to hourly rate (Salary/2080 = Hourly Rate)

		Fringe %							
Position	Base Rate	FICA	Health Insurance	Life Insurance	Retirement	Other	Total Rate	Hours	Costs
Public Works & Utilites Director	$ 62.38	7.65%	11.99%	0.31%	10.00%	3.24%	$ 83.09	2.00	$ 166.18
Executive Assistant to the City Manager	$ 37.13	7.65%	9.87%	0.26%	10.00%	0.78%	$ 47.74	2.00	$ 95.48
Project Manager	$ 39.00	7.65%	19.00%	0.25%	10.00%	0.00%	$ 53.39	9.00	$ 480.51
Assistant Finance Director	$ 52.75	7.65%	6.95%	0.19%	10.00%	0.00%	$ 65.83	8.00	$ 526.64
Grant Coordinator	$ 31.30	7.65%	11.72%	0.31%	10.00%	0.00%	$ 40.59	12.00	$ 487.08
City Engineer	$ 46.83	7.65%	7.83%	0.21%	10.00%	0.51%	$ 59.10	6.00	$ 354.60
Engineer I	$ 26.48	7.65%	13.85%	0.37%	10.00%	0.00%	$ 34.92	11.00	$ 384.12
							$ -		$ -
							$ -		$ -
							$ -		$ -
Pre-Award							$ -		$ -
Estimated Subtotal:									$ 2,494.61

Narrative:

The City of Mount Dora plans to manage the grant using in-house personnel and has estimated a cost allocation between City Administration, Finance, Public Works, and Engineering Departments according to the above schedule. No pre-award payments are requested

B. Contractual Services

Company Name(s) or Consultant(s)	Purpose	Costs
Pre-award		
Estimated Subtotal:		$ -

Narrative:

No consultant services are anticipated for grant management purposes.

C. Indirect Costs * Must have a ferally approved indirect cost rate. Must attach letter from Cognizant Agency.

Project #: **4486-(095)** County: Lake Modification #: N/A

Applicant Name: City of Mount Dora

Project Title: City of Mount Dora, Treatment Plant #1 - Office Building, Generator

Description		Base	Rate	Costs
		$ 2,494.61		$ -
Estimated Subtotal:				$ -
Narrative:				

Project #: **4486-(095)** County: Lake Modification #: N/A

Applicant Name: City of Mount Dora

Project Title: City of Mount Dora, Treatment Plant #1 - Office Building, Generator

Total Estimated Subrecipient Management Cost Request:	**$**	**2,494.61**
Maximum amount that can be claimed (5%)	$	2,500.00
If negative, adjust budget above by amount shown	$	5.39

Pre-award Subrecipient Management Cost is requested in the amount of:

Pre-award activities were performed by (Position(s) or Company):

Estimated Start Date:

Please select an option below:

☐ Solicitation, review, and processing of subapplications and subawards

☐ Subapplication development regarding feasibility and effectiveness, and BCA

Pre-award SRMC can only be requested in Year 1. Supporting documentation is required with this request.

Due to Strategic Funds Management (SFM), Subrecipient Management Costs (SRMC) need to be obligated in increments sufficient to cover subrecipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated.

Annual Breakdown of Estimated SRMC			
Year 1	**Year 2**	**Year 3**	**Total Estimated SRMC**
$ 2,500.00	$ -	$ -	$ 2,500.00

Subrecipient Acknowledgement: *Authorized Agent or Point of Contact (POC) can sign for accepting funds

☐ Our organization is declining the use of SRMC funding for the referenced project.
****Authorized Agent must sign for declining SRMC funds**

This request is related to eligible indirect costs, direct administrative costs, or other administrative expenses associated with this specific project.

The administrative requirements of the Code of Federal Regulations Title 2 Part 200: Uniform Administration Requirements (2 CFR 200) have been met.

Name: Crissy Stile Authorization: Authorized Agent (AA)

Title: Mayor

Signature: Date: 04/05/2022

ATTACHMENT #3

Project #:	4486-(103)	County:	Lake	Modification #:	N/A
Applicant Name:	City of Mount Dora				
Project Title:	City of Mount Dora Treatment Plant - Office Wind Retrofit				

Point of Contact

Name:	George Marek	Title:	City Public Works Engineer
Agency:	Lake County	Address:	900 N. Donnelly Street, Mount Dora, FL 32757
Phone:	352-735-7151	Email:	marekg@cityofmountdora.com

Current Federal Share Amount: $ 15,000.00 Cost Share Percentage: 75.000000000%

Total Project Costs	$ 20,000.00
Total Estimated SRMC Ceiling *up to 5% of total project costs (**adjusted based on cost share)	**$ 1,000.00**

Subrecipient Management Costs Details

A. Personnel (Force Account Labor) *If "Salaried" convert to hourly rate (Salary/2080 = Hourly Rate)

		Fringe %							
Position	Base Rate	FICA	Health Insurance	Life Insurance	Retirement	Other	Total Rate	Hours	Costs
Public Works & Utilites Director	$ 62.38	7.65%	11.99%	0.31%	10.00%	3.24%	$ 83.09	1.00	$ 83.09
Executive Assistant to the City Manager	$ 37.13	7.65%	9.87%	0.26%	10.00%	0.78%	$ 47.74	1.00	$ 47.74
Project Manager	$ 39.00	7.65%	19.00%	0.25%	10.00%	0.00%	$ 53.39	2.00	$ 106.78
Assistant Finance Director	$ 52.75	7.65%	6.95%	0.19%	10.00%	0.00%	$ 65.83	2.00	$ 131.66
Grant Coordinator	$ 31.30	7.65%	11.72%	0.31%	10.00%	0.00%	$ 40.59	3.00	$ 121.77
City Engineer	$ 46.83	7.65%	7.83%	0.21%	10.00%	0.51%	$ 59.10	5.00	$ 295.50
Engineer I	$ 26.48	7.65%	13.85%	0.37%	10.00%	0.00%	$ 34.92	6.00	$ 209.52
							$ -		$ -
							$ -		$ -
							$ -		$ -
Pre-Award							$ -		$ -
Estimated Subtotal:									$ 996.06

Narrative:

The City of Mount Dora plans to manage the grant using in-house personnel and has estimated a cost allocation between City Administration, Finance, Public Works, and Engineering Departments according to the above schedule. No pre-award payments are requested

B. Contractual Services

Company Name(s) or Consultant(s)	Purpose	Costs
Pre-award		
Estimated Subtotal:		$ -

Narrative:

No consultant services are anticipated for grant management purposes.

C. Indirect Costs * Must have a ferally approved indirect cost rate. Must attach letter from Cognizant Agency.

Project #: **4486-(103)** County: Lake Modification #: N/A

Applicant Name: City of Mount Dora

Project Title: City of Mount Dora Treatment Plant - Office Wind Retrofit

Description		Base	Rate	Costs
		$ 996.06		$ -
Estimated Subtotal:				$ -
Narrative:				

Project #: **4486-(103)** County: Lake Modification #: N/A

Applicant Name: City of Mount Dora

Project Title: City of Mount Dora Treatment Plant - Office Wind Retrofit

Total Estimated Subrecipient Management Cost Request:	**$ 996.06**
Maximum amount that can be claimed (5%)	$ 1,000.00
If negative, adjust budget above by amount shown	$ 3.94
Pre-award Subrecipient Management Cost is requested in the amount of:	$ -
Pre-award activities were performed by (Position(s) or Company):	
Estimated Start Date:	

Please select an option below:

☐ Solicitation, review, and processing of subapplications and subawards

☐ Subapplication development regarding feasibility and effectiveness, and BCA

Pre-award SRMC can only be requested in Year 1. Supporting documentation is required with this request.

Due to Strategic Funds Management (SFM), Subrecipient Management Costs (SRMC) need to be obligated in increments sufficient to cover subrecipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated.

Annual Breakdown of Estimated SRMC			
Year 1	**Year 2**	**Year 3**	**Total Estimated SRMC**
$ 1,000.00	$ -	$ -	$ 1,000.00

Subrecipient Acknowledgement: *Authorized Agent or Point of Contact (POC) can sign for accepting funds

☐ Our organization is declining the use of SRMC funding for the referenced project.
****Authorized Agent must sign for declining SRMC funds**

This request is related to eligible indirect costs, direct administrative costs, or other administrative expenses associated with this specific project.

The administrative requirements of the Code of Federal Regulations Title 2 Part 200: Uniform Administration Requirements (2 CFR 200) have been met.

Name: Crissy Stile Authorization: Authorized Agent (AA)

Title: Mayor

Signature: Date: 04/05/2022

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

DATE: April 19, 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 Sageview Advisory Group, LLC, Related to Retirement Plan Investment Advisory Services

Introduction:

This is a request to approve the Piggy Back contract for Retirement Plan Investment Advisory Services between the City of Mount Dora and Sage View Advisory Group.

Discussion:

The City of Mount Dora has multiple retirement plans and recordkeepers. Additionally, the City has three defined benefit plans that are administered with plan administrators, boards of trustees and advised by financial advisors and legal representatives. To assist with responsible fiduciary oversight that includes management and possible consolidation of the plans, Staff desires to obtain the services of a retirement investment consultant. The City, as the plan sponsor, has a fiduciary duty under the common law related to trusts, to the plan and plan participants. The Department of Labor has established guidance for retirement plans and recommends plan sponsors to acquire financial consulting services to:

* Determine the needs of the plan's participants;
* Assess the qualifications of the service providers
* Review the services provided and fees charged by different providers
* Select the provider whose service level, quality and fees best match the plan's needs and financial situation; and
* Review the provider's performance at reasonable intervals so as to ensure that the provider is complying with the terms of the plan and statutory standards, and is satisfying the needs of the plan.

The City of Cocoa competitively solicited and negotiated an agreement with Sage View Advisory Group for Retirement Plan Investment Advisory Services. The City of Mount Dora desires to enter into a contract with Sage View Advisory Group under the same terms and applicable conditions as that agreement with the City of Cocoa. Florida Statues Chapter 287 authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by the City of Cocoa and agreements resulting therefrom.

Budget Impact:
There is no budgetary impact to the City.

Strategic Impact:
Goal 3: Fiscal Resources/ Human Resources

Recommendation City Council approve the Retirement Plan Investment Advisory Services Contract with Sage View Advisory Group.

Attachment(s):
1. Attachment 1 Cocoa - Sage View - Notification_of_Intent_to_Award
2. Piggyback Agreement.SageView Advisory Group.SGS
3. Exhibit A Investment Advisory Services Agreement City of Cocoa

Prepared by:	Sharon Kraynik, Human Resources Director	
Reviewed by:	Sharon Kraynik, Human Resources Director	Approved - 4/6/2022
	Rita Meade, Deputy Finance Director	Approved - 4/6/2022
	Sherry Sutphen , City Attorney	Approved - 4/11/2022
	Jessica Burnham, City Clerk	Approved - 4/12/2022
	Jeanann Hand, Deputy City Clerk	Approved - 4/12/2022
	Patrick Comiskey, City Manager	Final Approval - 4/13/2022

ATTACHMENT #1

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department Human Resources	Division:
Bid / RFP / RFQ #: Quote 21-01-COC	Project #
Awarded To: SageView Advisory Group LLC	Scope of Work or Services: Review / evaluate City's existing employee retirement benefit plan.
Address / City / State / Zip: 1645 Palm Beach Lakes Blvd., Suite 1200, West Palm Beach, FL 33401	Phone / Fax #'s: P: 386407-791-3562 / E: lgarcia@sageviewwadvisory.com
Purchase / Contract Amount: $20,000 minimum annual fee	Date of Award Notification: February 9, 2021
Title / Position (Print) Randall C Long / Managing Principal	Signature DocuSigned by: By: Randy Long

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

Thank you for your cooperation

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 SAGEVIEW ADVISORY GROUP, LLC, 4000 MacArthur Boulevard, Suite 1050, Newport Beach, CA 92660, 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 Investment Advisory Services Agreement for Government Plans and the CONTRACTOR, dated February 1, 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 the City of Cocoa through Request to Quote # 21-01-COC; 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 February 1, 2024, or until terminated earlier by either party upon ninety (90) days written notice to the other. Such termination shall be effective 90 days after such notice is given. The parties may also mutually agree to extend this Agreement for two (2) additional terms of two (2) years each, upon the same conditions as provided herein. In the event of termination, the CONTRACTOR's annual compensation shall be deemed earned on a pro-rata basis and paid up to the effective date of termination.

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:	SageView Advisory Group, LLC 4000 MacArthur Boulevard, Suite 1050 Newport Beach, CA 92660

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:

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

____

Jessica Burnham
City Clerk

____

Sherry G. Sutphen
City Attorney

CONTRACTOR
Randall C Long
Print: Randall C Long
Title: CEO

BH

STATE OF ~~FLORIDA~~ California
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization of Randall C. Long, as CEO, of Sage View Advisory Group 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 Drivers License as identification, and who did/did not take an oath this 5th day of April, 2022.

(stamp)

Zack Craig Smith
NOTARY PUBLIC

ZACK CRAIG SMITH
Notary Public - California
Orange County
Commission # 2358985
My Comm. Expires May 26, 2025

Exhibit "A"

Cooperative Contract between
City of Cocoa and
SageView Advisory Group, LLC

INVESTMENT ADVISORY SERVICES AGREEMENT FOR GOVERNMENT PLANS

This Agreement is entered into as of February 1, 2021, between SageView Advisory Group, LLC ("SageView"), having its principal offices as 4000 MacArthur Blvd., Suite 1050, Newport Beach, CA 92660, and City of Cocoa, a governmental municipality ("Client"), having its principal place of business at 65 Stone Street, Cocoa, FL 32922. The Agreement is effective on the date set forth above with respect to investment and compliance services to be provided by SageView to Client in accordance with the terms of this Agreement.

Client sponsors a 457(b) Deferred Compensation Plan and 401(a) Defined Contribution Plan (the "Plans") that qualifies as "governmental plans" as defined in Section 414(d) of the Internal Revenue Code, as amended (the "Code"). As a governmental plan, the Plan is exempt from the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

The parties agree as follows:

1. SERVICES & COMPENSATION

- **SERVICES**

Client authorizes and engages SageView to provide investment recommendations, analysis, investment policy statement strategic planning, and general oversight for the Plan (collectively, the "Services") described in Schedule A hereto.

(a) In performing the Services, SageView does not have discretion over any of Client's investments, and SageView does not serve as a custodian for any of Client's assets.

As more fully described in Schedule A, SageView shall recommend to Client the investment guidelines to be incorporated into an investment policy statement (IPS) for use in managing Client's investments, provided that Client shall be responsible for approval of the IPS and any changes thereto. If Client makes modifications to the investment guidelines or the IPS without input from SageView, it shall immediately notify SageView of such modifications.

SageView will perform the Services described in Schedule A in accordance with the standard of care of a prudent investment adviser, provided, however, that nothing in this Agreement shall be deemed to limit any responsibility that SageView may have to Client to the extent such limitation would be inconsistent with applicable laws, including securities laws.

(b) SageView shall not, and cannot, provide legal or tax advice to Client. Client agrees to seek the advice of its legal counsel as to matters that might arise relating to the operations and administration of the Client's assets.

(c) Client acknowledges that SageView shall have no authority or responsibility to provide Services with respect to voting proxies for securities held by the Plan or take other action related to the exercise of shareholder rights regarding such securities.

(d) Client further acknowledges that SageView is entitled to rely upon all information necessary for it to carry out its duties hereunder that is provided by Client, Client's representatives or Client's other service providers without independent verification by SageView. Client represents that all such information provided to SageView is and shall be true, correct and complete in all material respects. Client agrees to promptly notify SageView in writing of any material change in the information provided to SageView and to promptly provide any such additional information as may be reasonably requested by SageView.

(e) SageView may also perform the additional services described in Schedule B for the fees described in Schedule B if specifically engaged to do so by Client.

- **FEES AND COMPENSATION**

(a) Client authorizes SageView to charge the fees described in Schedule A.

2. TERM AND TERMINATION

This Agreement shall continue for a period of three (3) years or until terminated earlier by either party upon 90 days prior written notice to the other. Such termination shall be effective 90 days after such notice is given. The parties may also mutually agree to extend this Agreement for two additional terms of two years each upon the same conditions as provided herein. In the event of a termination by either party, SageView's annual compensation will be deemed earned on a pro-rata basis, and SageView will be entitled to receive compensation up to the date the termination takes effect. In such event, SageView will use reasonable efforts to assist Client in arranging a smooth transition process to a new investment manager or adviser. Upon termination, SageView will have no further obligation under this Agreement to act or advise Client with respect to Services.

3. BOOKS AND RECORDS

Client is entitled to copies of all reports and/or documents relating to its account. SageView will not, however, retain files (other than contracts) for more than seven years. Upon termination of this Agreement, SageView shall be required to deliver copies of all reports and/or documents relating to Client's account to Client.

4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

5. REPRESENTATIONS AND ADDITIONAL COVENANTS

- **Representations of Client.** Client represents and warrants as follows:

(a) Client has the power and authority to appoint an investment adviser and to enter into contractual arrangements with third parties to assist in the discharge of its duties.

(b) The person signing the Agreement on behalf of Client has been delegated all necessary authority to do so by Client, and he or she is independent of and unrelated to SageView.

(c) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by Client's governing instruments and/or applicable laws. The signatory on behalf of Client represents that the execution of the Agreement has been duly authorized by appropriate action of Client's governing body and agrees to provide such supporting documentation as may be reasonably required by SageView.

(d) Client acknowledges that before this Agreement was entered into, SageView provided to it a copy of SageView's Form ADV Part 2A.

(e) Client acknowledges that investments fluctuate in value and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance.

(f) Client understands that, among other things, SageView performs investment and fiduciary consulting and portfolio management services for other clients. Client recognizes that SageView may give advice and take action in the performance of its duties for such other clients (including those who may have similar arrangements as Client), or for the personal accounts of SageView and its advisory affiliates, that may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall be deemed to impose on SageView any obligation to advise Client in the same manner as it may advise any of its other clients. Client also acknowledges that SageView may, by reason of its other such activities as described above, from time to time acquire confidential information. Client acknowledges and agrees that SageView is unable to divulge to the Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

- **Representations of SageView.** SageView represents as follows:

(a) It is registered as an investment adviser under the Investment Advisers Act of 1940 and is considered to be a fiduciary to Client under that Act.

(b) It has the power and authority to enter into and perform this Agreement and will obtain any authorizations, permits, certifications, licenses, filings, registrations, approvals or consents which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.

6. DISPUTE RESOLUTION; ARBITRATION

Omitted.

7. GENERAL PROVISIONS

(a) This Agreement contains the entire understanding between the parties with respect to the subject matter contained herein and supersedes all prior agreements, understandings or negotiations, oral or written, with respect to such matters.

(b) This Agreement is not assignable by either party without the prior written consent of the other party.

(c) This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and permitted assigns.

(d) The Agreement may be modified, including without limitation the Services to be provided by SageView or the Fees charged by SageView only by mutual written agreement.

(e) If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

(f) Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For Client:
City Manager
65 Stone Street
Cocoa, FL 32922

For Sageview:
Lisa Garcia
Lgarcia@sageviewadvisory.com
1645 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, FL 33401

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

Electronic Communications: Client expressly agrees to accept electronic communication of any advice or report in lieu of a printed copy, including applicable disclosure documents, and Form ADV at the email address listed on the signature page or such other email address as Client may designate in writing to SageView. Client may revoke this consent at any time by providing notice to SageView pursuant to this Section 7(f).

(g) All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

(h) Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client or any other party may have under federal or state securities laws.

8. CONFIDENTIAL INFORMATION

All information and advice furnished by either of the Parties to the other will be treated as confidential and will not be disclosed to third parties except as required by law, as required to perform the Services, as described in SageView's Privacy Principles, or as otherwise mutually agreed upon in writing by the SageView and Client. Client acknowledges receipt of SageView's Privacy Principles.

9. EXECUTION

If the terms of this Agreement are acceptable to Client and the Services are in accordance with your understanding, please sign and return the Agreement to SageView. SageView will promptly send you a fully executed copy.

10. SOVEREIGN IMMUNITY

The Client intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the Client's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Client's potential liability under state or federal law.

11. PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, SageView agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SageView related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or SageView. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SageView are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF SAGEVIEW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SAGEVIEW'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT 321-433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, FL 32922.

SageView is required to and agrees to comply with public records laws. SageView shall keep and maintain all public records required by the City to perform the services as agreed to herein. SageView shall provide the City, upon request from the City Clerk, copies 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 by law. SageView shall 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 Agreement term. Upon completion of the Agreement, SageView shall transfer to the City, at no cost, all public records in possession of the SageView, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SageView shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the SageView shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify SageView of the request and the SageView shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the SageView does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SageView acknowledges that if the SageView does not provide the public records to the City within a reasonable time, the SageView may be subject to penalties under Section 119.10, Florida Statutes. The SageView acknowledges that if a civil action is filed against the SageView to compel production of public records relating to this Agreement, the court may assess and award against SageView the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the SageView, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SageView to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SageView fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SageView's failure to comply with this Section, the City shall collect from SageView prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SageView. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SageView's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

12. INDEMNITY

SageView, to the fullest extent permitted by law, hereby agrees to indemnify and hold the Client harmless from and against any claims, actions, damages, liabilities or obligations of any kind and nature (including, without limitation, reasonable legal fees, costs of court and costs of any investigation or administrative proceeding brought by any governmental agency) ("Liabilities") to the extent that such Liabilities arise from or are in connection with SageView's negligence, willful misconduct, bad faith, failure to perform or breach of any of its obligations under this Agreement or other applicable federal or state law. Notwithstanding the foregoing, unless otherwise required by applicable law, in no event shall SageView (i) be liable to Client, (ii) have any obligation to indemnify Client, or (iii) have any liability to any Plan participants, with respect to (A) any general market decline, (B) investment losses directly resulting from either Client's failure to follow SageView's investment advice, or (C) a Plan participant's claim of breach of fiduciary duty committed by Client or any other Plan fiduciary; provided, however, that nothing in this Section or the Agreement shall be construed to relieve SageView of any liability for its own failure to fulfill its obligations under applicable federal and state law, any breach of its fiduciary duty in performing services contemplated by this Agreement, or for its acts or omissions that are the result of SageView's gross negligence, willful misconduct or bad faith. Each party shall cooperate with the other party in connection with the defense of any matter subject to indemnification hereunder.

13. INSURANCE

During the term of this Agreement, SageView shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent contractors or agents employed by SAGEVIEW to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. SageView shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SAGEVIEW from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SAGEVIEW or by anyone directly employed by or contracting with the SAGEVIEW.

b. SageView shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect SageView from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the SAGEVIEW or by anyone directly or indirectly employed by the SAGEVIEW.

c. SageView shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. Professional liability insurance covering the liability for financial loss due to error, omission or negligence of SageView with an aggregate amount of $2 million.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the Client by SageView upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 13. Renewal certificates shall be sent to the Client 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the Client in the event of cancellation or modification of any stipulated insurance coverage. **The ClientT shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

14. ATTORNEY'S FEES

Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

15. E-VERIFY

a. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SageView shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

b. Subcontractors

(i) SageView shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SageView shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) SageView shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. SageView must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from SageView stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

d. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. SageView shall be liable for all costs incurred by the CITY securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

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

DocuSigned by:

By: Randy Long

55300481EC134FE...

Randall C. Long, Managing Principal
SageView Advisory Group, LLC

City of Cocoa

By:

Stockton Whitten, City Manager

Date: 2/9/2021

ATTEST:

By: Carie Shealy

Carie Shealy, City Clerk

APPROVED AS TO FORM

By:

Anthony A. Garganese, City Attorney

CITY SEAL

City of Cocoa FLORIDA SEAL

SCHEDULE A
SERVICES & FEES

Fee:

The fee for the Services outline in Schedule A shall be an asset-based fee of 0.10% per annum, billed quarterly and paid in arrears, based on the includable average quarterly balance of assets of the Plan as of the end of each fiscal quarter, with a minimum annual fee of $20,000. SageView shall perform the following Services for Client, as mutually agreed by SageView and the Client.

Investment Services:

SageView will provide recommendations, analysis and oversight and provide information to Client to assist with the investment decision making process. All investment changes resulting from the analysis and oversight provided by SageView will be accepted and implemented by and at the sole discretion of Client.

SageView will provide a comprehensive quarterly investment analysis of the assets and investments designated for SageView's review by the Client, including:

- Market overview addressing the major markets, indices, sectors and the economic statistics that are affecting them.
- Analysis and reporting of the investment managers employed by the Client
- Analysis and reporting of the investment managers' investment process and strategies employed.
- An in-depth portfolio summary, including fund and benchmark returns, style analysis and overall portfolio return.
- Analysis of the Client's asset allocation, as well as recommendations on asset allocation decisions. Including recommendations to optimize risk adjusted returns along the efficient frontier.
- A detailed examination of investment options, including performance numbers versus the category and index, manager style drift, risk/return, standard deviation, Sharpe ratio, upside and downside capture, expense ratio and fund allocation.

Investment Policy Services (IPS) and Strategic Planning:

SageView will gather information regarding the Client's investment policies and objectives and provide Client with information to be used in developing a written IPS. Alternatively, if the Client has an existing IPS, SageView will review the existing IPS and assist Client in determining whether the portfolio is performing consistent with the IPS and/or whether the IPS needs to be revised, based on an analysis of the Client's asset class and risk tolerance guidelines, liquidity requirements, and performance goals. The IPS shall be based on generally accepted investment theories and prevailing industry practices. Client retains sole discretion to accept and adopt the IPS. SageView will conduct strategic planning sessions to review current performance (periodic reports) and establish future objectives and strategies for the designated assets.

Plan Fee Benchmarking/Review:

SageView will conduct a periodic review of plan fees and costs charged to the Plan by all service providers to assist Client in discharging its duty to monitoring the reasonableness of fees and costs paid by the Plan. SageView will not render individualized investment advice to the Plan for services rendered hereunder.

SCHEDULE B
ADDITIONAL SERVICES & FEES

Fee:

The fee for the Services outline in Schedule B is billed as noted in description of service as service is rendered.

Participant Education and Communication:

SageView will conduct initial and/or periodic enrollment and informational meetings, up to four (4) group meetings per day, with Plan participants and provide investment education. In accordance with the Department of Labor's Interpretative Bulletin 96-1, SageView may provide Plan participants with information about the Plan, general financial and investment information and information and materials relating to asset allocation models available through the Plan. SageView may also provide Plan participants with interactive investment materials to assist Plan participants in assessing their future retirement income needs and the impact of different asset allocations on retirement income. Under this service SageView does not render individualized investment advice to Plan participants and will not be held to an ERISA fiduciary standard for services rendered hereunder.

Fee: Includes two days of education. Additional days will be $1,500 per day, if needed.

Plan Provider-Administrator Benchmarking/Review:

SageView will assist Client in designing and conducting a provider-administrator analysis (Request for Proposal—RFP) and manage implementation or conversion of a new SageView. SageView will not render individualized investment advice to the Plan for services rendered hereunder and, thus, will not be held to an ERISA fiduciary standard with respect to such services.

Fee: The provider RFP and benchmarking review, including conversion process is Included as part of SageView's deliverables.

Participant Guidance Services via Sage 411 Participant Call Center: SageView RL Client ____

SageView will communicate with Plan participants telephonically to collect information necessary to identify the participant's investment objectives, risk tolerance, time horizon, and retirement related goals. SageView will provide recommendations to assist the Plan participant with creating a portfolio using the Plan's designated investment alternatives or, if available, Model Portfolios. In performing this service, SageView will not exercise discretionary authority to change any investment allocations within the participant's individual Plan account. All recommendations must be accepted and implemented by and at the sole discretion of the Plan Participant.

Sage 411 Participant Call Center services will be available during SageView's normal business hours excluding weekends and holidays. While it is anticipated wait times will not exceed normal industry standards, there may be periods when longer wait times may be incurred due to high call volume or other conditions; if a voicemail is left for Sage 411, return calls will be made as soon as administratively feasible. Any issues with respect to call center operation should be reported to their SageView associate contact or by calling SageView at (800) 814-8742.

All authorized users are to assume full responsibility for the accuracy of all data provided to call center representatives and calls will be recorded for verification of information provided in the event of a dispute.

Fee: The Sage411 service is Included as part of SageView's deliverables.

SageView Advisory Group, LLC

PRIVACY NOTICE REGARDING CLIENT PRIVACY AS REQUIRED BY REGULATION S-P & REGULATION S-AM

Maintaining the trust and confidence of our clients is a high priority. That is why we want you to understand how we protect your privacy when we collect and use information about you, and the steps that we take to safeguard that information. This notice is provided to you on behalf of SageView Advisory Group, LLC.

Information We Collect: In connection with providing investment products, financial advice, or other services, we obtain non-public personal information about you, including:

- Information we receive from you on account applications, such as your address, date of birth, Social Security Number, occupation, financial goals, assets and income;
- Information about your transactions with us, our affiliates, or others; and
- Information received from credit or service bureaus or other third parties, such as your credit history or employment status.

Categories of Information We Disclose: We may only disclose information that we collect in accordance with this policy. SageView Advisory Group, LLC does not sell customer lists and will not sell your name to telemarketers.

Categories of Parties to Whom We Disclose: We will not disclose information regarding you or your account at SageView Advisory Group, LLC, except under the following circumstances:

- To entities that perform services for us or function on our behalf, including financial service providers, such as a clearing broker-dealer, investment company, or insurance company, other advisers;
- To consumer reporting agencies;
- To third parties who perform services or marketing, client resource management or other parties to help manage your account on our behalf;
- To your attorney, trustee or anyone else who represents you in a fiduciary capacity;
- To our attorneys, accountants or auditors; and
- To government entities or other third parties in response to subpoenas or other legal process as required by law or to comply with regulatory inquiries.

How We Use Information: Information may be used among companies that perform support services for us, such as data processors, client relationship management technology, technical systems consultants and programmers, or companies that help us market products and services to you for a number of purposes, such as:

- **To protect your accounts/non-public information** from unauthorized access or identity theft;
- **To process your requests** such as securities purchases and sales;
- **To establish or maintain an account with an unaffiliated third party**, such as a clearing broker-dealer providing services to you and/or SageView Advisory Group, LLC;
- **To service your accounts**, such as by issuing checks and account statements;
- **To comply** with Federal, State, and Self-Regulatory Organization requirements;
- **To keep you informed** about financial services of interest to you.

Regulation S-AM: Under Regulation S-AM, a registered investment adviser is prohibited from using eligibility information that it receives from an affiliate to make a marketing solicitation unless: (1) the potential marketing use of that information has been clearly, conspicuously and concisely disclosed to the consumer; (2) the consumer has been provided a reasonable opportunity and a simple method to opt out of receiving the marketing solicitations; and (3) the consumer has not opted out. SageView Advisory Group, LLC does not receive information regarding marketing eligibility from affiliates to make solicitations.

Regulation S-ID: Regulation S-ID requires our firm to have an Identity Theft Protection Program (ITPP) that controls reasonably foreseeable risks to customers or to the safety and soundness of our firm from identity theft. We have developed an ITPP to adequately identify and detect potential red-flags to prevent and mitigate identity theft.

California Consumer Privacy Act: The California Consumer Privacy Act (CCPA) provides California residents with rights to receive certain disclosures regarding the collection, use, and sharing of "Personal Information," as well as rights to know/access, delete, and limit sharing of Personal Information. The CCPA defines Personal Information to mean "information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household." As a financial services organization, much of the information we collect is exempt from the CCPA because it is covered by a federal or state financial privacy laws, such as the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act and the Health Insurance Portability and Accountability Act. In addition, some information we collect maybe exempt because it is considered public information (i.e., it is made available by a government entity).

To the extent that we collect Personal Information that is subject to the CCPA, your rights as a California resident to request access and deletion of that information are described below.

We do not sell your Personal Information to third parties. However, as described in this policy, we do share information with third parties and service providers for business purposes.

Right to Know/Access Information: You have the right to request access to Personal Information collected about you and information regarding the source of that information, the purposes for which we collect it, the categories of third parties with whom we share it, and the specific pieces of Personal Information we have collected about you.

Right to Request Deletion of Information: You have the right to request in certain circumstances that we delete any Personal Information that we have collected directly from you.

How to Submit a Request: You may submit a request to exercise your California privacy rights by contacting us at: SageView Advisory Group, LLC, 1920 Main Street, Suite 800, Irvine, CA 92614; (800) 814-8742.

Our Security Policy: We restrict access to nonpublic personal information about you to those individuals who need to know that information to provide products or services to you and perform their respective duties. We maintain physical, electronic, and procedural security measures to safeguard confidential client information.

Closed or Inactive Accounts: If you decide to close your account(s) or become an inactive customer, our Privacy Policy will continue to apply to you.

Complaint Notification: Please direct complaints to: Sharina Merid at SageView Advisory Group, LLC, 1920 Main Street Suite 800 Irvine, CA 92614; (800) 814-8742.

Changes to This Privacy Policy: If we make any substantial changes in the way we use or disseminate confidential information, we will notify you. If you have any questions concerning this Privacy Policy, please contact us at: SageView Advisory Group, LLC, 1920 Main Street Suite 800 Irvine, CA 92614; (800) 814-8742.

CITY OF™
MOUNT
DORA

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

DATE: **April 19, 2022**

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

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

SUBJECT: Request Authorization to Purchase a Replacement Generator for Lift Station #10 in the Amount of $60,206.00

Introduction:

This is a request for City Council to approve a replacement generator for City lift station # 10 that was found damaged and not repairable.

Discussion:

On October 3, 2021, utility field staff were called out to lift station # 10 for a fire. When crews arrived, they discovered the lift station generator was ablaze. The lift station backup generator was a total loss. An internal fueling system failure related to the old age of the generator most likely led to its demise. An insurance claim was submitted which qualified the City Utility to recover up to $53,188.00 for the replacement. The insurance information is attached for reference.

Tradewinds Power Corp offers the stationary generators under the cooperative Florida Sheriff's Association (FSA) Contract. The Sheriffs Association offers statewide purchasing contracts on a variety of competitive bid vehicles, equipment and services that are available to all eligible Florida and national agencies. This Agreement is typically advantageous to a city like Mount Dora because it allows the cooperative buying power of a larger pool of items.

The net price under the 2021 Florida Sheriffs Association Contract Bid Award is $60,206.00 under Specification No. # 114. The stationary generator is a key emergency device that helps ensure uninterrupted lift station services when normal power is not available. Hurricane Irma demonstrated a need for the city's utilities to have adequate emergency generators. The generator maintains wastewater flows and avoids spills for short to intermediate periods when electrical power is interrupted. The stationary generator has its own self-contained fuel tank to run for several days to a week depending on flow demand.

Budget Impact:

The cost for the replacement generator is $60,206.00. This purchase will be funded in part from the insurance proceeds received for the old "damaged" generator. The funds for the purchase of the replacement are available in budget account # 421-5555-580.64-01.

Strategic Impact:
Maintain reliable utility services for the health, safety and welfare of its citizens.

Recommendation
City Council review and approve the quote for a replacement generator.

Attachment(s):
1. Attachment 1- Claim Info for Generator
2. Attachment 2 - Generator Back up LS 10

Prepared by:	Ethan Hand	
Reviewed by:	Josef Grusauskas, Utilities & Plant Operations Director	Approved - 4/11/2022
	Rita Meade, Deputy Finance Director	Approved - 4/11/2022
	Sherry Sutphen , City Attorney	Approved - 4/12/2022
	Jessica Burnham, City Clerk	Approved - 4/13/2022
	Jeanann Hand, Deputy City Clerk	Approved - 4/13/2022
	Patrick Comiskey, City Manager	Final Approval - 4/13/2022

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

PGIT COMBINED CLAIMS ACCOUNT ATTACHMENT #1 Regions Bank 63-466 631

ADMINISTERED BY PREFERRED GOVERNMENTAL CLAIM SOLUTIONS

PO BOX 614004
ORLANDO FL 32861-40042

Claim Number: 386494

VOID AFTER 120 DAYS

DATE	CHECK NO.
3/23/2022	422803

AMOUNT
$35,731.60

PAY Thirty-Five Thousand Seven Hundred Thirty-One and 60/100 Dollars*****

TO THE ORDER OF
Mount Dora, City Of
510 N Baker St
Attn: Finance Department
Mount Dora, FL 32757

⑈0000422803⑈ ⑆063104668⑆ 0039462714⑈

Please cash or deposit the above check as soon as possible and retain this portion for your records

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
Property Damage				$0.00	$35,731.60

Claim Number: 386494 Claimant: Mount Dora, City Of Payee: Mount Dora, City Of
Check Number: 422803 Total Check Amt: $35,731.60 Event Date: 10/4/2021 Department: Mount Dora Mount Dora
Adjuster Name: Fred Tucker Adjuster Phone #: (321) 832-1400 Ext:4000 Event Number: EV2021370798 Control Number: 7584051
Memo: Unit 090

REORDER MAGIC 407-657-7414 PGCS-CCM 7.12

FINGERPRINT

SECURITY

☐ CHECK HERE IF MOBILE DEPOSIT

Fraud statement (440.105 (7) F.S.) "Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information commits insurance fraud, punishable as provided in s. 817.234."

123483

ENGLE MARTIN & ASSOCIATES
Adjusters & Claims Administrators

5565 Glenridge Connector
Suite 900
Atlanta, GA 30342

March 22, 2022

City of Mount Dora
510 Baker Street
Mt. Dora, FL 32757

Attn: Kimberly Helfant, helfantk@ci.mount-dora.fl.us

RE:	**Member:**	**Preferred Municipality – City of Mount Dora**
	Location of Loss:	Unit #090 - 1350 Pine Avenue, Mount Dora, FL 32757
	Nature of Loss:	Electrical Fire – Lift station generator
	Date of Loss:	October 3, 2021
	Policy Number:	PK2FL1 0352012 19-18
	Our File Number:	1000347709
	Claim Number:	**386494**

Dear Ms. Helfant:

As you are aware, Engle Martin & Associates, Inc. is the designated adjusting firm assisting Preferred Governmental Insurance Trust (Preferred) with respect to this matter. We write on behalf of Preferred, subscribing to Policy Number PK2FL1 0352012 19-18 issued to the Named Member, City of Mount Dora.

It was reported that on October 3, 2021, the generator located at the above-referenced location suffered an electrical fire causing significant damage. Engle Martin adjuster, Justin Hubbart conducted a site inspection of the generator on October 7, 2021 and confirmed the need for replacement. We received the most recent Tradewinds Corporation proposal from your office dated February 2, 2022, totaling $58,188.00.

Preferred writes to confirm their agreement with the Tradewinds proposal for the above referenced claim. After application of depreciation and your deductible of $5,000.00, the net Actual Cash Value settlement is **$35,731.60**.

Please keep in mind that the remaining recoverable depreciation totaling $17,456.40, is available to you upon completion of repairs. Please review the attached and contact us immediately with any questions.

We appreciate your patience and cooperation throughout this matter.

1000347709
Page 2

Sincerely,

ENGLE MARTIN & ASSOCIATES

Justin Hubbart
General Adjuster
Orlando, Florida Office
jhubbart@englemartin.com
Florida License #W122891
Expiration 01/31/2023
M: 865.973.1986

ENGLE MARTIN & ASSOCIATES

Mike Fink
Senior Executive General Adjuster
Atlanta, Georgia Office
mfink@englemartin.com
Florida License #P048069
Expiration: 04/30/2023
M: 404.808.6226

Enclosures:

1. Check
2. Statement of Loss

cc: Mr. Fred Tucker, Vice President
PGCS on behalf of Preferred

Brown & Brown of Florida, Inc.-Leesburg
1300 Citizens Blvd, Suite 100,
Leesburg, FL 34748

ENGLE MARTIN & ASSOCIATES
Adjusters & Claims Administrators

STATEMENT OF LOSS

Insured: **Preferred Municipality - City of Mount Dora**
Claim Number: **386494**
Policy Number: PK2FL1 0352012 19-18
Date of Loss: Sunday, October 3, 2021
Nature of Loss: Fire
Location of Loss: Unit #090 - 1350 Pine Avenue, Mount Dora, FL 32757
EMA Number: **1000347709**

Coverage & Detail	Itemization	Value	Loss	Claim
Building:		$ 25,000.00		
Tradewinds Proposal	$ 58,188.00			
Replacement Cost Loss	**$ 58,188.00**		**$ 58,188.00**	
Deductible	$ (5,000.00)			
Recoverable Depreciation	$ (17,456.40)			
Actual Cash Value Claim	**$ 35,731.60**			**$ 35,731.60**

(03/22/2022) Prepared by: Justin Hubbart, Engle Martin & Associates

ATTACHMENT #2

TRADEWINDS
POWER CORP

5820 NW 84th Avenue Miami, Florida 33166
Tel 305-592-9745 FAX 305-592-7461
www.tradewindspower.com

Filters
Pump Sets
Power Units
Generator Sets
Automatic Engine Controls

TO: **City of Mount Dora**
2099 James P. Snell Drive
Mount Dora, Fl. 32757
Tel: (352)-901-8026
Attn: Mr. William Millikin

Quotation # PSAV03312022Q
April 1st, 2022

We are pleased to offer this Quotation as detailed below

Amount	Description	Each	Extended
1	**Model T125 Base Awarded Tradewinds Generator Set under FSA contract No. FSA20-VEH18.0 Spec. No. #114. Updated October 1, 2021**	54,162	54,162
	Deduct for Model TGM60-UL-FS UL 2200 Approved Tradewinds Generator Set;	-10,206	-10,206
	60 KW (75 KVA) Standby, 54 KW (67 KVA) Prime Power 277/480 Volts [reconnectable], 60 Hz, Three Phase, 0.8 Power Factor Amp Load Capacity: 91; Load Bank tested.		
	General Motors engine, Model 5.7 @ 1800 RPM complete with 12 Volt Electric's, Radiator & Guard		
	Brushless Single Bearing Alternator with PMG and DVR 2000E Automatic Voltage Regulator & Vibration Isolation Mounts		
	Tradewinds NFPA 110 Digital Instrument/Control Panel with Safety Shutdowns Complete with DC Voltmeter, Hourmeter, Oil and Temperature Gauges Frequency Meter, Ammeter & Voltmeter with Phase Selector Switch, Engine Cool Down Timer, Remote "E" Stop Contacts, Remote Auto Start Control, Low Fuel Level Alarm, Breakers for A/C and D/C, and a Emergency Stop Push Button.		
	Optional Equipment included in above pricing: Battery Cables Battery Rack Battery Charger, 120vac, 1ph, input with 5amp output mounted to frame Critical Exhaust Silencer Installed and Mounted Stainless Steel Flex Exhaust Connection and Rain Cap AutoStart Control with Overspeed & Overcrank Shutdowns [Necessary for use with Automatic Transfer Switch or for Remote Starting] Air Cleaner 120vac, 1ph, 750watt, Jacket Water Heater Installed 100 Amp Circuit Breaker, UL Rated Drop Over, Aluminum Semi-sound Weather Enclosure With Stainless Hardware. Aluminum Subbase with Lifting Eyes and Fork Lift Pockets. Oil and Water Drain Lines Duplex Receptacle (GFI) For Battery Charger and Jacket Water Heater installed onto generator frame with battery charger and JWH plugged in. Electric shut of fuel supply, Flex hosing from side of weather enclosure to fuel carburetor. Full Load Factory Tested Stainless Steel, Flexible inlet fuel for Natural Gas Shut Off Valve for gas supply to engine. One Operation and Maintenance Manual Two (2) year/ 1000hr Standby Warranty		
Total for cost of generator:			**43,956**
	Delete option - IT100-150-FS. This value is deleted from the awarded switch to determine the net cost per amp for the installation ($54,162.00 - $54,038.00 = $124.00)	-4,882	
	Installation of transfer switch consists of mounting the transfer switch 15 feet away from main power. Installation of generator power, obtain permit, set and install generator. Size of quoted automatic transfer switch is 100 amps Total cost for install is determined by multiplying size of ATS x cost per AMP. (100 x $124.00) for install.	12,400	
	Net cost adjust due to site specific requirements to remove existing generator, obtain permit, and test. Reuse existing pad and no temporary to be provided Tradewinds.	3,850	**16,250**
	Sub Total, FOB our warehouse, Miami, Florida		60,206
	Onsite Start-up and building load test	Inc.	Inc.
	Delivery to City of Mount Dora, Fl. Curbside. Off-Loading by others.	Inc.	Inc.
	Total		**60,206**
	State & Local Tax as Applicable		
	Estimated Shipping date from receipt of order: 20 -22 Weeks		

Price Validity: 45 days; 50% deposit required; 15% Cancellation Charge for Restocking.

Wire-Transfer: Tradewinds Power Corp Division of Southeast Diesel Corp
F/B/O PNC Bank
Acct# 8025724597 ABA# 031207607

Abraham Vargas

TRADEWINDS® POWER CORP

SPECIFICATION SHEET

MODEL: TG60 UL

GM UL2200 GASEOUS GENERATOR SET

FUEL: GASEOUS

ENGINE: GM

Power Ratings	Standby		Prime	
Gaseous Fuel	kW	kVA	kW	kVA
LPG	60.0	75.0	54.0	67.5
Natural Gas (NG)	56.7	70.9	51.0	63.8
Ampage 0.8 PF 208V	208		188	
12-wire voltages: 1P = 120/240; 3P = 120/208, 120/240, 480/277				

Rating Definitions: Rated for 1800 rpm.

Standby ratings are applicable for the duration of any power outage. No overload is available at these ratings. Prime ratings are continuous per BS 5514, DIN 6271, ISO3046 & IEC 34-1. Overload capacity on prime-power ratings is 10% for one hour in each twelve hours of operation. All single phase ratings are based on a 1.0 power factor, three (3) phase ratings based on a 0.8 power factor. Ratings are established based on 85°F (29°C) and an elevation of 1,000 feet (305 meters).

STANDARD FEATURES:

Tradewinds Power Corp (TPC) Gaseous GM powered generator sets are UL2200 approved self contained standby generator packages complete with mounted auto control panel, gas connections, air cleaners, exhaust silencers, and other accessories mounted in a weather protective enclosure. All TPC systems and components are prototyped, assembled and tested within a purpose built packaging, manufacturing, and test facility.

Engine:

- GM Vortec 5.7L gaseous engine
- Full ECU engine control with coil-on-plug variable timing ignition
- Integrated knock sensing and control
- Heavy duty rated for standby and continuous prime power operation
- Cooling system capable of operation at 120°F ambient
- GM Vortec 4-cycle gaseous-fueled engine is constructed for long-life, and heavy-duty operation, is EPA certified, spark-ignited, and designed for maximum reliability and durability.
- Water-cooled and stoichiometric with replaceable dry cylinder liners
- Cast iron block and heads with overhead valve configuration
- Thermostatically controlled jacket water heater

Alternator:

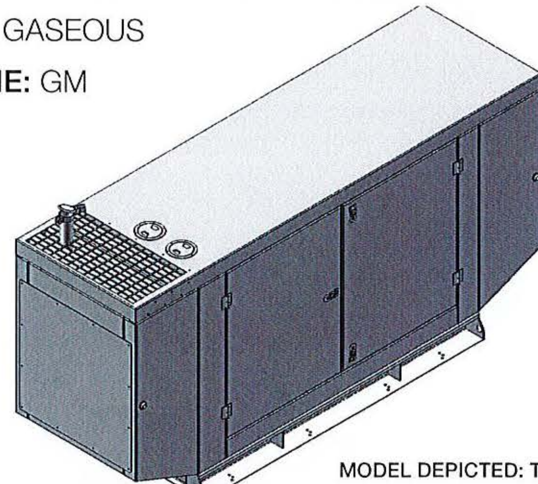
- Marathon 4-pole, 12-wire brushless generator, single bearing
- Alternators are oversized with volts per hertz tracking with PMG for enhanced motor starting for engineers to standard on one package
- Superior voltage waveform achieved by a 2/3 pitch and skewed rotor.
- Vacuum-impregnated windings with fungus-resistant epoxy for dependability and long-life
- Sustained short-circuit capability enabling down-line circuit breakers to trip without collapsing the generator field

Starting System:

- 12-VDC Starter
- Engine mounted Battery Charging Alternator
- Battery Cables and Rack along with Grounding Strap

Enclosure and Arrangement of Complete Assembly:

- Engine and generator close coupled mounted on vibration isolators
- Weather Protective Enclosure constructed of Marine Grade Aluminum 0.125 thickness, SS Hardware, white powder coat paint finish on both sides, sound Insulation resistant to high temperatures, fuel and oil, hinged / removable / keyed alike doors
- Residential rated interior mounted exhaust silencer kit
- Vertical radiator and exhaust discharge
- Oil & Coolant Drain Lines with Brass Ball Check Valves
- 175mph wind load rating



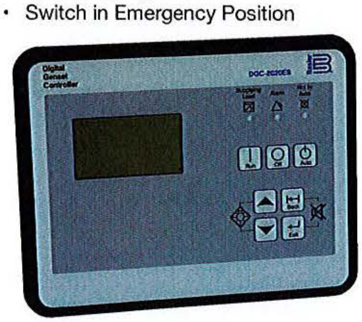
MODEL DEPICTED: TG60 UL

AUTOMATIC ENGINE CONTROLLER DGC2020:

- Automatic engine controller with analog display of all functions
- Microprocessor Based, Navigation key with large LCD display
- SAE J1939 CANBUS Communication
- Event Recording
- Transfer Switch Control (main failures)
- Alternator Protection: under/over voltage, under/over frequency
- Engine Protection: Low oil pressure, High coolant temperature,Over speed & over crank, Sender Unit failure, Fuel Failure sensor, Battery Charger Failure
- All protections are programmable as Alarms or Pre-alarms
- Metering (ample range): Volts, Current, Hz, Watts, VA, Pf, Oil Pressure, Coolant Temperature, RPM, DC Volts, Fuel Level, Engine running time
- Engine Control with Timers
- External remote start input (on or off load)
- 16 programmable contact inputs - 7 Contact outputs

SCADA interface points:

- No fuel
- Low battery charging voltage
- Engine running
- Common engine alarm
- Switch in Emergency Position



DGC-2020 DIGITAL CONTROLLER

OPTIONAL EQUIPMENT:

- Low coolant level switch
- Water separator fuel filter
- Space heater
- Generator drip covers
- 17-light remote annunciator panel

WARRANTY:

- Engine covered under the original equipment manufacturer's warranty - consult Tradewinds Power Corp for details
- Complete package supplied with 2-year limited warranty

The manufacture reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

TRADEWINDS® POWER CORP

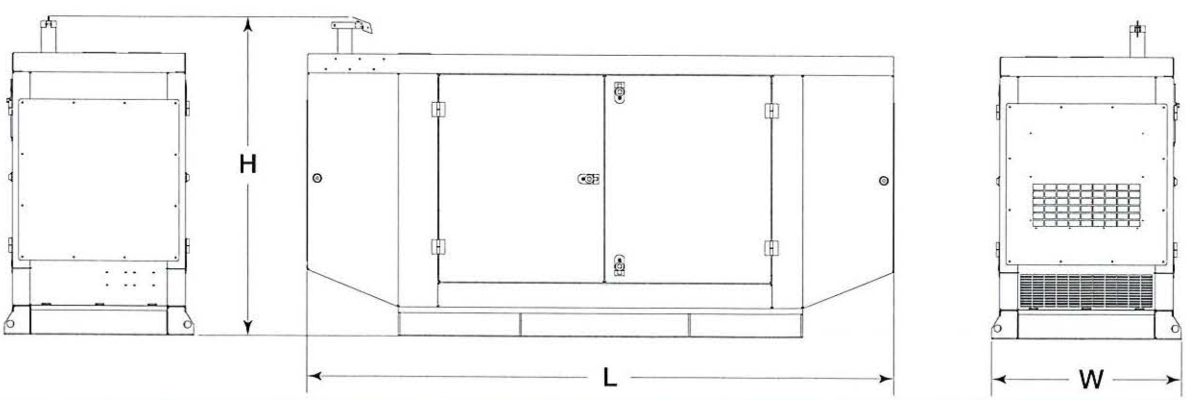
MODEL: TG60 UL

GM UL2200 GASEOUS GENERATOR SET

ENGINE SPECIFICATION:	
Manufacturer	General Motors
Model	Vortec 5.0L
Emissions	EPA Tier 3
Engine speed (rpm)	1800
Nominal Engine hp 1800rpm	LPG 88.25 (79.6) NG 83.4 (75.1)
Cylinder arrangement	Vee
Combustion system	Spark Ignition
Aspiration	Natural
Engine type	Gaseous
Gaseous Fuel	NG 1050 BTU/FT3 (LPG HD-5)
Number of Cylinders	8
Displacement in³ (liters)	350 (5.7)
Bore and Stroke inches (mm)	3.74 X 3.48 (94.9 x 88.4)
Cooling	Water-cooled
Governor	Electronic
Starting aids	NA
Compression ratio	9.4:1
Air cleaner type	Medium duty dry type
Exhaust Silencer dBA	80dBA
Fuel switch	Fuel Cut-off Valve
COOLING SYSTEM FOR OPERATING AT 120°F AMBIENT:	
Cooling System	Water-cooled
Engine Coolant Capacity gals (Liters)	8.32 (7.8)
Fan	Belt driven pusher fan
Radiator	Engine mounted
Cooling air flow - cu. ft./min. (cu. m/min.)	6000 (170)
LUBRICATING SYSTEM:	
Total lubricating capacity quarts (Liter)	5.0 (4.7)
Recommended lubricating oil grade	SAE 5W30
Oil Pressure – psi (bars)	70.0 (4.8)
Maximum Allowable Oil Temperature F (C)	250 (121)

ENGINE ELECTRICAL SYSTEM:	
Starting motor voltage	12 volt
Charger	65 A Alternator with DC output
Wet Cell Battery	Lead Acid
TERNATOR:	
Configuration	Brushless, 12-wire, 4-pole
Frequency	60 Hz
Voltage regulation	+ / - 1%, V/Hz, Electronic, EMI filtered
No load to full load voltage regulation	+/- 0.5%.
Coupling	SAE Adapter, Flexible Disc, Direct
Bearing	Single
Manufacturer	Marathon
Model	361PSL1602
Load acceptance	One Step, 100% per NFPA 110
Compliance	NEMA, IEEE & ANSI for temp. rise
Construction	Self ventilated drip-proof
FUEL CONSUMPTION: CU. FT./HOUR LPG (NG) STANDBY RATING	
100%	330 (800)
75%	240 (695)
50%	195 (500)
25%	TBA
CONTROL PANEL SPECIFICATIONS:	
Model	DGC2020
Microprocessor based	Navigation key & large LCD display
Operating power	Nominal 12-24 VDC
Consumption	14.2W run mode
Remote communication capability	Optional
ENCLOSURE AND ARRANGEMENT OF COMPLETE ASSEMBLY:	
Coupling	Close coupled to flywheel flange
Enclosure	Aluminum for weather protection
Base arrangement	Rigid steel base frame with AVMs
Spill containment	UL double wall base mounted

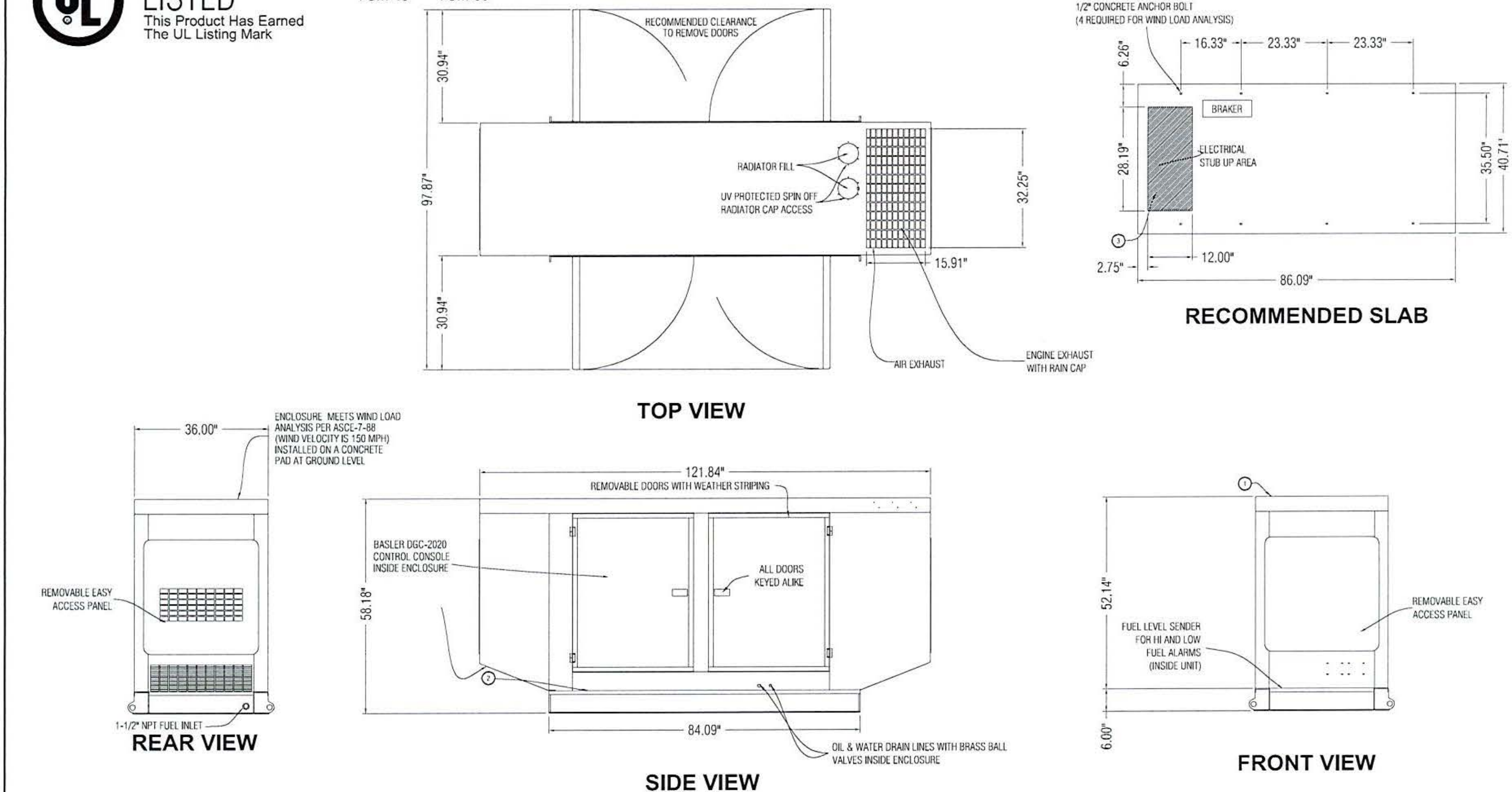
DIMENSIONS & ARRANGEMENT DRAWING UL2200 MODEL: TG60 UL



KEY DIMENSIONS AND WEIGHT				
Description	Height	Length	Width	Weight lbs (Kg)
Dimensions inches	58.19	121.88	39.44	1422.2 (646.5)

LISTED
This Product Has Earned
The UL Listing Mark

TRADEWINDS MODEL
UL 2200 LISTED PRODUCTS
TGM-45 TGM-60



REFRENCE NOTES

1. ENCLOSURE CONSTRUCTED FROM A MARINE GRADE ALUMINUM WITH A POWER COAT FINISH APPLIED. ENCLOSURE ASSEMBLED USING STAINLESS STEEL HARDWARE
2. VIBRATION ISOLATORS MOUNTED BETWEEN SUB BASE AND GENERATOR SET
3. ELECTRICAL STUB UP ARE USED FOR: GENERATOR LOAD LEADS, A/C POWER FEED FOR JACKET WATER HEATER AND BATTERY CHARGER IF PROVIDED, CONTROL WIRES FOR ATS CONTACTS IF NEEDED

Unit Weight 2010 Lbs.

TRADEWINDS POWER CORP

BATCH NO:	
WORK ORDER NO.:	
PART NO.: UL GAS "B" ENCLOSURE 880562	
REF:	
PO#	
DATE:	SHEET NO.:
FILE NO.:	CH'KED BY:
DRG. NO.:	AP'VED BY:
DRAWN BY:	REVISION:
SCALE:	

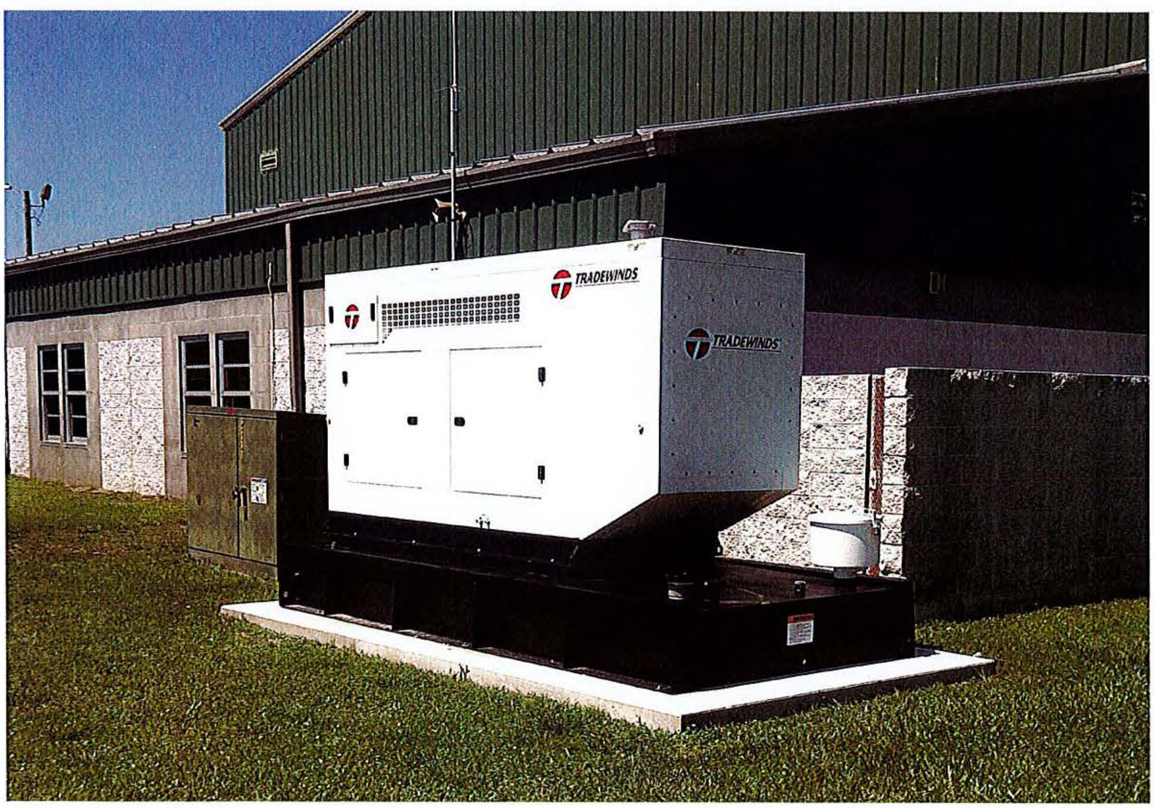
TRADEWINDS®
POWER CORP
5820 NW 84th Avenue • Miami Florida 33166
Tel 305 592 9745 • FAX 305 592 7461

Filters
Pump Sets
Power Units
Generator Sets
Automatic Engine Controls

Tradewinds Power Corp

Bid No. FSA20-EQU18.0
Specification No. #114

125KW GENERATOR PACKAGE
October 1, 2021 - Update



FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

Contract: FSA20-VEH18.0 - Heavy Trucks

Contract: FSA20-VEL28.0 - Pursuit, Administrative and Other Vehicles

Contract: FSA20-EQU18.0 – Heavy Equipment
(formerly combined with Heavy Vehicles under "VEH" contracts)

Contract Terms and Conditions

CONTRACT ORDERING INSTRUCTIONS

The Florida Sheriffs Association Cooperative Purchasing Program welcomes you to utilize the Cooperative Purchasing Program at no cost to our purchasers. However, as a user of the program, we do request you to submit copies of all purchase orders when using the FSA CPP. Send your PO copies to COOP@flsheriffs.org

This document is designed to assist you through the purchasing process as outlined in Section 3.20 Order, of the Contract Terms and Conditions. Please familiarize yourself with the Contract Terms and Conditions sections that apply to "purchasers." A link to this document is found on each contract page.

1) For a complete list of offerings, select the appropriate contract from the Cooperative Purchasing Program home page.

   FSA CPP currently has 6 competitive contracts:

   - ✓ Pursuit, Administrative and other Vehicles
   - ✓ Heavy Trucks
   - ✓ Heavy Equipment
   - ✓ Fire Rescue Vehicles and Other Equipment
   - ✓ Ambulances and Other Equipment
   - ✓ Tires

2) Under Products and Services Available, locate the product group for your purchase interest. Each group provides a drop-down list of all products by expanding the group bar by selecting the arrow to the left of the group name.

3) If options need to be added to the base product, locate the options that correspond with each awarded vendor for each product specification number. All options must be discounted, and proof of discounts can be requested from the vendor.

4) Once your product is located, contact the awarded vendor for your zone for a quote using the Vendor Directory located just under the CPP logo on each contract page. While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

5) For vehicle purchases, be sure to include your manufacturer code on your purchase order and request that the vendor use your code to enable you to track your vehicles in production. Also, please include the FSA codes on your PO. The FIN/FAN/Certification Codes for the FSA are:

Manufacturer	Code Type	FSA Code	Contact
Ford	FIN	QE065	1-800-343-5338
Fiat Chrysler Automobiles	FAN	917872	1-800-999-3533
General Motors	FAN	49313	1-800-353-3867
Nissan	Certification	FSA	FleetDistribution@Nissan-usa.com
Toyota	FIN	GE159	1-800-732-2798

6) Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, prior to when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

CONTRACT ORDERING INSTRUCTIONS

7) A purchaser issues a purchase order to the vendor, that should include:
   - Awarded vendor name and address per contract
   - The contract number and title
   - Specification number and vehicle description
   - Purchaser's federal identification number
   - Name, phone number and email address for the point of contact at the purchasing agency

8) **The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails are acceptable. Emails can be sent to coop@flsheriffs.org.**

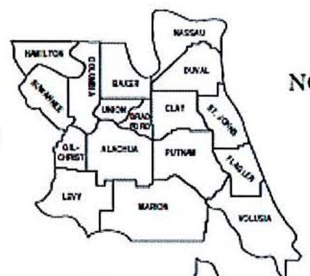
We hope you enjoy your purchasing experience with our Florida Sheriffs Association Cooperative Purchasing Program and don't forget to send us a copy of your purchase order. We are available should you have questions.

Appendix B

FSA CONTRACT ZONE MAP

WESTERN

NORTHERN



CENTRAL

SOUTHERN

WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix C

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FSA20-EQU18.0 HEAVY EQUIPMENT CONTRACT

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED. PLEASE REFER TO THE EMERGENCY VEHICLE LIGHTING AND SIRENS SECTION WITHIN THIS CONTRACT FOR DESCRIPTIONS, SPECIFICATIONS AND AWARDED VENDOR PRICING.

SPECIFICATION GROUP - GENERATOR: 125kW Generator Package

Make: AKSA Model: ULJ-125
Make: Blue Star Power Systems Model: JD125-02
Make: Caterpillar Model: D125-8
Make: Generac Model: SD130
Make: Gillette Generators Model: SPJD-1250
Make: LJP Model: ULJ125
Make: Tradewinds Model: T125

FSA Item Specifications Description:

1. GENERATOR REQUIREMENTS: Standby duty rated at 125.0 kW, 156.3 KVA, 8 power factor; 480 volts; 3 phase, 60 hertz, 1800 rpm; Directly connected to the engine flywheel housing with flex coupling; Generator shall meet performance class G3 of IEC; Unit shall be in compliance with and be UL 2200 labeled.
2. ENGINE: Water cooled diesel engine, sized for generator set; Emission compliant engine.
3. CONTROLS: Solid state, microprocessor-based generator controls; Controls shall provide all operating, monitoring and control functions for generator set.
4. ENCLOSURE/SILENCER: Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled water protective, sound attenuated enclosure; Critical grade silencer; Companion flanges; Flexible stainless-steel exhaust. FUEL TANK: Double wall sub-base tank integral to enclosure; 24-hour capacity at 100% at full load; Rupture basin with 110% capacity; Locking fuel caps; Mechanical fuel level gauge; Low fuel level alarm contact; Fuel tank rupture alarm contact; Must meet UL 142 and FDEP standards.
5. BATTERY CHARGER: Current limiting battery charger to automatically charge batteries; Charger shall be dual charge rate with automatic switching to boost rate when required; Charger shall be mounted on genset package.
6. STARTUP AND TESTING: Vendor must coordinate all startup and testing activities with the engineer and owner. After installation is completed by others and normal power is available, the vendor must perform a one (1) day startup including the use of building load; The startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer`s requirements.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FSA20-EQU18.0 HEAVY EQUIPMENT CONTRACT

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED. PLEASE REFER TO THE EMERGENCY VEHICLE LIGHTING AND SIRENS SECTION WITHIN THIS CONTRACT FOR DESCRIPTIONS, SPECIFICATIONS AND AWARDED VENDOR PRICING.

SPECIFICATION GROUP - GENERATOR: 125kW Generator Package (Continued from previous page)

7. CONDITIONS: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items: Initial filling of oil and antifreeze (fuel provided by others); Shrink wrap applied to the product to ensure a clean finish; During the startup, the technician shall record the following information and provide to the owner for his records: Record Operating Voltage, Hz, Ph, and connected load (Amperage); Package information consisting of make of generator (Cat, Wacker, or Tradewinds), model (TJ125 TP20, DP125, etc.), Serial number of complete package, and startup date; Record engine and generator serial numbers; One complete set of operation and maintenance manuals; Two (2) year or 1500-hour standard standby generator warranty; Labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.

Bid Award

Contract: FSA20-EQU18.0, Heavy Equipment

Group: GENERATOR: 125kW Generator Package

Item: 114, Tradewinds, T125, T125

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Tradewinds Power Corp.	$54,162.00	0.00%	Build	Options
Northern	Primary	Tradewinds Power Corp.	$54,162.00	0.00%	Build	Options
Central	Primary	Tradewinds Power Corp.	$54,162.00	0.00%	Build	Options
Southern	Primary	Tradewinds Power Corp.	$54,162.00	0.00%	Build	Options

TRADEWINDS® POWER CORP

FLORIDA SHERIFFS ASSOCATION BID: FSA20-EQU18.0 SPEC. NO. 114 125KW STATIONARY GENERATOR

Row	Specification Number	Code	Description	Price - All Zones
1	114	T20-UL-FS	Credit - Downgrade generator package to 20kwe, UL 2200 listed. TIER Compliant 1800rpm diesel engine; 1 or 3ph; 80amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft. 50gal UL 142 UL 142 sub-base fuel tank. Non-proprietary unit.	($25,230)
2	114	T30-UL-FS	Credit - Downgrade generator package to 30kwe, UL 2200 listed. TIER Compliant 1800rpm diesel engine; 1 or 3ph; 150amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft. 50gal UL 142 UL 142 sub-base fuel tank. Non-proprietary unit.	($21,670)
3	114	T56-UL-FS	Credit - Downgrade generator package to 56kwe, UL 2200 listed. TIER Compliant 1800rpm diesel engine; 1 or 3ph; 300amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft. 125gal UL 142 UL 142 sub-base fuel tank. Non-proprietary unit.	($13,540)
4	114	T60-UL-FS	Credit - Downgrade generator package to 60kwe, UL 2200 listed. TIER Compliant 1800rpm diesel engine; 1 or 3ph; 300amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft. 125gal UL 142 UL 142 sub-base fuel tank. Non-proprietary unit.	($10,653)
5	114	T80-UL-FS	Credit - Downgrade generator package to 80kwe, UL 2200 listed. TIER Compliant 1800rpm diesel engine; 1 or 3ph; 400amp breaker,NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft. 150gal UL 142 UL 142 sub-base fuel tank. Non-proprietary unit.	($5,709)
6	114	T100-UL-FS	Credit - Downgrade generator package to 100kwe, UL 2200 listed. TIER Compliant 1800rpm diesel engine; 1 or 3ph; 500amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft. 200gal UL 142 UL 142 sub-base fuel tank. Non-proprietary unit.	($3,558)
7	114	T150-UL-FS	Upgrade - Upgrade generator package to 150 kwe, UL 2200 listed. TIER emission compliant 1800rpm diesel engine; 400A breaker; NFPA 110 control panel; marine grade aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft. 300gal UL 142 sub-base fuel tank. Non-proprietary unit.	$13,544
8	114	T175-UL-FS	Upgrade - Upgrade generator package to 175 kwe, UL 2200 listed. TIER emission compliant 1800rpm diesel engine; 400A breaker; NFPA 110 control panel; marine grade aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft. 300gal UL 142 sub-base fuel tank. Non-proprietary unit.	$15,774
9	114	T200-UL-FS	Upgrade - Upgrade generator package to 200 kwe, UL 2200 listed. TIER emission compliant 1800rpm diesel engine; 500A breaker; NFPA 110 control panel; marine grade aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft. 300gal UL 142 sub-base fuel tank. Non-proprietary unit.	$19,602
10	114	T250-UL-FS	Upgrade - Upgrade generator package to 250 kwe, UL 2200 listed. TIER emission compliant 1800rpm diesel engine; 500A breaker; NFPA 110 control panel; marine grade aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft. 500gal UL 142 sub-base fuel tank. Non-proprietary unit.	$40,799
11	114	T300-UL-FS	Upgrade - Upgrade generator package to 300 kwe, UL 2200 listed. TIER emission compliant 1800rpm diesel engine; 600A breaker; NFPA 110 control panel; marine grade aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft. 500gal UL 142 sub-base fuel tank. Non-proprietary unit.	$66,992

TRADEWINDS® POWER CORP

FLORIDA SHERIFFS ASSOCATION BID: FSA20-EQU18.0 SPEC. NO. 114 125KW STATIONARY GENERATOR

Row	Specification Number	Code	Description	Price - All Zones
12	114	T20-TTP-UL-FS	Credit - Upgrade generator package to TOTAL PAC 20kwe , UL 2200 listed. Emission compliant 1800rpm diesel engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 150amp stainless steel service disconnects. 120gal UL 142 sub-base fuel tank. Unit non-proprietary.	($6,950)
13	114	T30-TTP-UL-FS	Credit - Upgrade generator package to TOTAL PAC 30kwe , UL 2200 listed. Emission compliant 1800rpm diesel engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 200amp stainless steel service disconnects. 120gal UL 142 sub-base fuel tank. Unit non-proprietary.	($2,896)
14	114	T56-TTP-UL-FS	Upgrade - Upgrade generator package to TOTAL PAC 56kwe, UL 2200 listed. Emission compliant 1800rpm diesel engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 200amp stainless steel service disconnects. 150gal UL 142 sub-base fuel tank. Unit non-proprietary.	$10,794
15	114	T65-TTP-UL-FS	Upgrade - Upgrade generator package to TOTAL PAC 65kwe, UL 2200 listed. with compliant 1800rpm diesel engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 250amp stainless steel service disconnects. 150gal UL 142 sub-base fuel tank. Unit non-proprietary.	$17,817
16	114	T80-TTP-UL-FS	Upgrade - Upgrade generator package to TOTAL PAC 80kwe, UL 2200 listed. Emission compliant 1800rpm diesel engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 250amp stainless steel service disconnects. 150gal UL 142 sub-base fuel tank. Unit non-proprietary.	$22,827
17	114	T100-TTP-UL-FS	Upgrade - Upgrade generator package to TOTAL PAC 100kwe, UL 2200 listed. Emission compliant 1800rpm diesel engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 400amp stainless steel service disconnects. 150gal UL 142 sub-base fuel tank. Unit non-proprietary.	$26,352
18	114	T125-TTP-UL-FS	Upgrade - Upgrade generator package to TOTAL PAC 125kwe, UL 2200 listed. Emission compliant 1800rpm diesel engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 400amp stainless steel service disconnects. 300gal UL 142 sub-base fuel tank. Unit non-proprietary.	$39,967
19	114	T150-400TTP-UL-FS	Upgrade - Upgrade generator package to TOTAL PAC 150kwe, UL 2200 listed. Emission compliant 1800rpm diesel engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure; 400amp stainless steel service disconnects. 300gal UL 142 sub-base fuel tank. Unit non-proprietary.	$41,319
20	114	T150-600TTP-UL-FS	Upgrade - Upgrade generator package to TOTAL PAC 150kwe, UL 2200 listed. Emission compliant 1800rpm diesel engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 600amp stainless steel service disconnects. 300gal UL 142 sub-base fuel tank. Unit non-proprietary.	$45,410

TRADEWINDS® POWER CORP

FLORIDA SHERIFFS ASSOCATION BID: FSA20-EQU18.0 SPEC. NO. 114 125KW STATIONARY GENERATOR

Row	Specification Number	Code	Description	Price - All Zones
21	114	T175-400TTP-UL-FS	Upgrade - Upgrade generator package to TOTAL PAC 200kwe, UL 2200 listed. Emission compliant 1800rpm diesel engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 400amp stainless steel service disconnects. 500gal UL 142 sub-base fuel tank. Unit non-proprietary.	$43,423
22	114	T175-600TTP-UL-FS	Upgrade - Upgrade generator package to TOTAL PAC 200kwe, UL 2200 listed. Emission compliant 1800rpm diesel engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 600amp stainless steel service disconnects. 500gal UL 142 sub-base fuel tank. Unit non-proprietary.	$47,388
23	114	T200-400TTP-UL-FS	Upgrade - Upgrade generator package to TOTAL PAC 200kwe, UL 2200 listed. Emission compliant 1800rpm diesel engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 400amp stainless steel service disconnects. 500gal UL 142 sub-base fuel tank. Unit non-proprietary.	$47,377
24	114	T200-600TTP-UL-FS	Upgrade - Upgrade generator package to TOTAL PAC 200kwe UL 2200 listed. Emission compliant 1800rpm engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 800amp stainless steel service disconnects. 500gal UL 142 sub-base fuel tank. Unit non-proprietary.	$51,342
25	114	T200-800TTP-UL-FS	Upgrade - Upgrade generator package to TOTAL PAC 200kwe UL 2200 listed. Emission compliant 1800rpm engine; 1 or 3ph; mainline circuit breaker; transfer switch prewired inside the marine grade aluminum enclosure and 800amp stainless steel service disconnects. 500gal UL 142 sub-base fuel tank. Unit non-proprietary.	$56,961
26	114	TG30-UL-FS	Credit - Upgrade generator package to Natural Gas or Liquid Vapor 30kwe UL 2200. Emission compliant engine, 1800RPM; 1 or 3ph; 150amp breaker; NFPA 110 control pan+D27:D32el; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 65dBA @ 21 ft; aluminum sub-base. Unit non-proprietary.	($21,125)
27	114	TG40-UL-FS	Credit - Upgrade generator package to Natural Gas or Liquid Vapor 40kwe UL 2200. Emission compliant engine, 1800RPM; 1 or 3ph; 200amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 65dBA @ 21 ft; aluminum sub-base. Unit non-proprietary.	($13,202)
28	114	TG45-UL-FS	Credit - Upgrade generator package to Natural Gas or Liquid Vapor 45kwe UL 2200. Emission compliant engine, 1800RPM; 1 or 3ph; 200amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 65dBA @ 21 ft; aluminum sub-base. Unit non-proprietary.	($11,729)
29	114	TG60-UL-FS	Credit - Upgrade generator package to Natural Gas or Liquid Vapor 60kwe UL 2200. Emission compliant engine, 1800RPM; 1 or 3ph; 300amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 65dBA @ 21 ft; aluminum sub-base. Unit non-proprietary.	($10,206)

TRADEWINDS® POWER CORP

FLORIDA SHERIFFS ASSOCATION BID: FSA20-EQU18.0 SPEC. NO. 114 125KW STATIONARY GENERATOR

Row	Specification Number	Code	Description	Price - All Zones
30	114	TG80-UL-FS	Upgrade - Upgrade generator package to Natural Gas or Liquid Vapor 80kwe UL 2200. Emission compliant engine, 1800RPM; 1 or 3ph; 300amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 65dBA @ 21 ft; aluminum sub-base. Unit non-proprietary.	$1,468
31	114	TGP100-UL-FS	Upgrade - Upgrade generator package to Natural Gas or Liquid Vapor 100kwe UL 2200. Emission compliant engine, 1800RPM; 1 or 3ph; 300amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 65dBA @ 21 ft; aluminum sub-base. Unit non-proprietary.	$6,035
32	114	TG125-UL-FS	Upgrade - Upgrade generator package to Natural Gas or Liquid Vapor 125kwe UL 2200. Emission compliant engine, 1800RPM;1 or 3ph; 300amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 65dBA @ 21 ft; aluminum sub-base. Unit non-proprietary.	$8,247
33	114	TG150-UL-FS	Upgrade - Upgrade generator package to Natural Gas or Liquid Vapor 150kwe UL 2200. Emission compliant engine, 1800RPM; 1 or 3ph; 300amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 65dBA @ 21 ft; aluminum sub-base. Unit non-proprietary.	$13,434
34	114	TG200-UL-FS	Upgrade - Upgrade generator package to Natural Gas or Liquid Vapor 200kwe UL 2200. Emission compliant engine, 1800RPM; 1 or 3ph; 300amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft; aluminum sub-base. Unit non-proprietary.	$29,154
35	114	TG300-UL-FS	Upgrade - Upgrade generator package to Natural Gas or Liquid Vapor 300kwe UL 2200. Emission compliant engine, 1800RPM; 1 or 3ph; 300amp breaker; NFPA 110 control panel; marine grade sound attenuated aluminum enclosure, stainless steel hardware, 70dBA @ 21 ft; aluminum sub-base. Unit non-proprietary.	$84,782
36	114	TJ125-TTP engine	Net Cost Adder - Change bid model (125kwe) 1800rpm engine; to TIER emission compliant John Deere 1800rpm diesel engine; with same specification and rating.	$13,229
37	114	TREG-01-FS	Net Cost Adder - Supply and install Generator digital voltage regulator upgrade for 3ph sensing with PMG.	$2,020
38	114	TGSHEAT-FS	Net Cost Adder - Space heater, 240/120V, for the AC alternator insulation moisture and condensation reduction.	$667
39	114	TVPI-FS	Net Cost Adder - Main stator winding vacuum pressure impregnation.	$2,653
40	114	TSCD-02-FS	Net Cost Adder - Engineer, supply, and install Supervisory Controls and Data Adquisition SCADA with interface NEMA box with dry contacts.	$866
41	114	TRMA-03-FS	Net Cost Adder - Engineer and supply NFPA 110 compliant generator remote annunciation panel, Flush or Surface mount type. Shipped Loose.	$920
42	114	TBGPB-04-FS	Net Cost Adder - Supply Emergency break glass push button mounted in a NEMA 3R box. Shipped Loose.	$638
43	114	T100%BRK-FS	Net Cost Adder - Upgrade 80% to 100% rated mainline circuit breaker.	$961
44	114	TAUXBRK-FS	Net Cost Adder - Mainline Circuit Breaker Auxiliary Switch and Alarm.	$690

FLORIDA SHERIFFS
ASSOCATION BID:
FSA20-EQU18.0 SPEC. NO. 114
125KW STATIONARY GENERATOR

Row	Specification Number	Code	Description	Price - All Zones
45	114	TBCHNFPA-FS	Net Cost Adder - Battery Charger, NFPA 110 regulatory compliance, Microgenious 300 series. 2 alarms. Selectable 12/10 Amp, 12/24 VDC output, 90-265 VAC, 50/60Hz, up to 93 percent of efficiency. LCD display.	$1,010
46	114	T1-Parallel-FS	Net Cost Adder - Additional equipment and labor required for paralleling any two machines (20kwe - 200Kwe) together at the factory. Perform onsite UL field certification, start-up and adjustment.	$44,900
47	114	T2-Parallel-FS	Net Cost Adder - Additional equipment and labor required for paralleling any two machines (201kwe - 600Kwe) together at the factory. Perform onsite UL field certification, start-up and adjustment.	$78,961
48	114	DELETE-A-FS	Credit - Downgrade Delete aluminum weather enclosure and sub-base fuel from 9kwe - 30kwe packages, and provide steel sub-base, loose muffler, exhaust flex connector and rain cap.	($39,839)
49	114	DELETE-B-FS	Credit - Downgrade Delete aluminum weather enclosure and sub-base fuel from 31kwe - 100kwe packages, and provide steel sub-base, loose muffler, exhaust flex connector and rain cap.	($36,746)
50	114	DELETE-C-FS	Credit - Downgrade Delete aluminum weather enclosure and sub-base fuel from 101kwe - 200kwe packages, and provide steel sub-base, loose muffler, exhaust flex connector and rain cap.	($12,793)
51	114	DELETE-E-FS	Credit - Downgrade Delete aluminum weather enclosure and sub-base fuel from 201kwe - 500kwe packages, and provide steel sub-base, loose muffler, exhaust flex connector and rain cap.	($1,003)
52	114	EX-SS-FS	Net Cost Adder - Provide credity for existing muffler system and install stainless steel exhaust which includes muffler, rain cap, piping and clamps, for 20 to 100kw units.	$7,179
59	114	IT100-150-FS	Credit - Downgrade 100-150amp, 2 or 3 pole, installation of generator set not to exceed 50 ft away. Pour pad, obtain permits, setting and automatic transfer switch and mounted up to 15 ft away from main power source and starting up complete system and adjust. Cost per amp.	($54,038)
60	114	IT151-200-FS	Credit - Downgrade 151-200amp, 2 or 3 pole, installation of generator set not to exceed 50 ft away. Pour pad, obtain permits, setting and automatic transfer switch and mounted up to 15 ft away from main power source and starting up complete system and adjust. Cost per amp.	($54,047)
61	114	IT201-400-FS	Credit - Downgrade 201-400amp, 2 or 3 pole, installation of generator set not to exceed 50 ft away. Pour pad, obtain permits, setting and automatic transfer switch and mounted up to 15 ft away from main power source and starting up complete system and adjust. Cost per amp.	($54,054)
62	114	IT401-600-FS	Credit - Downgrade 401-600amp, 2 or 3 pole, installation of generator set not to exceed 50 ft away. Pour pad, obtain permits, setting and automatic transfer switch and mounted up to 15 ft away from main power source and starting up complete system and adjust. Cost per amp.	($54,074)
63	114	IT601-800-FS	Credit - Downgrade 601-800amp, 2 or 3 pole, installation of generator set not to exceed 50 ft away. Pour pad, obtain permits, setting and automatic transfer switch and mounted up to 15 ft away from main power source and starting up complete system and adjust. Cost per amp.	($54,088)

TRADEWINDS®
POWER CORP

FLORIDA SHERIFFS
ASSOCATION BID:
FSA20-EQU18.0 SPEC. NO. 114
125KW STATIONARY GENERATOR

Row	Specification Number	Code	Description	Price - All Zones
64	114	IT801-1200-FS	Credit - Downgrade 801-1200amp, 2 or 3 pole, installation of generator set not to exceed 50 ft away. Pour pad, obtain permits, setting and automatic transfer switch and mounted up to 15 ft away from main power source and starting up complete system and adjust. Cost per amp.	($54,061)
65	114	IT1201-4000-FS	Credit - Downgrade 1201-4000amp, 2 or 3 pole, installation of generator set not to exceed 50 ft away. Pour pad, obtain permits, setting and automatic transfer switch and mounted up to 15 ft away from main power source and starting up complete system and adjust. Cost per amp.	($54,047)
66	114	T-150tank-FS	Net Cost Adder - Upgrade existing UL 142 sub-base fuel tank to 150gal UL 142lons with FDEP package and exterior corrosion resistant paint applied.	$5,624
67	114	T-200tank-FS	Net Cost Adder - Upgrade existing UL 142 sub-base fuel tank to 200gal UL 142lons with FDEP package and exterior corrosion resistant paint applied.	$7,274
68	114	T-300tank-FS	Net Cost Adder - Upgrade existing UL 142 sub-base fuel tank to 300gal UL 142lons with FDEP package and exterior corrosion resistant paint applied.	$10,375
69	114	T-500tank-FS	Net Cost Adder - Upgrade existing UL 142 sub-base fuel tank to 500gal UL 142lons with FDEP package and exterior corrosion resistant paint applied.	$15,476
70	114	T-DTNK50-FS	Net Cost Adder - 50 gal day tank, 1/3 hp motor, 115V, 1Ph, 60Hz, high/low alarm and remote signal, solenoid valve; high fuel level shutdown; leak detector; check valve; control panel, UL listed, NEMA 3R.	$9,243
71	114	T-DTNK100-FS	Net Cost Adder - 100 gal day tank, 1/3 hp motor, 115V, 1Ph, 60Hz, high/low alarm and remote signal, solenoid valve; high fuel level shutdown; leak detector; check valve; control panel, UL listed, NEMA 3R.	$10,269
72	114	TT-8000-UL-FS	Net Cost Adder - 8000gal UL 142, steel sub-base fuel tank to accept one or two generators with necessary railings, steps, electrical stub-ups, and FDEP fill port.	$90,284
73	114	500TANK-UL-FS	Net Cost Adder - 500gal UL 142, above ground steel storage sub-base fuel tank with required fittings, delivery included. Off-loading by others.	$17,883
74	114	1000TANK-UL-FS	Net Cost Adder - 1000gal UL 142, above ground steel storage sub-base fuel tank. FDEP compliant with required fittings, delivery included. Off-loading by others.	$31,334
75	114	TC-8000-UL-FS	Net Cost Adder - 8000gal UL 2085, above ground concrete sub-base fuel tank with all necessary fittings, ground level fill point, and alarms. Delivery and off loading by others.	$143,840
76	114	TPOL-FS	Net Cost Adder - Supply loose portable diesel fuel polishing system.	$9,759
77	114	TPOL1-FS	Net Cost Adder - Diesel fuel polishing system, installed.	$10,780
78	114	TMAIN-1-FS	Net Cost Adder - One (1) maintenance trip for 20kw - 200kwe packages to change oil, oil filter, and fuel filters. Inspect/check operation.	$1,346
79	114	TMAIN-2-FS	Net Cost Adder - One (1) maintenance trip for 201kw - 300kwe packages to change oil, oil filter, and fuel filters. Inspect/check operation.	$1,654
80	114	5yr - FS	Net Cost Adder - Add 5 year, 5000 hour standby power extended warranty to include 1800rpm engine; alternator, breaker, control panel, Enclosure. Sub-base fuel tank excluded. Price is 5% of total purchase price.	5%
81	114	T-CCP-FS	Net Cost Adder - Payment made by Credit Card. Price is 4% of total purchase.	4%

CITY OF
MOUNT
DORA

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

DATE: **April 19, 2022**

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

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

SUBJECT: Request Approval of Meeting Minutes
- April 5, 2022 Regular City Council 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. April 5, 2022 Regular City Council Minutes DRAFT

Prepared by: Jessica Burnham, City Clerk
Reviewed by: Jeanann Hand, Deputy City Clerk Final Approval - 4/12/2022

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES

April 5, 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 P.M. in the Mount Dora Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

Vice-Mayor Crail 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. Donation of Emma Sears Marsh Paintings by GFWC Mount Dora Woman's Club

   Cathy Lundy, Library Services Manager, provided the council with a presentation in regards to paintings by Emma Sears Marsh which have been donated by the GFWC.

2. Earth Day Proclamation 2022

   Mayor Stile read the Earth Day Proclamation into the record.

3. Mount Dora Friends of the Environment

   Andrea Burr-Yatsuk, introduced the volunteers of the Mount Dora Friends of the Environment and spoke about the organization.

PUBLIC COMMENTS

Mayor Stile opened public comments

Janet Gamache,1004 North Rossiter Street, Provided the council with an update in regards to the Mount Dora Center of the Arts, Mayor Stile closed public comments

APPROVAL OF AGENDA

Councilmember Bryant asked for his board appointment to be removed and stated he would like to have it brought back at the next meeting.

COUNCILMEMBER BRYANT MOTION TO APPROVE THE AGENDA WITH THE STATED CHANGE; COUNCILMEMBER CATLADO SECONDED THE MOTION. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

BOARD APPOINTMENTS

1. Advisory Board Appointments

   Vice-Mayor Crail nominated Kathy Benjamin to the Historic Preservation Board.

   COUNCILMEMBER ROLFSON MOTION TO APPOINT KATHY BENJAMIN TO THE HISTROIC PRESERVATION BOARD; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION WAS APPRVOED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request approval of Task Authorization with Halff for Utility Engineering for the Eudora Roundabout

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.

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

4. 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

5. Request to approve Resolution No. 2022-23, Information Technology Policy Manual Revisions

MOITON BY COUCNILMEMBER GUENTHER TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER CATALDO SECONDED. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Report and Recommendation from the Building Height Advisory Committee and Council direction related to the Report and Recommendations

Lynn Tipton, Chairperson of the Building Height Committee, spoke on the recommendations provided by the building height committee.

Thomas Pauls, Building Height Advisory Committee Member, provided the council with an overview of the summary and proposed code changes as part of the building height advisory committee's recommendation.

Discussion ensued on the building height impact district, the recommendations, summary of the proposal, variance process, and if placing the building height limit in the charter is appropriate.

The council expressed their views on placing the building height issue in the charter.

It was agreed the ballot would need to be clear to ensure individuals know what they are voting on.

Mayor Stile opened public comment

Frank Kirwin, 110 East 5th Avenue, stated the council needs to address the issues at hand and it needs to be placed on the ballot.

Jay Smith, 1046 McDonald Street, provided thanks to the committee and the petitioner group. Mr. Smith spoke on behalf of the grassroots group and stated the goal is to maintain the 35 feet height limit and it should be placed on the ballot so it can be voted on.

Josh Hemingway, 1177 East 5th Ave, provided thanks to the building height advisory committee. Mr. Hemingway mentioned that he believes the petition is valid and is not a development order.

Laurie Tillett, 101 North Grandview Unit 106, stated she believes the recommendation is a very reasoned and logical one and mentioned it should be placed on the ballot.

Joseph Lewis, 148 Charles Ave, inquired about what the magic is with the number 35 feet and mentioned that a survey should be conducted for the business owners to be able to provide their input.

Melissa Delmarco, 2121 Suzanne drive, spoke about the Envision Mount Dora group and how it was important that the waterfront be connected to the town. Ms. Delmarco stated that limiting the waterfront to twenty-five feet closes off the opportunity to extend the downtown.

John Tucker, 1826 Overlook Drive, mentioned he does not believe the issue belongs in the charter and does not understand the rush to place it on the ballot in November.

Suzanne Scheck, 308 North Tremain Street, spoke about the petition and stated the citizens should be able to vote on the issue.

Daniel Blodgett, 249 Highland Street, stated he owns property that this would affect and he would like to have developed but would not be able to if this passes.

Mayor Stile closed public comment

COUNCILMEMBER BRYANT MOTION TO HAVE CITY STAFF AND THE CITY ATTORNEY TO DRAFT AN ORDINANCE TO AMEND THE CITY CHARTER TO REFLECT THE RECOMMENDATIONS OF THE BUILDING HEIGHT COMMITEE WHICH WOULD BE PLACED ON THE NOVEMBER 2022 BALLOT AND DRAFT AN ORDINANCE TO AMEND THE CITY'S LAND DEVELOPMENT CODE TO ADD A SPECIAL VARIANCE PROVISON SPECIFICALLY DESIGNED FOR BUILDING HEIGHTS IN THE IMPACT AREA;COUNCILMEMBER CATALDO SECONDED THE MOTION.

Discussion ensued on the motion and the possibility of conducting a survey in the building height impact district.

Councilmember Bryant amended the motion to include the survey. Councilmember Cataldo agreed to the amended motion.

COUNCILMEMBER BRYANT MOTION TO HAVE CITY STAFF AND THE CITY ATTORNEY DRAFT AN ORDINANCE TO AMEND THE CITY CHARTER TO REFLECT THE RECOMMENDATIONS OF THE BUILDING HEIGHT COMMITEE WHICH WOULD BE PLACED ON THE NOVEMBER 2022 BALLOT AND DRAFT AN ORDINANCE TO AMEND THE CITY'S LAND DEVELOPMENT CODE TO ADD A SPECIAL VARIANCE PROVISON SPECIFICALLY DESIGNED FOR BUILDING HEIGHTS IN THE IMPACT AREA AND HAVE THE CITY MANAGER WORK WITH THE CHAIRPERSON OF THE BUILDING HEIGHTS COMMITTEE TO DEVELOP BUILDING HEIGHT RELATED SURVEY QUESTIONS TO SUBMIT TO MERCHANTS, BUSINESS OWNERS, AND PROPERTY OWNERS IN THE IMPACT AREA;COUNCILMEMBER CATALDO SECONDED THE MOTION.

YES Councilmember Bryant
Councilmember Cataldo
Councilmember Rolfson
Councilmember Walker
Vice-Mayor Crail
Mayor Stile

NO Councilmember Guenther

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.

Mayor Stile called the meeting to recess at 8:00 P.M.

Mayor Stile called the meeting back to order at 8:10 P.M.

Adam Sumner, Deputy Planning and Zoning Director and CRA Manger, requested to postpone this item until the next meeting due to new comments that had been submitted.

Thu Pham, Akerman Law Firm, stated their client is against postponing this item as the matter that is before council is just to consider the approval of a utility agreement.

Discussion ensued on the Joint Planning Agreement, Exhibit B of the agreement, and if Vince Sanderfeld, Planning and Zoning Director, would approve this item, moving forward with new comments that were submitted.

Mr.Sumner mentioned he had just received word from Mr. Sanderfeld that he was in favor of the item moving forward.
Tina Lee, Ashton Orlando Residential LLC, stated she would appreciate it if this agreement moved forward.

Mayor Stile mentioned that the adjacent property owner reached out to her in an effort to propose swapping their portion of land with Ashton Orlando Residential's portion of land. To which, Ms. Leigh stated the adjacent property owner knows how to reach them.

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE UTILITY SERVICE AGREEMENT AND ANNEXATION COVENANT FOR CSD GROVES BETWEEN THE CITY OF MOUNT DORA, CSD GROVES AND ASHTON ORLANDO RESIDENTIAL, L.L.C.; COUNCILMEMBER BRYANT SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES	Vice-Mayor Crail Councilmember Bryant Councilmember Cataldo Councilmember Rolfson Councilmember Guenther Councilmember Walker Mayor Stile
NO	None

PUBLIC HEARINGS - RESOLUTION/ORDINANCES

CITY MANAGER

1. City Manager's Report

   Patrick Comiskey, City Manger, asked Toni Deland, Customer Services Manger to speak about the thirty dollar late fee on utility bills for customers.

   Ms. Deland spoke about the process in regards to the late fee and mentioned that since the late fee has been in effect, it has dropped customers being delinquent by more then half.

   Discussion ensued on utility billing in the city.

   Steve Langley, Electric Utility Director, spoke about how the city must increase the power cost charge, primarily due to higher than expected fuel costs.

2. Approve Designation of Acting City Manager for Future Leave

   City Manager Comiskey stated he would like the council to approve designating Sharon Kraynik, Human Resources Director, as acting city manager for any of his future leave.

   MOTION BY COUNCILMEMBER ROLFSON TO APPROVE DESIGNATION OF SHARON KRAYNIK AS ACTING CITY MANAGER FOR FUTURE LEAVE; COUNCILMEMBER GUENTHER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

CITY ATTORNEY'S REPORT

City Attorney Sutphen mentioned there has been a cause of action filed against Councilmember Rolfson and herself and the city would be covering the costs for Councilmember Rolfson's defense and her firm would be covering the costs for herself.

COMMUNICATIONS AND REPORTS

1. Council Member Cal Rolfson

   Councilmember Rolfson spoke on Senate bill 620 and mentioned it may increase from a budget stand point.

2. Council Member Nate Walker

Councilmember Walker spoke about the raising of the walls for fire station thirtyfive and provided thanks to the Public Works Department.

3. Council Member Doug Bryant

Councilmember Bryant spoke about the sunflowers in the downtown area.

4. Council Member John Cataldo

Councilmember Catlado inquired about an email that was sent out by the City Manager in regards to the urban committee and when he would like to have comments back.

5. Council Member Austin Guenther

Councilmember Guenther gave thanks to the staff involved with the new format of streaming the meetings live.

6. Vice-Mayor Marc Crail

No report

7. Mayor Crissy Stile

Mayor Stile spoke about the event Sleep in heavenly peace.

Mayor Stile also spoke on Sentate bill 620 and asked the council if they would support her signing and sending a letter to the Governor to oppose the bill.

COUNCILMEMBER ROLFSON MOTION TO GIVE THE MAYOR THE AUTHORITY TO SIGN THE LETTER ON BEHALF OF THE CITY COUNCIL OF MOUNT DORA TO THE GOVERNOR TO VETO SENTAE BILL 620; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

Mayor Stile also asked for a consensus of council to have the City Attorney bring back a resolution for these kinds of items. The council provided consensus.

FUTURE MEETING DATES

1. April 19, 2022, 6:00 PM, Regular Session

2. May 3, 2022, 6:00 PM, Regular Session

3. May 17, 2022, 6:00 PM, Regular Session

4. June 7, 2022, 6:00 PM, Regular Session

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 9:15 p.m.

DRAFT

____
CRISSY STILE, MAYOR
City of Mount Dora

____
JESSICA BURNHAM
City Clerk

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

DATE: April 19, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Resolution No. 2022-22, Pertaining to the Naming of the Auditorium at the Community Building

Introduction:

This is a request for City Council to approve Resolution No. 2022-22, Pertaining to the Naming of the Auditorium at the Community Building.

Discussion:

The Mount Dora Community Building was constructed in 1929 to serve as the primary public performance venue for the City. A 2009 renovation, providing enhanced seating and structural improvements while still preserving the theater's distinct character, heightened the facility's appeal to both patrons and performers. Most recently, the theater in the Community Building has enjoyed a steady increase in professional production activity. Shows in the theater have risen in quantity and quality as the theater's cultural esteem grows, along with the City's identity as a community rich in the arts.

For purposes of marketing and promotion, staff is now requesting the stage/theater area of the Community Building be named the "Mount Dora Music Hall," a name chosen based on the combination of feedback from show sponsors and community members. In order to sell tickets, show sponsors need to be able to market a venue with a name that creates interest and excitement for their upcoming productions. The name "Community Building" implies a small community center primarily used for wedding receptions and birthday celebrations, rather than evoking anticipation for an evening of quality entertainment. Community members desire a name that is aligned with the City's quaint and charming character, while remaining true to the Community Building history. Staff feels the name "Mount Dora Music Hall" fits this description.

Budget Impact:

There is no budget impact for this item.

Strategic Impact:

Goal 1: Economic Development - Approval of the resolution will highlight the identity of the Community Building as a premium performance venue and bring attention to the City as a place rich in arts and culture, thereby promoting tourism and enhancing Mount Dora as a destination, as mentioned in Objective 1.4 of the City's Strategic Plan.

Recommendation City Council approve Resolution No. 2022-22, authorizing the naming of the auditorium at the Community Building the "Mount Dora Music Hall."

Attachment(s):

1. Resolution 2022-22 Auditorium Naming.Music Hall SGS

Prepared by:	Jeanann Hand, Deputy City Clerk	
Reviewed by:	carsonc carsonc, Special Events Coordinator	Approved - 3/25/2022
	Amy Jewell, Leisure Services Director	Approved - 4/5/2022
	Sherry Sutphen , City Attorney	Approved - 4/11/2022
	Jessica Burnham, City Clerk	Approved - 4/12/2022
	Patrick Comiskey, City Manager	Final Approval - 4/13/2022

RESOLUTION 2022-22

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE NAMING OF THE AUDITORIUM AT THE COMMUNITY BUILDING; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR NAMING OF THE AUDITORIUM AT THE COMMUNITY BUILDING; 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 Community Building in the City of Mount Dora was first opened in 1929 with 800 seats, which was more than sufficient to provide one seat for every Mount Dora resident; and

WHEREAS, the Community Building has since served as the City's primary performance venue; and

WHEREAS, restoration of the Community Building in 2009, allowed for seating enhancements and structural improvements, while preserving the distinct style of the building; and

WHEREAS, this restoration encouraged a variety of artists and performers to be showcased on the stage at the Community Building; and

WHEREAS, in recent years, the unique character of the theater has attracted an increasing number of musical performances for audiences to enjoy; and

WHEREAS, members of the community and organizations such as the Mount Dora Community Building Foundation, the Mount Dora Library Association, the Mount Dora Community Trust, and the Patrons of Community Building have assisted in cultivating the Community Building and its auditorium; and

WHEREAS, these community supporters have encouraged the naming of the auditorium at the Community Building in an effort to foster marketability and excitement for the performing arts in the City of Mount Dora, to help increase awareness of the City of Mount Dora as a cultural destination and to draw quality performing artists to the City; and

WHEREAS, the City has determined that it is in the best interest of its citizens and consistent with the City's Facility Naming Policy to identify the auditorium at the Community Building so as to more descriptively portray its function as a vibrant setting for the City's flourishing performing arts scene.

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. Naming of the Auditorium at the Community Building. The City of Mount Dora hereby designates and names the auditorium at the Community Building:

MOUNT DORA MUSIC HALL

to be referred to hereafter as:

MOUNT DORA MUSIC HALL at the COMMUNITY BUILDING

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 naming of the auditorium at the Community Building, as well as any 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.

Signatures on Following Page

PASSED AND ADOPTED this ___ day of April 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 legal sufficiency.

____
Sherry G. Sutphen
City Attorney

CITY OF MOUNT DORA

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

DATE: **April 19, 2022**

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

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

SUBJECT: Consider Request for Reduction of Imposed Fines – 1209 Jackson Street

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Introduction:

This is a request initiated by HD Home, LLC, for City Council to consider a reduction of code enforcement fines on the property located at 1209 Jackson Street.

Discussion:

Section 2-271, City of Mount Dora Code of Ordinances, provides City Council with the authority to consider reductions in code enforcement fines. The present matter before City Council is a request to consider a reduction or waiver of a lien attached to the property located at 1209 Jackson Street ("Property") and owned by HD Home, LLC arising from a 2006 code enforcement action.

On May 31, 2018, HD Home, LLC acquired the Property by quit claim deed from BH-18 Properties, LLC. A copy of the quit claim deed is attached as **Attachment 1**. Most recently, on December 21, 2021, HD Home, LLC, by and through its manager Rich Johnson, petitioned City Council for reduction of a code enforcement lien arising from code violations that occurred during its ownership of the Property. Upon hearing Mr. Johnson's testimony, City Council granted a conditional lien reduction, reducing the lien from $24,300 to $5,000 if paid by 5:00 p.m. on January 21, 2022. The Order Granting Conditional Lien Reduction is attached as **Attachment 2**. The reduced fine amount of $5,000 was subsequently paid on January 19, 2022, and the City fully released the subject lien on February 4, 2022. The Release of Lien is attached as **Attachment 3**.

Mr. Johnson then proceeded with development of the property to construct a single family home. A title search was conducted which revealed a lien on the Property in the amount of $27,800 arising from a code enforcement action in 2006, and recorded in Book 3597, Page 1643 of the Official Records of Lake County, Florida. Copies of the recorded orders related to the 2006 code enforcement action are attached as **Composite Attachment 4**.

Mr. Johnson filed his request with the City Manager for placement on the April 19, 2022 agenda, noting that he had already mobilized to begin construction and is unable to move forward with any further work on the property until the lien issue is resolved. Mr. Johnson's request is attached as **Attachment 5**.

When considering a request for a reduction of fines, Section 2-271(b), City of Mount Dora Code of Ordinances, states:

The city council shall consider the following:

(1) The gravity of the violations;
(2) Any actions taken by the violator to correct the violations;
(3) Any previous violations committed by the violator; and
(4) Any other mitigating circumstances which may warrant considerations.

Mr. Johnson has requested a waiver of the lien as he has made a good faith effort to resolve the prior lien and move forward with redevelopment of the property. Further, the pre-existing lien has created additional financial burdens related to postponement of construction.

Budget Impact:

No budget impact.

Strategic Impact:

No Strategic Impact as related to the goals defined by City Council.

Recommendation

City Council review the documentation and determine an appropriate reduction or waiver of the 2006 lien on the property at 1209 Jackson Street.

Attachment(s):

1. Attachment 1 - Quit Claim Deed dated 5-31-2018
2. Attachment 2 - Order Granting Conditional Lien Reduction
3. Attachment 3 - Release of Lien
4. Attachment 4 - Composite of Orders Related to Complaint No. 2006-CE-189
5. Attachment 5 - HD Home, LLC request for waiver of imposed fines

Prepared by:	Merry Lovern , Executive Assistant	
Reviewed by:	Sherry Sutphen , City Attorney	Approved - 4/14/2022
	Jessica Burnham, City Clerk	Approved - 4/14/2022
	Jeanann Hand, Deputy City Clerk	Approved - 4/14/2022
	Patrick Comiskey, City Manager	Final Approval - 4/14/2022

INSTRUMENT#: 2018141041 OR BK 5207 PG 1564 PAGES: 2 12/6/2018 1:49:03 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $18.50 DEED DOC:$0.70

ATTACHMENT #1

HD HOME LLC
2500E HALLANDALE BEACH BLVD
STE PH-1
HALLANDALE FL 33009

RETURN

Prepared by ~~and return to:~~
Rosemarie Bacallao, Esq.
Fromberg, Perlow & Kornik, P.A.
20295 NE 29th Place, Suite 200
Aventura, FL 33180

File Number:

[Space Above This Line For Recording Data]

Reference #:
Account:

Quit Claim Deed

This Quit Claim Deed made this 31 **day of May, 2018** between **BH-18 PROPERTIES, LLC, a Florida limited *liability* company,** whose post office address is: **5911 SW 39 Avenue, Ft. Lauderdale, FL 33312**, grantor, and **HD Home, LLC, a Florida limited liability company, whose address is FL 33312, grantee**:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Lake County, **Florida** to-wit:

See Exhibit "A" attached hereto

THIS QUIT CLAIM DEED IS BEING RECORDED WITHOUT PRIOR SEARCH AND EXAMINATION OF TITLE PURSUANT TO THE INSTRUCTION OF THE GRANTOR AND GRANTEE HEREIN.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

Return this Instrument to:
City of Mount Dora, Office of City Manager
510 North Baker Street
Mount Dora, Florida 32757
Tax Parcel Identification Number: 29-19-27-0050-103-00009
Alt. Key Number: 1797136

INSTRUMENT #2021176944
OR BK 5862 PG 2222 - 2222 (1 PGS)
DATE: 12/22/2021 2:40:54 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES $10.00

ATTACHMENT #2

IN AND FOR THE CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA

CITY OF MOUNT DORA,

Petitioner,

CASE NO: 2020-0377

v.

HD HOME, LLC,

Respondent.
______________________________/

HD HOME, LLC
C/O HD RANGE HOMESTEAD, LLC, REGISTERED AGENT
2500 E. HALLANDALE BLVD., PH1
HALLANDALE, FL 33009

ORDER GRANTING CONDITIONAL LIEN REDUCTION

THIS CAUSE came before the Mount Dora City Council on the 21st day of December, 2021, upon petition of Respondent pursuant to Section 2-271, City of Mount Dora Code of Ordinances. Said City Council having heard testimony, accepted evidence and being otherwise fully advised in the premises hereof, hereby grants a reduction in the City's code enforcement lien, recorded at Lake County Official Records Book 5829, Page 316, to a total of $5,000.00 (Five Thousand Dollars), if paid by 5:00 p.m. on January 21, 2022, to the City of Mount Dora, Attn: Code Enforcement Liens, 510 N. Baker Street, Mount Dora, FL 32757. If the reduced lien amount is not paid within the time frame set forth herein, the lien amount shall revert back to the total of $21,019.00 (Twenty-one Thousand Nineteen Dollars).

DONE AND ORDERED this 21st day of December, 2021.

CITY OF MOUNT DORA, FLORIDA

By: ______________________________
CRISSY STILE
Mayor

ATTEST:
____
Nicole Wisniewski
Deputy City Clerk

Copies To:

Code Enforcement Department
Respondent Received Copy ____
Respondent Mailed Copy ✓

INSTRUMENT#: 2022020080 OR BK 5895 PG 754 PAGES: 1 2/11/2022 10:07:18 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $10.00

ATTACHMENT #3

Return this Instrument to:
City of Mount Dora, Office of City Manager
510 N. Baker Street
Mount Dora, Florida 32757
Tax Parcel Identification Number: 29-19-27-0050-103-00009
Alt. Key Number: 1797136

IN AND FOR THE CITY OF MOUNT DORA,
LAKE COUNTY, FLORIDA

CITY OF MOUNT DORA, **CASE NO.: 2020-0377**

Petitioner,

v.

HD HOME, LLC,

Respondent.

_______________________________/

RELEASE OF LIEN

KNOWN ALL MEN BY THESE PRESENTS that the City of Mount Dora, 510 N. Baker Street, Mount Dora, Florida 32757, the holder of a certain Code Compliance Lien stemming from that Order Ratifying Non-Compliance and Finding of Fact/Conclusion of Law/Order Imposing Fine recorded on July 2, 2021, in Official Records Book 5743, Page 430, and Order Granting Conditional Lien Reduction recorded on December 22, 2021, in Official Records Book 5862, Page 2222, of the public records of Lake County, Florida, does hereby **fully release** the following described property and the Respondent in the above styled cause.

Property Address: **1209 Jackson Street, Mount Dora, Florida 32757**
Tax Parcel ID: **29-19-27-0050-103-00009**

IN WITNESS WHEREOF, City of Mount Dora, by its City Manager, has duly executed the foregoing instrument on the 4th day of February, 2022.

CITY OF MOUNT DORA, Florida

Patrick C. Comiskey
Patrick C. Comiskey, City Manager

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Patrick C. Comiskey, who personally swore or affirmed that he is authorized to execute this Affidavit, and who is personally known to me or who produced ________________________ as identification, this 4th day of February, 2022.

MERRY LOVERN
MY COMMISSION # HH 109887
EXPIRES: April 18, 2025
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida

BEFORE THE CODE ENFORCEMENT MAGISTRATE
OF THE CITY OF MOUNT DORA, FLORIDA

CFN 2006177008
Bk 03317 Pgs 1591 - 1592; (2pgs)
DATE: 12/04/2006 11:16:52 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50

CITY OF MOUNT DORA, FLORIDA, a municipal corporation, Plaintiff, vs. ANTHONY WOULLARD, Defendant.	COMPLAINT NO.: 2006-CE-189

ORDER

This cause was heard on the 11th day of July, 2006 upon the plaintiff's notice of violation and notice of hearing, and the magistrate having heard testimony and argument thereon, and being otherwise duly advised in the premises, finds

1. The property which is th subject of this cause is legally described as:

THE EAST 65 FEET OF THE SOUTH 165 FEET OF THE WEST 165 FEET OF BLOCK 103, TOWN OF MOUNT DORA, AS RECORDED IN PLAT BOOK 3, PAGES 37-43, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

and is located at 1209 Jackson Avenue, Mount Dora, Florida.

2. The property was inspected by a code enforcement officer on April 6, 2006.

3. At the time of that inspection the code enforcement officer found the property to have upon it a damaged, decayed and unsafe structure.

4. A notice of violation advising Anthony Woullard of the alleged violation was mailed to him via certified mail, return receipt requested, on April 21, 2006. This notice was received on April 22, 2006.

5. The notice of violation gave Mr. Woullard until May 22, 2006 to correct the violation.

6. The property was reinspected on June 6, 2006 and found to be in the same condition as on April 6, 2006.

7. A notice of hearing was issued to Anthony Woullard via certified mail, return receipt requested on June 21, 2006, which notice was received by Mr. Woullard on June 22, 2006.

8. Section 22.290 of the City of Mount Dora Code of Ordinances prohibits damaged, decayed and unsafe structures.

BASED ON THE FOREGOING, IT IS ADJUDGED that:

A. The defendant is in violation of Section 22.290 of the City of Mount Dora Code of Ordinances.

B. The defendant must demolish or repair the structure which is causing the violation of Section 22.290 on the property described in paragraph 1.

C. A fine of $ 100 per day shall be assessed for each day beyond August 21, 2006, that the violation of Section 22.290 continues due to the structure on the property described in paragraph 1.

ORDERED at Mount Dora, Lake County, Florida on July 11, 2006.

Scott Gerken
Code Enforcement Magistrate

Copies to: Drew Smith

CITY OF MOUNT DORA
PO BOX 176
510 N BAKER STREET
MOUNT DORA, FL 32726

CFN 2007091215
Bk 03465 Pgs 2470 - 2471; (2pgs)
DATE: 07/06/2007 12:33:41 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50

BEFORE THE CODE ENFORCEMENT MAGISTRATE
OF THE CITY OF MOUNT DORA, FLORIDA

CITY OF MOUNT DORA,
FLORIDA, a municipal corporation,

Petitioner,

vs. COMPLAINT NO.: 2006-CE-189

ANTHONY WOULLARD,

Respondent.
_______________________________________/

ORDER IMPOSING FINE AND CREATING LIEN

This cause was heard on the 24th day of May, 2007 before the undersigned magistrate after due notice to Respondent and public hearing, and the undersigned, having heard testimony and argument thereon, and being otherwise duly advised in the premises, makes the following FINDINGS OF FACT:

1. The property which is the subject of this cause is legally described as:

THE EAST 65 FEET OF THE SOUTH 165 FEET OF THE WEST 165 FEET OF BLOCK 103, TOWN OF MOUNT DORA, AS RECORDED IN PLAT BOOK 3, PAGES 37-43, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

and is located at 1209 Jackson Avenue, Mount Dora, Florida.

2. On July 11, 2006, an Order was entered finding the Respondent in violation of the City of Mount Dora Code of Ordinances, requiring Respondent to correct the code violation by August 21, 2006 and ordering the assessment of a $100.00 per day fine for each day beyond August 21, 2006 the violation continued.

3. The violation has not been cured

4. As of May 24, 2007 the fines have accrued to $27,800.00

BASED ON THE FOREGOING IT IS ORDERED AND ADJUDGED that:

5. The accrued fine of $27,800.00 is hereby imposed and shall constitute a lien against the property of the Respondent.

ORDERED at Mount Dora, Lake County, Florida on ~~June~~ July 2, 2007.

Scott Gerken
Code Enforcement Magistrate

Copy to: Anthony Woullard

CITY OF MOUNT DORA
PO BOX 176
510 N BAKER STREET
MOUNT DORA, FL 32726

CFN 2007091215
Bk 03465 Pgs 2470 - 2471; (2pgs)
DATE: 07/06/2007 12:33:41 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50

CFN 2008032562
Bk 03597 Pgs 1643 - 1644; (2pgs)
DATE: 03/17/2008 02:32:44 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50

BEFORE THE CODE ENFORCEMENT MAGISTRATE
OF THE CITY OF MOUNT DORA, FLORIDA

CITY OF MOUNT DORA,
FLORIDA, a municipal corporation,

Petitioner,

vs.

COMPLAINT NO.: 2006-CE-189

ANTHONY WOULLARD,

Respondent.

______________________________/

ORDER IMPOSING FINE AND CREATING LIEN

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THE EAST 65 FEET OF THE SOUTH 165 FEET OF THE WEST 165 FEET OF BLOCK 103, TOWN OF MOUNT DORA, AS RECORDED IN PLAT BOOK 3, PAGES 37-43, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

and is located at 1209 Jackson Avenue, Mount Dora, Florida.

2. On July 11, 2006, an Order was entered finding the Respondent in violation of the City of Mount Dora Code of Ordinances, requiring Respondent to correct the code violation by August 21, 2006 and ordering the assessment of a $100.00 per day fine for each day beyond August 21, 2006 the violation continued.

3. The violation has not been cured

4. As of May 24, 2007 the fines have accrued to $27,800.00

BASED ON THE FOREGOING IT IS ORDERED AND ADJUDGED that:

5. The accrued fine of $27,800.00 is hereby imposed and shall constitute a lien against the property of the Respondent.

ORDERED at Mount Dora, Lake County, Florida on ~~June~~ July 2, 2007.

Scott Gerken
Code Enforcement Magistrate

Copy to: Anthony Woullard

ATTACHMENT #5

From: Rich Johnson <Rich@hdhomefla.com>
Sent: Tuesday, April 12, 2022 2:34 PM
To: Lovern, Merry; Comiskey, Patrick
Subject: Re: City Council Contacts

Follow Up Flag: Follow up
Flag Status: Flagged

Mr Comiskey ,

This is a request to be added to the April agenda with regards to an additional 2206 lien which popped up on our project at 1209 Jackson Street.

The purpose is to request a waiver of the fees as we have already paid $5000.00 in penalties for liens. We were just informed of this new lien from 2006 as u can imagine this is a total surprise as if we were made aware of this we would have addressed at the prior meeting.

We would appreciate to be placed on this calender date as we had already mobilized to start building and this has pushed us back already.

Rich

CITY OF™
MOUNT
DORA

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

DATE: April 19, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of First Reading of Ordinance No. 2022-07, Amending Prohibited Parking in Specified Places

---

Introduction:

This is a request for City Council to approve first reading of Ordinance No. 2022-07 and hold hearing for second reading and adoption.

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

Discussion:

In Sec. 42-31. - Prohibited Parking in Specified Places (6) it currently states the following: "Within an alley in a business district, except for the expeditious loading or unloading of materials." Staff is proposing to change that statement to the following: "Within an alley in a business district, whether attended or unattended, so as to provide free passage for emergency vehicles; Blocking an alley may be approved by the City Manager or designee for construction, repair, or service vehicles."

Budget Impact:

There will be no adverse impact to the Budget as a result of these changes.

Strategic Impact:

Goal 2: Public Safety: To provide the safest environment in which to live, work, and visit.

Recommendation City Council approve First Reading of Ordinance No. 2022-07 and hold hearing for the second reading and adoption.

Attachment(s):

1. Attachment 1 Ordinance 2022-07 Prohibited Parking in Specified Places -Proposed Changes (ADA)
2. Ordinance 2022- 07 Prohibited Parking in Specified Places.SGS (ADA)

Prepared by:	Alivia Rehn , Administrative Assistant	
Reviewed by:	Brett Meade, Chief of Police	Approved - 4/5/2022
	Rita Meade, Deputy Finance Director	Approved - 4/5/2022
	Sherry Sutphen , City Attorney	Approved - 4/11/2022
	Jeanann Hand, Deputy City Clerk	Approved - 4/11/2022
	Jessica Burnham, City Clerk	Approved - 4/12/2022
	Patrick Comiskey, City Manager	Final Approval - 4/13/2022

OLD

Sec. 42-31. - Prohibited parking in specified places.

(a) No person shall stop a vehicle, stand a vehicle or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:

(6) Within an alley in a business district, except for the expeditious loading or unloading of materials;

PROPOSED

Sec. 42-31. - Prohibited parking in specified places

(a) No person shall stop a vehicle, stand a vehicle or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:

(6) Within an alley in a business district, whether attended or unattended, so as to provide free passage for emergency vehicles; Blocking an alley may be approved by the City Manager or designee for construction, repair, or service vehicles.

(11) Within any place marked as a freight curb loading zone during the posted hours when the restrictions applicable to such zones are in effect, except for the expeditious loading or unloading of materials, and for a period of not more than 30 minutes. However, the driver of a vehicle may stop temporarily at a place marked as a freight curb loading zone for the purpose of and while actually engaged in loading or unloading passengers, when such stopping does not interfere with any motor vehicle used for the transportation of materials which is waiting to enter or about to enter such zone;

ORDINANCE NO: 2022- 07

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, STOPPING, STANDING AND PARKING, SECTION 42-31, PROHIBITED PARKING IN SPECIFIED PLACES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora has adopted various ordinances related to traffic and vehicles as permitted by Florida Statutes, Chapter 316, related to uniform traffic control; and

WHEREAS, the City has codified such uniform traffic control regulations into Chapter 42 of the City of Mount Dora Code of Ordinances; and

WHEREAS, from time to time it is necessary for the City to revise its regulations related to traffic and vehicles; and

WHEREAS, the City has determined that it is in the best interest of the health, safety and welfare of its citizens and visitors to amend Chapter 42, Traffic and Vehicles, of the City of Mount Dora Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED 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 the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. **AMENDING CITY OF MOUNT DORA CODE OF ORDINANCE, CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, STOPPING, STANDING AND PARKING, SECTION 42-31, PROHIBITED PARKING IN SPECIFIED PLACES.** The City of Mount Dora Code Ordinances, Chapter 42 – Traffic and Vehicles, Article II, Stopping, Standing and Parking, Section 42-31, Prohibited Parking in Specified Places is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ constitutes deletions from existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

CHAPTER 42 – TRAFFIC AND VEHICLES,_ARTICLE II, STOPPING, STANDING AND PARKING,

***

Sec. 42-31, Prohibited Parking in Specified Places

(a) No person shall stop a vehicle, stand a vehicle or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:

(1) Upon the unpaved portion of any city right-of-way, if the paved portion of the right-of-way is bordered by a curb;

(2) Upon any railroad track or right-of-way, or within 30 feet of any railroad track;

(3) In a location blocking access to a commercial refuse container or a city refuse container, when the location of the container has been designated or approved by the city;

(4) In a space designated for emergency vehicles only;

(5) Upon a two-way street in such a manner or under such conditions so as to prevent intermittent two-way traffic movement;

(6) Within an alley in a business district,~~ except for the expeditious loading or unloading of materials;~~ whether attended or unattended, so as to provide free passage of emergency vehicles; however, blocking an alley may be approved on a temporary basis by the City Manager or designee for construction, repair, or service vehicles.

(7) Within an alley outside of a business district in a manner or under such conditions so as to leave available less than ten feet of the width of the alley for the free movement of vehicular traffic;

(8) Within any alley in such position as to block the driveway or ingress or egress of any abutting property;

(9) When appropriate signs are erected prohibiting such upon the left-hand side of any one-way street in violation of such signs;

(10) If a street includes two or more separate roadways and traffic is restricted to one direction upon any such roadway, upon the left-hand side of such one-way roadway, unless signs are erected to permit such standing or parking;

(11) Within any place marked as a freight curb loading zone during the posted hours when the restrictions applicable to such zones are in effect, except for the expeditious loading or unloading of materials, and for a period of not more than 30 minutes. However, the driver of a vehicle may stop temporarily at a place marked as a freight curb loading zone for the purpose of and while actually engaged in loading or unloading passengers, when such stopping does not interfere with any motor vehicle used for the transportation of materials which is waiting to enter or about to enter such zone;

***

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

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

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

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

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

SECTION 5. SAVINGS CLAUSE. All prior actions of the City pertaining to the amendments to City of Mount Dora Code of Ordinances, Chapter 42, Traffic and Vehicles, as well as any and all other applicable matters, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon enactment by the City of Mount Dora.

F**IRST READING:** **_April 19, 2022**

SECTION READING: ______________

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

CITY OF MOUNT DORA

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

DATE: April 19, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Resolution No. 2022-24, Economic Development Incentive for Business Utility Deposit Waiver

---

Introduction:

This is a request for City Council to approve Resolution No. 2022-24, Economic Development incentive for business utility deposit waiver.

Discussion:

Attractive capital investment credits encourage businesses to open, expand or relocate to the City of Mount Dora. Economic Development incentives are also consistent with the City of Mount Dora's Strategic Plan objective of attracting new commercial businesses.

Because of this commitment to economic viability and sustainability, the City wishes to provide a waiver of electric and water utility deposits to qualifying businesses within the City's service territory.

For a business to be eligible for this incentive, the applicant must:

1. Be both the owner and operator of the facility
2. The utility (water, sewer and/or electric) infrastructure costs attributable to the applicant/business are at least 1.5 million dollars.
3. Operate within a statewide target clusters/industries category established by Enterprise Florida Inc.: Aviation & Aerospace, Clean Energy, Defense & Homeland Security, 4. Emerging Technologies, Financial & Professional Services, Headquarters, Information Technology, Life Sciences, Logistics and Distribution Manufacturing.

Budget Impact:

Because utility deposits are collected in escrow accounts and not budgeted as revenue, this incentive would have no direct effect on the budget.

Strategic Impact:
Goal 1: Economic Development
Objective 1.3. Attract new commercial businesses/residential development

Recommendation City Council approve Resolution No. 2022-24, Economic Development incentive for business utility deposit waiver.

Attachment(s):
1. Resolution 2022-24.Utility Deposit Waiver Program.SGS

Prepared by:	Misty Sommer, Economic Development Coordinator	
Reviewed by:	Tim Wilson, Economic Development Director	Approved - 4/5/2022
	Josef Grusauskas, Utilities & Plant Operations Director	Approved - 4/5/2022
	Steve Langley, Electric Utility Director	Approved - 4/5/2022
	Rita Meade, Deputy Finance Director	Approved - 4/5/2022
	Sherry Sutphen , City Attorney	Approved - 4/13/2022
	Jeanann Hand, Deputy City Clerk	Approved - 4/13/2022
	Jessica Burnham, City Clerk	Approved - 4/13/2022
	Patrick Comiskey, City Manager	Final Approval - 4/13/2022

RESOLUTION NO. 2022-24

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT INCENTIVE PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF THE UTILITY SECURITY DEPOSIT WAIVER INCENTIVE PROGRAM; 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 primary objective of the City of Mount Dora Economic Development is to promote and foster sustainable economic growth in the City of Mount Dora; and

WHEREAS, the City of Mount Dora Economic Development is dedicated to attracting a variety of businesses to enhance the quality of life for the citizens of Mount Dora; and

WHEREAS, the City has determined that the establishment of a utility security deposit waiver incentive program for certain qualifying businesses will support the Economic Development mission and goals of the City of Mount Dora.

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

SECTION 1. <u>Legislative Findings and Intent.</u> 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. <u>Utility Security Deposit Waiver Incentive Program.</u> The City owns and operates water, sewer and electric utilities, all of which require security deposits to be paid in order to activate service. The City will consider applications for security deposit waivers for water, sewer and electric utility activations from business customers (Applicants) which are able to provide evidence of all of the following:

A. The Applicant is the owner and operator of the business for which the security deposit waiver is being requested; and

B. The utility (water, sewer and/or electric) infrastructure costs attributable to the Applicant/business are at least 1.5 Million Dollars; and

C. The business for which the security deposit waiver is being requested falls within a target industry category including Aviation and Aerospace, Clean

Energy, Defense and Homeland Security, Emerging Technologies, Financial and Professional Services, Headquarters, Information Technology, Life Sciences, Logistics and Distribution Manufacturing, or such other target industry category as established from time to time by Enterprise Florida, Inc.

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 Utility Security Deposit Waiver Incentive Program, 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.

Signatures on Following Page

PASSED AND ADOPTED this 19th day of April, 2022.

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

ATTEST:

____
Jessica Burnham
City Clerk

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

____
Sherry G. Sutphen
City Attorney

CITY OF MOUNT DORA

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

DATE: **April 19, 2022**

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

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

SUBJECT: Request for City Council Review and Discussion of a Draft Ordinance for the Building Height Charter Amendment

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Introduction:

This is a request for City Council to review and discuss a draft ordinance for a Charter Amendment and provide staff instruction for scheduling a first reading.

Discussion:

On September 21, 2021, the City of Mount Dora adopted Resolution 2021-115, creating the Building Height Advisory Committee. Staring November 2021 to March 2022, the Building Height Advisory Committee reviewed building height regulations and building height design elements, codes, examples, and other studies. On April 5, 2022, following absolute dedication and clear focus to the task at hand, the City of Mount Dora Building Height Advisory Committee delivered its report and recommendations to City Council.

As directed by City Council at the April 5th, 2022, meeting the city attorney with planning staff assistance prepared a draft ordinance (Attachment 1) for an proposed amendment to the City's Charter to limit building height in certain areas. Given the subject matter the attached is a working draft ordinance to garner input and discussion from the City Council related to the building height language to be consider in the upcoming 2022 City election. The framework of the attached ordinance for a proposed Charter Amendment language was taken from a group of citizen's proposed building height document/petition with suggested text.

On as side topic, Attachment 2 is a draft of the survey questions prepared by the Planning and Development Department. The Building Height Advisory Committee members recommended a survey regrading building height be obtained (Survey Monkey) and was directed by City Council at the April 5, 2002, for staff to proceed. This is a draft survey of questions and has not been distributed and activated at this time and is a working document. Given the timing of this

April 19th, 2022, City Council meeting staff felt the City Council may be interested in the series of questions being proposed.

Budget Impact:
None

Strategic Impact:
GOAL 1: Economic Development
Objective 1.3. Attract new commercial businesses/residential development
Objective 1.4. Promote tourism by Enhancing Mount Dora as a Destination

Recommendation
This is an opportunity for City Council to provide feedback on the proposed building height Charter amendment language.

Attachment(s):
1. Attachment 1 Draft.Ord 2022-08.Building Heights.Charter.SGS.VS(ADA)
2. Attachment 2 Building Hieght Survey (Draft)4-12-2022

Prepared by:	Jessica Burnham, City Clerk	
Reviewed by:	Vince Sandersfeld, Planning and Development Director	Approved - 4/13/2022
	Sherry Sutphen , City Attorney	Approved - 4/14/2022
	Jeanann Hand, Deputy City Clerk	Approved - 4/14/2022
	Patrick Comiskey, City Manager	Final Approval - 4/14/2022

WHEREAS, Florida Statutes, Section 166.031, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality, proposed amendments to its charter; and

WHEREAS, pursuant to the City of Mount Dora Charter, the City Council shall cause the Charter to be reviewed, no less than once every five years; however, may cause amendment to the same at any time deemed appropriate; and

WHEREAS, on September 21 2021, the City adopted Resolution No. 2021-115, which created the Building Height Advisory Committee; and

WHEREAS, on April 5, 2022, following absolute dedication and clear focus to the task at hand, the City of Mount Dora Building Height Advisory Committee delivered its report and recommendations to City Council; and

WHEREAS, based on the report and recommendations of the Building Heights Advisory Committee, the City of Mount Dora has determined that it is appropriate to propose revisions to the City's Charter; and

WHEREAS, the City of Mount Dora has determined that it is in the best interest of its citizens to submit the Charter amendment proposed herein to the registered voters of Mount Dora at the general election to be held on November 8, 2022.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT.

The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. IMPLEMENTING ADMINISTRATIVE ACTIONS.

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

B. The City Clerk, as the Filing Officer for the City, is hereby directed to coordinate with the Lake County Supervisor of Elections, as necessary, to ensure that all advertising, translation and notice requirements are met to conduct the referendum election called for in Section 3 hereof.

SECTION 3. PROPOSED CHARTER AMENDMENTS WITH TITLE AND BALLOT QUESTION.

The amendment to the City of Mount Dora Charter as set forth hereafter shall be proposed to the registered voters of Mount Dora by way of the title and ballot question specified at the general election to be held on November 8, 2022. Underlined words constitute additions.

ARTICLE VII. BUILDING HEIGHTS

Section 32. – Limitations, Exceptions, Variances

a. *Building Height Impact District.* The Building Height Impact District as used herein shall mean the City's Historic Preservation Review Area as set forth in the City of Mount Dora Comprehensive Plan 2045, Future Land Use Map Series, Map II-2e, on the effective date of this Article, and the lands within 100 feet of the shoreline of Lake Dora.

b. As of the effective date of this Article, no building or other structure shall be constructed, erected, situated or located, in the Building Height Impact District, which exceeds thirty-five (35) feet in height, including but not limited to all structural trimmings, façade complements, chimneys, church spires, elevator bulkheads, smokestacks, cooling towers, water towers, fire towers, telecommunication towers, radio towers, television towers, and/or other similar related building accessories, as well as any necessary mechanical appurtenances.

c. As of the effective date of this Article, no building or other structure shall be constructed, erected, situated or located, within one hundred (100) feet of the shoreline of Lake Dora in the Building Height Impact District, which exceeds twenty-five (25) feet in height, including but not limited to all structural trimmings, façade complements, chimneys, church spires, elevator bulkheads, smokestacks, cooling towers, water towers, fire towers, telecommunication towers, radio towers, television towers, and/or other similar related building accessories, as well as any necessary mechanical appurtenances.

d. Any building or other structure, including its structural trimmings, façade complements, chimneys, church spires, elevator bulkheads, smokestacks, cooling towers, water towers, fire towers, telecommunication towers, radio towers, television towers, and/or other similar related building accessories, as well as any necessary mechanical appurtenances, existing as of the effective date of this Article shall be exempt from the provisions of this Article and in the event of destruction of any such building or structure, in whole or in part, said structure or building may be rebuilt to a height not exceeding the height of the same at the time of destruction, subject to all applicable City codes, rules and regulations which are in effect at the time of reconstruction.

e. A Building Height Impact District Variance of up to five (5) additional feet may be pursed from the building height limitations set forth herein by way of the process set forth in the City of Mount Dora Land Development Code. The Building Height Impact District Variance process as set forth in the City of Mount Dora Land Development Code on the effective date of this Article may only be revised if the proposed revision is submitted to the electors during a general election and approved by majority vote.

TITLE:
Establishing City of Mount Dora Charter, Article VII, Building Heights, Section 32, Limitations, Exceptions, Variances.

QUESTION:
Vote YES to limit building heights, including structural trimmings, to 35 feet in the Building Height Impact District and to 25 feet, including structural trimmings, within 100 feet of the shoreline of Lake Dora in the Building Height Impact District, with exceptions for existing structures and variance capabilities not to exceed 5 additional feet or vote NO if you do not want a new Article in the City Charter which limits the height of buildings.

YES ___
NO ___

SECTION 4. SCRIVENER'S ERRORS.
Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 5. SAVINGS CLAUSE.
All prior actions of the City pertaining to amending the City Charter, as set forth herein, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. CONFLICTS.
All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance.

SECTION 7. SEVERABILITY.
If any section, sentence, phrase, word, or portion of this Ordinance is determined to be

invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE AND CODIFICATION.

A. This Ordinance shall become effective immediately upon enactment by the City Council and recordation in the Public Records of Lake County, Florida.

B. The Charter amendment proposed in Section 3 of this Ordinance shall become effective if a majority of the electors, voting in the general election on November ___, 2022, vote in favor of such amendment. Thereafter, the approved amendment shall be codified into the City of Mount Dora Code of Ordinances and be renumbered or re-lettered as deemed appropriate by the codifier. The City Clerk shall file the revised Charter with the Department of State.

FIRST READING: _________________

SECOND READING: _________________

PASSED AND ADOPTED this _______ day of __________________, 2022.

____

CRISSY STILE
MAYOR, City of Mount Dora, Florida

ATTEST:

____

JESSICA BURNHAM
CITY CLERK

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

____

Sherry G. Sutphen
City Attorney

DRAFT

(Need City Logo here)
City of Mount Dora
Building Height Impact District Survey

Potential Survey Monkey Questionnaire

Survey Header (preamble)
The City of Mount Dora is reviewing potential changes to their Land Development Code. The proposed changes include amending the current Land Development Code and/or placing a Charter Amendment on the ballot to create a *Building Height Impact District* within the Historic Downtown area.

PROPOSAL: The 'by right' maximum height of new buildings, structures, and appurtenances within this District would be 35-feet, or 25-feet within 100-feet of Lake Dora. The district area matches the Historic Preservation Boundary area. There could be a provision for variances within this District could permit buildings, structures, and appurtenances to a maximum height of 40-feet, or a height of 30-feet within 100-feet of Lake Dora by meeting certain specific criteria.

We would like your input and feedback prior to consideration of the Land Development Code changes or potential Charter Amendment:

Survey Questions
1. Do the proposed restrictions on building height help maintain Mount Dora's architectural uniqueness, historic character, and protect existing neighborhoods and views?

A. Yes: I think the proposed restrictions will help protect Mount Dora's architectural uniqueness, historic character, and protect existing neighborhoods and views.

B. No: Each building height case should be evaluated on a case-by-case basis.

Based on your answer above please rate from Strongly Agree (5) to Strongly Disagree (1)
5 4 3 2 1

2. Do the proposed restrictions on building height allow variety and creativity of architectural design?

A. Yes
B. No

Based on your answer above please rate from Strongly Agree (5) to Strongly Disagree (1)
5 4 3 2 1

3. Do you believe the proposed restrictions on building height adversely impact architectural designs, land values and economic development in downtown Mount Dora?

A. Yes
B. No

Based on your answer above please rate from Strongly Agree (5) to Strongly Disagree (1)
5 4 3 2 1

4. If you do not agree with these proposed restrictions on building height, what height do you feel is appropriate for buildings in the downtown area?

A. 45-feet
B. 55-feet
C. 65-feet or more
D. No height restriction. Evaluate on a case-by-case bases.

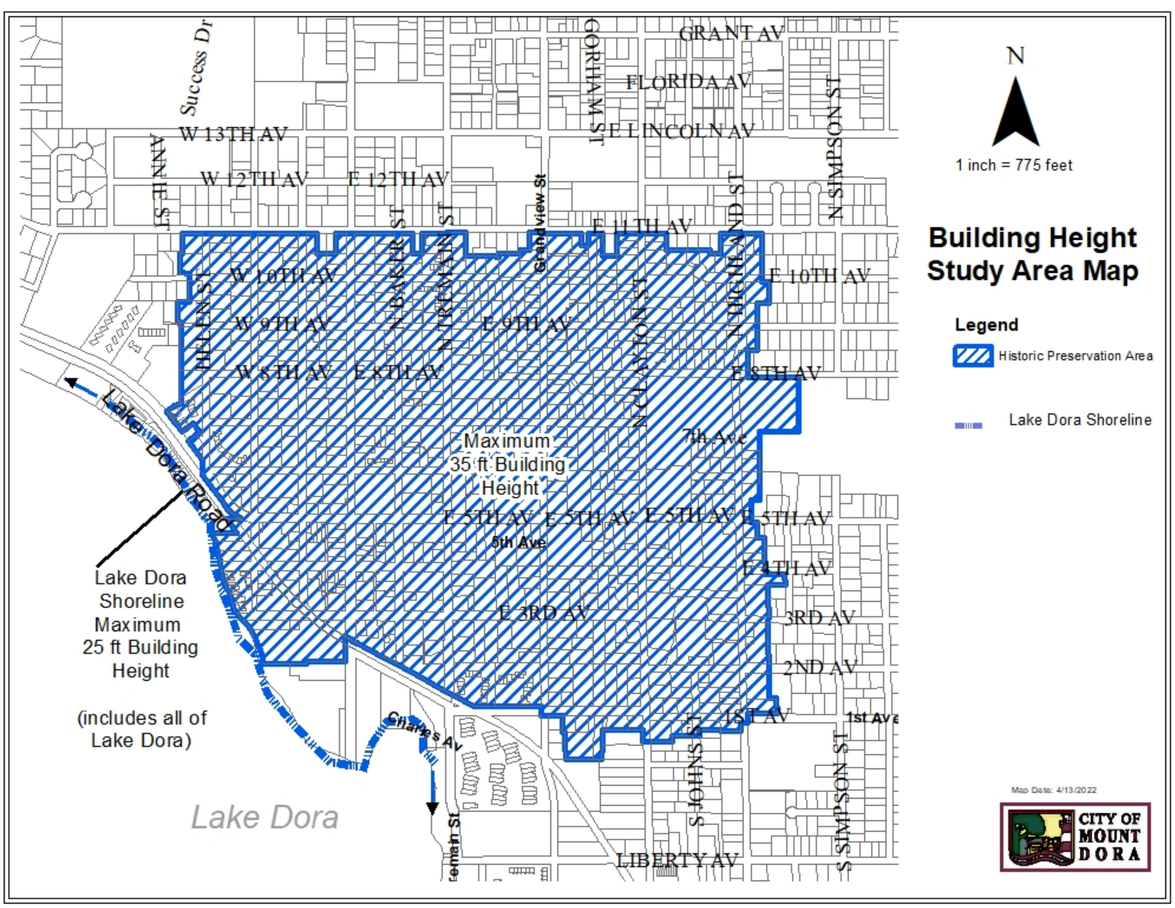
5. Prior to this survey were you aware the City already had a land development code that limits building heights by zoning districts?

A. Yes
B. No

6. Are you: (circle all that apply)

A. Resident of the Historic Preservation District of the City of Mount Dora
B. Business owner of a business located in the Historic Preservation District of Mount Dora
C. Employee of a business in the Historic Preservation District of Mount Dora
D. Other ___________________________________

7. What else would you like to tell us? ____



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

DATE: April 19, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: Executed Construction Loan Agreement Between the Florida Water Pollution Control Financing Corporation and the City of Mount Dora Related to the Clean Water State Revolving Fund WW351480, Approved Pursuant to City of Mount Dora Resolution No. 2021-140

Introduction:

This is an informational item apprising City Council that the City Utility has received the State of Florida Clean Water Revolving Fund Construction Loan Agreement for Wastewater Plant #1 Rehabilitation Construction Loan - SRF Project No.351480 agreement for $12 million for signature.

Discussion:

The City Utility has been working to design and rehabilitate the Wastewater # 1 Treatment Facility for four years. The funding process started in 2018 with the City asking the State of Florida for inclusion of the proposed wastewater # 1 rehabilitation project under their State Revolving Loan fund program. It is a lengthy process that involves intensive preliminary engineering and permitting. The City project was eventually accepted for funding, and with the help of our consultant, CPH Engineers, and our Financial Advisor, Raftelis, the City completed the State Revolving Loan process in December of 2021.

The Council approved Resolution 2021-140 in December. The Resolution designated the Mayor as the authorized representative for the City to execute the loan agreement and carry out the City's responsibilities that did not materially alter the intent of the Agreement. For transparency, attached is the State of Florida and the City of Mount Dora Clean Water State Revolving Fund Construction Loan Agreement WW35148 for $12,000,000 to the Mayors signature.

The clean water loan program was created by the state to help municipalities like the City of Mount Dora construct new treatment facilities without over burdening the rate payers. The advantageous ultra low loan agreement does not obligate the City to repay the $12,000,000 until a construction contract is awarded. The City's engineer, CPH, and the City Construction Manager at Risk (CMAR), Wharton Smith, are in the final development stages to establish a price for the rehabilitation project improvements. The award will be in the form of a Guaranteed Maximum Price (GMP) that is tentatively planned to be presented to the Council this summer. The authorization of the GMP will initiate the loan obligation. As an additional bonus to qualifying for the State Revolving Loan Fund, the City does not start to repay the loan until the improvement is substantially complete.

This agenda item is to provide transparency, so that the City Council review the loan document and identify any outstaying concerns or questions before the Mayor signs the document pursuant to Resolution 2021-140 approved on December 7, 2021.

Budget Impact:

The current rate structure already takes into account the rate payer impact on the issuance of the $12 million SRF loan. The SRF Loan is an ultra low interest loan provided by the State of Florida to help municipalities like the City of Mount Dora with cost-effective capital funding for beneficial utility projects.

The City's current rate structure was designed to support this capital improvement project without additional impact on the current rate payers.

The City Utility has established a Contract Manager at Risk for the construction of the improvements. The Contractor is Wharton Smith. Wharton Smith will provide a Guaranteed Maximum Price (GMP) for the anticipated construction of the wastewater # 1 treatment improvements. The SRF loan will be the funding for the contract. The City Council's authorization of the GMP will initiate the loan obligation.

Strategic Impact:

Goal 3: Provide sustainable utility services that maintain and protect the environment.

Recommendation

The City Mayor is authorized to sign the Clean Water State Revolving Fund Construction Loan Agreement - WW351480 pursuant to Resolution 2021-140 approved on December 7, 2021.

Attachment(s):

1. Mount Dora WW351480 Construction Agreement

Prepared by:	Ethan Hand	
Reviewed by:	Josef Grusauskas, Utilities & Plant Operations Director	Approved - 4/8/2022
	Rita Meade, Deputy Finance Director	Approved - 4/8/2022
	Sherry Sutphen , City Attorney	Approved - 4/11/2022
	Jessica Burnham, City Clerk	Approved - 4/12/2022
	Jeanann Hand, Deputy City Clerk	Approved - 4/12/2022
	Patrick Comiskey, City Manager	Final Approval - 4/13/2022

FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

AND

CITY OF MOUNT DORA, FLORIDA

CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
WW351480

Florida Water Pollution Control Financing Corporation
1801 Hermitage Boulevard
Tallahassee, Florida 32308

CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

CONTENTS PAGE

CLEAN WATER STATE REVOLVING FUND

CONSTRUCTION LOAN AGREEMENT

WW351480

THIS AGREEMENT is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the “Corporation”) and the CITY OF MOUNT DORA, FLORIDA (the “Local Borrower”), existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department, the Corporation, and the Local Borrower shall be referred to as “Parties” or individually as “Party”.

WHEREAS, pursuant to Sections 403.1835 and 403.1837, Florida Statutes (the “State Act”), the Corporation is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the State of Florida Department of Environmental Protection (the “Department”); and

WHEREAS, in accordance with the provisions of the State Act and a Service Contract dated as of June 1, 2001 (as amended from time to time, the “Service Contract”) between the Corporation and the Department, the Department has responsibility for the performance of various activities in connection with such loans; and

WHEREAS, the Local Borrower applied for the financing of the Project (as hereinafter defined), and the Corporation and the Department has determined that such Project meets all requirements for a loan and have agreed to make a loan to the Local Borrower as set forth in this Agreement (the “Loan”); and

WHEREAS, in accordance with the provisions of a Master Trust Indenture dated as of June 1, 2001 (as supplemented and amended from time to time, the “Indenture”) between the Corporation and U.S. Bank Trust National Association, as trustee (together with any successor trustee, the “Trustee”), the Corporation is authorized to issue bonds (the “Bonds”) from time to time to fund loans pursuant to the State Act and to refund bonds issued by the Corporation; and

WHEREAS, the Loan and all payments of principal and interest thereon, including prepayments, and all proceeds thereof, but excluding the Loan Service Fee (as such term is hereinafter defined), have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds; and

WHEREAS, pursuant to the provisions of the State Act, the Service Contract and the Indenture, and as provided herein, the Corporation and the Department will cooperate to assure continuing compliance with the various requirements and separate duties and responsibilities arising from the issuance of the Bonds and the loans made by the Corporation.

NOW, THEREFORE, in consideration of the Corporation loaning money to the Local Borrower, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I – DEFINITIONS

1.01. WORDS AND TERMS.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.

(2) "Authorized Representative" shall mean the official or officials of the Local Borrower authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) "Code" means the Internal Revenue Code of 1986, the Treasury Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable.

(5) "Defeasance Obligations" means:

(a) Direct obligations of, or obligations the prompt payment of principal and interest on which are fully guaranteed by, the United States of America which are not callable prior to maturity (except at the option of the holder thereof);

(b) Bonds, debentures, notes or other evidences of indebtedness issued or fully insured or guaranteed by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States of America and which are not callable prior to maturity (except at the option of the holder thereof);

(c) Resolution Funding Corp. (REFCORP) obligations which are not callable prior to maturity (except at the option of the holder thereof); and

(d) Obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable prior to maturity or as to which irrevocable determination to call such obligations prior to maturity shall have been made by the issuer thereof, and for the payment of the principal of, premium, if any, and interest on which provision shall have been made by the irrevocable deposit with a bank or trust company acting as a trustee or escrow agent for owners of such obligations of securities described in clauses (a), (b) or (c), the maturing principal of and interest on which, when due and payable, will provide sufficient moneys to pay when due the principal of, premium, if any, and interest on such obligations, and which securities are not available to satisfy any other claim, including any claim of the trustee or escrow agent or of any person claiming through the trustee or escrow agent or to whom the trustee or escrow agent may be obligated.

(6) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State and insured by the Federal Deposit Insurance Corporation.

(7) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(8) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(9) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(10) "Fiscal Sustainability Plan" shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan shall include the inventory and evaluation of assets, the certification of water and energy conservation implementation efforts, as well as a plan for the maintenance, repair and, if necessary, the replacement of assets, as well as the schedule to do so.

(11) "Fiscal Year" shall mean the period commencing on October 1 of each year and ending on September 30 of the succeeding year.

(12) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. After paying or providing for the payment of debt service on the Bonds, the Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(13) "Gross Revenues" shall mean all income or earnings received by the Local Borrower from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(14) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(15) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(16) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Borrower for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(17) “Loan Service Fee” shall mean an origination fee which shall be paid by the Local Borrower.

(18) “Local Governmental Entity” means a county, municipality, or special district.

(19) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Local Borrower to the Loan Debt Service Account.

(20) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(21) “Parity Debt” shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(22) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Debt and any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(23) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the Wastewater Treatment Plant Rehabilitation WWTP No.1 Improvement in accordance with the plans and specifications accepted by the Department.

The Project is in agreement with the planning documentation accepted by the Department effective April 19, 2021. A Florida Finding of No Significant Impact was published on September 28, 2018 and no adverse comments were received.

(24) “Semiannual Loan Payment” shall mean the payment due from the Local Borrower at six-month intervals.

(25) “Senior Revenue Debt” shall mean the following debt obligations:

(a) City of Mount Dora, Florida, Water and Sewer System Refunding Revenue Bonds, Series 2006, issued in the amount of $9,495,000, pursuant to Resolution No. 05-21; on parity with Resolution No. 98-10, as supplemented by Resolution No. 06-03; and

(b) City of Mount Dora, Florida, Water and Sewer System Revenue Note, Series 2014, issued in the amount not to exceed $7,600,000, pursuant to Resolution No. 2014-19; supplementing Resolution No. 98-10; and

(c) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(26) "Sewer System" shall mean all facilities owned by the Local Borrower for collection, transmission, treatment and reuse of wastewater and its residuals.

(27) "State" means the State of Florida.

(28) "Tax-Exempt Bonds" means Bonds the interest on which is intended on their date of issuance to be excludable from gross income of the holders thereof for federal income tax purposes.

(29) "Utility System" shall mean all devices and facilities of the Water System and Sewer System owned by the Local Borrower.

(30) "Water System" shall mean all facilities owned by the Local Borrower for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Borrower warrants, represents and covenants that:

(1) The Local Borrower has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Borrower currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Borrower's knowledge, threatened, which seeks to restrain or enjoin the Local Borrower from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Borrower knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Borrower shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Borrower shall release and hold harmless the State, its agencies, the Corporation, and each of their respective officers, members, and employees from any claim arising in connection with the Local Borrower's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Borrower representations to the Corporation and the Department, pursuant to the Loan Application and this Agreement, were and are true and accurate as of the date the Loan Application and this Agreement were each executed by the Local Borrower. The financial information delivered by the Local Borrower to the Department was current and correct as of the date such information was delivered. The Local Borrower shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or this Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Borrower shall take such action as to comply with this agreement.

(8) The Local Borrower shall maintain records using generally accepted governmental accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Borrower shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Borrower's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Borrower shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Borrower shall collect such funds for application as provided herein. The Local Borrower shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Borrower to levy or appropriate ad valorem tax revenues; or preventing the Local Borrower from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Borrower shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Borrower agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Borrower are excepted. If for any reason construction is not completed as

scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Local Borrower covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Borrower covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Local Borrower shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

(14) The Local Borrower shall take such actions, shall furnish and certify to such information and execute and deliver and cause to be executed and delivered such documents, certificates and opinions as the Corporation and/or the Department may reasonably require in connection with the Bonds, including, without limitation, any necessary continuing disclosure undertaking meeting the requirements of Securities and Exchange Commission Rule 15c2-12.

2.02. TAX WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Borrower acknowledges that the Corporation may issue Tax-Exempt Bonds with which to fund the Loan to the Local Borrower and that the maintenance of the tax-exempt status of any such Tax-Exempt Bonds will depend, in part, on the Local Borrower's compliance with the provisions of this Agreement. Accordingly, the Local Borrower warrants, represents and covenants that:

(1) Notwithstanding any other provisions of this Agreement, including specifically Section 2.02(8), if the Local Borrower shall be notified by the Corporation or the Department as of any date that any payment is required to be made to the United States Treasury in respect of Tax-Exempt Bonds the proceeds of which were used to fund the Loan (hereafter, the "Applicable Tax-Exempt Bonds"), and such payment is due to the failure of the Local Borrower to comply with this Agreement, the Local Borrower shall pay to the Trustee (for deposit to the applicable Subaccount of the Rebate Account established by the Indenture) the amount specified in the notice by the Corporation or the Department.

(2) The Local Borrower is a "governmental person" (as defined in Treasury Regulations §1.141-1(b)) (a "Governmental Unit") and it owns and operates the Project.

(3) The Local Borrower will not take any action or omit to take any action, which action or omission will adversely affect the exclusion from gross income of the interest on the Applicable Tax-Exempt Bonds for federal income tax purposes or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code, and in the event of such action or omission, promptly upon having such brought to its attention, it will take such reasonable actions based upon an opinion of any attorney or firm of attorneys of recognized standing and experience in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds and which attorney or firm of attorneys is acceptable to the

Corporation ("Bond Counsel"), and in all cases at the sole expense of the Local Borrower, as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly, use or permit the use of any proceeds of the Applicable Tax-Exempt Bonds or any other funds of the Local Borrower, or take or omit to take any action, that would cause the Applicable Tax-Exempt Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Code or to fail to meet any other applicable requirement of Sections 141, 148, 149 and 150 of the Code or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. To that end, the Local Borrower will comply with all requirements of Sections 141, 148, 149 and 150 of the Code to the extent such provisions apply to the Applicable Tax-Exempt Bonds. In the event that at any time the Corporation or the Department is of the opinion that it is necessary to restrict or limit the yield on the investment of any moneys held by the Local Borrower, the Corporation or the Department shall so instruct the Local Borrower in writing and the Local Borrower shall so restrict the yield.

(4) The Local Borrower (or any "related party", as defined in Treasury Regulations §1.150-1(b)) is prohibited from purchasing and shall not purchase any Applicable Tax-Exempt Bonds other than purchases in the open market for the purpose of tendering them to the Trustee for purchase and retirement.

(5) The Local Borrower will take no action, or permit or suffer any action or event, which will cause any of the Applicable Tax-Exempt Bonds to be or become a "private activity bond" within the meaning of the Code. To that end, the Local Borrower will not permit more than 5% of the Project or portion thereof financed with Tax-Exempt Bonds to be used for a Private Business Use. The term "Private Business Use" means use directly or indirectly in a trade or business or any other activity carried on by any Private Person other than use as a member of, and on the same basis as, the general public. The term "Private Person" means any person other than a Governmental Unit. For this purpose, the United States or any agency or instrumentality thereof is not a Governmental Unit and is therefore a Private Person. For purposes of this paragraph (5), property is considered "used" by a Private Person if:

(a) it is owned by, or leased, to such Private Person;

(b) it is operated, managed or otherwise physically employed, utilized or consumed by such Private Person, other than operation or management pursuant to an agreement that meets the conditions described in paragraph (6) below;

(c) capacity in or output service from such property is reserved or committed to such Private Person under a take-or-pay, output, incentive payment or similar contract or arrangement;

(d) such property is used to provide service to (or such service is committed to or reserved for) such Private Person on a basis or terms that are different from the basis or terms on which such service is provided (or committed or reserved) to members of the public generally (except possibly for the amount of use and any corresponding rate adjustment);

(e) such Private Person is a developer and a significant amount of the Project financed with proceeds of Tax-Exempt Bonds serves only a limited area substantially all of which is owned by such Private Person, or a limited group of developers, unless such improvement carries out an essential governmental function, such developer reasonably expects to proceed with all reasonable speed to develop the improvement and property benefited by that improvement, and the improvement is in fact transferred to a Governmental Unit promptly after the property benefited by the improvement is developed; or

(f) substantial burdens and benefits of ownership of the Project financed with proceeds of Tax-Exempt Bonds are otherwise effectively transferred to such Private Person.

(6) Use of Bond-Financed Property.

(a) For purposes of this Agreement, the use by a Private Person of the Project financed with the proceeds of Tax-Exempt Bonds (the "Bond Financed Property") pursuant to a Qualified Use Contract (as hereafter defined) shall not be treated as a Private Business Use by such Private Person of such Bond-Financed Property or of funds used to finance or refinance such Bond-Financed Property.

(b) An arrangement under which services are to be provided by a Private Person involving the use of all or any portion of, or any function of, the Bond-Financed Property (for example, management services for an entire facility or a specific department of a facility ("Use Contract")) is a "Qualified Use Contract" if all of the following conditions are satisfied:

(i) the compensation for services provided pursuant to the Use Contract is reasonable;

(ii) none of the compensation for services provided pursuant to the Use Contract is based on net profits from operation of the Bond-Financed Property or any portion thereof;

(iii) the compensation provided in the Use Contract satisfies one of the following subparagraphs:

(A) At least 95% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 15 years. For purposes of this subparagraph (b), a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Bond-Financed Property (e.g., the Consumer Price Index) and a "renewal option" means a provision under which either party to the Use Contract has a legally enforceable right to renew the Use Contract; or

(B) At least 80% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 10 years; or

(C) At least 50% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term; or

(D) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term. A "capitation fee" means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(E) All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 3 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the second year of the Use Contract term. A "per-unit fee" means a fee based on a unit of service provided (e.g., a stated dollar amount for each specified procedure); or

(F) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Use Contract, including all renewal options, does not exceed 2 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the first year of the Use Contract term. This subparagraph (F) applies only to (a) Use Contracts under which the Private Person primarily provides services to third parties, or (b) Use Contracts involving the Bond-Financed Property during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Use Contract based on a percentage of gross expenses) (e.g., a Use Contract for general management services for the first year of operations), in which case, the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (i.e., gross revenues less allowances for bad debts and contractual and similar allowances) or expenses of the Bond-Financed Facilities, but not more than one.

For purposes of this paragraph (6)(b)(iii), a Use Contract is considered to contain termination penalties if the termination limits the Local Borrower's right to compete with the Private Person, requires the Local Borrower to purchase equipment, goods, or services from the Private Person, or requires the Local Borrower to pay liquidated damages for cancellation of the Use Contract. Another contract between the Private Person and the Local Borrower (for example, a loan or guarantee by the Private Person) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's-length that could operate to prevent the Local Borrower from terminating the Use Contract. A requirement that the Local Borrower reimburse the Private Person for ordinary and necessary expenses, or restrictions on the hiring by the Local Borrower of key personnel of the Private Person, are not treated as contract termination penalties;

(iv) The Private Person has no role or relationship with the Local Borrower, directly or indirectly, that, in effect, substantially limits the Local Borrower's ability to exercise its rights under the Use Contract, including cancellation rights. This requirement is satisfied if:

(A) The Private Person and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20 percent of the voting power of the governing body of the Local Borrower;

(B) No individual who is a member of the governing body of the Private Person and the Local Borrower is the chief executive officer of the Local Borrower or the Private Person or the chairperson of the governing body of the Local Borrower or the Private Person; and

(C) The Local Borrower and the Private Person are not "related parties" (within the meaning of Treasury Regulations §1.150-1(b).

(c) The Local Borrower may treat a Use Contract that does not comply with one or more of the criteria of subparagraph (6)(b) as not resulting in Private Business Use of Bond-Financed Property if it delivers to the Corporation and the Department, at its expense, an opinion of Bond Counsel to the effect that to do so would not adversely affect the exclusion from gross income of interest on the Applicable Tax-Exempt Bonds or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

(7) Notwithstanding any provision of this Section 2.02, if the Local Borrower provides, at the Local Borrower's expense, to the Corporation and the Department an opinion of Bond Counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusions from gross income of interest on the Applicable Tax-Exempt Bonds pursuant to Section 103(a) of the Code, the Local Borrower,

the Corporation and the Department may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

(8) All tax warranties, representations, covenants and obligations of the Local Borrower contained in this Section 2.02 shall remain in effect and be binding upon the Local Borrower until all of the Applicable Tax-Exempt Bonds have been paid, notwithstanding any earlier termination of this Agreement or any provision for payment of principal of and premium, if any, and interest on the outstanding Applicable Tax-Exempt Bonds and release and discharge of the Indenture.

(9) Amounts deposited from time to time in the Loan Debt Service Account will be used to pay principal and interest within 13 months after the amounts are so deposited.

(10) The Local Borrower has not established and does not expect to establish or use any sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to pay principal of, interest and any redemption premium on the Loan other than the Loan Debt Service Account. Except as set forth in the next sentence and except for money referred to in paragraph (9) above, no other money or investment property (including, without limitation, fixed income, equity and other investments) is or will be pledged as collateral or used for the payment of such principal and interest (or for the reimbursement of any others who may provide money to pay that principal and interest), or is or will be restricted, dedicated, encumbered, or set aside in any way as to afford the Corporation or holders of the Applicable Tax-Exempt Bonds reasonable assurance of the availability of such money or investment property to pay debt service on the Loan or the Applicable Tax-Exempt Bonds.

(11) Except as stated otherwise in this Agreement, no portion of the Loan will be used:

(a) to pay principal of or interest on, refund, renew, roll over, retire, or replace any other obligations issued by or on behalf of the Corporation, the Local Borrower or any other Governmental Unit,

(b) to replace any proceeds of another issue of tax-exempt bonds that were not expended on the project for which such other issue was issued,

(c) to replace any money that was or will be used directly or indirectly to acquire investments,

(d) to make a loan to any other person or Governmental Unit,

(e) to pay any working capital expenditure other than expenditures identified in Treasury Regulations §1.148-6(d)(3)(ii)(A) and (B) (i.e., issuance costs of the Applicable Tax-Exempt Bonds, qualified administrative costs, reasonable charges for a qualified guarantee or for a qualified hedge, interest on the Loan for a period commencing on the issuance date of the Applicable Tax-Exempt Bonds and ending on the date that is the later of three years from that issuance date or one year after the date on which the Project was or will be placed in service, payments of amounts, if any, pursuant to paragraph (i), and costs, other than those already described, that do not exceed 5% of the sale proceeds of the Applicable Tax-Exempt Bonds and that are directly related to capital expenditures financed or deemed financed by the Applicable Tax-Exempt Bonds), or

(f) to reimburse any expenditures made prior to the issuance date of the Applicable Tax-Exempt Bonds except those that qualify as a reimbursement of prior capital expenditures, based upon an opinion of Bond Counsel, at the expense of the Local Borrower, delivered to the Department and the Corporation.

(12) The Local Borrower does not intend to sell or otherwise dispose of the Project or any portion thereof during the term of the Applicable Tax-Exempt Bonds except for dispositions of property in the normal course at the end of such property's useful life to the Local Borrower.

(13) None of the Semiannual Loan Payments shall be federally guaranteed within the meaning of Section 149(b) of the Code.

2.03. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Borrower's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Borrower and shall constitute a valid and legal obligation of the Local Borrower enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.04. AUDIT AND MONITORING REQUIREMENTS.

The Local Borrower agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS12000121-0	EPA	66.458	Capitalization Grants for State Revolving Funds	$12,000,000	140131

(2) Audits.

(a) In the event that the Local Borrower expends $750,000 or more in Federal awards in its fiscal year, the Local Borrower must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Local Borrower shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Local Borrower conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Borrower shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Local Borrower expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Local Borrower shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Borrower. In the event that the Local Borrower expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Borrower resources obtained from other than Federal entities).

(d) The Local Borrower may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://beta.sam.gov/.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Local Borrower directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

https://harvester.census.gov/facweb/

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Local Borrower shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Borrowers, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Borrower in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Borrower shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Borrower shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Local Borrower agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Borrower is appropriate, the Local Borrower agrees to comply with any additional instructions provided by the Department to the Local Borrower regarding such audit. The Local Borrower understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Borrower will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Borrower shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Borrower shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Borrower fails to make a required Monthly Loan Deposit, the Local Borrower's chief financial officer shall notify the Department of such failure. In addition, the Local Borrower agrees to budget, by amendment if necessary, from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give the Corporation a superior claim on any revenues over prior claims of general creditors of the Local Borrower, nor shall it be construed to give the Corporation or the Department the power to require the Local Borrower to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Borrower's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Corporation.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Borrower shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Borrower shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Borrower shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State, shall be employed by, or under contract with, the Local Borrower to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Borrower is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Borrower covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Corporation or the Department to approve additional financing shall not constitute a waiver of the Local Borrower's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the Trustee for expenses incurred by the Local Borrower upon receipt of a requisition in the form provided under the Indenture executed by the Department. Disbursements shall be made directly to the Local Borrower for reimbursement of the incurred construction costs and related services. A requisition for disbursements shall be made upon receipt by the Department of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work; and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the Project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Borrower is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Local Borrower shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Borrower shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

The Local Borrower shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Borrower's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Borrower shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Borrower shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Borrower shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Borrower may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Borrower shall use its best efforts to collect all rates, fees and other charges due to it. The Local Borrower shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Borrower shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Borrower by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Borrower contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Borrower shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Borrower, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Borrower, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Borrower, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency, or other similar proceeding instituted by, or against, the Local Borrower under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Borrower, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Borrower by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Borrower to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Borrower to fulfill this Agreement.

(2) By action or suit in equity, require the Local Borrower to account for all moneys received pursuant to this Agreement or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation or the Department.

(4) By applying to a court of competent jurisdiction, cause the appointment of a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan repayments, the Department may provide for the payment to the Trustee of the delinquent amount plus a penalty from any unobligated funds due to the Local Borrower under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. A penalty may be imposed in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Borrower, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE CORPORATION.

From and after the effective date of this Agreement, the Corporation shall have a lien on the Pledged Revenues, which along with any other Corporation State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Borrower under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Debt defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Corporation may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Borrower may issue additional debt obligations on a parity with, or senior to, the lien of the Corporation on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Borrower demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Borrower and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding Fiscal Year and all Fiscal Years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Corporation. If at any time the Local Borrower shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Corporation shall be no longer in effect. Deposit of sufficient cash or Defeasance Obligations may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Corporation or its assignees and shall be subject to approval by the Corporation. There shall be no penalty imposed by the Corporation for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Corporation, and the Department for inspection at any reasonable time after the Local Borrower has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Borrower shall provide access to Project sites and administrative offices to authorized representatives of the Corporation and the Department at any reasonable time. The Local Borrower shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Local Borrower hereby expressly acknowledges that the Loan and all payments of principal and interest thereon, and all proceeds thereof, but excluding the Loan Service Fee, have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds and the Trustee shall be entitled to act hereunder, and by the execution of this Agreement the Local Borrower in all respects consents to such assignment. The Corporation, the Department and the Trustee may further assign all or any parts of their rights under this Agreement without the prior consent of the Local Borrower after written notification to the Local Borrower. The Local Borrower shall not assign its rights and obligations under this Agreement without the prior written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with any applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Borrower to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Borrower, suspend or terminate this Agreement.

(1) Failure of the Local Borrower to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Borrower, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Borrower.

In the event that following the execution of this Agreement, the Local Borrower decides not to proceed with this Loan, this Agreement can be cancelled by the Local Borrower, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08 SIGNAGE.

The Local Borrower agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed as on the Department's webpage at https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents as "Guidance for Meeting EPA's Signage Requirements".

8.09. DAVIS -BACON ACT REQUIREMENT.

(1) The Local Borrower shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Borrowers shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Borrowers must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Borrower shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Borrowers must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/guidance-implementation-davis-bacon-epa-funded-construction-grants.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Borrower's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Borrower has obtained a waiver pertaining to the Project or the Department has advised the Local Borrower that the requirement is not applicable to the Project.

8.11. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Borrower shall either develop and implement a Fiscal Sustainability Plan or certify that it has been developed and implemented a Fiscal Sustainability Plan , that includes the following : An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Borrower that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Borrower shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Borrower shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Borrower to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Borrower in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL BORROWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL BORROWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, BY EMAIL AT public.services@dep.state.fl.us, **or at the mailing address below:**

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.13. SCRUTINIZED COMPANIES.

(1) The Local Borrower certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower or its subcontractors are found to have submitted a false certification; or if the Local Borrower, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Borrower certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Borrower, its affiliates, or its subcontractors are placed on the Scrutinized

Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Borrower agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Borrower under this Agreement in the following events, as determined by the Department:

(1) Local Borrower abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Borrower is rendered improbable or the Department has reasonable grounds to be insecure in the Local Borrower's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Borrower in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Borrower of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

The Local Borrower shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from the Local Borrower prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by the Local Borrower, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification that the Local Borrower and contractors are in compliance with Section 1606 with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Borrower by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Borrower shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Borrower shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Borrower shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is $12,000,000, which consists of $12,000,000 to be disbursed to the Local Borrower and $0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Borrower, but is amortized via periodic Loan repayments as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

If the total amount disbursed within eighteen months after the effective date of this Agreement is less than half of the Loan proceeds amount authorized for disbursement, the Department may unilaterally reduce the amount authorized for disbursement. Such a reduction would not affect the total authorized Loan amount.

This project is a Segmented Project. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for Segmented Projects are set forth in the Chapter 62-503 of the Florida Administrative Code.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $240,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of $12,000,000. The Loan Service Fee is estimated at the time of execution of the Loan Agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the Final Amendment. The Local Borrower shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Borrower and returned to the Department before April 1, 2022, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The amount of Loan proceeds authorized for disbursement and associated Capitalized Interest will be treated as the Loan principal for computing the Semiannual Loan Payment. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs and the Loan Service Fee, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Corporation will deduct the Loan Service Fee and all associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of $306,000 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be paid to, and must be received by, the Trustee beginning on October 15, 2024 and semiannually thereafter on April 15 and October 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $12,240,000, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Borrower, the Corporation and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Borrower receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The Local Borrower agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS ($)	AUTHORIZED LOAN AMOUNT($) TO DATE
Construction and Demolition	20,845,000	*Line items may vary*
Contingencies	2,084,500	*based on Actual*
Technical Services After Bid Opening	1,070,500	*Disbursements*
SUBTOTAL (Disbursable Amount)	24,000,000	12,000,000
Capitalized Interest	0	0
TOTAL (Loan Principal Amount)	24,000,000	12,000,000

10.07. PROJECT SCHEDULE.

The Local Borrower agrees by execution hereof:

(1) This Agreement shall be effective on August 11, 2021. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for April 15, 2024.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than April 15, 2024.

(4) The first Semiannual Loan Payment in the amount of $306,000 shall be due October 15, 2024.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW351480 may be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Chief Executive Officer of the Corporation.

for
FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

_________________________________	____________________
Chief Executive Officer	Date

____
Reviewed and approved by the Corporate Secretary

for
CITY OF MOUNT DORA

____
Mayor

Attest:	I attest to the opinion expressed in Section 2.03, entitled Legal Authorization.
_________________________________	_________________________________
City Clerk	City Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

____
Secretary or Designee

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

DATE: April 19, 2022

TO: Honorable Mayor and City Council Members

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

SUBJECT: City Manager's Report

Introduction:

This is an opportunity for City Manager Patrick C. Comiskey to provide information to City Council.

Discussion:

1. Lake County Proposed Traffic Safety Legislation
   Lake County Commissioner Kirby Smith forwarded legislation he plans to introduce to the County Commission regarding road medians and citizens standing in the roadways. A copy of the draft of the legislation is provided for council review as **Attachment 1**. Commissioner Smith wanted city input prior to his introducing the legislation since it will impact roadways in the city.
2. Council Work Session
   We have a city council work session scheduled for Monday, April 25th at 10:30 a.m. We have two topics. The first is on Strategic Plan Goal #1 Economic Development. Misty E. Sommer, our Economic Development Manager, will lead the presentation with support from our Economic Development contractor Tim Wilson. The second topic on the agenda is the planned change to the vehicle replacement policy and strategy led by Aneta Barton, our Budget Officer, with support from our Interim Finance Director Rita Meade.
3. Downtown Merchant Survey - Building Heights
   The City planning staff have put together a survey draft for City Council's review and input. The survey was a recommendation of the building heights committee. The city attorney has reviewed the survey. The draft is provided under the City Attorney's Report.

Budget Impact:

N/A

Strategic Impact:
N/A

Recommendation
Information only; no action requested.

Attachment(s):
1. Attachment 1 - Draft County Ordinance re Dangerous Use of Public Rights-of-Way

Prepared by:	Merry Lovern , Executive Assistant	
Reviewed by:	Patrick Comiskey, City Manager	Final Approval - 4/14/2022

ATTACHMENT #1

ORDINANCE NO. 2022-__

AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, CREATING ARTICLE XII, CHAPTER 3, LAKE COUNTY CODE, TO BE ENTITLED *DANGEROUS USE OF PUBLIC RIGHTS-OF-WAY*; PROVIDING FOR THE PROHIBITION OF STOPPING OR STANDING BY PEDESTRIANS IN A MEDIAN; PROVIDING FOR THE PROHIBITION OF PHYSICAL INTERACTION BETWEEN A PEDESTRIAN AND AN OCCUPANT OF A MOTOR VEHICLE THAT IS NOT LEGALLY PARKED; PROVIDING FOR ENFORCEMENT, PENALTIES AND REMEDIES FOR VIOLATION; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, provides for the broad exercise of Home Rule Authority by Lake County for the protection of the health, safety and welfare of residents and visitors; and

WHEREAS, Section 125.01(1)(m), Florida Statutes, authorizes the Board of County Commissioners to regulate roads within Lake County; and

WHEREAS, Section 125.01(1)(w), Florida Statutes, authorizes the Board of County Commissioners to perform acts that are in the common interest of the people of Lake County, and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 316.008, Florida Statutes, authorizes the Board of County Commissioners of Lake County to regulate the use of streets and highways under its jurisdiction; and

WHEREAS, a primary purpose of public roads and rights-of-way is to enable lawfully permitted vehicles and pedestrians to safely and efficiently move from place to place, facilitate the delivery of goods and services, and provide the public with convenient access to goods and services; and

WHEREAS, the purpose of this Ordinance is to prohibit activities that interfere with the purpose of public roads and rights-of-way, including prohibiting activities which cause distractions to motorists, unsafe pedestrian movement within travel lanes, sudden stoppage or slowdown of traffic, rapidly changing and dangerous traffic movement, increased vehicular accidents, and pedestrian and motorist injuries and fatalities; and

WHEREAS, in the State of Florida, pedestrian fatalities have increased significantly in the past decade, and data provided by the Florida Highway Safety and Motor Vehicles (FLHSMV) revealed that between January 1, 2021, and December 31, 2021, there were 838 pedestrian fatalities, 5 of which were within the geographic boundaries of Lake County, Florida; and

WHEREAS, Lake County, from motor vehicle, bicycle, motorcycle, and pedestrian crashes, has had a consistent number of fatalities consisting of 51 in 2021, 52 in 2020, 52 in 2019, and 60 in 2018, in accordance with the FLHSMV Crash Dashboard; and

WHEREAS, between 2018 and 2021, Lake County has averaged 105 pedestrians involved crashes resulting in injuries, according to data collected by the FLHSMV; and

WHEREAS, in 2022 alone, 20 pedestrians have been involved in accidents with motor vehicles, resulting in 1 death so far, according to data collected by the FLHSMV; and

WHEREAS, it is dangerous for persons to remain in or stand upon medians in roadways, and for physical interactions to occur between pedestrians and occupants of motor vehicles in the roadways or rights-of-way when the vehicle is not legally parked; and

WHEREAS, examples of such dangers are driver distraction and the risk of a person causing or becoming a victim in an accident; and

WHEREAS, accidents at collector and arterial roadways and intersections constitute a substantial traffic safety problem in Lake County; and

WHEREAS, the data regarding crashes, injuries, and fatalities involving pedestrians on certain roads demonstrate these dangers; and

WHEREAS, persons remaining in or standing upon medians in roadways, and persons engaging in physical interactions between pedestrians and motor vehicles in the roadways or rights-of-way when the vehicle is not legally parked, also hinder the free flow of traffic; and

WHEREAS, the hinderance of the free flow of traffic causes traffic delays and accidents and interferes with the primary purpose of public roads and rights-of-way; and

WHEREAS, the Board of County Commissioners hereby finds and determines that stopping, standing or otherwise occupying a median in roadways, and physical interactions between pedestrians and occupants of motor vehicles in the roadways or rights-of-way when the vehicle is not legally parked have caused significant traffic and safety hazards in Lake County, including impairing drivers' views of oncoming traffic and/or pedestrians crossing the road, delaying traffic after lights have changed impacting the free flow of traffic and/or causing accidents with other motor vehicles and/or pedestrians standing or traversing between and around vehicles in the roadways; and

WHEREAS, while streets are traditionally considered a public forum, this has not been the case when the streets are open to vehicular traffic; to the extent a street open to vehicular traffic is a public forum, it is distinguishable from other public forums such as parks or sidewalks, because use of the street for expressive activity conflicts with other important governmental interests; and

WHEREAS, the Board of County Commissioners does not intend to regulate persons engaged in protected expressive activities and intends to narrowly-tailor its regulations to impose the minimum restrictions that are necessary to serve the public safety and ensure orderly traffic flow in roadways by regulating use of medians, commercial use of public rights-of-way, and physical interactions between pedestrians and occupants within motor vehicles on the roadways; and

WHEREAS, occupying or remaining in medians, commercial use of public rights-of-way and/or physical interaction between pedestrians and occupants of vehicles on the road distracts drivers from their primary duty to watch the traffic and potential hazards in the road, observe all traffic control signals or warnings, and prepare to move through an intersection to not delay traffic or cause a hazard; and

WHEREAS, a ban of stopping, standing, or otherwise occupying a median on roadways is necessary and appropriate because the portions of public property adjacent to roadways, the sidewalks, and other traditional and designated public forums within the county are adequate alternative public space for the expression and exchange of thoughts and ideas; and

WHEREAS, there are ample alternative avenues for communication of ideas and commercial activity, including approaching and engaging in hand billing to persons on private property with the owner/occupant's permission, canvassing door-to-door, telephone campaigns, direct mail, expressive activities on sidewalks, internet communication, solicitation of motorists on local roads and private roads with the owner's permission, etc.; and

WHEREAS, Lake County has significant government interests in vehicular and pedestrian safety and the free flow of traffic; and

WHEREAS, courts have recognized the substantial risk of disruption in traffic control that may be presented by stopping, standing, or otherwise occupying a median and/or physical interactions between pedestrians and occupants of motor vehicles in roadways; and

WHEREAS, the prohibitions set forth in this ordinance are the least restrictive means necessary to prevent problems and promote and protect the public health, safety, and welfare of the citizens of Lake County; and

WHEREAS, the Board of County Commissioners has determined it is in the best interest of its citizens to restrict the use of medians on public roadways; and

WHEREAS, it is intent of these regulations to protect the health, safety, and general welfare of the citizens of Lake County; to assure the free, orderly, undisrupted movement of motorized vehicles on roads in Lake County; promote traffic safety; and provide for safety of both occupants of motorized vehicles located on roads in Lake County and pedestrians; and

WHEREAS, failure to restrict use of public roads in this manner will endanger the health, safety, and general welfare of the public by permitting unsafe pedestrian movement within travel lanes, sudden traffic stopping or slowdown, rapid lane changing, turns and other dangerous traffic movement, increased vehicular accidents, and motorist and/or pedestrian injuries and fatalities; and

WHEREAS, the Board of County Commissioners of Lake County finds and determines that provisions of this Ordinance are in the best interest of the county, its citizens, and taxpayers and will further the interest of the health, safety, and general welfare of the public.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, as follows:

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

Section 2. Creation. Article XII, Chapter 3, to be entitled *Dangerous Use of Public Rights-of-Way*, is hereby created to read as follows:

Chapter 3 – COMMUNITY PROTECTION

*****

ARTICLE XII. - DANGEROUS USE OF PUBLIC RIGHTS-OF-WAY.

Sec. 3-80. - Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Designated roadways mean the interstate system (including interstate entrance and exit ramps), and arterial and collector roadways or rights-of-way within the County Road System. For purposes of this definition, collector and arterial roadways or rights-of-way shall be those roadways classified as collector, arterial, or Interstate/Toll roadways pursuant to the functional classification or reclassification procedures and criteria established pursuant to the Lake County Comprehensive Plan. This definition also encompasses those portions of these designated roadways located within a municipality; and the first 440 feet of local roadways intersecting with these designated roadways. The portions of these designated roadways subject to this section include the portions within the area open for vehicular traffic (including medians), plus four feet outside of the shoulders and/or curbs.

Legally parked means a vehicle that is standing, stopped, or parked in an area designated, or legally authorized, for parking.

The traveled portion of a designated roadway means any portion of a designated roadway (including travel lanes, turn lanes, and shoulders) that is normally used by moving motor vehicle traffic that is not a lawful parking area.

Median means any area separating traffic lanes on a roadway. A median includes, but is not limited to, any paved or unpaved, landscaped or no landscaped, portions of a roadway which exist between opposing lanes of traffic.

*Public Rights-of-*Way shall be defined as set forth in Section 334.03 (21), Florida Statutes.

Sec. 3-81. - Prohibitions.

(a) Except as provided herein, or as otherwise permitted by law, it is unlawful to make any use of the public rights-of-way in a manner that interferes with the safe and efficient movement of people and property from place to place on a public road or right-of-way with the designated roadways.

(b) It is unlawful for any person to stop, stand, or otherwise occupy or remain in a median on any designated roadway when that person is not in the process of lawfully crossing the road in accordance with applicable traffic and safety laws. Stopping, standing, or otherwise occupying a median through two (2) consecutive opportunities to cross in accordance with applicable traffic and safety laws is prima facie evidence of a violation of this subsection.

(c) It is unlawful for any person to engage in any physical interaction between a pedestrian and an occupant of a motor vehicle, including but not limited to the transfer of any product or material, while the motor vehicle is not legally parked and is located on the traveled portion of a designated roadway.

Sec. 3-82. - Exemptions. Nothing in this section shall prohibit the following:

(a) Law Enforcement, fire and rescue, or other government employees or contractors acting within the scope of their lawful authority;

(b) A person conducting inspection, construction, maintenance, repair, survey, or other legally authorized services;

(c) A person responding to lend aid during an emergency;

(d) Entering or exiting a bus or other public transit system;

(e) Use of public roads and rights-of-way that have been closed to vehicular traffic for a special event permitted by the appropriate governmental entity.

Sec. 3-83. - Penalties. Any person who is found to be in violation of any provision of this section shall immediately cease the activity in violation and may be issued a citation punishable by a fine not to exceed $500, as authorized under §125.69(1), Florida Statutes, and Section 1-6 of this Code. Each action in violation of a provision of this chapter shall constitute a separate offense. Issuance of a citation does not preclude an action for injunction, issuance of a trespass warning where authorized, or any other legal remedy available to Lake County.

Section 4. Applicability. For purposes of jurisdictional applicability, this Ordinance (except where specified otherwise in the body of the ordinance) shall apply in both the unincorporated and incorporated areas of Lake County, provided that any section of this Ordinance in conflict with a municipal ordinance shall not be effective within such municipality to the extent of such conflict. The Board of County Commissioners shall not enforce this ordinance, or perform the administrative functions required under this ordinance for activities proposed or taking place within the boundaries of a municipality unless the municipality passes a resolution requesting such action by majority vote of its governing body, repeals any inconsistent municipal ordinances, and the enters an interlocal agreement with Lake County. The Board of County Commissioners may accept or reject such request by the municipality. Either the municipality by its governing body or the Board of County Commissioners may withdraw the municipality from such enforcement by the same voting procedure.

Section 5. Severability. It is declared to be the intent of the Board of County Commissioners of Lake County, Florida, that if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall be construed as not having contained the said section, subsection, sentence, clause, or provision and shall not be affected by such holding. It is further the intent of the Board that if this ordinance is held invalid with respect to a specific use of land and/or a specific property (i.e., the ordinance is successfully challenged on an “as applied” basis), the ordinance shall remain in effect as to other uses and/or properties where legally appropriate. It is further the intent of the Board that if it is determined that the provisions of this ordinance which apply on state roads are held invalid on state roads by reason of preemption or conflict with state law, that the provisions shall remain in effect on county roads. It is further the intent of the Board that if it is determined that the provisions of this ordinance which apply within a municipality are held to be invalid by reason of preemption or otherwise, or if the municipality passes a more stringent ordinance or an ordinance in conflict with all or part of this ordinance, the invalid, conflicting, or less stringent provisions of this ordinance shall not apply within the municipality but shall apply in all other areas, regardless of whether the municipal ordinance was adopted or enacted before or after this ordinance. It is further the intent of the Board that if it is determined that the provisions of this ordinance are invalid as applied to a particular road, type of road, or geographical location, the ordinance shall be treated as not applying to such location(s) and shall otherwise remain in effect.

Section 6. Inclusion in the Code. It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase to accomplish such intentions.

Section 7. Filing with the Department of State. The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 8. Effective Date. This ordinance shall become effective as provided for by law.

ENACTED this day of _________ day of _______________, 2022.

FILED with the Secretary of State the ____ day of _____________, 2022.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA
______________________________	____________________________________
Gary J. Cooney, Clerk Board of County Commissioners of Lake County, Florida	Sean M. Parks, Chairman This ___ day of ___________, 2022.

Approved as to form and legality:

____
Melanie Marsh, County Attorney