



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

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
February 7, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

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ROLL CALL

PRESENTATIONS

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1. Black History Month Proclamation 4
2. Linemen Appreciation Presentation
3. Mount Dora Fun Fact

PUBLIC COMMENT

- 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 Mayor.
- We will try to answer your questions at the time asked; however, there may be times we will need to conduct research prior to providing an answer.

APPROVAL OF AGENDA

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BOARD APPOINTMENTS

1. Advisory Board Appointments 6

CONSENT AGENDA

.

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- January 10, 2023 Lake County Board of County Commissioners
Agenda Item VII. A.
 - January 17, 2023 CRA Governing Board
 - January 17, 2023 Northeast CRA Governing Board
 - January 17, 2023 City Council Regular Session
-
2. Request Adoption of **Resolution No. 2023-07**, Utility Billing Accounting Adjustment 36
 3. Request Approval of Piggyback Agreement Between the City of Mount Dora and I.C. System, Inc. Related to Collection Services 43
 4. Request Approval of the Agreement Between the City of Mount Dora and Library Interiors of FL for Library Shelving and Installation 83
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 6. Authorization for the Mayor to Sign two Estoppel Certificates for Mount Dora Solar I, LLC 311
 7. Rescheduling the April 4, 2023 City Council Regular Session Business 319

ACTION ITEMS

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request adoption of Final Reading of **Ordinance No. 2023-02**, Orange Lake Development, LLC (Rezone to C-2A) 321

DISCUSSION ITEM

1. Parking Ticket Fines 364

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Council Member John Cataldo
- Council Member Dennis Dawson

- Council Member Cal Rolfson
- Council Member Nate Walker
- Council Member Doug Bryant
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- February 21, 2023, 6:00 PM, Regular Session
- March 7, 2023, 6:00 PM, Regular Session
- March 21, 2023, 6:00 PM, Regular Session

ADJOURNMENT

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

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



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

DATE: February 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Black History Month Proclamation

Introduction:

N/A

Discussion:

Presentation only.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

N/A

Attachment(s):

1. Proclamation.Black History Month.2023

Prepared by: Jeanann Hand, City Clerk



PROCLAMATION

WHEREAS, historian Carter G. Woodson and other notable African Americans launched a “Negro History Week” celebration in 1926. The annual observance grew to honor the achievements of Black Americans and other people of African and Caribbean descent; and

WHEREAS, February has been nationally designated since 1976 as a time to recognize and celebrate the contributions to our nation's culture and history of Americans who are of African and Caribbean descent; and

WHEREAS, the individual and collective impact of Americans of African and Caribbean descent on this nation and world is far too great and expansive to recount; and

WHEREAS, such understanding of Black History can strengthen the perception of all citizens regarding the issues of human rights and the struggles to eliminate barriers of racial discrimination; and

WHEREAS, we are thankful for the countless contributions of African Americans in the City of Mount Dora, Florida and throughout this nation during this month and throughout the year;

NOW, THEREFORE, I, Crissy Stile, Mayor of the City of Mount Dora, Florida, do hereby proclaim February 2023 as

BLACK HISTORY MONTH

I call upon public officials, educators, librarians, and all the people of the City of Mount Dora to observe this month with appropriate programs, ceremonies, and activities.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 7th day of February 2023.

Crissy Stile, Mayor



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

DATE: February 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Advisory Board Appointments

Introduction:

This is an opportunity for Councilmembers to appoint members to City advisory boards.

Discussion:

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

The following appointees are proposed:

Historic Preservation Board, District 2, Reappointment, Don Marx.
Northeast CRA Advisory Committee, District 3, Bryan Belk.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council appoint proposed board members.

Attachment(s):

1. Attachment #1.Application.Marx.Don.HPB
2. Attachment #2.Application.Belk.Bryan.CRA.P&Z.HPB.Any.10.05.2022

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Jeanann Hand, City Clerk

Final Approval - 2/1/2023



**CITY OF
MOUNT
DORA**

Volunteer Application

Please return to Human Resources 510 N Baker St. upon completion.

Name: MARK DONALD WILLIAM
 Last First Middle
 Address: 9083 LAUREL RIDGE DR. MOUNT DORA, FL 32157
 Street City State Zip Code
 Telephone Number: 352 729-3948 Email Address: DON@DONMARK.COM

Are you at least 16 years of age?

Yes ☒ No ☐

What is your education level?

High school (currently a student) ☐ High school Diploma ☐ Bachelor's Degree ☒ Other ☐

Have you ever been convicted of a crime or been a defendant in a civil action for an intentional tort?

Yes ☐ No ☒

If yes, please explain

Have you ever been employed by the City of Mount Dora?

Yes ☐ No ☒

If yes, please indicate date(s) of employment, department/division, positions and reason for leaving.

Please indicate your primary volunteer area of interest:

☐ Library ☐ Parks ☐ Recreation ☐ Special Events ☒ Other ()

Past job experience/education/talents that might be helpful in your volunteer work:

SALES, PUBLIC SPEAKING, RUN MY OWN BUSINESS
FINANCE

If required for the position, do you have a valid driver's license? Yes ☒ No ☐

Are any members of your family or relatives (by blood or marriage) employed by the City of Mount Dora?

Yes ☐ No ☒

If yes, please indicate their name(s), department/division and relationship

Are there any types of assignments you do not want to work?

Yes ☐ No ☒

If yes, please explain

Number of hours per week you wish to volunteer:

AS NEEDED - HISTORICAL BOARD

Number of hours you need to complete a program (such as Bright Futures):

AS NEEDED

Days and hours you can volunteer:

SEMI RETIRED - AS NEEDED

Please provide any additional information that you would like The City of Mount Dora to consider:

SELF STARTER, ORGANIZED, CREATIVE IDEAS
CONSENSUS BUILDER

Emergency Contact Information For:

Name of Volunteer Applicant: DONALD W. MARX

Name(s): LU ANNA MARX

Relationship: SPOUSE

Phone Number 1: 352-406-8090 (CELL)

Phone Number 2: _____

Address: 9083 LAUREL RIDGE DR.

City: MOUNT DORA

State: FL

Zip: 32757

We appreciate your interest in volunteering for the City of Mount Dora.

You will find our City offices and departments to be pleasant, rewarding places in which to spend your volunteer time. As follow-up to this application, you may be required to attend an in-person or telephone interview, and by providing your signature below, give the City of Mount Dora authority to conduct a background check.

I authorize any person, school, current employer (except as expressly noted), past employer(s), and organizations named in this application form or other documentation, to provide the City with relevant information and opinion, personal or otherwise, that may be useful in making a decision regarding my volunteerism. I release all parties from all liability for any damage that may result from furnishing information and opinion to you.

In consideration of allowing me to volunteer, I agree to obey the rules and standards of conduct for the City of Mount Dora. I understand that nothing contained in this application or in the potential interview process is intended to create a contract between the City and myself for either employment or for the providing of any benefits. I agree that my volunteer activities may be terminated at any time, for any reason, at the option of myself or the City. This constitutes my entire agreement with the City of Mount Dora with regard to the length of my volunteer activities.

Public Relations Policy

- A. The City's volunteers shall at all times be courteous, friendly, and helpful to all persons seeking help or information.
- B. As information concerning subjects under discussion by the City Council is unreliable unless confirmed by the Mayor or designee, premature discussion of such subjects may cause misunderstanding and confusion. Therefore, volunteers shall courteously decline to reveal or discuss subject matter yet to be confirmed, and should refer interested persons to the proper department head, City Manager or the Mayor.
- C. No volunteer shall publish a news release or represent the position of the City to the news media unless authorized to do so by the Mayor or the Mayor's designee.

Dress and Appearance

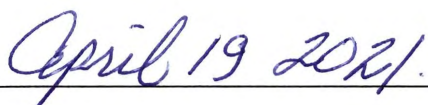
Volunteers' assigned duties dealing with the public should be properly groomed and wear neat attire that is appropriate for their designated environment.

By signing below, I authorize and release the City of Mount Dora to perform a thorough background investigation which may include: Checking Criminal History, Social Security Validation, Driving Record, Drivers License Validation, DCF background check and other background check deemed necessary.

The City of Mount Dora may collect your Social Security Number for the following purposes: Classification of Accounts; Identification and Verification; Credit Worthiness; Billing and Payments; Data collection; Reconciliation; Tracking; Benefit Processing; Tax Reporting and Background Checks. Social Security numbers are also used as a unique numeric Identifier and may be used for search purposes.



Signature



Date

ATTACHMENT #2

From: noreply@civicplus.com
To: [Hand, Jeanann; Clerk](#)
Subject: Online Form Submittal: Board Application
Date: Wednesday, October 5, 2022 1:13:38 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	Bryan
Last Name	Belk
Address1	3160 Stratford Lane
Address2	<i>Field not completed.</i>
City	Mount Dora
State	FL
Zip	32757
Phone Number	3528014630
Email Address	taurian101@comcast.net
Provide a brief statement relating to your education, experience and reason for wishing to serve	I have lived in Mt. Dora for about 12 years, originally to help take care of elderly father but fell in love with the city and decided to stay. I am presently the Village Grove HOA Board President and Treasurer going on 4 years. Prior to that I worked with Orange County Health Dept. also during my employment through Orange County I served on the Ryan White Planning Counsel appointed the secretary and served for 2 years. I was also on the planning and funding allocation committees during that time.
Resume or additional attachments (not required)	<i>Field not completed.</i>
Boards on which you	CRA, Planning and Zoning, Historic Preservation Board or any

wish to serve

board that I can be of service to my community.

Upon Completion

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

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



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

DATE: February 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of Meeting Minutes

- January 10, 2023 Lake County Board of County Commissioners Agenda Item VII. A.
- January 17, 2023 CRA Governing Board
- January 17, 2023 Northeast CRA Governing Board
- January 17, 2023 City Council Regular Session

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. 01.10.2023 Lake County BCC Northeast CRA Expansion Item_DRAFT
2. 01.17.2023 CRA Governing Board Minutes.DRAFT
3. 01.17.2023 Northeast CRA Governing Board Minutes.DRAFT

4. 01.17.2023 Regular Session Minutes.DRAFT.With Link to Exhibits

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Jeanann Hand, City Clerk

Final Approval - 1/25/2023

**CITY OF
MOUNT DORA, FLORIDA
MINUTES
LAKE COUNTY BOARD
OF COUNTY
COMMISSIONERS
MEETING ATTENDED BY
MOUNT DORA CITY
COUNCILMEMBERS**



**January 10, 2023
9:00 a.m.
Lake County
Board Chambers
315 W. Main St.
Tavares, FL 3277**

Mount Dora City Councilmembers Present

Crissy Stile, Mayor
Cal Rolfson, District 2
Nate Walker, District 5

Lake County Commissioners Present

Douglas B. Shields, Vice-chairperson, District 1
Sean M. Parks, District 2
Kirby Smith, Chairperson, District 3
Leslie Campione, District 4
Josh Blake, District 5

Also Present

Patrick C. Comiskey, City Manager
Vince Sandersfeld, Planning Director
Adam Sumner, Deputy Planning Director
Jeanann Hand, City Clerk

VII. REGULAR AGENDA

A. PUBLIC SAFETY AND DEVELOPMENT SERVICES

Planning and Zoning

Tab 14 Discussion and direction on a proposed expansion of the Northeast CRA of Mount Dora into a portion of unincorporated Lake County.

Discussion regarding the City of Mount Dora Northeast CRA began at approximately 9:34 a.m.

Lake County Economic Development Director Mary Ellen Stern provided background information on the CRA process, and on the proposed expansion, including the funding structure. She reviewed county rezoning of the Mount Dora Groves South area.

Projections for Northeast Resource and Recreation Center were mentioned.

Ms. Stern presented two alternative funding options. The first is to allow the expansion of the Northeast CRA into unincorporated Lake County and transfer the CRA tax revenue from increased real property value to the trust fund dedicated to funding redevelopment within the CRA boundaries. The second is for the county to provide funding through an interlocal agreement to the City of Mount Dora in an

amount not to exceed \$15 million for the construction of the community resource center in the Northeast CRA consistent with the funding provided to Groveland and other areas for similar recreational amenities.

Chairman Smith opened public comment.

Courtney Burnett, 1414 North Wardell Street, Mount Dora, spoke in favor of the expansion.

Bobby Rowe, 1641 Montclair Court, Mount Dora, spoke in favor of the expansion, emphasizing its potential impact on the community.

Nate Walker, District 5 Councilmember from the City of Mount Dora, spoke further about the benefits, and implored commissioners to consider the expansion.

Adam Sumner, Deputy Planning Director and CRA Administrator for the City of Mount Dora, clarified funding percentages.

Chairperson Smith closed public comment.

Commissioner Parks questioned the timeline for the construction of the resource center. Mr. Sumner provided more detail.

Commissioner Campione asked how the project would be funded without the county. Mr. Sumner informed about funding sources including grants and debt. He mentioned the multiple projects related to the CRA. He stated the property in question was not originally part of the defined CRA because it was not in city limits.

Commissioner Campione remarked upon the city's relationships with the developer and property owner, and the area's suitability for consideration as a CRA.

Chairperson Smith asked to review the requirements for an area to be considered a CRA. He stated he did not see the area as clearly meeting the requirements to be designated CRA. He mentioned that the prior explanation of the area's original omission from the CRA still stands, as it is still not part of the city.

Ms. Stern offered a list provided by a consultant explaining that the area fulfills requirements for CRA designation. Commissioner Campione remarked it could be viewed either way, but mentioned there are members of the public who question the fairness of CRAs. She expressed misgivings about the county participating in the Northeast CRA, mentioning specifically fiscal impact and dedication of EMS services.

Commissioner Blake spoke against the expansion.

Vice-chair Shields recognized problems with the expansion.

Chairperson Smith wondered why the city would not just annex the CRA without the county's participation.

Commissioner Campione stated she would be open to consideration of an interlocal.

Commissioner Parks stated he found the conversation premature. He expressed he was open to consideration of an interlocal.

Commissioner Campione mentioned she would like to see the city resolve their issues with the developer. She requested the city return with more details about the center, including its location and function. She stated that a third option would be for the city to work things out with the developer. She wants to see what an interlocal might look like.

MOTION BY COMMISSIONER CAMPIONE NOT TO EXPAND THE CRA INTO UNINCORPORATED LAKE COUNTY AND TO CONSIDER AN INTERLOCAL THAT WOULD ALLOCATE FUNDING TOWARD CRA PURPOSES INCLUDING SPECIFICALLY THE COMMUNITY CENTER; COMMISSIONER PARKS SECONDED THE MOTION. MOTION APPROVED 4-1 BY A VOICE VOTE.

Commissioner Blake stated he was not a fan of either option.

YES Commissioner Campione
Commissioner Parks
Vice-chairperson Shields
Chairperson Smith

NO Commissioner Blake

MOTION PASSED 4-1.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

**CITY OF
MOUNT DORA, FLORIDA
CRA GOVERNING BOARD
MINUTES**



**January 17, 2023
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called to order the January 17, 2023, meeting of the City of Mount Dora Community Redevelopment Agency Governing Board at 6:00 p.m. in the City Hall Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Chairperson Stile.

ROLL CALL

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jeanann Hand, City Clerk

ACTION ITEMS

1. Request Approval of the Agreement with MSL, P.A., for Annual Audit Services and Authorization for the Mayor to Execute the Agreement on Behalf of the CRA

Finance Director Rita Meade described the purpose of the item, which is a vote to approve the choice for an audit services provider. She explained the process by which the auditor was chosen. Discussion took place about the limit on the number of years a single auditing service may be used by the City.

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

MOTION BY BOARD MEMBER ROLFSON TO APPROVE THE AGREEMENT WITH MSL, P.A. FOR ANNUAL AUDIT SERVICES AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CRA; BOARD MEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Board Member Rolfson
Board Member Walker
Board Member Cataldo
Board Member Dawson
Board Member Bryant
Vice-chairperson Crail
Chairperson Stile

NO None

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 6:03 p.m.

**CRISSY STILE, CHAIRPERSON
CITY OF MOUNT DORA
COMMUNITY REDEVELOPMENT
AGENCY GOVERNING BOARD**

JEANANN HAND, CITY CLERK
City of Mount Dora

**CITY OF
MOUNT DORA, FLORIDA
NORTHEAST CRA
GOVERNING BOARD
MINUTES**



**January 17, 2023
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Chairperson Crissy Stile called to order the January 17, 2023, meeting of the City of Mount Dora Northeast Community Redevelopment Agency Governing Board at 6:03 p.m. in the City Hall Council Chambers.

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jeanann Hand, City Clerk

ACTION ITEMS

1. Request Approval of the Agreement with MSL, P.A., for Annual Audit Services and Authorization for the Mayor to Execute the Agreement on Behalf of the Northeast CRA

Chairperson Stile explained this item, like the item at the immediately preceding CRA Governing Board meeting, is a vote to approve the choice for an audit services provider.

Mayor Stile opened public comment. Christine King Harris, 402 Jackson Avenue, asked for clarification between City and county audits. Mayor Stile closed public comment.

MOTION BY BOARD MEMBER WALKER TO APPROVE THE AGREEMENT WITH MSL, P.A. FOR ANNUAL AUDIT SERVICES AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE NORTHEAST CRA; BOARD MEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Board Member Walker
Board Member Rolfson
Board Member Cataldo
Board Member Dawson
Board Member Bryant
Vice-chair Crail
Chairperson Stile

NO None

2. Request Approval of Agreement Between City of Mount Dora and CareerSource Central Florida Related to the 2023 Summer Youth Program

Planning Director Vince Sandersfeld explained this item repeats the agreement with CareerSource approved last year, and mentioned staff recommends approval. Board members commented favorably about the program.

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

MOTION BY VICE-CHAIR CRAIL TO APPROVE THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND CAREERSOURCE CENTRAL FLORIDA RELATED TO THE 2023 SUMMER YOUTH PROGRAM; BOARD MEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Vice-chair Crail
Board Member Cataldo
Board Member Rolfson
Board Member Dawson
Board Member Walker
Board Member Bryant
Mayor Stile

NO None

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 6:12 p.m.

**CRISSY STILE, CHAIRPERSON
CITY OF MOUNT DORA
NORTHEAST COMMUNITY
REDEVELOPMENT AGENCY
GOVERNING BOARD**

JEANANN HAND, CITY CLERK
City of Mount Dora

**CITY OF
MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES**



**January 17, 2023
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 to order the January 17, 2023, Regular Session of the Mount Dora City Council at 6:12 p.m. in the City Hall Council Chambers.

Members Present

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

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Mount Dora Fun Fact

Mayor Stile spoke about a food drive associated with the Fire Department.

PUBLIC COMMENT

Mayor Stile opened public comment.

Karen Muni, 20931 Oldenburg Loop, spoke about the smell that may be coming from water treatment plant or the landfill or the dump. She stated she made numerous complaints about the subject.

Miriam Lindley, 30102 Hackney Loop, complained about the odor and mentioned health problems.

Linda Bramer, 7017 Lake Ola Drive, Tangerine, demanded a solution to the odor problem, stating it is getting worse.

Tony Castronovo, 30122 Cheval Street, stated the smell had always been there, is getting worse, and mentioned his wife's illness.

Cynthia Breed, 7206 Lake Ola Drive, keeps data regarding the odor and believes it gets worse with higher barometric pressure.

Hunter File, 20946 Sullivan Ranch Boulevard, asserted he would continue to complain until there is a remedy.

Meisha Santagata, 30237 Hackney Loop, complained about the odor.

Michael Santagata, 30237 Hackney Loop, mentioned the landfill and the water treatment plant, and wondered if the facilities were up to code.

Jean Merenda, 30431 Gidran Terrace, described the odor's impact on their lives.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

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

ADVISORY BOARD APPOINTMENTS

MOTION BY COUNCILMEMBER BRYANT TO APPOINT BETH SHARPE TO THE LIBRARY ADVISORY BOARD COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

MOTION BY COUNCILMEMBER ROLFSON TO REAPPOINT THOMAS DECKER TO THE PUBLIC ARTS COMMISSION; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Meeting Minutes

January 3, 2023

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval of the Agreement Between the City of Mount Dora and MSL, P.A. for Annual Audit Services

City Manager Comiskey explained the item is the same one that had just been approved at the CRA and Northeast CRA Governing Boards.

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

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND MSL, P.A. FOR ANNUAL AUDIT SERVICES; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

2. **Request Acceptance of the Plan for Development and Protection of the 12+ acre Greenbelt Forest Property to the West of the W.T. Bland Public Library (Forest Property) and Approval of the Task Authorization with Halff Associates, Inc., for Design of Recreational Landscape Features for the Trail System on the Forest Property**

Library Director Cathy Lunday described the project and the purpose of the item. She reviewed the history of the project. Discussion ensued about points of entry and parking, and the turn of public opinion regarding the project. The meaning of a Preserve designation was clarified.

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

MOTION BY COUNCILMEMBER BRYANT TO APPROVE ACCEPTANCE OF THE PLAN FOR THE DEVELOPMENT AND PROTECTION OF THE 12 + ACRE GREENBELT FOREST PROPERTY TO THE WEST OF THE W.T. BLAND PUBLIC LIBRARY (FOREST PROPERTY) AND APPROVAL OF THE TASK AUTHORIZATION WITH HALFF ASSOCIATES, INC. FOR DESIGN OF RECREATIONAL LANDSCAPE FEATURES FOR THE TRAIL SYSTEM ON THE FOREST PROPERTY; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request adoption of Single Reading (Final) Ordinance No. 2023-01, Small-Scale Future Land Use Map Amendment for Orange Lake Development, LLC

Ms. Sutphen read Ordinance No.2023-01 by title only.

ORDINANCE NO: 2023-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THAT PROPERTY LOCATED ON THE SOUTH SIDE OF U.S. HIGHWAY 441 AND EAST CROOKED LAKE DRIVE AND THE CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Sutphen requested disclosure of ex parte communication. There were no disclosures for this item.

City Planning Director Vince Sandersfeld provided background on the item, which was a petition for a comprehensive plan reassignment of the property on 441 east of East Crooked Lake. The applicant is requesting a land use amendment from public lands institutional to commercial. The petition was supported by the Planning and Zoning Commission and is recommended for approval by staff.

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

The applicant was present to answer questions.

MOTION BY COUNCILMEMBER WALKER TO ADOPT ORDINANCE NO. 2023-01, SMALL-SCALE FUTURE LAND USE MAP AMENDMENT FOR ORANGE LAKE DEVELOPMENT, LLC; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

2. Request Approval of First Reading of Ordinance No. 2023-02, Orange Lake Development, LLC (Rezone to C-2A)

City Attorney Sutphen read Ordinance No. 2023-02 by title only.

ORDINANCE NO: 2023-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF U.S. HIGHWAY 441 AND EAST CROOKED LAKE DRIVE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Sutphen requested disclosure of ex parte communications. None were disclosed.

Mr. Sandersfeld explained this is a petition to change the zoning of the property discussed in the prior public hearing. He explained the reasons for the change in zoning intensity, which is now C-2A instead of P-LI. Discouragement of future ingress and egress were discussed.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2023-02, ORANGE LAKE DEVELOPMENT, LLC (REZONE TO C-S2A); COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

3. Request adoption of Single Reading (Final Ordinance No. 2023-03, Small-Scale Future Land Use Map Amendment for MK and AD Land Investments, LLC (Mount Dora Mixed Use Project

City Attorney Sutphen read Ordinance No. 2023-03 by title only.

ORDINANCE NO: 2023-03

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Council members disclosed ex parte communication. Councilmember Walker spoke once with developer Aaron Hakim regarding the uses of the property and the project. Councilmember Rolfson spoke twice with Mr. Hakim, at Mr. Hakim's request, to broadly review Mr. Hakim's plans. Mayor Stile met three times with Mr. Hakim, including a tour of the property, looking over the plan and the property and receiving an overview of what the plan entails. Vice-mayor Crail met with Mr. Hakim at City Hall a couple of weeks ago for discussions on potential development. Councilmember Dawson met with Mr. Hakim two weeks ago to review plans and learn what he proposes to put on the site. Councilmember Bryant met with Mr. Hakim for about two hours to discuss issues associated with the project. Councilmember Cataldo met with Mr. Hakim at City Hall to be educated about the project.

Mr. Sandersfeld explained this request for a future land use change related to the re-eavluation of the employment center. The Planning and Zoning Commission approved the change and staff recommends approval of the ordinance.

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

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2023-03, SMALL-SCALE FUTURE LAND USE MAP AMENDMENT FOR MK AND AD LAND INVESTMENTS, LLC (MOUNT DORA MIXED USE PROJECT); COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

NO None

4. Request approval of First Reading of Ordinance No. 2023-04, Mount Dora Mixed Use for MK and AD Land Investments, LLC Final PUD (WBI-E District)

City Attorney Sutphen read ordinance No. 2023-04 by title only.

ORDINANCE NO: 2023-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE REZONING AND MASTER PLAN FOR "MOUNT DORA MIXED USE"; PROVIDING FOR THE REZONING AND APPROVAL OF THE MOUNT DORA WOLF BRANCH INNOVATION EMPLOYMENT (WBI-E) DISTRICT FOR THAT PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF SR 46 AND EAST OF BUTTERCUP LANE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Council members disclosed ex parte communication. Councilmember Walker spoke once with developer Aaron Hakim regarding the uses of the property and the project. Councilmember Rolfson spoke twice with Mr. Hakim, at Mr. Hakim's request, to broadly review Mr. Hakim's plans. He did not promise anything to the developer. Mayor Stile met three times with Mr. Hakim, including a tour of the property, looking over the plan and the property and receiving an overview of what the plan entails. Vice-mayor Crail met with Mr. Hakim at City Hall a couple of weeks ago for discussions on potential development. Councilmember Dawson met with Mr. Hakim two weeks ago to review plans and learn what he proposes to put on the site. Councilmember Bryant met with Mr. Hakim for about two hours to discuss issues associated with the project. Councilmember Cataldo met with Mr. Hakim at City Hall to be educated about the project.

Councilmember Bryant disclosed receiving several emails from members of public that were sent to the City Council general email address. Through the City Council general email address, emails were received by each Councilmember from Lynn Tacher, Josh Hemingway, and Charlie Sands.

Councilmember Bryant disclosed receiving one personal email from Steve Williams. Mayor Stile disclosed receiving a text message from Steve Williams. Mayor Stile disclosed receiving an email from Susan Myers. Mayor Stile disclosed an email sent to the City Council general email address from Frank Ford. Councilmember Cataldo disclosed receiving a text message from Frank Ford. Councilmember Dawson disclosed receiving a text message and an email from Susan Myers and a text message and an email from Frank Ford. Vice-mayor Crail disclosed receiving an email from Josh Hemingway, from Charlie Sands, and from Frank Ford. Mayor Stile disclosed a communication from Jay Smith sent to the City Council general email address. Councilmember Rolfson disclosed receiving emails from Charlie Sands and Josh Hemingway. Councilmember Walker disclosed receiving a text message from Steve Williams, and emails from Susan Myers, Josh Hemingway, Charlie Sands, and Frank Ford. Councilmember Walker disclosed receiving an email from Tom Dring. Councilmember Rolfson disclosed emails received from Jay Smith and Frank Ford which Councilmember Rolfson had not yet read.

Mr. Sandersfeld explained the reasons the developer is petitioning for the zoning to change from a county designation to a city Planned Unit Development, the Wolfbranch Employment Center zoning district, with the intention to amend the performance standards of the zoning district. The Planning Commission reviewed the amendment, looking at the mixed use and intensity, with the building height being of most interest to the commission. The commission agreed on eight conditions upon which they would base their approval. Page one of Exhibit B to Ordinance 2023-04 demonstrates the latest revision related to the commission's recommendation.

Mr. Hakim presented further information on the development, and provided a presentation which is attached to the minutes as Exhibit A.

Staff recommends approval of the first reading, with the second reading of the Ordinance scheduled for February 7th.

Councilmembers discussed their concerns about the project, which included building height, development density and intensity, and potential impacts on the City. Economist John Stover, who was retained by the developer, and whose information is provided with the minutes as Exhibit B, appeared through electronic communication technology to answer questions and provide further information.

Mayor Stile opened public comment.

Frank Kerwin, 1110 East Fifth Avenue, remarked upon the impact the development could have on the City, economically and otherwise, expressing caution about the growth this project might bring.

Joe Lewis, 148 Charles Avenue, mentioned this decision could be precedent setting.

Michell Middleton, 112 East Fifth Avenue, spoke in support of the project, and urged Council to let this move forward.

Kay Volmer, 420 North Clayton Street, voiced concern about the amount of residents that would be coming into the area with this project.

Suzanne Scheck, 308 North Tremain Street, was shocked by number of residents who would be part of the development. She questioned the fit of assisted living.

Mayor Stile closed public comment.

Councilmember Dawson suggested the developer return with negotiations. Councilmember Walker proposed a workshop. It was suggested each councilmember define a target building height number for discussion.

MOTION BY VICE-MAYOR CRAIL TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-04, MOUNT DORA MIXED USE FOR MK AND AD LAND INVESTMENTS, LLC FINAL PUD WBI-E DISTRICT; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED 6-1 BY A ROLL CALL VOTE.

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

NO Councilmember Dawson

Mayor Stile adjourned for a break at 9:31 p.m.
Mayor Stile called the meeting back to order at 9:40 p.m.

5. Request Adoption of Resolution No. 2023-05, Accepting the Donation and Approving the Display of Black History Month Banners

City Attorney Sutphen read Resolution No. 2023-05, Accepting the Donation and Approving the Display of Black History Month Banners, by title only.

RESOLUTION NO. 2023-05

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO BANNERS CELEBRATING BLACK HISTORY MONTH; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ACCEPTANCE AND DISPLAY OF BANNERS; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Parks and Recreation Director Troy Shonk introduced Kay Volmar, who coordinated the donation of the banners. Ms. Volmar answered questions about the project.

Mayor Stile opened public comment.

Janet Manchon, 2108 Oakwood Circle, asked about donating to the project.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION 2023-05, ACCEPTING THE DONATION AND APPROVING THE DISPLAY OF BLACK HISTORY MONTH BANNERS; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

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

CITY MANAGER'S REPORT

City Manager Patrick Comiskey reported the emergency purchase of two three-phase transformers for the electric department. He thanked Library Director Cathy Lunday for her job performance at the library, mentioning excellent circulation numbers.

CITY ATTORNEY'S REPORT

Ms. Sutphen remarked upon Ms. Lunday's superior job performance. She advised regarding response to first amendment auditors. She mentioned the discussion of the joint planning agreement with Lake County had been moved to February 14th.

COMMUNICATIONS AND REPORTS

1. **Council Member John Cataldo**
No report.
2. **Council Member Dennis Dawson**
Councilmember Dawson mentioned meetings he had attended.
3. **Council Member Cal Rolfson**
Councilmember Rolfson mentioned the Florida League of Cities website, the legislative session, and thanked the Fire Department. He also updated regarding a lawsuit which had been dismissed with prejudice.

4. **Council Member Nate Walker**
No report
5. **Council Member Doug Bryant**
No report
6. **Vice-Mayor Marc Crail**
Thanked the organizers of the Unity Walk and mentioned the food drive.
7. **Mayor Crissy Stile**
No report.

FUTURE MEETING DATES

1. **February 7, 2023, 6:00 PM, Regular Session**
2. **February 21, 2023, 6:00 PM, Regular Session**
3. **March 7, 2023, 6:00 PM, Regular Session**
4. **March 21, 2023, 6:00 PM, Regular Session**

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 9:43 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

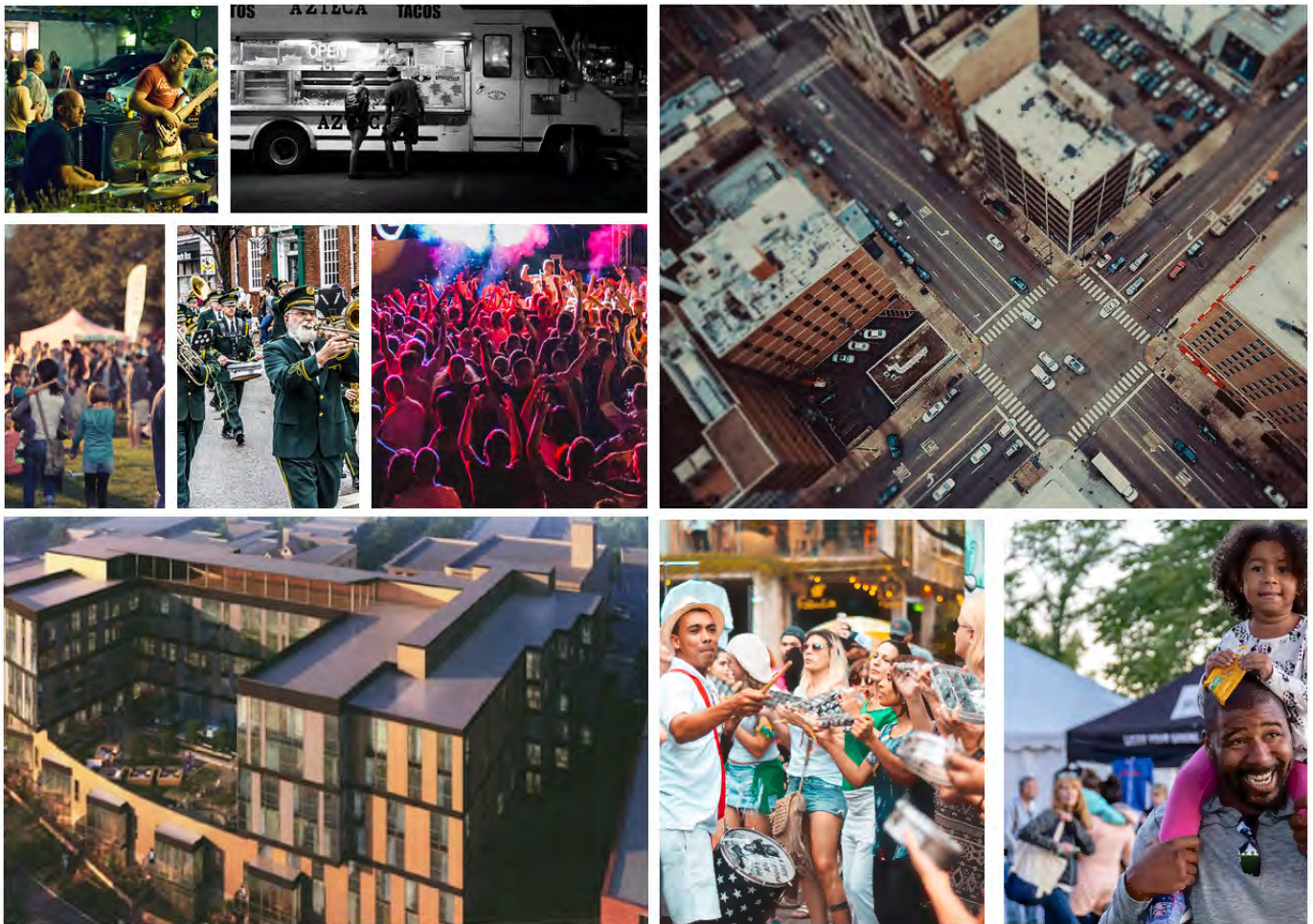
JEANANN HAND, CITY CLERK
City of Mount Dora

EXHIBIT A

Exhibit A is stored at the following link:

<https://files.ci.mount-dora.fl.us/?u=j6QT&p=wWtn>

EXHIBIT B



Jon Stover & Associates (JS&A) works with public, private, and nonprofit organizations to bridge the gap between the very different worlds of local policy, business, and community interest. As Economic Development Consultants, we assess, develop, and implement strategies to strengthen a place economically, visually, and socially.

A certified business enterprise (CBE) located in the District of Columbia, JS&A specializes in economic impact analysis, quantitative business and real estate analysis, neighborhood and commercial revitalization strategy, and creating and implementing policies and programs to bolster local economies.

Founded in 2009, JS&A has completed hundreds of projects around the country for town, city, and state agencies, nonprofit organizations such as Main Streets and Business Improvement Districts, and private developers and business owners.

For more information about our firm, team, and previous experience, visit www.jonstoverandassociates.com.

Our Affiliations

International Downtown Association
American Planning Association
Responsible Hospitality Institute
Staff Certified by the American
Institute of Professional Planners
Main Street America Allied Member



Jon Stover, Managing Partner

Jon Stover is the founder and Managing Partner of Jon Stover & Associates. Mr. Stover is an expert in neighborhood revitalization and public-private economic development initiatives that help local stakeholders achieve a shared vision for their communities. He specializes in real estate market analysis; fiscal and economic impact analysis; development feasibility; inter-agency coordination; and economic development strategies. Mr. Stover has secured, planned, and directed projects working for and partnering with hundreds of county agencies, city departments, community groups, non-profit organizations, neighborhood stakeholder organizations, real estate developers and private business owners.

Education

*University of Pennsylvania
Masters of Urban Planning
School of Design*

*Wharton School of Business
Certificate in Real Estate Development
(Joint Program with School of Design)*

*Cornell University
Bachelor of Science in
City and Regional Planning*

Speaking Engagements

"Tips for Measuring the Impact of Your Program." Downtown Pennsylvania Conference, Pennsylvania Main Streets (2019)

"Building Resiliency on Main Street." Main Street NOW, Seattle (2019)

"Breaking the Black Box of Economic Impact." Main Street NOW, Seattle (2019)

NPR's All Things Considered, Guest Interview (2018)

"Using Data to Bolster Decision Making." Tennessee Retail Summit, Tennessee Main Streets (2018)

"Quantifying the Nighttime Economy in Your City." Sociable City Summit, New Orleans (2018)

"Local and National Retail Trends: How Can We Help Businesses Compete Now and In the Future." DC Main Street Executive Director Training (2018)

"Understanding the Economic and Fiscal Impact of Your Programs." Neighborhoods USA Conference (2017)

Relevant Project Experience

Lake Worth Arts and Cultural Economic Development Strategy | *Lake Worth, Florida
Lake Worth Community Redevelopment Association*

Real Estate and Analysis to Inform Boston Zoning Update | *Boston, Massachusetts
Boston Planning and Development Agency*

Gulfstream Hotel Impact Assessment and ROI | *Lake Worth, Florida,
City of Lake Worth*

Fiscal & Economic Impact Analysis of 3,100-Acre Devel. Proposal | *Clay County, Florida
Sandricourt Farms LLC*

Boynton Beach Economic Development Strategy | *Boynton Beach, Florida
City of Boynton Beach*

Kansas City Urban Redevelopment Strategy | *Kansas City, Missouri
Greater KC Local Initiatives Support Corporation*

Brookhaven Development Feasibility Analysis | *Atlanta, Georgia
City of Brookhaven*

Old South Baton Rouge Economic Development Plan | *Baton Rouge, Louisiana
Center for Planning Excellence, Arts Council*

Downtown East Re-Urbanization Strategy and Small Area Plan | *Washington, DC
DC Office of Planning*

Reunion Square Catalytic Impact Assessment TIF Financing Analysis | *Washington, DC
Four Points, LLC*

Mid City East Small Area Plan | *Washington, DC
DC Office of Planning*

Economic Generators and Catalyst Study | *Prince George's County, Maryland
Maryland – National Capitol Park & Planning Commission*

Economic and Fiscal Impact Study of Hershey Corporation and Tourism | *Hershey, Pennsylvania, RDS, WTL+a, Hershey Corporation*

Real Estate Analysis to Inform Prince George's County-Wide Zoning Rewrite | *Prince George's County, Maryland, Maryland-National Capitol Parks and Planning Commission*



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

DATE: February 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of **Resolution No. 2023-07**, Utility Billing Accounting Adjustment

Introduction:

This is a request for the City Council to approve Resolution No. 2023-07, Utility Billing Accounting Adjustment for FY 2021-2022.

Discussion:

The City provides utility services to customers up front and billing is settled later. Since services are provided before receiving payment, the City has some customers that do not pay for the services provided. When this occurs, staff reaches out to the customer to try to collect the outstanding payment, using methods including follow-up notices and phone calls to remind them of the outstanding balance and encourage payment. However, the longer the customer account goes without a payment, the less likely that any payment at all will be received.

The City has determined it is in its best interest to adjust the applicable accounts for the purpose of more closely aligning the receivables with the actual collectible balances. This leads to an accounting adjustment on the City's Financial Statements to accurately show how much is still outstanding and how much is reasonably expected to be collected. Making this accounting adjustment is consistent with the Governmental Accounting Standards Board, Governmental Accounting, Auditing and Financial Reporting and is in accordance with Generally Accepted Accounting Principles, which lay the framework for accounting practices in the U.S. This adjustment designation means it is unlikely those outstanding balances will ever be collected.

If a customer's account has been written off, this does not erase or forgive that debt. The City can and does collect some portion of the amount owed by those customers. This can be through a lien filed with the Clerk of Court or if the customer returns to the City and requests new services through Utility Billing.

The total adjustments of \$15,092.90 can be found in Exhibit A of the Resolution.

Budget Impact:

The bookkeeping entry to adjust the balance sheet accounts is necessary to properly reflect the matching of revenues and expenditures. Utility and Accounts Receivable accounts will be adjusted \$15,092.90.

Strategic Impact:

Financial and Economic Sustainability.

Recommendation:

City Council to approve Resolution No. 2023-07, Utility Billing Accounting Adjustments.

Attachment(s):

1. Reso 2023-07.Accounting Adjustment.SGS
2. Exhibit A to Accounting Adjustment Resolution

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Rita Meade, Interim Finance Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 12/19/2022
Approved - 1/27/2023
Approved - 1/31/2023
Final Approval - 2/1/2023

RESOLUTION NO. 2023-07

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO UTILITY ACCOUNTING ADJUSTMENTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR ACCOUNTING ADJUSTMENTS; 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, pursuant to the City Charter, the City Manager is responsible for managing and administering the City's General Fund and the various City Enterprise Funds; and

WHEREAS, making accounting adjustments is consistent with the Governmental Accounting Standards Board, Governmental Accounting, Auditing and Financial Reporting and is in accordance with Generally Accepted Accounting Principles; and

WHEREAS, the City has identified certain uncollectible receivables in its various utility accounts which have accumulated; and

WHEREAS, the City has determined that it is in its best interest to adjust the applicable accounts for the purpose of more closely aligning the receivables with the actual collectible balances.

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. Authorization for Accounting Adjustments. The unpaid receivables in the various City utility accounts as set forth in **Exhibit "A"** attached hereto are hereby accepted as uncollectable and all such adjustments shall be posted as of September 30, 2022, as part of the annual audit process.

SECTION 3. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such actions and execute said lease agreements 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 uncollectible receivables in utility accounts, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of February, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

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

Sherry G. Sutphen
City Attorney

Exhibit “A”
Accounting Adjustments

Exhibit "A"

FISCAL YEAR 2021-22 ACCOUNTING ADJUSTMENT

Account #	Date Finald	Name	Service Address	Balance
000000-055851	02/17/2021	PAUL JR, RAYMOND E	1051 S HIGHLAND ST B-1	\$ 61.37
000000-067506	02/18/2021	KEARNEY, APRIL A	145 E 6TH AVE 11	\$ 59.70
000000-065641	03/01/2021	HALL, BRADLEY	1798 STRATHMORE CIR	\$ 5.64
000000-065718	03/04/2021	JONES, KIMBERLY D	3400 LAKE CENTER DR 19207	\$ 123.22
000000-065366	03/04/2021	HOLLIS, JESSICA	3570 LAKE CENTER DR 3201	\$ 96.26
053587-022228	03/09/2021	VALENTI, PAUL	8821 BRIDGEPORT BAY CIR	\$ 26.31
000000-068102	03/09/2021	VILLAS OF MOUNT DORA	3001 JAVENS CIR 16	\$ 14.29
000000-065770	03/11/2021	MEAGHER, ELAINE	930 EMERALD DR	\$ 5.59
053379-011932	03/12/2021	MCNAIR, ROTWISHA	1230 JACKSON AVE	\$ 131.76
000000-067748	03/17/2021	WEDELL, JORDAN	2814 WESTLAND RD	\$ 49.01
000000-062965	03/29/2021	JOHNSON, ALEXIS & ISMAEL	756 E 9TH AVE B	\$ 97.44
069121-018708	03/29/2021	ROBERTS, ROBIN	9082 SAINT ANDREWS WAY	\$ 133.16
000000-068146	03/30/2021	VATTER, DAVID J	157 S RHODES ST	\$ 43.73
000000-066331	04/01/2021	CARPENTER, ALLYSA	1414 WARDELL ST 205	\$ 60.40
000000-068237	04/02/2021	JOY, JOSHUA O	1001 W 11TH AVE	\$ 109.00
042767-016962	04/06/2021	BEHNK, DORIS	1005 BRISTOL LAKES RD 107	\$ 36.55
041771-004208	04/06/2021	BURNETT, VELMA	1113 GOLF CLUB CT	\$ 60.42
000000-068223	04/06/2021	VILLAS OF MOUNT DORA	3001 JAVENS CIR 8	\$ 27.91
054613-022848	04/16/2021	KNUTSON, JERALD	3530 LAKE CENTER DR 26107	\$ 85.51
008479-015294	04/16/2021	JOHNSON JR, ROBERT N	2189 MORNINGSIDE DR	\$ 2.91
058083-019206	04/16/2021	DOMINICK, RAYMOND	6013 TREMAYNE DR	\$ 27.63
025475-007646	04/20/2021	JOHNSON, RONALD & PATRICIA	2320 FLORENCE RD	\$ 82.35
000000-064592	04/23/2021	SANFORD, CHRISTOPHER M	30312 CHEVAL ST	\$ 115.19
000000-068121	04/23/2021	KRALL, TIMOTHY & ASHLYN	5722 QUINTON WAY	\$ 32.97
000000-063963	04/30/2021	MERRETT, JOHN	8896 BRIDGEPORT BAY CIR	\$ 8.83
000000-066257	04/30/2021	LANHAM, ZACHERY S	1606 JEFFERSON DR	\$ 174.65
058831-016834	05/03/2021	DAVANT, KELLY	1001 BRISTOL LAKES RD 203	\$ 117.57
000000-062205	05/04/2021	ALVARADO HERNANDEZ, NAYELI	813 FLORIDA AVE	\$ 3.18
000000-060410	05/14/2021	COLLINS, GARY	30207 CHEVAL ST	\$ 138.61
000000-067528	05/17/2021	GEISLER, CARRIE I	630 E 9TH AVE	\$ 1,104.23
009739-008980	05/18/2021	LA LONDE, JAMES	3690 DALE CT	\$ 14.56
000000-063989	05/19/2021	MCBRIDE, JEROME	1400 EUDORA RD F-59	\$ 23.58
000000-065471	05/21/2021	ERHARDT, SHERRY L	1701 STAFFORD SPRINGS BLVD	\$ 57.10
050479-020938	05/21/2021	POULSEN, NICHOLAS	1912 STRATHMORE CIR	\$ 33.78
000000-066050	05/24/2021	MORGAN, CYNTHIA	784 CHACALL LOOP	\$ 62.49
000000-057190	05/25/2021	ZARATE GONZALEZ, FLAVIO C	1610 E 1ST AVE	\$ 88.78
000000-067764	05/25/2021	SORRELL, JUSTIN & ANASTASHIA	3580 LAKE CENTER DR 2107	\$ 337.06
000000-063611	05/28/2021	BRADENTON COVE CONSTRUCTION, LLC	1930 N DONNELLY ST	\$ 56.23
000000-068261	06/01/2021	DELMAR, SINCLAIR	3771 CACTUS LN	\$ 63.20
000000-066084	06/01/2021	GOTTLIEB, JENNIFER	214 PINECREST RD	\$ 340.77
000000-052408	06/02/2021	VALENTIN, EVELYN E	1414 WARDELL ST 306	\$ 52.32
000000-060628	06/07/2021	SANTILLAN, ANDRES	309 E LINCOLN AVE	\$ 209.00
000000-068910	06/08/2021	VILLAS OF MOUNT DORA	3001 JAVENS CIR 45	\$ 12.21
000000-064380	06/10/2021	BURNETT, ERVIN	801 E LINCOLN AVE	\$ 459.05
000000-068601	06/14/2021	COPELAND, ZENIA	1606 JEFFERSON DR	\$ 62.09
054943-010548	06/16/2021	NEWTON, ETTA	107 LISA DR	\$ 280.69
049853-021458	06/18/2021	MATLACK, NEIL	5061 GANDROSS LN	\$ 143.54
000000-068148	06/24/2021	KENNEDY, MICHAEL E	20010 US HIGHWAY 441 OLD	\$ 97.18
000000-067399	06/29/2021	SMITH, SANTANA L	3570 LAKE CENTER DR 3202	\$ 16.49
000000-065298	07/02/2021	PIERCE, RONNICA	1400 EUDORA RD D-35	\$ 15.12
000000-062298	07/07/2021	GOURLAY, BRUCE & SHARON	715 E 1ST AVE	\$ 138.70
059287-023884	07/08/2021	BOBBY HUGGINS OR DEBBI SMITH	30307 CHEVAL ST	\$ 123.36
000000-065928	07/12/2021	WILLIAMS, ROBIN	3001 NORTHLAND RD 77	\$ 64.46
000000-053526	07/16/2021	HANNA, DORIS M	742 HACKETT CT	\$ 55.21
000000-062899	07/19/2021	LABELLE, JOHN	3188 BETH PAGE LOOP	\$ 170.92
000000-065482	07/22/2021	MITCHELL, LEAH & MICHAEL	1012 E 10TH AVE	\$ 130.38
000000-067882	07/22/2021	BASH, RANDY	3825 BRANCH AVE	\$ 52.68
000000-061956	07/23/2021	BRITO, JACQUELINE & DARIO	1204 E 11TH AVE	\$ 40.98
000000-066226	07/23/2021	PARKER, WILLIS	3001 NORTHLAND RD 43	\$ 6.55
000000-068706	07/23/2021	RHODES BUILDING COMPANY, LLC	3224 STATE ROAD 44	\$ 21.98
000000-067613	07/23/2021	COLE, ANNE	30147 TOKARA TER	\$ 38.83

Exhibit "A"

FISCAL YEAR 2021-22 ACCOUNTING ADJUSTMENT

036411-010532	07/27/2021 HUGHES, JACKIE FIEN	69 CURRIN BLVD	\$	242.83
000000-064213	07/30/2021 MORRIS, RONALD & JOY	6060 TREMAYNE DR	\$	91.27
046385-019518	07/30/2021 PARK, THOMAS E	2203 WOLFRIDGE LN	\$	60.81
000000-069058	08/02/2021 VILLAS OF MOUNT DORA	3001 JAVENS CIR 52	\$	29.45
000000-064453	08/03/2021 MCBRIDE, LUANNE & LACEY	1715 E 1ST AVE 1/2	\$	795.07
000000-069136	08/03/2021 VILLAS OF MOUNT DORA	3001 JAVENS CIR 23	\$	32.07
000000-063459	08/05/2021 LAUBE, KAREN	2307 NATOMA BLVD	\$	131.90
000000-066931	08/05/2021 COPELAND, TAYA	1414 WARDELL ST 101	\$	394.15
000000-064824	08/06/2021 DINI, ANTONIO	30121 LOSINO CV	\$	309.24
000000-063062	08/09/2021 HOLM, CASSANDRA L.	2106 KEN CT	\$	129.66
051009-010670	08/10/2021 GATES, JOEL	72 CLIFF DR	\$	272.84
024751-015412	08/10/2021 BOHMAN, JERRY & ELKE	575 SENECA OAK CIR	\$	118.37
000000-063939	08/10/2021 BAILEY, SHAQUILLE D	1414 WARDELL ST 309	\$	21.90
000000-065500	08/11/2021 HUFFMAN, ASHLIE	1512 N GRANDVIEW ST	\$	584.08
000000-066189	08/12/2021 SIMMONS, TAKESHIA	815 FLORIDA AVE	\$	34.41
000000-060491	08/16/2021 BLEVINS, MARY BETH	1285 OAK DR	\$	108.67
000000-066122	08/17/2021 SHUPERT, JUSTIN	1515 PLYMOUTH AVE	\$	63.49
000000-066042	08/26/2021 SPINKS, ANTHONY	1400 EUDORA RD A-9	\$	296.73
000000-066469	08/26/2021 FLORES, JAVIER	1285 INDIANA AVE	\$	478.68
000000-059441	08/26/2021 WILLIAMS, JAMES	6329 ROLDEN CT	\$	65.93
000000-066732	08/30/2021 HILL, TAFOYIA	3340 LAKE CENTER DR 12207	\$	159.20
000000-055513	08/31/2021 MCGEE III, LEROY	4853 HAVILLAND DR	\$	65.57
000000-065479	09/01/2021 DARFUS, MCKENZIE & DIAL, COLTON	416 N SIMPSON ST	\$	182.68
000000-063675	09/02/2021 BORJA, ASHLEY K	1745 STRATHMORE CIR	\$	91.93
009653-008898	09/03/2021 HOPKINS, KAREN ANN	3505 PERKINS AVE	\$	19.24
000000-066980	09/07/2021 WATKINS, CEDAJA	1400 EUDORA RD E-51	\$	211.60
000000-066578	09/08/2021 HEMBY, NICHOLAS	445 E 11TH AVE	\$	189.26
000000-065446	09/09/2021 P&S ADVENTURES LLC	237 W 4TH AVE STE 4	\$	407.05
000000-064251	09/14/2021 WOOD, JOHN	1022 E 3RD AVE	\$	264.46
000000-056906	09/14/2021 METZLER, ROBERT	3330 LAKE CENTER DR 15208	\$	134.17
000000-065963	09/16/2021 BAUGHMAN, KATHARINE	1001 BRISTOL LAKES RD 211	\$	103.74
000000-063750	09/20/2021 BOEDDEKER, ELLEN	1510 INDIANA AVE	\$	70.39
000000-054350	09/21/2021 THOMAS, RANDY	1620 E 1ST AVE	\$	282.61
000000-055719	09/22/2021 MURPHY, AARON AND GLORIA	980 W 11TH AVE	\$	283.25
063221-014392	09/22/2021 SAVOIE, MICHELLE L	589 DORSET CT	\$	148.24
000000-062543	09/22/2021 WATSON, WESLEY	1175 SIMPSON LN	\$	16.62
000000-066835	09/28/2021 ROBINSON, JABRIELLE	3001 NORTHLAND RD 70	\$	59.66
000000-064819	09/28/2021 MITCHELL, CHELSEA	1424 N TREMAIN ST	\$	390.11
000000-052775	09/29/2021 DUNKEL, RICHARD C	636 N TREMAIN ST	\$	258.92
000000-069908	09/30/2021 SETON - MT DORA LLC	2744 OLD US HIGHWAY 441	\$	1,187.97
			\$	15,092.90



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

DATE: February 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request approval of Piggyback Agreement between the City of Mount Dora and I.C. System, Inc. related to collection services

Introduction:

This is an opportunity for Council to approve the Piggyback agreement between the City of Mount Dora and I.C. System, Inc.

Discussion:

The City of Ocala competitively solicited and negotiated an agreement with I.C. System, Inc. for collection services. The City of Mount Dora desires to enter into a contract with I.C. System, Inc. under the same terms and applicable conditions as that agreement with the City of Ocala. Florida Statutes Chapter 287 authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by the City of Ocala and agreements relating therefrom.

Amounts owed to the City are primarily due to providing utility services to customers with billing settlement taking place after the services are provided. Since services are provided before receiving payment, inevitably, the City has some customers who do not pay for the services received. When this occurs, staff reaches out to the customer to try to collect the outstanding amount, using methods including follow-up notices and phone calls to the customer to remind them of the outstanding balance and encourage payment. However, the longer the customer account goes without payment, the less likely it is that any payment will be received.

Once the City has determined which customer balances are unlikely to be uncollected, an accounting adjustment to the City's Financial Statements is prepared to accurately show how much is still outstanding and reasonably expected to be collected. However, this write-off process does not forgive the debit. The City can and does collect some portion of the amounts owed by those customers. This can be through a lien filed with the Clerk of Court, or when the customer returns to the City and requests new services through Utility Billing. In the event the

customer does not own the property (which means a lien cannot be filed) or does not return to the City, these balances remain uncollectible.

Additionally, the City bills for miscellaneous services. Although the balance of these accounts is usually substantially less than the utility services, these debts can also become delinquent. Staff reaches out to the customer to try to collect the outstanding payment with follow-up notices and phone calls. However, some of these balances are also determined to be uncollectible and a write-off accounting adjustment is made.

The City has not used a collection agency in the past. One reason for this choice is that many agencies require social security numbers in order to pursue payment on accounts turned over to them for collection. Due to privacy concerns, the City does not ask customers to provide social security numbers. The utility customers do, however, provide copies of their driver's licenses, and a collection agency can use this information in order to try to collect the amounts owed.

Budget Impact:

There is no budget impact on using this collection agency. Their compensation for services is paid directly by the delinquent customer in addition to the principal balance due and owed by the customer. This can result in an increase in cash to the City.

Strategic Impact:

This item contributes to conserving government funds and resources.

Recommendation:

City Council to approve Piggyback Agreement between City of Mount Dora and I.C. System, Inc. for collection services.

Attachment(s):

1. Piggyback Agreement.I.C. System.SGS
2. Exhibit A Cooperative Contract between the City of Ocala and I.C. System, Inc.

Prepared by: Rita Meade, Interim Finance Director

Reviewed by: Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 1/31/2023

Approved - 1/31/2023

Final Approval - 2/1/2023

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 I.C. SYSTEM, INC., a foreign for-profit corporation duly organized in Minnesota and authorized to do business in the State of Florida (EIN: 41-0739183) 441 Highway 96 East, St. Paul, Minnesota 55127, hereinafter referred to as the “CONTRACTOR”.

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest to make a purchase, utilizing that Agreement for Utility Debt Collection Services between the City of Ocala and the CONTRACTOR, dated August 19, 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 Ocala through ITB No.: FIN/210257; 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 extend from the date of execution by the CITY through and including August 17, 2025, and may be renewed for two (2) additional periods of one (1) year each.

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: I.C. System, Inc.
441 Highway 96 East
St. Paul, Minnesota 55127

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: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@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. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 15. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 16. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 17. 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.

SECTION 15. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this _____ day of _____, 2023.

CITY OF MOUNT DORA

CR. SSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Sherry G. Sutphen
City Attorney

CONTRACTOR

Print: John Erickson, Jr.
Title: President and CEO

Minnesota
STATE OF ~~FLORIDA~~
COUNTY OF *Ramsey*

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization of *John Erickson, Jr.*, as *President and CEO* of *J. C. System, Inc.*, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who ~~did~~ did not take an oath this *30th* day of *January*, 2023.

(stamp)

NOTARY PUBLIC



Exhibit “A”
Cooperative Contract between the
City of Ocala and I.C. System, Inc.

AGREEMENT FOR UTILITY DEBT COLLECTION SERVICES

THIS AGREEMENT FOR UTILITY DEBT COLLECTION SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **I.C. SYSTEM, INC.**, a foreign for-profit corporation duly organized in Minnesota and authorized to do business in the State of Florida (EIN: 41-0739183) ("Collector").

WHEREAS, on April 28, 2021, City issued an Invitation to Bid ("ITB") for the provision of utility debt collection services, ITB No.: FIN/210257 (the "Solicitation"); and

WHEREAS, a total of nine (9) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by I.C. System, Inc. was found to be the lowest; and

WHEREAS, I.C. System, Inc. was chosen as the intended awardee to utility debt collection services (the "Services"); and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Collector agree as follows:

1. **RECITALS.** City and Collector hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Collector shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Services (A-1 through A-3)
- Exhibit B: Collector's Proposal (B-1 through B-9)

If there is a conflict between the individual Exhibits regarding the scope of services to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Collector shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Collector to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Services** The Scope of Services under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** As full and complete compensation for Collector's services under this Agreement Collector shall be entitled to a flat fee of **SEVEN PERCENT (7%)** of the principal amount of any delinquent account collected by Collector (the "Collection Fee"). This Collection Fee shall be paid directly by the delinquent customer in addition to the principal balance due and owing by said customer. The Collection Fee shall remain firm for the initial term of this Agreement. City reserves the right to negotiate the Collection Fee for any subsequent or renewal term.
 - A. **No Authority to Settle or Compromise.** Collector shall have no authority to accept a compromise or settlement on any delinquent account without the prior approval of the City's Finance Director. Collector shall notify the City Project Manager upon receipt of any offer to settle or compromise on any delinquent account. City may work with Collector in rendering a decision concerning any offer to settle or compromise but the right to make any final determination regarding settlement or compromise rests solely with City.
 - B. **Payments Made Directly to City by Delinquent Customers.** In the event that a delinquent customer remits payment directly to City on a delinquent account, City agrees to: (i) notify Collector of the receipt of said payment by the end of the business day that the payment was received; and (ii) hold the Collection Fee attributable to said payment in escrow for Collector. Any funds so collected and held by City shall be transferred to Collector on a monthly basis.
 - C. **Return of Delinquent Accounts Sent in Error.** Upon City's request, Collector shall return to City and discontinue performing any further collection services for any delinquent account sent to Collector in error. The return of any erroneously issued delinquent account shall not be subject to any charge or billed commission to City.
 - D. **Return of Uncollected Accounts.** All accounts placed with Collector which remain uncollected after **ONE (1) YEAR** shall be returned to City with no collection efforts made by the Collector thereafter. The return of any uncollected account shall not be subject to any charge or billed commission to City.
 - E. **Expenses.** Collector shall furnish, at its own expense, any and all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, printing, binding, postage and delivery, travel, and advertising required for the performance of its obligations under this Agreement
 - F. **Invoice Submission.** All invoices submitted by Collector shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Collector shall submit the

original invoice through the responsible City Project Manager at: **City of Ocala Customer Service Office, Attn: Veronica Martinez, E-Mail: vmartinez@ocalafl.org.**

- G. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - H. **Excess Funds.** If due to mistake or any other reason Collector receives payment under this Agreement in excess of what is provided for by the Agreement, Collector shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Collector's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
 - I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Collector shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Collector be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **AUGUST 18, 2021** and continue for a term of **FOUR (4) YEARS** through and including **AUGUST 17, 2025**. This Agreement may be renewed for up to **TWO (2)** additional **ONE-YEAR** (1-year) periods by written consent between City and Collector.
 6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, pandemics, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Collector performance shall be extended for a number of days equal to the duration of the force majeure. Collector shall be entitled to an extension of time only and, in no event, shall Collector be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Collector to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Collector written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Collector by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Collector fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Collector fails to complete the services required within the time stipulated in the Agreement; or
- (3) Collector fails to make progress in the performance of the Agreement and/or gives City reason to believe that Collector cannot or will not perform to the requirements of the Agreement.

- B. **Collector 's Opportunity to Cure Default.** City may, in its sole discretion, provide Collector with an opportunity to cure the violations set forth in City's notice of default to Collector. Collector shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Collector to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

- C. **City's Remedies Upon Collector Default.** In the event that Collector fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
 - (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another collector to complete the required services in accordance with the needs of City;
 - (3) City shall be entitled to recover from Collector all damages, costs, and attorney's fees arising from Collector 's default prior to termination; and
 - (4) City shall be entitled to recovery from Collector any actual excess costs by: (i) deduction from any unpaid balances owed to Collector; or (ii) any other remedy as provided by law.
 - D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Collector without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
 - E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Collector shall immediately discontinue all services as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Collector shall be entitled to receive compensation solely for: (1) the actual cost of the services completed in conformity with this Agreement; and/or (2) such other costs incurred by Collector as permitted under this Agreement and approved by City.
8. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Collector's performance. Any such evaluation will become public record.
9. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any firm who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
10. **COLLECTOR REPRESENTATIONS.** Collector expressly represents that:
 - A. Collector has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they

are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the services to be performed by Collector under this Agreement.

- B. Collector has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Collector in the Contract Documents, and that the City's written resolution of same is acceptable to Collector.
- C. Collector is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- D. Neither Collector, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Collector understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Collector further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform services as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. **COLLECTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Collector:

- A. Collector shall competently and efficiently supervise, inspect, and direct all services to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the services in accordance with the Contract Documents.
- B. Collector shall be solely responsible for the means, methods, techniques, sequences, or procedures incident thereto.
- C. Collector shall be responsible to see that the services provided comply accurately with the contract and the intent thereof.

- D. Collector shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Collector shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Collector and City may otherwise agree in writing.
12. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Collector or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
13. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Collector. City has the authority to request changes in the service in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop services or to suspend any services.
14. **GENERAL LIABILITY INSURANCE.** Collector shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Coverage for contractual liability is also required.
 - D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Collector. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
15. **EMPLOYEE DISHONESTY/FIDELITY BOND, INSIDE MONEY AND SECURITIES COVERAGE.** For the term of this Agreement and any subsequent renewals, Collector shall be required to obtain and maintain, at Collector's expense, Employee Dishonesty, Third Party Fidelity Bond and Inside Money and Securities coverage for City-owned property in the care, custody, or

control of the Collector. Coverage limits shall not be less than \$ 1,000,000. The policy shall include as loss payee the City of Ocala.

16. **ERRORS AND OMISSIONS.** For the term of this Agreement and any subsequent renewals, Collector shall be required to obtain and maintain, at Collector's expense, Errors and Omissions Insurance providing coverage to Collector and its agents with limits of at least \$1,000,000. This insurance shall be written by an insurer who possess an A.M. Best rating of at least an "A" and shall include the City of Ocala as loss payee.

17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Collector shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Collector shall ensure any and all subcontractors have coverage as required by applicable statutes. Collector is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. **Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.**

18. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Collector. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Collector's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Collector. **No services shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Services shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Collector's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Collector is responsible for the amount of any deductible or self-insured retention.

C. Certificates of Insurance. Collector shall provide a Certificate of Insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department- 3rd Floor, 110 SE Watula Ave, Ocala, FL 34471, e-mail: vendors@ocalafl.org.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Collector fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Collector under this Agreement, Collector shall be considered to be in default of this Agreement.
 - E. Severability of Interests. Collector shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
 - F. Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.
19. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Collector shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
20. **SUBCONTRACTORS**. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Collector or any other persons or organizations having a direct contract with Collector, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Collector or any other persons or organizations having a direct contract with Collector , except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Collector, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
21. **DELAYS AND DAMAGES**. The Collector agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract

occasioned by any act or omission to act by the City except as provided in the Agreement. The Collector also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the services in accordance with the provision in the standard specification.

22. **INDEPENDENT CONTRACTOR STATUS.** Collector acknowledges and agrees that under this Agreement, Collector and any agent or employee of Collector shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and services required under this Agreement. Neither Collector nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Collector nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Collector in its performance of its obligations under this Agreement.
23. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
24. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the services to be performed by Collector under this Agreement be abandoned, or should Collector become insolvent, or if Collector shall assign or sublet the services to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such services as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
25. **PUBLIC RECORDS.** Collector shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Collector shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Collector does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Collector or keep and maintain public records required by the public agency to perform the service. If Collector transfers all public records to the public agency upon completion of the contract, Collector shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Collector keeps and maintains public records upon completion of the contract, Collector shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF COLLECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COLLECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 26. **AUDIT.** Collector shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 27. **PUBLICITY.** Collector shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 28. **E-VERIFY.** In accordance with Executive Order 11-116, Collector shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Collector

shall also require all subcontractors performing services under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

29. **CONFLICT OF INTEREST.** Collector is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Collector shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Collector 's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
30. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
31. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
32. **INDEMNITY.** Collector shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Collector , its agents, and employees.
33. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

34. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Collector: I.C. System, Inc.
 Attention: Phil Aune
 444 Highway 96 East
 St. Paul, Minnesota 55127
 Phone: 651-481-6505
 E-mail: paune@icsystem.com

If to City of Ocala: Tiffany Kimball, Contracting Officer
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8366
 Fax: 352-690-2025
 E-mail: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
 Gilligan, Gooding, Batsel, & Anderson, P.A.
 1531 SE 36th Avenue
 Ocala, Florida 34471
 Phone: 352-867-7707
 Fax: 352-867-0237
 E-mail: rbatsel@ocalalaw.com

35. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees,

administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

36. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

37. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

38. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

39. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

40. **MUTUALITY OF NEGOTIATION.** Collector and City acknowledge that this Agreement is a result of negotiations between Collector and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
41. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
42. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
43. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
44. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
45. **ELECTRONIC SIGNATURE(S).** Collector, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
46. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
47. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 08 / 19 / 2021.

ATTEST:

CITY OF OCALA



Angel B. Jacobs
City Clerk



Justin Grabelle
City Council President

Approved as to form and legality:

I.C. SYSTEM, INC.



Robert W. Batsel, Jr.
City Attorney



By: Michelle Dove
(Printed Name)

Title: General Counsel /
CCO
(Title of Authorized Signatory)

Collector will provide consumer debt collection services.

All work shall be coordinated through City Project Manager Veronica Martinez, (352) 629- 8246, e-mail: VMartinez@ocalafl.org. Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

Background

The City of Ocala provides utility billing and collection of all utility accounts for an approximate 60,000 utility customers. The accounts currently submitted for collections are 60-day past due utility accounts. Services provided by the City are electric, water and sewer, garbage, stormwater, and telecommunications.

Collector Qualifications

1. Collector must be licensed in all states (unless the state requires an office or representative domiciled within that state) have a minimum of five (5) years' experience with collections and skip tracing.
2. Bilingual collectors (fluent in English and Spanish) must be available during regular business hours as needed for City accounts.
3. Collector must be capable of providing all the services requested and shall be fully responsible for all work performed under the Contract. No portion of the Contract may be subcontracted. This agreement is neither assignable nor acquirable should the Collector be acquired by another company, unless prior written consent is acquired by the City of Ocala.
4. Collector must be fully compliant with the Red Flag Rules (Section 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003).
5. Collector shall fully comply with state and federal consumer and collection practice laws, including the Fair Debt Collection Practice Act, and all the Truth and Lending Laws.

Collector Responsibilities

1. Perform all necessary services on the City's behalf to obtain collection of amounts due to the City on utility accounts that are a minimum of sixty (60) days old and submitted to the Collector.
2. Collection activities, which include, but are not limited to, telephone contact, mail correspondence, skip tracing, and credit bureau reporting.
3. Provide monthly reports to the City detailing monthly collections by account type (e.g. commercial or residential).
4. Collector shall provide a summary report detailing by year the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date.
5. Remit the amount due to the City resulting from payments made directly to Collector by 15th of each month.

6. Return to the City at no charge or billed commission any account previously submitted or sent in error, which is requested to be returned by the City and if not collected within 90 days.
7. Provide notification to the City during same business day of any file transmission error or system interruption, and verification to the City of receipt of the completed file transmission.
8. Provide a primary and secondary contact person for daily operational issues.
9. Meet with the City a minimum of once a year. These meetings shall be conducted in person or by other electronic means to discuss the successes and/or failures in that year and all future goals for the following year.
10. Maintain confidentiality of all documents and information provided by the City, except to disclosure required by State and Federal laws and regulations.
11. Maintain a complete, separate and detailed record of each account (using the City's account, citation, or case number), including all collection actions taken for related transaction and communications, for a period of no less than seven (7) years after termination of the collection action of each account. These records shall be available for inspection purposed during reasonable business hours for seven (7) years after termination of the collection Contract.
12. Employ a Certified Public Accountant firm to perform an annual financial audit. A copy of the audit report shall be sent annually to the City's Finance Director.
13. Allow for time payment arrangements and place this statement on all collection notices.
14. Collector shall not have the authority to accept a compromise settlement on any account without written consent of the City's Finance Director.
15. The principal amount of the debt shall include a collection fee and will be remitted upon collection to the City. The City may modify its collection methods via changes to the City's Ordinances. Collector will have to modify accordingly.
16. Collector's dishonored check fee shall not exceed the customary acceptable dishonored check fees in the industry.
17. Provide access to Collector's database for real-time account view.
18. Provide list of accounts no longer being pursued, and the reason why.
19. Accept any account submitted to Collector regardless of account amount or age of the receivable.
20. Return uncollected accounts after one-year with Collector.
21. Accept demographic information of: Name, Address, Phone Number, Social Security Number, and amount to collect.
22. City shall not pay Collector for any payments received directly to the City.
23. Maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS).

24. Collector must secure stored cardholder data in accordance with the PCI Data Storage guidelines.
25. Collector must acknowledge and agree that cardholder data will only be used for executing and completing the specified contracted services, or as required by the PCI DSS, or to comply with applicable laws and regulations.
26. Validate data sanitization with a certificate of data destruction to contract-designated City personnel within a reasonable timeframe, not to exceed 60 days.
27. Notify the City within 72 hours of discovering a data breach, intrusion, or otherwise unauthorized access to stored cardholder data.
28. Agree to assume responsibility for any/all costs related to breach, intrusion, or unauthorized access to cardholder data that the service provider has entrusted to Collector.
29. Agree to assume responsibility for informing affected individuals as per applicable law.



Proposal to
City of Ocala
Consumer Debt Collections
May 3, 2021
Attn: Office of the City Clerk

Submitted by:
IC System
Karen Jonas
Senior Vice President Business
Development
651.201.8393
KJonas@ICSystem.com

@ 444 Highway 96 E.
St. Paul, MN 55127



1.800.443.4123



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IC System

Proposal for Consumer Debt Collections

Cover Letter

Office of the City Clerk
City of Ocala
City Hall
110 SE Watula Avenue
Ocala, FL 34471

RE: Consumer Debt Collection – Turnkey Solution

To Whom it May Concern:

I am pleased to submit our response to the City of Ocala for consumer debt collection recovery of delinquent commercial and residential accounts.

After a careful review of the requirements outlined in the Scope of Work, we fully understand the work to be performed and are well prepared to provide exceptional debt collection services to the City of Ocala with our turnkey solution.

From our founding in 1938 in St. Paul, MN, as a privately held receivables management 'C' corporation, IC System has maintained sound business practices, long-term financial stability, and fostered a reputation of excellence that grows every day. With clients throughout the United States, Puerto Rico, and Canada, we have been in continuous operation since our founding.

IC System employs 570 employees having direct phone contact with more than 2 million people annually. The company's growth and reputation are some of the best in our industry, reflecting the dedication of our employees and the visionary leadership of our management team.

Credentialed with IRS 1075, SOC2 Type II, PCI-DSS Level 1, S2Score of 'Excellent,' prestigious PPMS certification from ACA International, BBB A+ rating, ISO/IEC 27002, and more, our achievements reflect the dedication of IC System to provide the most professional collection service guided by core values of:

People: We treat PEOPLE with dignity and respect.

Integrity: We do the RIGHT THING.

Performance: We deliver RESULTS that exceed expectations.

Pride: We are PROUD of what we do and how we do it.

Innovation: We find BETTER WAYS to get things done.



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i

IC System is a positive, open, inviting place to work. It is a culture to be envied, which is appreciated by our clients and the consumer as recorded in our CSAT (Customer Satisfaction Survey) results that indicates over 98% of those responding agree they have been treated professionally.

In a world where secure financial data is mandated, IC System stands tall. Our comprehensive proprietary software, ICETM (Intelligent Collections Engine), is built from the hardware up for data protection and transmission speed. Designed specifically to streamline collection activities with embedded compliance routines, automated monitoring, and smart data intelligent algorithms, ICETM delivers easy-to-use web tools maximizing efficiencies for both the consumer and our clients. Our ability to accelerate contact with the consumer using ICETM results in larger recovered revenue for our clients. We know speed counts. The quicker we are able to speak with the consumer, the higher the return ratio. That's why we emphasize ongoing professional training for our people and invest so heavily in technology tools. We are smarter and faster than the competition. We are better.

Thank you again for the opportunity of submitting our response to your RFP. Should you have any questions about our response, or the company, please feel free to contact Senior Vice President of Business Development, Karen Jonas, whose contact information appears on the cover. We have reviewed your Terms and Conditions as well as your insurance requirements, and we take no exception.

We look forward to building a partnership of success together.

Sincerely,



Mr. John Erickson, Jr.
President and CEO



Exhibit A - Scope of Work

Bidder Qualifications

1. **The agency must be licensed in all states (unless the state requires an office or representative domiciled within that state) have a minimum of five (5) years' experience with collections and skip tracing.**

IC System, a financial services management company, was founded in 1938 in the State of MN as a 'C' corporation. We are licensed and bonded in all 50 states, Puerto Rico, and Canada.

2. **Bilingual collectors (fluent in English and Spanish) must be available during regular business hours as needed for City accounts.**

Yes, IC System employs collection representatives who are fluent in English and Spanish. They are available during regular business hours as needed for City accounts.

3. **The agency must be capable of providing all the services requested and shall be fully responsible for all work performed under the contract. No portion of the contract may be subcontracted. This agreement is neither assignable nor acquirable should the winning bidder be acquired by another company, unless prior written consent is acquired by the City of Ocala.**

IC System agrees and will comply.

4. **The collection agency must be fully compliant with the Red Flag Rules (Section 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003).**

Yes, IC System is fully compliant with Red Flag Rules, (Section 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003), an amendment to the Fair Credit Reporting Act.

5. **The agency shall fully comply with state and federal consumer and collection practice laws, including the Fair Debt Collection Practice Act, and all the Truth and Lending Laws.**

Yes, IC System complies with all federal and state consumer and collection practice laws, including the Fair Debt Collection Act, and all the Truth and Lending Laws.

Bidder Responsibilities

Perform all necessary services on the City's behalf to obtain collection of amounts due to the City on utility accounts that are a minimum of sixty (60) days old and submitted to the collection agency.

IC System understands and agrees.



Collection activities, which include, but are not limited to, telephone contact, mail correspondence, skip tracing, and credit bureau reporting.

IC System understands and agrees. IC System's collection solution for City of Ocala will take place over the following steps.

Segment	Collection Efforts
Segment 1 Balance of \$1500 or more	Day 1-30 2 call attempts per day, first 2 weeks from placement, up to 40 call attempts - Inbound IVR available 24/7 - Manual work effort weekly - Manual skip tracing - Automated skip efforts - Validation Letter sent
	Day 31-60 1 call attempt per day, up to 20 call attempts - Inbound IVR available 24/7 - Automated skip efforts - Manual work effort by descending balance, bi-weekly - Compromise offer letter sent (if applicable)
	Day 61-120 1 call attempt every other day - Inbound IVR available 24/7 - Automated skip efforts - Manual work effort by descending balance, monthly
	Day 121-365 1 call attempt per week - Inbound IVR available 24/7 - Manual work effort by descending balance, monthly
	Day 365+ Work efforts resume when new or additional information is acquired.
Segment 2 Balance between \$750 and \$1499	Day 1-30 2 call attempts per day, first 2 weeks from placement, up to 40 call attempts - Inbound IVR available 24/7 - Manual work effort weekly - Manual skip tracing - Automated skip efforts - Validation Letter sent
	Day 31-60 1 call attempt per day, up to 20 call attempts - Inbound IVR available 24/7 - Automated skip efforts - Manual work effort by descending balance, bi-weekly - Compromise offer letter sent (if applicable)
	Day 61-120 1 call attempt every other day - Inbound IVR available 24/7 - Automated skip efforts - Manual work effort by descending balance, monthly
	Day 121-365 1 call attempt per week



IC System

Proposal for Consumer Debt Collections

	- Inbound IVR available 24/7 - Manual work effort by descending balance, monthly
	Day 365+ Work efforts resume when new or additional information is acquired
Segment 3 Balance between \$500 and \$749	Day 1-30 1 call attempt per day, first 2 weeks from placement, up to 20 calls/attempts - Inbound IVR available 24/7 - Manual work effort weekly - Automated skip efforts - Validation Letter sent
	Day 31-60 1 call attempt every other day, up to 10 call attempts - Inbound IVR available 24/7 - Automated skip efforts - Manual work effort by descending balance, monthly - Compromise offer letter sent (if applicable)
	Day 61-120 1 call attempt every other week - Inbound IVR available 24/7 - Manual work effort by descending balance, monthly
	Day 121-365 1 call attempt monthly - Inbound IVR available 24/7
	Day 365+ Work efforts resume when new or additional information is acquired
Segment 4 Balance between \$125 and \$499	Day 1-30 1 call attempt per day, first 2 weeks from placement, up to 20 calls/attempts - Inbound IVR available 24/7 - Manual work effort weekly - Automated skip efforts - Validation Letter sent
	Day 31-60 1 call attempt every other day, up to 10 call attempts - Inbound IVR available 24/7 - Automated skip efforts - Compromise offer letter sent (if applicable)
	Day 61-120 1 call attempt every other week dialer rotation - Inbound IVR available 24/7
	Day 121-365 1 call attempt monthly - Inbound IVR available 24/7
	Day 365+ Work efforts resume when new or additional information is acquired
Segment 5 Balance equal to or less than \$124.99	Day 1-30 1 call attempt every other day dialer rotation, up to 10 call attempts - Inbound IVR available 24/7 - Automated skip efforts



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	Validation Letter sent
Day 31-60	1 call attempt every other day dialer rotation, up to 10 call attempts - Inbound IVR available 24/7
Day 61-120	1 call attempt monthly - Inbound IVR available 24/7
Day 121-365	1 call attempt monthly dialer rotation - Inbound IVR available 24/7
Day 365+	Work efforts resume when new or additional information is acquired

Provide monthly reports to the City detailing monthly collections by account type (e.g. commercial or residential).

IC System understands and agrees. Reports may be generated by account type. This is a standard feature of our proprietary software, ICE™.

Summary report detailing by year the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date.

IC System will provide this report.

Remit the amount due to the City resulting from payments made directly to the agency by 15th of each month.

IC System understands and agrees.

Return to the City at no charge or billed commission any account previously submitted or sent in error, which is requested to be returned by the City and if not collected within 90 days.

IC System understands and agrees.

Provide notification to the City during same business day of any file transmission error or system interruption, and verification to the City of receipt of the completed file transmission.

IC System notifies the client via email the completion status of each file transmitted - within minutes.

Provide a primary and secondary contact person for daily operational issues.

IC System provides the following Primary and Secondary contact person for daily operational issues. Primary Contact: Jenna Grendahl, Secondary Contact: Kimberly Dickinson



IC System

Proposal for Consumer Debt Collections

Meet with the City a minimum of once a year. These meetings shall be conducted in person or by other electronic means to discuss the successes and/or failures in that year and all future goals for the following year.

IC System looks forward to regularly scheduled meetings with our clients. Whether in-person or remotely, good communication is the key to building relationships

Maintain confidentiality of all documents and information provided by the City, except to disclosure required by State and Federal laws and regulations.

IC System will comply.

Maintain a complete, separate and detailed record of each account (using the City's account, citation, or case number), including all collection actions taken for related transaction and communications, for a period of no less than seven years after termination of the collection action of each account. These records shall be available for inspection purposed during reasonable business hours for seven years after termination of the collection contract.

IC System maintains a separate, secure detailed electronic record for each account in our proprietary software, ICETM (Intelligent Collections Engine).

Employ a Certified Public Accountant firm to perform an annual financial audit. A copy of the audit report shall be sent to the City's Finance Director Annually.

IC System's public accounting firm is RSM, US, LLP, 801 Nicollet Mall UNIT 1100, Minneapolis, MN 55402. Our company undergoes a financial audit annually.

Allow for time payment arrangements and place this statement on all collection notices.

IC System understands and agrees. A time payment statement that informs the consumer of available arrangements will be placed on all collection notices.

Shall not have the authority to accept a compromise settlement on any account without written consent of the City's Finance Director.

IC System will not accept a compromised settlement on any account without written consent from the City's Finance Director.

The principal amount of the debt shall include a collection fee and will be remitted upon collection to the City. The City may modify its collection methods via changes to the City's Ordinances. The successful bidder will have to modify accordingly.

IC System understands and agrees.

The agency's dishonored check fee shall not exceed the customary acceptable dishonored check fees in the industry.

IC System understands and agrees.

Provide access to agency's database for real-time account view.

IC System understands and agrees.



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Proposal for Consumer Debt Collections

Provide list of accounts no longer being pursued, and the reason why.

IC System will comply.

Accept any account submitted to the agency regardless of account amount or age of the receivable.

IC System understands and agrees.

Return uncollected accounts after one-year with collection agency.

IC System understands and agrees.

Accept demographic information of Name, Address, Phone Number, Social Security Number, and amount to collect.

IC System understands and agrees.

City shall not pay bidder for any payments received directly to the City.

IC System understands and agrees

Price Proposal

Fees shall be proposed as percentages of principle amounts on submitted accounts. Fees shall be charged only as a percentage of the principle amount of collection items collected by the Vendor.

Fees shall be firm for the initial term. The City reserves the right to negotiate prices with the selected firm.

Pricing should be full compensation for the bidder's services and shall include all travel required by the bidder to meet with City staff. No additional reimbursement for expenses incurred by the bidder will be paid by the City including, but not limited to the following: bidder travel, advertising, printing, binding, postage and delivery, clerical and long-distance telephone charges.

IC System understands and agrees.

IC System **proposes a contingency fee of 7% on all payments realized.** Please note that this fee is based upon our own analytical modeling, our pricing strategies, and an estimated liquidation rate. If any of our assumptions are inaccurate, we are open to an adjustment of these fee suggestions in light of the actual historical performance of the portfolio.



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TITLE	For Signature: Agreement for Utility Debt Collection...
FILE NAME	For Signature - U... - CSO 210257.pdf
DOCUMENT ID	10a0ada7aae793e93992a7b8a9f27cd6fc6157ae
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

08 / 12 / 2021

09:06:06 UTC-4

Sent for signature to Robert W. Batsel, Jr.
(rbatsel@ocalalaw.com) and I.C. System, Inc.
(paune@icsystem.com) from plewis@ocalafl.org
IP: 67.231.55.34



VIEWED

08 / 12 / 2021

13:07:19 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51

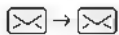


SIGNED

08 / 12 / 2021

13:11:23 UTC-4

Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com)
IP: 216.255.247.51

EMAIL
CHANGED**08 / 16 / 2021**

07:48:40 UTC-4

paune@icsystem.com was changed to kjonas@icsystem.com after
requester reassignment.
IP: 67.231.55.34



VIEWED

08 / 16 / 2021

08:55:51 UTC-4

Viewed by I.C. System, Inc. (kjonas@icsystem.com)
IP: 66.162.227.230

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STATUS	● Completed

Document History



08 / 16 / 2021
08:58:48 UTC-4

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IP: 66.162.227.230



08 / 17 / 2021
10:59:39 UTC-4

Viewed by Michelle Dove (mdove@icsystem.com)
IP: 66.162.227.230



08 / 17 / 2021
15:00:21 UTC-4

Signed by Michelle Dove (mdove@icsystem.com)
IP: 66.162.227.230



08 / 17 / 2021
15:00:21 UTC-4

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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

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 SIGNED	08 / 19 / 2021 10:23:54 UTC-4	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
 COMPLETED	08 / 19 / 2021 10:23:54 UTC-4	The document has been completed.



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

DATE: February 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Approval of the Agreement Between the City of Mount Dora and Library Interiors of FL for Library Shelving and Installation

Introduction:

This is a request for City Council to approve the agreement between the City of Mount Dora and Library Interiors of FL for library shelving and installation.

Discussion:

The Library Shelving Expansion project will provide much-needed additional capacity for two adult collections.

Due to Mount Dora's growth, the Library is facing a capacity crunch with its collection of 78,000 items. The library's Adult Fiction and Large Print collections are nearing 100% capacity. The project includes moving the Adult Fiction stacks 12" to the north and the Large Print stacks 12" to the north. Once moved, an additional 16 faces (vertical rows) of shelving will be added to Adult Fiction and 8 faces to Large Print. The new shelving will displace a 12' open seating area with low utilization. By adding 336 linear feet of shelving to Adult Fiction, the shelving capacity will be increased by 18%. By adding 163 linear feet of shelving to Large Print, the shelving capacity will be increased by 20%. Slatwall endpanels will be added to provide much-needed display space for programs.

This expansion should result in a 10 year capacity for both collections. According to the Florida Library Association's Standards for Florida Public Libraries (rev. 2013), libraries serving populations of Mount Dora's size (16,665 people) should provide a minimum of 50,000 collection items. An enhanced collection would be comprised of over 66,000 items and the exemplary ranking requires over 83,000 items. The Mount Dora Library currently holds 78,000 physical items, ranking it in the middle range, with no room to add items in two of our largest adult collections. This shelving expansion will allow the library to grow into an expanded capacity of 4,000 more Adult and Large Print items, nearing the 83,000-item exemplary threshold. The Library Advisory Board unanimously recommended that City Council approve

this project at its May 19, 2022 meeting.

An invitation to quote was issued in November 2022 (ATTACHMENT #1) and Library Interiors of Florida's quote was accepted (ATTACHMENT #2).

Budget Impact:

The funds are budgeted at \$68,000.00 GL 310-5555-580-63.01-LI2304 utilizing Library Impact fees. The remaining \$1,915.42 needed will be added as an item in the Mid-Year Budget Amendment.

Strategic Impact:

This project aligns with the city's infrastructure goal in that it expands capacity for the library's collection due to growth.

Recommendation:

City Council to approve the agreement between the City of Mount Dora and Library Interiors of FL for Library Shelving.

Attachment(s):

1. ATTACHMENT #1 - ITQ 23-PL-004 Library Shelving Expansion
2. ATTACHMENT #2 - ITQ 23-PL-004 Library Shelving Expansion - Library Interiors of FL
3. Agreement.Library Interiors.SGS

Prepared by: Cathy Lunday, Library Director
Reviewed by: Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 1/30/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 2/1/2023

Invitation To Quote

NUMBER
ITQ# 23-PL-004



CITY OF
MOUNT
D O R A

LIBRARY SHELVING EXPANSION

Marilyn Douglas, NIGP-CPP
Purchasing Manager

General Project Description:

Furnish and install a modular cantilevered library shelving system at the City of Mount Dora Public Library, located at 1995 North Donnelly Street, Mount Dora FL 32757. Shelving components must identically match and must intermember with the existing shelving system. Required components include, but are not necessarily limited to, welded frame upright columns, base assembly, and adjustable shelf with end brackets, closed base brackets and shelves.

1. **MANDATORY Pre-Quote Meeting:** A one-time site visit will be held on **Friday, December 16, 2022 at 10:00:00 AM**. Interested vendors **MUST** attend this one-time site visit in order to submit a quote. During this meeting, the Library Director will answer questions concerning the work scope. Attending vendors are encouraged to use time after the meeting to take their own measurements and verify their own quantity takeoffs. No additional site visits will be scheduled. Other than the Pre-Quote Meeting, contractor visits to the Library, for discussion or measurements purposes, are prohibited.

The City's stated measurements/quantities are estimates only for purposes of this Invitation to Quote.

2. This Request For Quote includes three components, summarized as follows:

Shelving:

Furnishing of modular, cantilevered steel shelving as per specifications. Shelving furnished must be an identical match to existing shelving, and must inter-member with the existing shelving system. The City anticipates the following:

- i. Addition of two 30" faces at the north end of the Adult Fiction area (sixteen (16) new faces).
- ii. Addition of one 36" face at the end of the Large Print area (eight (8) new faces).

Relocation/Moving of Books:

"Range Mover" capability is required for moving all Adult Fiction (approximately 15,000 books) and Large Print (approximately 6,500 books) and placing them on the newly installed shelving, without any preparation or removal from the stacks.

Installation:

Installation of the furnished shelving, relocation/moving of books and site cleanup must take place during a period of four consecutive days, with the library open and operating. Successful contractor will be required to work with the Library Director to establish the four consecutive workdays to be used.

1. STEEL SHELVING SPECIFICATIONS

Design

Shelving is a cantilever design. The bookstack system is to be of true unit construction. The bookstack section may be removed as a modular unit from any range without disturbing adjacent units in any way. Relocation and reuse of removed section(s) can be accomplished without acquiring additional parts. The uprights and cross member supports make up the fully welded frame construction, available with adjustable base shelf with kick plate. Uprights are punched for bolting additional Weld Frame units into the bookstack range. Shelving design must allow for either static or mobile installation. Starter/Adder and/or diagonal sway-braced systems are **not** acceptable.

Standards

All shelving shall meet the standards of the "The American National Standard for Single-Tier Steel Bracket Library Shelving."

Material and Workmanship

Shelving will be constructed from only the finest materials and workmanship. All sheet metal is to be commercial quality furniture stock steel, hot & cold rolled, reannealed, fully pickled or equivalent. All gauge thicknesses conform to U.S. standards.

Capacity Requirements

Each shelf has a minimum clearance between end brackets of 35 13/32". Unit widths are 36" (Large Print collection) or 30" (Fiction collection) overall, as specified by the design. When properly installed, units are capable of supporting 50 lbs. evenly distributed weight per linear foot of shelving, multiplied times the number of shelves per unit, without deflection considered excessive by industry standards.

Color

Shelving color is to be determined from standard color card (stain) that matches existing shelving to which it will be adjacent. City must approve color, in writing, prior to ordering.

Finishes

Finish shall be an epoxy powder applied electrostatically. The finish yields a minimum average thickness of 1.0 to 1.8 mils and will have a medium gloss. Abrasion resistance requires a minimum of 60 liters of sand to remove finish to bare metal, as determined by Library Technology test guidelines. A sample of the finish must be approved, in writing, by the CITY prior to ordering.

Required Components

1. SHELVING

A modular cantilevered library shelving system is required. Shelving components must identically match and must intermember with the existing shelving system. Required components include welded frame upright columns, base assembly, adjustable shelf with end brackets, closed base brackets and shelves. The sides of the shelf are flanged for locking into end bracket lances. Shelves are capable of supporting 50 lbs. per linear foot without deflection in excess of 3/16".

2. RANGE MOVER

Provide and operate equipment designed to lift and move steel library shelving equipped with vertical standards at three feet on center.

The equipment is designed to lift and move steel library shelving equipped with vertical standards at three feet on center. The Range Mover will lift and move fully loaded double-faced steel shelving that does not have a solid divider in the center. No preparation of the stacks is required. No storage of books is necessary. No disassembling of the stacks takes place.

1. Capable of moving different types of shelves and book stacks without removing the contents of the shelves and preparation of the stacks required.
2. Capable of moving shelf units up to 60' (18m) in length in any direction (360 degrees).
3. Capable of moving a variety of heights of shelving.
4. Capable of moving stacks constructed with either metal or wooden uprights with heights of 2-10' (610 mm-3m).
5. Capable of lifting shelf units up to 3" (76mm) above finish floor and providing stable and safe lifting over floor obstructions, such as electrical boxes.

In preparation for use of the Range Mover, the selected shelves will be cordoned off from the public and staff for a maximum of two days. No carpet or library furnishings will be damaged during or as a result of the Range Mover use. If damage occurs, repair or replacement, as deemed appropriate by the City, will be at contractor's expense.

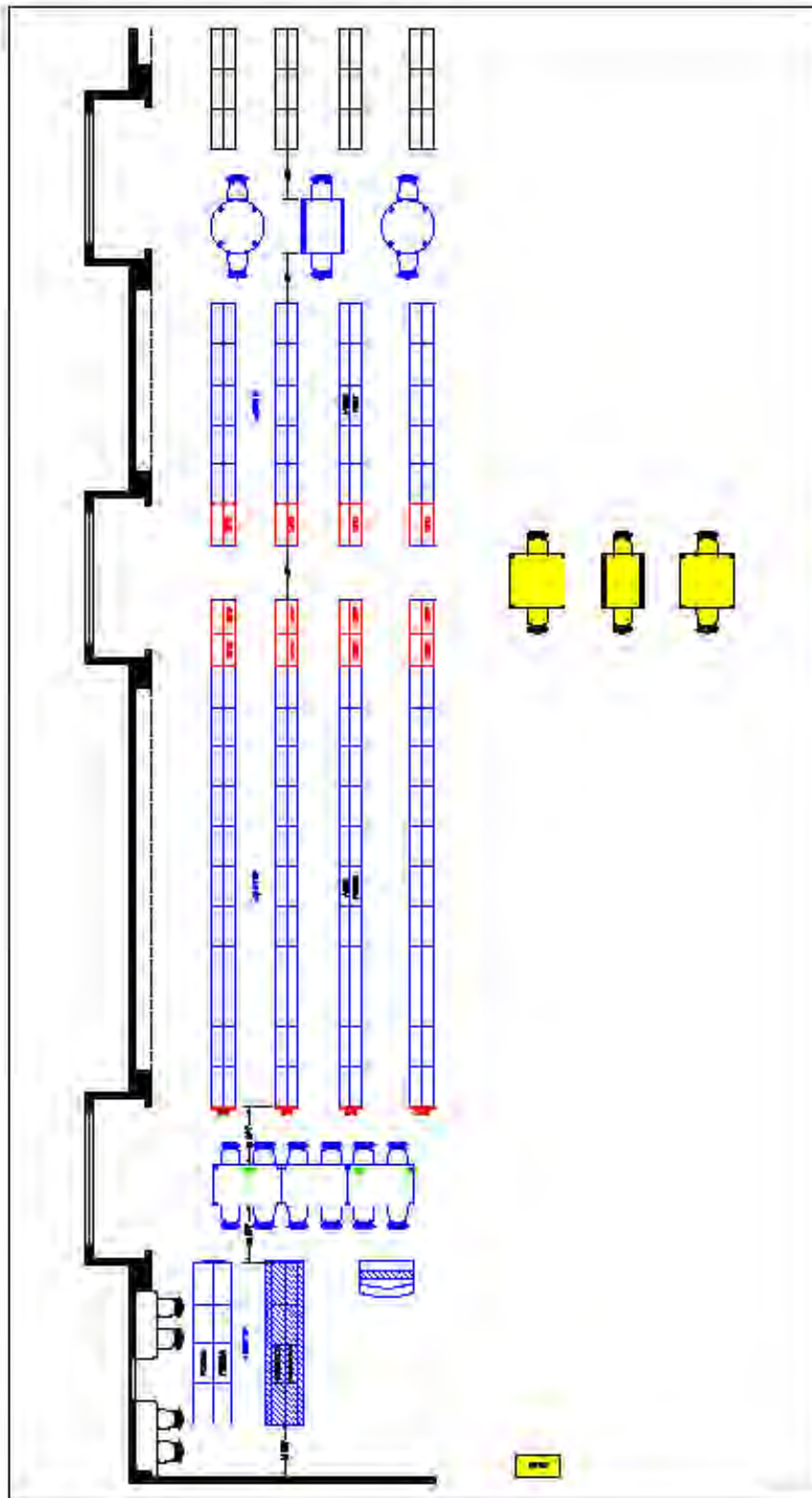
3. INSTALLATION

Once moved, shelving will need to be levelled and shimmed for stability and safety. Overhead tie bracing will be reinstalled and added as needed. The library will be open and operational during installation. No staging will occur inside the library. After the Range Mover is used, installation must be completed within two consecutive days. The entire job must be completed within four consecutive days.

All boxes, shipping material, refuse, etc. will be removed from Library property by the VENDOR upon completion of the above work.

Remainder of this page left intentionally blank

4. SCHEMATIC



TERMS AND CONDITIONS OF CONTRACT

The City will develop a contract, based upon pricing submitted or negotiations, if applicable, with the successful Contractor. The contract resulting from this **ITQ** shall be subject to the standard terms and conditions of the City and any terms and conditions included in this **ITQ**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contract, agreement or other documents provided by the Contractor with its submittal.

Remedies: The City may, if it so elects, pursue any other remedies provided by law for the breach of this Agreement or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved by the City for the Contractor is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute. The Contractor is responsible for all damage or loss by fire, theft, vandalism or otherwise to their equipment, including their contents, materials, tools, equipment, and consumables, left on City property by the Contractor, his/her employees, agents, subcontractors.

GENERAL TERMS AND CONDITIONS

A) Licenses

1. Proposer is responsible to provide copies of any applicable permits and licenses as required by Federal, State and Local authorities.

The successful contractor will be required to obtain a business tax receipt from the City of Mount Dora.

If you have questions, regarding required professional licenses and/or Business Tax Receipt, contact the Planning Department at (352) 735-7120.

B) Principals/Collusion

By submission of a Quote, the undersigned, as Quoter, does declare that the only person or persons interested in the Quote, as principal or principals, is/are named in the Quote and that no other person has any interest in the Quote or in the contract to be entered into; that the Quote is made without connection to any other person, company or parties and that the Quote is, in all respects, fair and submitted in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties that the Contractor shall be considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, vendor, firm, or corporation.

E) Fund Availability

Any contract executed for the services set forth in this **ITQ** shall be subject to fund availability.

F) Lobbying

All vendors are on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a vendor has submitted a Quote.

Vendors and their agents are not to contact members of the City Council for any reason during the **ITQ** process through final award. During the process, **from Quote announcement to final award approval, no vendor or agent thereof shall contact any employee of the City in reference to this ITQ,** with the exception of the Purchasing Manager. Failure to abide by this provision may serve as grounds for disqualification under this **ITQ**.

G) Single Quote

Each Quoter must submit, with its bid, all required forms included in this **ITQ**. Only **one** bid from a legal entity as primary will be considered. A legal entity that submits a Quote as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **ITQ**. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

H) Protest Procedures

The City of Mount Dora's Purchasing Policies and Procedures shall govern any appeal or protest to the Invitation to Quote.

I) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

J) Conflict of Interest

Bidder shall complete the Conflict of Interest Affidavit included as an attachment to this **ITQ** document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a vendor from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during the selection, award and contract execution processes.

K) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, vendor, and/or any employee of the vendor from contact with City staff for a specified period of time
- b. Prohibition by the individual and/or vendor from doing business with the City for a specified period of time, including but not limited to: submitting bids, **ITQ**, and/or quotes
- c. Immediate termination of any contract held by the individual and/or vendor for cause.

L) Immigration Reform and Control Act

Bidder acknowledges, and without exception or stipulation, any vendor(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324, and regulations relating thereto, as either may be amended. Failure by the awarded vendor(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

M) Scrutinized Company List – Does not apply to this quote request.

N) Billing Instructions – Upon Award

Specific format of the invoice shall be worked out between the City and the contractor prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

INSTRUCTION FOR BID

A) Compliance with the ITQ

Bids must be in strict compliance with this **ITQ**. Failure to comply with all provisions of the **ITQ** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **ITQ**, Bidder acknowledges these conditions may include Insurance Requirements.

It should be noted by the Bidder that, in order to meet the City's requirements, there may be additional insurance costs to the Bidder's vendor. It is, therefore, imperative that the bidder discuss these requirements with the Bidder's insurance agent, as noted on the Insurance Check List, so that the Bidder can make allowances for any additional costs.

The Bidder's insurance obligation shall not be limited in any way by the agreed upon contract price, or the Bidder's limit of, or lack of, sufficient insurance protection.

Bidder also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Bidder's bid.

Delivery of Quotes

All quote responses are to be delivered before **2:00 pm**, local time, **on or before Thursday, January 5, 2023 via electronic submission (email) at douglasm@cityofmounddora.com. Subject line must include ITQ number and title.** Required forms **MUST** be included with your electronic submission to be considered responsive to the ITQ requirements.

The City shall not bear the responsibility for bids submitted past the stated date and/or time indicated.

The City shall not bear the responsibility for technical difficulty related to the submission or the receiving of submitted bids.

Ambiguity, Conflict, or Other Errors in the ITQ

If a Quoter discovers any ambiguity, conflict, discrepancy, omission, or other error in the **ITQ**, Quoter shall immediately notify the Purchasing Manager, of such error in writing and request modification or clarification of the document. The Purchasing Manager will make modifications by issuing a written revision and will give written notice to all parties who have received this **ITQ** from the City of Mount Dora.

The Quoter is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **ITQ** prior to submitting a quote or such ambiguity, conflict, discrepancy, omission or other error shall be waived to be determined by the City in its sole discretion.

Acceptance or Rejection of Bids

The right is reserved by the City to waive any irregularities in any quote, to reject any or all bids, to re-solicit for quotes, if desired, and upon recommendation and justification by the City to accept the quote, which in the judgment of the City is deemed the most advantageous for the public, and the City.

Any quote which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful quoter, or their refusal to enter into the City contract, the City reserves the right to accept the quote of any other bidder or to re-advertise/re-solicit using the same or revised documentation, in its sole discretion.

Requests for Clarification of Quote

Requests by the Purchasing Manager to a quoter for clarification of quote(s) shall be in writing. A Quoter's failure to respond to request for clarification may deem the quoter to be non-responsive, and may be just cause to reject its bid.

J) Validity of Quotes

No bid may be withdrawn after it is filed unless the Quoter makes such a request in writing to the City prior to the time set for the closing of Quotes.

All quotes shall be valid from the submission date to execution of an agreement.

K) Response Format

The quote shall be deemed an offer to provide products/services to the City. In submitting a quote, the Quoter declares that it understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Quoter agrees that if awarded the contract, it will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of quotes, all quotes must conform to the guidelines set forth in this **ITQ**. Any portions of the quote that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the quote. However, any quote that contains such variances may be considered non-responsive.

Quotes should be prepared simply and economically, providing a straightforward concise description of the Quoter's ability to meet the City's needs, as stated in the **ITQ**.

The items listed as required forms shall be submitted with each quote and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a quoter to include all listed items may result in the rejection of its quote.

All costs associated with the requested products/services shall be detailed in the format requested on the Quote Pricing Form.

Drug-Free Workplace: In accordance with Florida Statutes, Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more quotes, which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a quote received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process.

NOTE: In the event, the quoter wishes to provide items specified beyond the stated requirements of this ITQ at "no cost" to the City of Mount Dora, these products/services should be identified and included in the bid.

Tie Breaker:

If there are tie quotes, meaning everything except the information relating to the quoter is the same, the following methods shall be used in the order below to break the tie:

- Drug-free workplace policy in place.
- The quoter that has an existing Business Tax Receipt (BTR) within the City.
- Prior contract with the City performed satisfactorily will result in the win of a tiebreaker and prior contract with the City performed unsatisfactorily will result in the loss of a tiebreaker.
- Timeliness of delivery.

REQUIRED FORMS – THE BELOW MUST BE SUBMITTED WITH QUOTE

1. Conflict of Interest Affidavit
2. Declaration Statement

3. Insurance Requirements
4. Drug Free Workplace Certification
5. Non-Collusion Affidavit of Prime Bidder
6. Acknowledgements
7. Compliance with Public Records Law
8. References Form
9. Public Entity Crimes Statement
10. Vendor Information
11. Completed W9
12. Signed Addendums (if applicable)
13. Pricing Form

Remainder of this page left intentionally blank

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the vendor, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the vendor and/or any of its employees, officers and/or agents, has a possible conflict have been fully disclosed.

Additionally, the vendor and its employees, officers and/or agents, agrees to notify, in writing, the City of Mount Dora Purchasing Department, if any actual or potential conflict of interest arises during the bid process.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2022.

(stamp)

NOTARY PUBLIC

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 327572

RE: ITQ #23-PL-004 “Library Shelving Expansion”

Dear Mayor and Council Members:

The undersigned, as Bidder, or on behalf of Bidder, declares that this bid is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Bidder, or on behalf of Bidder, further declares that this bid is in compliance in every respect with all of the Instructions to Bidders issued prior to the opening of bids.

The undersigned as Bidder, or on behalf of Bidder, if selected, agrees to commence negotiations in good faith, and to execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the bid pertains as set forth in **ITQ #23-PL-004**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____,
20____ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

☒ 1. Worker's Compensation

Statutory Limits of Florida
Statutes, Chapter 440 and all

Federal Government Statutory Limits and Requirements.

☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements.

Bodily Injury & Property Damage

\$1,000,000 single limit per
occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

☒ 4. Automobile Liability

\$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included

☐ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage

\$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor/Vendor/Consultant shall ensure that all sub-consultants comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the **ITQ #23-PL-004** and **“Library Shelving Expansion”**

=====

BIDDER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **ITQ**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency _____

Signature of Bidder’s Agent _____

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the company responding to this solicitation certify that it has implemented a drug-free workplace program in accordance with the provision of Florida Statutes, Section 287.087, as stated above?

☐ YES
☐ NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora ITQ# 23-PL-004.

I am fully informed respecting the preparation and contents of the Response to ITQ#23-PL-004, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to ITQ#23-PL-004, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to ITQ#23-PL-004 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2022.

(stamp)

NOTARY PUBLIC

Acknowledgements

ITQ #23-PL-004 “LIBRARY SHELVING EXPANSION”

**To: City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757**

_____(Bidder) guarantees its Bid,
submitted in response to **ITQ #23-PL-004**, from date of submission to event date.

The Bidder, by signing these **ITQ** Submittal pages, acknowledges and agrees to abide by all the terms,
conditions and specifications contained in this **ITQ** Document.

Dated this _____ day of _____, _____
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY, PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____/
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____/
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____



**CITY OF
MOUNT
DORA**

**COMPLIANCE WITH THE PUBLIC RECORDS LAW
ITQ #23-PL-004**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award recommendation or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Bid which is exempt from disclosure under Florida and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **ITQ #23-PL-004 LIBRARY SHELVING EXPANSION.**

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2022.

REFERENCE FORM

Provide the names, contact person, email and telephone number of three (3) LIBRARY references that include shelving installation services. The work scope should also include the use of a Range Mover or similar methodology for moving fully loaded library shelving. References must be for services performed within the last five (5) years. It is our intent to contact these references during the evaluation process.

The Quoter will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a Quoter is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Quoter's corporate status and good standing. The Quoter shall include a copy of its business license with the submittal.

1. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

2. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

3. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

**SWORN STATEMENT PURSUANT TO FLORIDA STATUTES,
SECTION 287.133(3) (A) PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: _____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is _____.

2. I understand that a “public entity crime” as defined in Florida Statutes, 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1) (b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1) (e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2022.

(stamp)

NOTARY PUBLIC

VENDOR INFORMATION

Vendor is:

- () Corporation
() Partnership
() Sole Proprietorship
() Other _____ (Explain)

Federal Employer Identification Number: _____

Vendor Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Vendor Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

Remainder of this page left intentionally blank

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (Interest Earned on Payout)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is Backup Withholding, later.

**REQUEST TO QUOTE
PRICING FORM
ITQ# 23-PL-004**

Therefore, the undersigned, Hereinafter called “Quoter” hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, fuel, transportation, tools, and services without exception. Project Grand Total will be used to determine award. Any applicable City permit fee(s) are waived for this project.

DESCRIPTION	TOTAL COST
Furnishing of Shelving (per specifications)	\$
Relocating/Moving of Books (Include Range Mover Cost)	\$
Installation Services	\$
Project Grand Total	\$

Project Grand Total Amount (Written):

/100

PLEASE INCLUDE IN YOUR PRICING ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED WITH COSTS.

The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully about all conditions to the work to be done, and that he/she has examined the QUOTE and Specifications for the work and comments hereto attached. The Quoter agrees, if this Quote is accepted, to contract with the City of Mount Dora in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, transportation, fuel, labor and service necessary to complete the work covered by the QUOTE and Agreement Documents for this work. The Quoter agrees to accept in full compensation for each item the prices named in the schedules incorporated herein. Quoter agrees to supply the products and services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid and the associated Agreement." Quoter further agrees the City shall compensate Quoter at the pricing shown above for work actually performed.

Company Name: _____

Address: _____

Telephone Number: _____

Email Address:

Company Authorized Representative Name: _____

Signature/Date: _____

(Return this Bid Form with your submittal)

ATTACHMENT #2

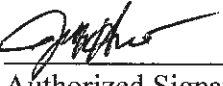
CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the vendor, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the vendor and/or any of its employees, officers and/or agents, has a possible conflict have been fully disclosed.

Additionally, the vendor and its employees, officers and/or agents, agrees to notify, in writing, the City of Mount Dora Purchasing Department, if any actual or potential conflict of interest arises during the bid process.

Library Interiors of Florida, Inc.

Company



Authorized Signature

Jeff Hunt - Vice President

Printed Name & Title

jeff.hunt@libraryinteriors.com

Email

10006 Cross Creek Blvd. #432

Address

Tampa, FL 33647

City, State, Zip Code

813-977-6805

Telephone No.

813-977-6806

Fax No.

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of JEFF HUNT, as V.P. of Library Interiors of FL, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced FL DL of Jeff Hunt, as identification, and who did/did not take an oath this 4th day of Jan, 2023.

(stamp)



NOTARY PUBLIC



VAIBHAVIBAHEN PATEL
Notary Public
State of Florida
Comm# HH237358
Expires 3/7/2026

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 327572

RE: ITQ #23-PL-004 "Library Shelving Expansion"

Dear Mayor and Council Members:

The undersigned, as Bidder, or on behalf of Bidder, declares that this bid is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

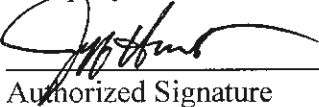
The undersigned as Bidder, or on behalf of Bidder, further declares that this bid is in compliance in every respect with all of the Instructions to Bidders issued prior to the opening of bids.

The undersigned as Bidder, or on behalf of Bidder, if selected, agrees to commence negotiations in good faith, and to execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the bid pertains as set forth in ITQ #23-PL-004

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 4th day of January,
20 23 in the City of Tampa, in the State of Florida.

Library Interiors of Florida, Inc.

Company



Authorized Signature

Jeff Hunt - Vice President

Printed Name & Title

jeff.hunt@libraryinteriors.com

Email

10006 Cross Creek Blvd. #432

Address

Tampa, FL 33647

City, State, Zip Code

813-977-6805

Telephone No.

813-977-6806

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

☒ 1. Worker's Compensation

Statutory Limits of Florida
Statutes, Chapter 440 and all

Federal Government Statutory Limits and Requirements.

☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements.

Bodily Injury & Property Damage

\$1,000,000 single limit per
occurrence

☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.

☒ 4. Automobile Liability

\$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included

☐ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage

\$ 1,000,000 Per Occurrence

☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

☒ 7. Contractor/Vendor/Consultant shall ensure that all sub-consultants comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.

☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the ITQ #23-PL-004 and "Library Shelving Expansion"

=====

BIDDER'S AND INSURANCE AGENT'S STATEMENT:

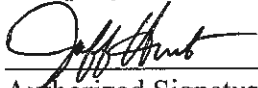
We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of ITQ.

Library Interiors of Florida, Inc.

10006 Cross Creek Blvd. #432

Company

Address



Tampa, FL 33647

Authorized Signature

City, State, Zip Code

Jeff Hunt - Vice President

813-977-6805

Printed Name & Title

Telephone No.

jeff.hunt@libraryinteriors.com

813-977-6806

Email

Fax No.

Insurance Agency Eagan Insurance Agency

Signature of Bidder's Agent Clark Zelenka

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

Does the company responding to this solicitation certify that it has implemented a drug-free workplace program in accordance with the provision of Florida Statutes, Section 287.087, as stated above?

☒ YES
☐ NO

Library Interiors of Florida, Inc.

Company



Authorized Signature

Jeff Hunt - Vice President

Printed Name & Title

jeff.hunt@libraryinteriors.com

Email

10006 Cross Creek Blvd. #432

Address

Tampa, FL 33647

City, State, Zip Code

813-977-6805

Telephone No.

813-977-6806

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of Florida
County of Hillsborough

Jeff Hunt, being first duly sworn, deposes and says that:

I am the Vice President of Library Interiors of Florida, Inc., (Proposer) which has submitted a Response to City of Mount Dora ITQ# 23-PL-004.

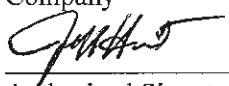
I am fully informed respecting the preparation and contents of the Response to ITQ#23-PL-004, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to ITQ#23-PL-004, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to ITQ#23-PL-004 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Library Interiors of Florida, Inc.

Company


Authorized Signature

Jeff Hunt - Vice President

Printed Name & Title

jeff.hunt@libraryinteriors.com

Email

10006 Cross Creek Blvd. #432

Address

Tampa, FL 33647

City, State, Zip Code

813-977-6805

Telephone No.

813-977-6806

Fax No.

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization of JEFF HUNT, as V.P., of LIF, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced FL DL as identification, and who did/did not take an oath this 4th day of Jan, 2023.

(stamp)


NOTARY PUBLIC



VAIBHAVIBAHEN PATEL

Notary Public

2023 City of Mount Dora Regular Session Agenda Packet

Comm# HH237358

Expires 3/7/2026

Acknowledgements

ITQ #23-PL-004 "LIBRARY SHELVING EXPANSION"

To: **City of Mount Dora**
510 North Baker Street
Mount Dora, FL 32757

Library Interiors of Florida, Inc. _____ (Bidder) guarantees its Bid,
submitted in response to **ITQ #23-PL-004**, from date of submission to event date.

The Bidder, by signing these **ITQ** Submittal pages, acknowledges and agrees to abide by all the terms,
conditions and specifications contained in this **ITQ** Document.

Dated this 4th day of JANUARY, 2023
(Month) (Year)

**INDIVIDUAL, LIMITED LIABILITY COMPANY, PARTNERSHIP, OR OTHER FORM OF ENTITY
WHICH IS NOT A CORPORATION**

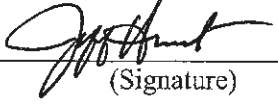
By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: () _____ Fax: () _____

Taxpayer/Employer Identification Number (TIN/EIN): 58-1877256

CORPORATION

By:  / Jeff Hunt - Vice President
(Signature) (Print name)

Address: 10006 Cross Creek Blvd. #432

Tampa, FL 33647

Telephone: (813) 977-6805 Fax: (813) 977-6806

Taxpayer/Employer Identification Number (TIN/EIN): 58-1877256

State of Incorporation: Florida

Corporate President: Carl Ekblad
(Print Name)

Corporate Secretary: Christine Ekblad
(Print Name)

Corporate Treasurer: Christine Ekblad
(Print Name)

CORPORATE SEAL

Attest By: Christine Ekblad

Signature: Christine Ekblad Secretary Date: 1/3/2023



CITY OF MOUNT DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW ITQ #23-PL-004

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award recommendation or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Bid which is exempt from disclosure under Florida and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: Library Interiors of Florida, Inc.

Authorized representative (printed): Jeff Hunt - Vice President

Authorized representative (signature): 

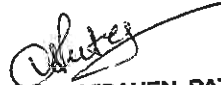
Project Number: **ITQ #23-PL-004 LIBRARY SHELVING EXPANSION.**

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of JEFF HUNT, as V.P. of LIF, Inc, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced FL DL as identification, and who did/~~did not~~ take an oath this 14th day of Jan, 2023.




VAIBHAVIBAHEN PATEL
Notary Public
State of Florida
Comm# HH237358
Expires 3/7/2026

REFERENCE FORM

Provide the names, contact person, email and telephone number of three (3) LIBRARY references that include shelving installation services. The work scope should also include the use of a Range Mover or similar methodology for moving fully loaded library shelving. References must be for services performed within the last five (5) years. It is our intent to contact these references during the evaluation process.

The Quoter will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a Quoter is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Quoter's corporate status and good standing. The Quoter shall include a copy of its business license with the submittal.

1. Name of Company: Bethune-Cookman University
Address: 640 Dr. Mary McLeod Bethune Blvd., Daytona Beach, FL 32114
Point of Contact: Ervin Ross
Phone #: 386-481-2099 Email address: rosse@cookman.edu
Service(s) Provided: shelving & collection relocation

Dates of Service: 6/21/18 - 7/27/18

2. Name of Company: Lakeland Public Library
Address: 100 Lake Morton Drive, Lakeland, FL 33801
Point of Contact: Lisa Lilyquist
Phone #: 863-834-4271 Email address: lisa.lilyquist@lakelandgov.net
Service(s) Provided: shelving & collection relocation

Dates of Service: 8/19/21 - 9/7/22

3. Name of Company: Bradham-Brooks Branch Library
Address: 1755 Edgewood Avenue West, Jacksonville, FL 32208
Point of Contact: Ray Albury
Phone #: 904-630-6278 Email address: ralbury@coj.net
Service(s) Provided: shelving & collection relocation

Dates of Service: 9/29/19 - 5/1/20

**SWORN STATEMENT PURSUANT TO FLORIDA STATUTES,
SECTION 287.133(3) (A) PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora
by: Jeff Hunt [NAME] as the Vice President [TITLE] of
Library Interiors of Florida, Inc. [BUSINESS ENTITY] and its Federal Employer
Identification Number (FEIN) is 58-1877256

2. I understand that a “public entity crime” as defined in Florida Statutes, 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1) (b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1) (e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

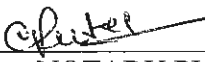


(Signature)

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of JEFF HUNT, as V.P., of LIF. INC., who personally swore or affirmed that he/~~she~~ is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced FL DL as identification, and who did/~~did not~~ take an oath this 4th day of Jan, 2023.

(stamp)



NOTARY PUBLIC



VAIBHAVIBAHEN PATEL
Notary Public
State of Florida
Comm# HH237358
Expires 3/7/2026

VENDOR INFORMATION

Vendor is:

- (☒) Corporation
(☐) Partnership
(☐) Sole Proprietorship
(☐) Other _____ (Explain)

Federal Employer Identification Number: 58-1877256

Vendor Name: Library Interiors of Florida, Inc.

Mailing Address: 10006 Cross Creek Blvd. #432, Tampa, FL 33647

Telephone No.: 813-977-6805 Fax No.: 813-977-6806

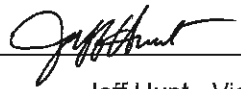
Email Address: jeff.hunt@libraryinteriors.com Web Address: www.libraryinteriors.com

If remittance address is different from the mailing address so indicate below.

Vendor Name: Library Interiors of Florida, Inc.

Remittance Address: 2801 Division Street

Metairie, LA 70002

Submitted by: 

Name & Title Printed: Jeff Hunt - Vice President

Remainder of this page left intentionally blank

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Library Interiors of Florida, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 10006 Cross Creek Blvd. #432	Requester's name and address (optional) City of Mount Dora Purchasing Division 510 North Baker Street Mount Dora, FL 32757
	6 City, state, and ZIP code Tampa, FL 33647	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
5	8	-	1	8	7	7	2	5 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

1/4/23

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

**REQUEST TO QUOTE
PRICING FORM
ITQ# 23-PL-004**

Therefore, the undersigned, Hereinafter called "Quoter" hereby certifies that he/she has familiarized himself/herself with the extend of the services, and having examined carefully the scope of services herein, propose to furnish all labor, equipment, fuel, transportation, tools, and services without exception. Project Grand Total will be used to determine award. Any applicable City permit fee(s) are waived for this project.

DESCRIPTION	TOTAL COST
Furnishing of Shelving (per specifications)	\$ 42,942.92
Relocating/Moving of Books (Include Range Mover Cost)	\$ 21,578.00
Installation Services	\$ 5,394.50
Project Grand Total	\$ 69,915.42

Project Grand Total Amount (Written):

Sixty-Nine Thousand Nine Hundred Fifteen & 42 /100

PLEASE INCLUDE IN YOUR PRICING ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED WITH COSTS.

The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully about all conditions to the work to be done, and that he/she has examined the QUOTE and Specifications for the work and comments hereto attached. The Quoter agrees, if this Quote is accepted, to contract with the City of Mount Dora in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, transportation, fuel, labor and service necessary to complete the work covered by the QUOTE and Agreement Documents for this work. The Quoter agrees to accept in full compensation for each item the prices named in the schedules incorporated herein. Quoter agrees to supply the products and services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid and the associated Agreement." Quoter further agrees the City shall compensate Quoter at the pricing shown above for work actually performed.

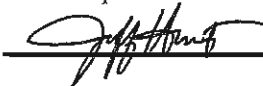
Company Name: Library Interiors of Florida, Inc.

Address: 10006 Cross Creek Blvd. #432, Tampa, FL 33647

Telephone Number: 813-977-6805

Email Address: jeff.hunt@libraryinteriors.com

Company Authorized Representative Name: Jeff Hunt - Vice President

Signature/Date:  1/4/23

(Return this Bid Form with your submittal)

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and LIBRARY INTERIORS OF FLORIDA, INC., 10006 Cross Creek Boulevard, Tampa, Florida 33647, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Library Shelving Expansion Services, pursuant to the CITY’s Purchasing Policy and ITQ# 23-PL-004 and,

WHEREAS, the CONTRACTOR submitted the lowest responsive quote most advantageous to the CITY related to the services set forth in ITQ# 23-PL-004; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall begin on the date of execution by the CITY and shall extend through the completion and acceptance of the services performed by the CONTRACTOR as set forth in the Scope of Services, but under no circumstances shall the term extend beyond 120 days.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit “A”** attached hereto. To the extent of any conflict between **Exhibit “A”** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the CITY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer’s warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the CITY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the CITY or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, subcontractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the CITY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the CITY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. 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 work which may

fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the CITY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Combined Single Limit: \$300,000 per accident,
 - OR**
 - b. Bodily Injury: \$300,000 per person,
 - AND**
 - Property Damage: \$100,000 per accident;
- 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
- 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the CITY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "CITY OF MOUNT DORA" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name the "City of Mount Dora" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the CITY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be

necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the the CITY upon reasonable request.

- G. The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of the City of Mount Dora. The liability policies shall be Primary/Non-Contributory.

SECTION 11. CITY OBLIGATIONS.

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. 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 14. 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: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM

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

1. Keep and maintain public records required by the CITY to perform the services set forth herein.
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 provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which 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 the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the 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 from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, in any way related to the services provided herein and this Agreement, 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 such 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 in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the CITY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 22. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

The parties hereto agree and understand that written notice, mailed 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 CLERK 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:

CITY: City of Mount Dora
 Attention: City Manager
 510 N. Baker Street
 Mount Dora, Florida 32756

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

CONTRACTOR: Library Interiors of Florida, Inc.
 10006 Cross Creek Boulevard
 Tampa, Florida 33647

SECTION 25. **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 26. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. **ADMINISTRATIVE DOCUMENTATION CONFLICT.**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. **PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. **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 31. **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 32. **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 five (5) years after termination or completion of the Agreement or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the Five (5) 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 the findings in this audit without regard to any notice requirement for termination.

SECTION 33. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 35. 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.

SECTION 36. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2023.

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Sherry G. Sutphen
City Attorney

CONTRACTOR

By: Jeff Hunt
Print: JEFF HUNT
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of JEFF HUNT, as VICE PRESIDENT, of LIBRARY INTERIORS OF FLORIDA, INC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced FL DL as identification, and who did/~~did not~~ take an oath this 30 day of Jan, 2023.

(stamp)



VAIBHAVIBAHEN PATEL
Notary Public
State of Florida
Comm# HH237358
Expires 3/7/2026

Patel
NOTARY PUBLIC, State of Florida

Exhibit “A” Scope of Services

Shelving:

Furnishing of modular, cantilevered steel shelving as per specifications. Shelving furnished must be an identical match to existing shelving, and must inter-member with the existing shelving system. The City anticipates the following:

- i. Addition of two 30” faces at the north end of the Adult Fiction area (sixteen (16) new faces).
- ii. Addition of one 36” face at the end of the Large Print area (eight (8) new faces).

Relocation/Moving of Books:

“Range Mover” capability is required for moving all Adult Fiction (approximately 15,000 books) and Large Print (approximately 6,500 books) and placing them on the newly installed shelving, without any preparation or removal from the stacks.

Installation:

Installation of the furnished shelving, relocation/moving of books and site cleanup must take place during a period of four consecutive days, with the library open and operating. Successful contractor will be required to work with the Library Director to establish the four consecutive workdays to be used.

STEEL SHELVING SPECIFICATIONS

Design

Shelving is a cantilever design. The bookstack system is to be of true unit construction. The bookstack section may be removed as a modular unit from any range without disturbing adjacent units in any way. Relocation and reuse of removed section(s) can be accomplished without acquiring additional parts. The uprights and cross member supports make up the fully welded frame construction, available with adjustable base shelf with kick plate. Uprights are punched for bolting additional Weld Frame units into the bookstack range. Shelving design must allow for either static or mobile installation. Starter/Adder and/or diagonal sway-braced systems are **not** acceptable.

Standards

All shelving shall meet the standards of the “The American National Standard for Single-Tier Steel Bracket Library Shelving.”

Material and Workmanship

Shelving will be constructed from only the finest materials and workmanship. All sheet metal is to be commercial quality furniture stock steel, hot & cold rolled, reannealed, fully pickled or equivalent. All gauge thicknesses conform to U.S. standards.

Capacity Requirements

Each shelf has a minimum clearance between end brackets of 35 13/32". Unit widths are 36" (Large Print collection) or 30" (Fiction collection) overall, as specified by the design. When properly installed, units are capable of supporting 50 lbs. evenly distributed weight per linear foot of shelving, multiplied times the number of shelves per unit, without deflection considered excessive by industry standards.

Color

Shelving color is to be determined from standard color card (stain) that matches existing shelving to which it will be adjacent. City must approve color, in writing, prior to ordering.

Finishes

Finish shall be an epoxy powder applied electrostatically. The finish yields a minimum average thickness of 1.0 to 1.8 mils and will have a medium gloss. Abrasion resistance requires a minimum of 60 liters of sand to remove finish to bare metal, as determined by Library Technology test guidelines. A sample of the finish must be approved, in writing, by the CITY prior to ordering.

Required Components

1. SHELVING

A modular cantilevered library shelving system is required. Shelving components must identically match and must intermember with the existing shelving system. Required components include welded frame upright columns, base assembly, adjustable shelf with end brackets, closed base brackets and shelves. The sides of the shelf are flanged for locking into end bracket lances. Shelves are capable of supporting 50 lbs. per linear foot without deflection in excess of 3/16".

2. RANGE MOVER

Provide and operate equipment designed to lift and move steel library shelving equipped with vertical standards at three feet on center.

The equipment is designed to lift and move steel library shelving equipped with vertical standards at three feet on center. The Range Mover will lift and move fully loaded double-faced steel shelving that does not have a solid divider in the center. No preparation of the stacks is required. No storage of books is necessary. No disassembling of the stacks takes place.

1. Capable of moving different types of shelves and book stacks without removing the contents of the shelves and preparation of the stacks required.
2. Capable of moving shelf units up to 60' (18m) in length in any direction (360 degrees).
3. Capable of moving a variety of heights of shelving.
4. Capable of moving stacks constructed with either metal or wooden uprights with heights of 2-10' (610 mm-3m).

5. Capable of lifting shelf units up to 3" (76mm) above finish floor and providing stable and safe lifting over floor obstructions, such as electrical boxes.

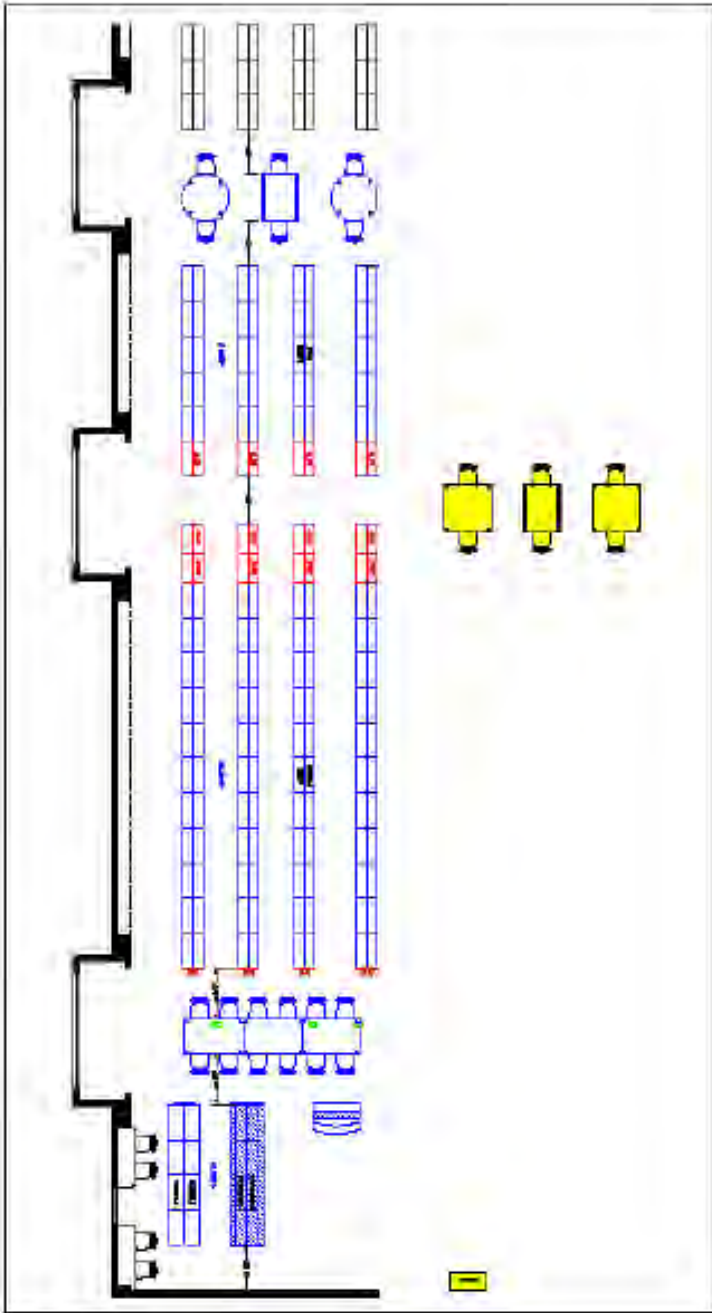
In preparation for use of the Range Mover, the selected shelves will be cordoned off from the public and staff for a maximum of two days. No carpet or library furnishings will be damaged during or as a result of the Range Mover use. If damage occurs, repair or replacement, as deemed appropriate by the City, will be at contractor's expense.

3. INSTALLATION

Once moved, shelving will need to be levelled and shimmed for stability and safety. Overhead tie bracing will be reinstalled and added as needed. The library will be open and operational during installation. No staging will occur inside the library. After the Range Mover is used, installation must be completed within two consecutive days. The entire job must be completed within four consecutive days.

All boxes, shipping material, refuse, etc. will be removed from Library property by the VENDOR upon completion of the above work.

4. SCHEMATIC



**Exhibit “B”
Pricing Schedule**

DESCRIPTION	TOTAL COST
Furnishing of Shelving (per specifications)	\$ 42,942.92
Relocating/Moving of Books (Include Range Mover Cost)	\$ 21,578.00
Installation Services	\$ 5,394.50
Project Grand Total	\$ 69,915.42

Project Grand Total Amount (Written):

Sixty-Nine Thousand Nine Hundred Fifteen & 42 /100



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

DATE: February 7, 2023

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 Rep Services, Inc., Related to Various Playground Equipment

Introduction:

This is a request for City Council to approve the piggyback contract with Rep Services, Inc. for various playground equipment.

Discussion:

Clay County competitively solicited and negotiated an agreement with Rep Services, Inc. for various playground equipment. The City of Mount Dora desires to enter into a contract with Rep Services, Inc. under the same terms and applicable conditions as that agreement executed by Lake County. Florida Statutes, Chapter 287, authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by the Clay County and agreements resulting therefrom.

Budget Impact:

This is an annual RFP for the purchase and installation of playground equipment, repair parts, and ballfield lighting as needed in city parks. The RFP is awarded to multiple distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

Strategic Impact:

Objective 2.3. Develop a parks and recreation system guided by the principles of the Parks and Recreation Master Plan 2.3.4. Invest in an equitable parks system.

Recommendation:

City Council to approve the piggyback contract with Rep Services, Inc. for various playground equipment.

Attachment(s):

1. Attachment #1 Clay County RFP-Contract 18 19-2 Info
2. Attachment #2 2022 Renewal Clay County Contract 18 19-2 Documents for Purchasing Depts
3. Piggyback Agreement.Rep Services.SGS

Prepared by: Jennifer Schwarz, Administrative Assistant

Reviewed by: Troy Shonk, Parks & Recreation Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 1/30/2023

Approved - 1/30/2023

Approved - 1/31/2023

Approved - 1/31/2023

Final Approval - 2/1/2023

ATTACHMENT #1

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 18/19-2, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 18/19-2 were opened on March 19, 2019. During its regular meeting on May 28, 2019, the Board rendered its decision to award RFP No. 18/19-2 to multiple companies. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72 hour period for protest. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Lorin L. Mock
Acting County Manager

Date of Posting:

5/29/19

Date of Removal:

6/3/19

Time of Posting:

8:45 a.m.

Time of Removal:

8:47 a.m.

Initials:

D F

Initials:

D F

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: Various Equipment and Amenities for Parks and Playgrounds

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Copies	W9	Insurance	Total
1 Custom Canopies Inc.	✓	✓	✓	TBD
2 Dominican Recreation Products	✓	✓	✓	TBD
3 Rosette Equipment Company	✓	✓	✓	TBD
4 Recycled Plastic Factory LLC	✓	✓	✓	TBD
5 Playwarp Playsets LLC	✓	✓	✓	TBD
6 Dynamo Industries	✓	✓	✓	TBD
7 Robertson Industries	✓	✓	✓	TBD
8 RCP Shelters	✓	✓	✓	TBD
9 Miracle Recreation/True North	✓	✓	✓	TBD
10 Newco Sports LLC	✓	✓	✓	TBD
11 Regal Contractors, Inc.	✓	✓	✓	TBD
12 Wausau Tile Inc.	✓	✓	✓	TBD
13 Musco Sports Lighting LLC	✓	✓	✓	TBD
14 Greenfield Outdoor Fitness, Inc	✓	✓	✓	TBD
15 Miller Recreation Equipment & Design Inc	✓			TBD

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fisk
(BCC)

Clerk
Department Representative

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: Various Equipment and Amenities for Parks and Playgrounds

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close: 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Copies	W9	Insurance	Total
1 Playmore Recreational Products	✓	✓	✓	TBD
2 Top Line Recreation	✓	✓	✓	TBD
3 Rep Services Inc.	✓	✓	.	TBD
4 Southern Recreational Inc.	✓	✓	✓	TBD
5 Bliss Products & Services Inc.	✓	✓	✓	TBD
6 Swartz Associates	✓	✓		TBD
7 Play Spaces Services Inc. Advanced Recreational Concepts	✓	✓	✓	TBD
8				
9				
10				
11				
12				
13				
14				
15				

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish
(BCC)

[Signature]
Clerk
Department Representative

REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Admin Bldg, Purchasing Dept, Fourth floor, 477 Houston St, Green Cove Springs, FL 32043, for the following:

RFP NO: 18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Bids will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Admin Bldg, Conference Room “B”, Fourth floor, 477 Houston St, Green Cove Springs, Florida. Bids will not be valid unless received by the proposal deadline.

All communications with the County regarding this Bid should be directed to Donna Fish, Purchasing Division, (904) 278-3761 or by email: purchasing@claycountygov.com

The County reserves the right to waive formalities in any bid, to reject any or all bids with or without cause, including the lack of availability of adequate funds, regulatory agency requirements, and/or to accept the bid that, in its judgment, will be in the best interest of the County of Clay.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids> THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

-----END OF NOTICE-----

(CLAY TODAY) For publication on: **February 14, 2019**

PLEASE SEND ORIGINAL INVOICE AND OF PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Division
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



**Issued By:
Clay County Board of County Commissioners
Purchasing Department**

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Attachments:

Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **“RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS”** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

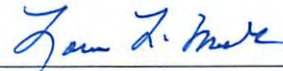
**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words “**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**” shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room “B”, Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be “clocked” at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

- 26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

- 28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS – SCOPE OF SERVICES**
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed?

Yes

No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

Parts Warranty Period:_____

Service Warranty Period:_____

Nearest source for parts and/or service center (s):

Name, address and phone number of the authorized service center (s):

2) _____

3)

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:

Yes

No

Name of Bidder:

Signature _____

Title

Phone Number

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)

Insert Name of Company:

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

c. Workers Compensation/Employers Liability

1. Workers Compensation

statutory limits

2. Employers Liability

a.	Each Accident	\$ 100,000
b.	Disease-Policy	\$ 500,000
c.	Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence

\$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was:
<http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County's homepage address was:
<http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

ATTACHMENT #2



Administrative & Contractual Services

PO Box 1366
Green Cove Springs, FL
32043

Physical Address:
477 Houston Street
Admin. Bldg., 4th Floor
Green Cove Springs, FL
32043

Phone: 904-278-3766
904-278-3761
904-284-6388

Fax: 904-278-3728

County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com



Date: 03/29/2022

Vendor Name: Rep Services, Inc

Address: 165 W Jessup Ave

City: Longwood State: FL Zip: 32806

Dear Vendor:

FRP No.18/19-2 will expire 5/22/2022. The bid states that there is an option for renewal if agreed upon by both parties. Please initial your choice, sign and date at the bottom. Return the original letter to this office.

YES Please renew RFP No. 18/19-2 for an additional 1 year term at the same pricing, terms and conditions as originally awarded.

 We do not wish to renew the above bid beyond the current expiration date.

*At renewal time, vendors may add additional manufacturers by utilizing the attached forms. This may only be done as part of the RFP renewal process.

A handwritten signature in blue ink, appearing to read "Ashley Catagan".

Signature

4/27/2022

Date

Renewal must be signed by an officer or employee having the authority to legally bind the vendor.

Sincerely,

Ashley Catagan, Parks & Recreation



FINANCE AND AUDIT COMMITTEE MEETING MINUTES

May 17, 2022

Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
1:00 PM

PUBLIC COMMENTS

Chairman James Renninger called the meeting to order at 1:02 pm.

Chairman James Renninger opened the floor for the public comment at 1:03 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 1:03 pm.

BUSINESS

1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)

1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)

1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.

2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project (K. Smith)

Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

After discussion, Chairman James Renninger recommended the Board

place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

6. Budget Resolutions for Grant Awards (M. Mosley)

Approval of the following two (2) budget resolutions for grant awards under \$50,000:

1. Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
2. FDOT Local Agency Program Agreement #G1R36: \$35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

After discussion, Chairman James Renninger recommended the Board place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

7. TDC Event Grant Requests (K. Morgan)

Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

1.) May 28-29, 2022 Girls Lacrosse Showcase - Sports Grant (600 athletes, coaches, families and collegiate scouts) - Recommended Grant Award will be \$12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.

2.) August 20-21, 2022 Girls Lacrosse Showcase - Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 - 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) - Recommended Grant Award will be \$10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of \$15,000. Tournament must also be a Stay-to-Play tournament with no rebates.

3.) Bella Notte, A Night of Art Under the Stars - Special Event Marketing Grant (September 15) - Recommended Grant Award of \$3,500 reimbursable marketing grant.

4.) Rock the Box 2 - Special Event Marketing Grant (August 13) - Recommended Grant Award of \$3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)

Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of \$81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The

CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

COUNTY MANAGER

Howard Wanamaker, County Manager, said he had no discussion items pending questions from the Committee.

Hearing no other business, Chairman James Renninger adjourned the meeting at 1:22 pm.

Attest:

Committee Chairman

Recording Deputy Clerk

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 REP SERVICES, INC., 165 W. Jessup Avenue, Longwood, Florida 32806, hereinafter referred to as the “CONTRACTOR”.

W I T N E S S E T H:

WHEREAS, the CITY has determined that it is in its best interest to make a purchase, utilizing that Various Equipment and Amenities for Parks and Playgrounds Services Solicitation issued by Clay County under RFP No. 18/19-2, under which Clay County selected the CONTRACTOR in May of 2019, pursuant to the terms and conditions attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract”; 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 extend from the date of execution by the City through May 22, 2024.

SECTION 2. SERVICES/PRODUCTS AND PRICING.

The CONTRACTOR will provide services/products and pricing to the CITY as set forth in the **Composite Exhibit “B”** 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: Rep Services, Inc.
165 W. Jessup Avenue
Longwood, Florida 32806

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: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@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. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 15. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 16. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 17. 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.

SECTION 18. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective this _____ day of _____, 2023.

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

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

Sherry G. Sutphen
City Attorney



CONTRACTOR

Nathan Almon

Print: Nathan Almon

Title: President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization of Nathan Almon, as President,
of Reg Services, 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 license as identification,
and who did/did not take an oath this 31 day of January, 2023.

(stamp)

Nisha Singh
NOTARY PUBLIC

EXHIBIT A

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



**Issued By:
Clay County Board of County Commissioners
Purchasing Department**

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Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **“RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS”** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

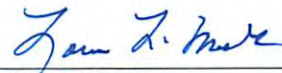
**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words “**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**” shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room “B”, Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be “clocked” at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

- 26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

- 28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS – SCOPE OF SERVICES**
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed?

Yes

No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

Parts Warranty Period:_____

Service Warranty Period:_____

Nearest source for parts and/or service center (s):

Name, address and phone number of the authorized service center (s):

2) _____

3)

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:

Yes

No

Name of Bidder: _____

Signature _____

Title _____

Phone Number _____

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

c. Workers Compensation/Employers Liability

1. Workers Compensation

statutory limits

2. Employers Liability

a.	Each Accident	\$ 100,000
b.	Disease-Policy	\$ 500,000
c.	Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence

\$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County's homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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



**Administrative &
Contractual Services**

PO Box 1366
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32043

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County Manager
Howard Wanamaker

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Jim Renninger
District 3

Betsy Condon
District 4

Kristen Burke, DC
District 5

www.claycountygov.com



Date: 03/29/2022

Vendor Name: Rep Services, Inc

Address: 165 W Jessup Ave

City: Longwood State: FL Zip: 32806

Dear Vendor:

RFP No.18/19-2 will expire 5/22/2022. The bid states that there is an option for renewal if agreed upon by both parties. Please initial your choice, sign and date at the bottom. Return the original letter to this office.

YES Please renew RFP No. 18/19-2 for an additional 1 year term at the same pricing, terms and conditions as originally awarded.

 We do not wish to renew the above bid beyond the current expiration date.

*At renewal time, vendors may add additional manufacturers by utilizing the attached forms. This may only be done as part of the RFP renewal process.

Signature

4/27/2022

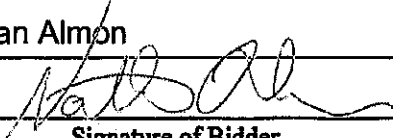
Date

Renewal must be signed by an officer or employee having the authority to legally bind the vendor.

Sincerely,

Ashley Catagan, Parks & Recreation

"RENEWAL" BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS

Bidder: Rep Services, Inc.
Address: 165 W Jessup Ave
City, State and Zip: Longwood, FL 32806
Phone: 407-831-9658 Email: nathan@repervices.com
Contact Name(s): Nathan Almon


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

• Manufacturer: Landscape Structures Playground Equipment

Fixed Percentage Discount off MSRP: 2%
Custom equipment priced per project is not included in standard list price
• Installation (Fixed Percentage of cost after discounts of equipment): 80%

~~Manufacturer: Skyways~~

~~Fixed Percentage Discount off MSRP: 2%
Custom shade priced per project
Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include; foundations, concrete slabs or permitting~~

~~Manufacturer: USA Shade~~

~~Fixed Percentage Discount off MSRP: 2%
Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include; foundations, concrete slabs or permitting~~

~~Manufacturer: Polygon Shelters & Parasol Shade~~

~~Fixed Percentage Discount off MSRP: 2%
Installation (Fixed Percentage of cost after discounts of equipment): 75%
75% Fixed Percentage does not include; foundations, concrete slabs or permitting~~

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Al Bosgraaf & Sons

Address: 240 Rebel Run, Osteen FL 32764

Phone Number: 407-402-8495

Contact Name: Gerald Bosgraaf

Business Name: Johnny Pitts Construction

Address: 4124 Pace Lane, Milton FL 32572

Phone Number: 850-232-1615

Contact Name: Johnny Pitts

Business Name: D.W. Recreation Services, Inc.

Address: 8851 Equus Circle

Phone Number: 561-818-4819

Contact Name: Donald West

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: see attached warranties

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to ALL components or only part? (State Explicitly)

see attached warranties

Parts Warranty Period: _____ Service Warranty Period: _____

Nearest source for parts and/or service center (s):

165 W Jessup Ave, Longwood, FL 32750
contact Carrie Humbert, 407-915-7855 or carrie@repservices.com

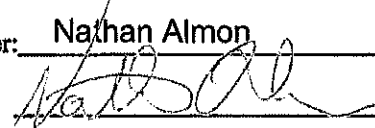
Name, address and phone number of the authorized service center (s):

- 1) see above
- 2) _____
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)
see above

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Nathan Almon

Signature 

Title President

Phone Number 407-831-9658

(MULTIPLE SHEETS CAN BE USED)

Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

3-Year Limited Warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belling material, HealthBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2022 Play Equipment Warranty

You have our word.

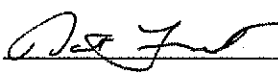
All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

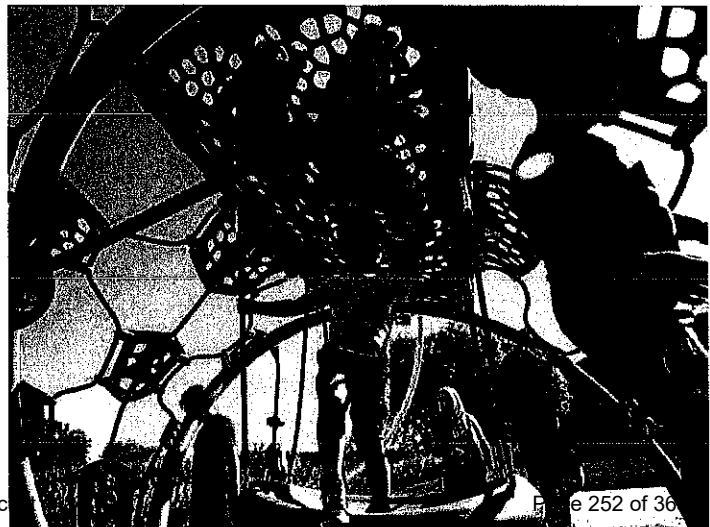
THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

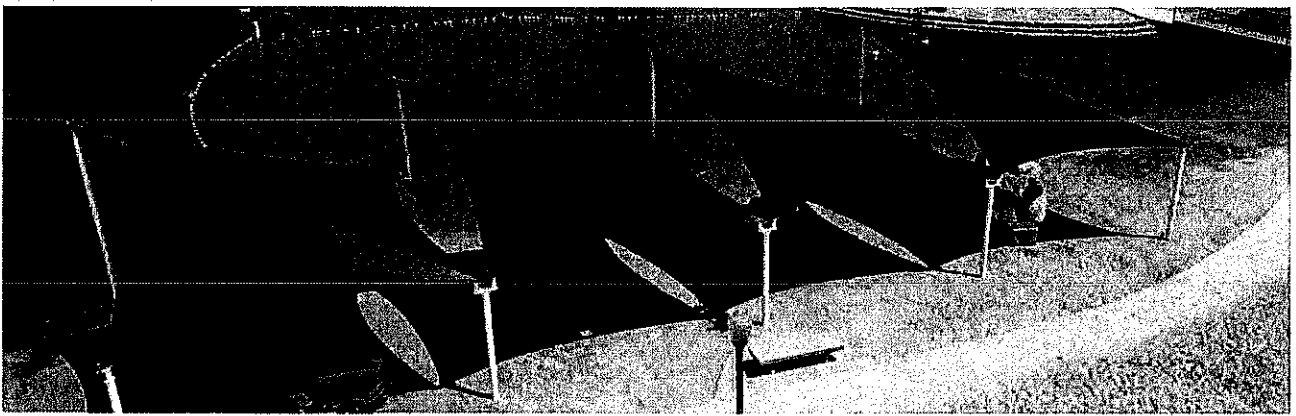
The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2022





Landscape Structures Inc. ("Manufacturer") warrants that all equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

20-Year Limited Warranty On all SkyWays® and CoolToppers® steel components against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On SkyWays® and CoolToppers® fabric and thread against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the manual. Should the fabric need to be replaced under the warranty, Manufacturer will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years. This warranty applies to standard colors only.

3-Year Limited Warranty On all other parts, including Rapid Release®, against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the equipment is erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. Maintenance is particularly critical in regions where dirt and/or sand may cause abrasion of the fabric.

This warranty is void if conditions exceed local building codes.



2022 SkyWays® and CoolToppers® Shade Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:

[Signature]

President

Date:

01/01/2022



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

RFP No.18/19-2

Poured in Place & Bonded Rubber Safety Surfacing Price List

Pricing is based on a minimum of 2000 SF. Areas smaller than 2000 SF are priced individually.

Robertson Recreational Surfaces 50%black/50%standard Color Blend:

4' CFH - \$17.50 per SF
5' CFH - \$18.00 per SF
6' CFH - \$18.00 per SF
8' CFH - \$19.50 per SF
9' CFH - \$19.75 per SF
10' CFH - \$21.25 per SF
12' CFH - \$22.00 per SF
Aliphatic Urethane – additional \$6.85 per SF
100% color – additional \$4.55 per SF

Hanover Specialties. Vitriturf 50%black/50%standard Color Blend:

4' CFH - \$17.50 per SF
5' CFH - \$18.00 per SF
6' CFH - \$18.00 per SF
8' CFH - \$19.50 per SF
9' CFH - \$19.75 per SF
10' CFH - \$20.25 per SF
12' CFH - \$21.00 per SF
Aliphatic Urethane – additional \$6.85 per SF
100% color – additional \$4.55 per SF

No Fault Sports Group 50%black/50%standard Color Blend:

6' CFH - \$18.00 per SF
7' CFH - \$19.00 per SF
8' CFH - \$20.00 per SF
Aliphatic Urethane – additional \$6.85 per SF
100% color – additional \$4.55 per SF



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

RFP No.18/19-2

Playground Grass Safety Surfacing Price List

ForeverLawn Academy:

No Fall Height - \$14.40

6' Critical Fall Height - \$16.80

6' t 8' Critical Fall Height - \$19.15

8' to 10' Critical Fall Height - \$20.70

10' to 12' Critical Fall Height - \$20.70

ForeverLawn Ultra

No Fall Height - \$15.75

6' Critical Fall Height - \$18.20

6' to 8' Critical Fall Height - \$20.50

8' to 10' Critical Fall Height - \$22.15

10' to 12' Critical Fall Height - \$22.15

Robertson Industries (Tot Turf)

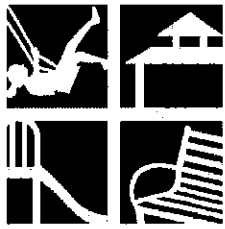
No Fall Height - \$16.40

4' Critical Fall Height - \$20.05

6' t 8' Critical Fall Height - \$21.55

8' to 10' Critical Fall Height - \$22.55

10' to 12' Critical Fall Height - \$22.55



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Playground Turf (Engineered Wood Fiber)

2019 Price List

Price per cubic yard: \$50.00

Price does not include delivery or installation.

Specifications for Playground Turf
IPEMA Certified to ASTM F1292-04
Head Impact Attenuation Testing
Required for IPEMA Certification

IPEMA Certified to ASTM F 2075-04
Sieve Analysis Testing
Required for IPEMA Certification
Tramp Metal Testing, ASTM 2075/4.6
Required for IPEMA Certification
ADA WHEELCHAIR ACCESSIBILITY
ASTM F1951-99

Tested to 12" of thickness from a 12' fall height
100% Pre-Consumer Recycled Virgin Material
3,000,000 Liability Insurance
Written Quality Assurance Program
Installation Instructions
Installation is not included in price above



2023 Playground Equipment Price List

Date Generated: August 12, 2022

Confidential: Landscape Structures Inc

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Source: PlayCentral Pricing & Documentation

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Color Key:

PlayBooster®	PlayShaper®	Evos®	Weevos®	Smart Play®	Hedra™	Freestanding Play
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- All entries in **red** are new products introduced within one year of price list generation.
- “UPS” indicates product size/weight characteristics that allow it to ship via UPS.

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Model #	Description	UPS	Weight(lbs)	Price(\$)
PlayBooster® Slides				
271761A	Alpine® Slide 72" Deck		268	4700
271761B	Alpine® Slide 96" Deck DB Only		297	5620
144414A	Cloudburst® Slide 64"-72" Deck		394	5490
123331A	Double Slide 32" Deck		119	2230
123331B	Double Slide 40"-48" Deck		137	2515
130798A	Double Swirl Slide 48"-56" Deck		176	2755
130390A	Double Swoosh Slide® 64"-96" Deck		174	2875
123336A	Double Wave Slide 48"-56" Deck		175	3300
126368A	El Slide 40" Deck ¹		173	3615
126368B	El Slide 48" Deck ¹		188	4135
126368C	El Slide 56" Deck ¹		210	4400
126368D	El Slide 64" Deck ¹		235	4940
126368E	El Slide 72" Deck ¹		248	5190
126368F	El Slide 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately ¹		318	6955
148426A	Firepole w/Permalene® Handholds 32"-48" Deck		56	940
148426B	Firepole w/Permalene® Handholds 56"-72" Deck		59	955
169317A	Firepole w/Recycled Wood-Grain Handholds 32"-48" Deck		85	1795
169317B	Firepole w/Recycled Wood-Grain Handholds 56"-72" Deck		88	1825
148435A	Firepole w/SteelX® Handholds 32"-48" Deck		77	1345
148435B	Firepole w/SteelX® Handholds 56"-72" Deck		81	1390
180100A	Firepole w/Vibe® Handholds 32"-48" Deck		82	1320
180100B	Firepole w/Vibe® Handholds 56"-72" Deck		85	1340
205015A	Gemini Slide Hood Extension Kit	UPS	16	0
130800A	Gemini SlideWinder2® 32" Deck		279	5255
130800B	Gemini SlideWinder2® 40" Deck		296	6170
130800C	Gemini SlideWinder2® 48" Deck		349	6695
130800D	Gemini SlideWinder2® 56" Deck		374	7805
130800E	Gemini SlideWinder2® 64" Deck		396	8025
130800F	Gemini SlideWinder2® 72" Deck		458	9545
130800G	Gemini SlideWinder2® 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately		532	11170
145838C	Lava Run Slide 32" Deck 12" SM		109	2240
145838B	Lava Run Slide 32" Deck 2" SM		105	2240
145838A	Lava Run Slide 32" Deck DB		113	2055
120424A	Ribbon Slide 40"-48" Deck		76	1980
123333A	Rollerslide 40" Deck		364	9195
123333B	Rollerslide 56" Deck		524	11570
183176A	Rush™ Slide		255	5595
189313A	Rushwinder		309	6130
123337A	Single Slide 32"-48" Deck		94	1905
131437A	Single Wave Slide 64"-72" Deck		135	2875
205013A	Slidewinder Hood Extension Kit	UPS	8	0
124863A	SlideWinder2® 32" Deck		139	2515
124863B	SlideWinder2® 40" Deck		152	2830
124863C	SlideWinder2® 48" Deck		178	3175
124863D	SlideWinder2® 56" Deck		192	3555
124863E	SlideWinder2® 64" Deck		197	3705
124863F	SlideWinder2® 72" Deck		234	4320
124863G	SlideWinder2® 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately		269	5120
169316A	SlideWinder2® w/Tree Branch Support 72" Deck (DB Only)		266	5165
122033C	SpyroSlide™ 56" Deck		381	6855
122033D	SpyroSlide™ 56" Slide w/Hanger Bracket for 48" Deck		402	7225
122033A	SpyroSlide™ 72" Deck		413	7620
122033B	SpyroSlide™ 72" Slide w/Hanger Bracket for 64" Deck		434	8025
190857A	Stainless Steel Double Slide w/SteelX® 32"-40" Deck		157	6410
190857B	Stainless Steel Double Slide w/SteelX® 48"-56" Deck		176	6945
190857C	Stainless Steel Double Slide w/SteelX® 64"-72" Deck		211	7790
123340A	Stainless Steel Slide w/Poly Hood 32"-40" Deck		90	3050
123340B	Stainless Steel Slide w/Poly Hood 48"-56" Deck		100	3315
123340C	Stainless Steel Slide w/Poly Hood 64"-72" Deck		117	4095
190855A	Stainless Steel Slide w/SteelX® 32"-40" Deck		139	3565
190855B	Stainless Steel Slide w/SteelX® 48"-56" Deck		149	3845

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

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February 2023 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
190855C	Stainless Steel Slide w/SteelX® 64"-72" Deck		168	4640
194699A	Stainless Steel Spiral Slide (DB Only) ²		751	31625
185527A	Stainless Steel Surf Slide		351	7040
190858A	Stainless Steel Wave Slide 64"-72" Deck		164	5140
185526A	Surf Slide		375	5845
126367A	Tunnel Slide 32" Deck ¹		160	3130
126367B	Tunnel Slide 40" Deck ¹		173	3365
126367C	Tunnel Slide 48" Deck ¹		197	3865
126367D	Tunnel Slide 56" Deck ¹		210	4095
126367E	Tunnel Slide 64" Deck ¹		235	4615
126367F	Tunnel Slide 72" Deck ¹		248	4765
126367G	Tunnel Slide 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately ¹		326	6300
123763A	TurboTwister™ Tunnel Slide 96" Deck (DB Only), Use 182" Steel Posts Only, Order Separately		380	6585
222708A	WhooshWinder® Slide 72" Deck		346	6160
222708B	WhooshWinder® Slide 96" Deck		283	5900
226811A	WhooshWinder® Slide EN 72" Deck		346	6160
226811B	WhooshWinder® Slide EN 96" Deck		283	5900

¹ NOTE: Additional weight and cost associated with each View Tube section.

² NOTE: 12-week lead time required

PlayBooster® Climbers w/Permalene Handholds

152431A	ABC Climber 32"-48" Deck		130	1990
229830B	Arcade Climber 72" Deck		124	2175
229830A	Arcade Climber 96" Deck DB Only		138	2280
135344A	Block Climber w/Permalene® Handholds 32" Deck		154	2745
135344B	Block Climber w/Permalene® Handholds 40" Deck		182	3255
150975A	Cascade Climbers 4-Panel, 48"-56" Deck (DB Only)		215	2830
150975B	Cascade Climbers 6-Panel, 64"-72" Deck (DB Only)		307	3770
128986A	Catwalk Climber 24" Deck Height Difference		132	2185
153350A	Chain Ladder w/Permalene® Handholds 32"-40" Deck DB	UPS	56	1130
153350B	Chain Ladder w/Permalene® Handholds 48"-56" Deck DB	UPS	60	1200
153350C	Chain Ladder w/Permalene® Handholds 64"-72" Deck DB	UPS	65	1335
229828A	Chimney Climb Across™ 72" to 48" Deck (DB Only)		158	6040
229828D	Chimney Climb Across™ 96" to 72" Deck (DB Only)		170	6405
229829A	Chimney Climber 56" Deck		139	4275
229829D	Chimney Climber 64" Deck		144	4620
229829B	Chimney Climber 72" Deck		145	4950
229829C	Chimney Climber 96" Deck		169	5255
122570A	Cliff Climber w/Permalene® Handholds 48" Deck		137	2155
122570B	Cliff Climber w/Permalene® Handholds 56" Deck		137	2180
122570C	Cliff Climber w/Permalene® Handholds 64" Deck		157	2600
122570D	Cliff Climber w/Permalene® Handholds 72" Deck		158	2620
158678A	Climbing Wall Aluminum Posts		142	2120
158678B	Climbing Wall Steel Posts		192	2070
143199B	Conical Climber™ 40" Deck		118	4135
143199A	Conical Climber™ 72" Deck		161	5140
148432A	Corkscrew Climber w/Permalene® Handholds 32"-48" Deck		68	1365
148432B	Corkscrew Climber w/Permalene® Handholds 56"-72" Deck		80	1570
143198A	Corner Climber™ 64"-72" Deck		157	4900
123293A	Cozy Climber™ w/Permalene® Handholds 32"-40" Deck		117	2965
123293B	Cozy Climber™ w/Permalene® Handholds 48" Deck		126	3210
202625A	Crest Climber w/Permalene® Handholds		205	6785
145839B	Critter Canyon 32" Deck 2" Surface Mount		101	2155
145839A	Critter Canyon 32" Deck Direct Bury		109	1980
176077A	Croquet Climber 48"-56"Dk DB		65	1775
176077B	Croquet Climber 64"-72"Dk DB		68	1795
152908A	Deck Link w/Permalene® Panels 1 Step		95	1630
152908B	Deck Link w/Permalene® Panels 2 Steps		129	1880
152908C	Deck Link w/Permalene® Panels 3 Steps		165	2155
152908D	Deck Link w/Permalene® Panels 4 Steps		201	2270
152907A	Deck Link w/Steel Barriers 1 Step		130	1690
152907B	Deck Link w/Steel Barriers 2 Steps		182	2500

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

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January 7, 2023 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
152907C	Deck Link w/Steel Barriers 3 Steps		236	3255
152907D	Deck Link w/Steel Barriers 4 Steps		296	4035
229832A	Dot-to-Dot Climber		204	2765
122916A	Double Wave Climber w/Permalene® Handholds 48" to 48" Deck or 56" to 56" Deck		205	4695
122916C	Double Wave Climber w/Permalene® Handholds 48" to 64" Deck or 56" to 72" Deck		219	4735
122916B	Double Wave Climber w/Permalene® Handholds 64" to 64" Deck or 72" to 72" Deck		233	4825
237937A	Facet® Stepper w/Permalene® Handholds 16" Deck (DB Only) ¹		311	1580
237937B	Facet® Stepper w/Permalene® Handholds 24" Deck (DB Only) ¹		842	2995
237937C	Facet® Stepper w/Permalene® Handholds 32" Deck (DB Only) ¹		1523	4270
204176A	Flex Climber w/Permalene® Handholds		393	10315
145251A	Funnel Climber™ Handhold Panel		24	315
145249A	Funnel Climber™ Long Brace		14	235
145109A	Funnel Climber™ Net		112	5050
145248A	Funnel Climber™ Short Brace		10	210
145250A	Funnel Climber™ Vertical Ladder		52	1000
201887A	JigJag Climber w/Permalene® Handhold 48" Deck		129	1950
201887B	JigJag Climber w/Permalene® Handhold 56"-72" Deck		133	2180
223170B	Labyrinth Climber 8" Deck Difference		480	14520
223170A	Labyrinth Climber Equal Decks 64" Deck		480	14520
223170C	Labyrinth Climber Equal Decks 72" Deck		480	14520
176080A	Logo Climber 56"-64"Dk DB		93	1795
176078A	Lollipop Climber 48"-56"Dk DB		63	1775
176078B	Lollipop Climber 64"-72"Dk DB		71	1795
122914A	Loop Arch w/Permalene® Handholds 40"-48" Deck		76	1690
122914B	Loop Arch w/Permalene® Handholds 56" Deck		80	1880
122914C	Loop Arch w/Permalene® Handholds 64"-72" Deck		88	2105
128252A	Loop Ladder w/Permalene® Handholds 40"-48" Deck		63	1135
148434A	Loop Pole w/Permalene® Handholds 32"-48" Deck		57	1365
148434B	Loop Pole w/Permalene® Handholds 56"-72" Deck		62	1490
185084A	Manta Ray Climber® w/Permalene™ Handholds 126" Module w/3" Offset 48" Deck (DB Only), Steel Posts Required		221	6940
145108A	Manta Ray Climber® w/Permalene® Handholds 48" Deck (DB Only), Steel Posts Required		221	6940
145108B	Manta Ray Climber® w/Permalene® Handholds 56" Deck (DB Only), Steel Posts Required		221	6940
145108C	Manta Ray Climber® w/Permalene® Handholds 64" Deck (DB Only), Steel Posts Required		221	6940
153076A	Mini Summit Climber 40"-48" Deck		88	1495
302754A	Mobius® Climber w/Permalene® Handholds (DB Only)		200	5840
171564A	Mushroom Stepper 16" Deck w/Permalene® w/Permalene® Handhold		138	1360
171565A	Mushroom Stepper 24" Deck w/Permalene® w/Permalene® Handhold		289	2890
171565B	Mushroom Stepper 24" Deck w/Permalene® w/Permalene® Handhold, 1 Handloop		302	3050
171566A	Mushroom Stepper 32"-40" Deck w/Permalene® w/2 Permalene® Handholds		478	4970
171566B	Mushroom Stepper 32"-40" Deck w/Permalene® w/2 Permalene® Handholds, 1 Handloop		482	5115
171566D	Mushroom Stepper 32"-40" Deck w/Permalene® w/2 Permalene® Handholds, 1 Handloop and 1 Handrail		498	5335
171566C	Mushroom Stepper 32"-40" Deck w/Permalene® w/2 Permalene® Handholds, 1 Handrail		494	5205
184605B	O-Zone® 3-Ring Climber 24" or 32" Deck w/Permalene Handholds		169	6595
184605C	O-Zone® 3-Ring Climber 40" or 48" Deck w/Permalene Handholds		169	6595
184605A	O-Zone® 3-Ring Climber Ground or 16" Deck w/Permalene Handholds		145	6215
116247A	Panel Vertical Ladder 24" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	44	1050
116247B	Panel Vertical Ladder 32" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	51	1150
116247C	Panel Vertical Ladder 40" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	57	1320

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Model #	Description	UPS	Weight(lbs)	Price(\$)
116247D	Panel Vertical Ladder 48" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	67	1570
116247E	Panel Vertical Ladder 56" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	73	1785
116247F	Panel Vertical Ladder 64" Deck Difference, Deck-to-Deck or Deck-to-Ground	UPS	79	1995
116247G	Panel Vertical Ladder 72" Deck-to-Ground Only		86	2280
156915A	Pod Climber® 16" Deck w/1 Handhold Panel		24	620
156916A	Pod Climber® 24" Deck w/1 Handhold Panel		38	1000
156916B	Pod Climber® 24" Deck w/1 Handhold Panel and 1 Handloop		42	1115
157427A	Pod Climber® 32"-40" Deck w/2 Handhold Panels		65	1630
157427B	Pod Climber® 32"-40" Deck w/2 Handhold Panels, 1 Handloop		69	1760
157427D	Pod Climber® 32"-40" Deck w/2 Handhold Panels, 1 Handloop and 1 Handrail		85	1950
157427C	Pod Climber® 32"-40" Deck w/2 Handhold Panels, 1 Handrail		81	1850
202594A	Portal Climber w/Permalene® Handholds (DB Only)		184	6765
164078A	Ring Tangle® Climber w/Handhold Panels 24"-48" Deck		162	2795
165445A	Ring Tangle® Climber w/Handloop 16"-48" Deck		154	3170
203845A	Seeker Climber w/Permalene® Handholds 32" Deck Difference		238	8275
203845B	Seeker Climber w/Permalene® Handholds Equal Decks, High to High		258	9435
203845C	Seeker Climber w/Permalene® Handholds Equal Decks, Low to Low		218	7135
229831B	Shockwave Climber 72" Deck		218	3265
229831A	Shockwave Climber 96" Deck DB Only		314	3685
122915A	Single Wave Climber w/Permalene® Handholds 48" Deck Difference		98	2355
122915B	Single Wave Climber w/Permalene® Handholds 64" Deck Difference		112	2500
174449A	Sling Shot Climber™ 48" Deck		118	3815
174449B	Sling Shot Climber™ 56" Deck		118	3815
122913A	Snake Climber w/Permalene® Handholds 48"-56" Deck		116	2240
122913B	Snake Climber w/Permalene® Handholds 64"-72" Deck		130	2340
174448A	SpaceLink Climber™ to 72" Deck Deck-to-Aeronet (Steel Posts and DB Only)		98	7270
145107A	SpaceWalk Climber™ 32"-48" Deck, Deck-to-Deck		258	9390
122533A	Spiral Climber 32" Deck		44	1115
122533B	Spiral Climber 40"-48" Deck		59	1570
122533C	Spiral Climber 56"-64" Deck		75	2005
122533D	Spiral Climber 72" Deck		92	2500
271908A	Square Loop Incline Climber w/Permalene® Handholds 72" Deck		110	1500
148039A	Star Seeker Climber 72" Deck (Square Deck, Steel Posts and DB Only)		133	4470
158425A	Starburst™ Climber 64"-72" Deck (DB Only)		123	2795
111465A	Step Deck 8"-32" Deck	UPS	58	1115
116246E	Step Ladder w/Permalene® Handholds 32" Deck 2" Surface Mount		92	1880
116246A	Step Ladder w/Permalene® Handholds 32" Deck Direct Bury		101	1950
116246F	Step Ladder w/Permalene® Handholds 40" Deck 2" Surface Mount		107	2015
116246B	Step Ladder w/Permalene® Handholds 40" Deck Direct Bury		116	2105
116246C	Step Ladder w/Permalene® Handholds 48"-56" Deck Direct Bury		153	2415
116246G	Step Ladder w/Permalene® Handholds 56" Deck 2" Surface Mount		144	2340
116246D	Step Ladder w/Permalene® Handholds 64"-72" Deck Direct Bury		196	2745
116246H	Step Ladder w/Permalene® Handholds 72" Deck 2" Surface Mount		187	2670
130742A	Stepping Block Climber 32" Deck Difference		247	4545
128608A	Summit Climber™ 64" Deck (DB Only) and 72" Deck		101	1680
129453A	Summit Climber™ for PlayOdyssey® 72" Deck		112	1760
176079A	Sunbeam Climber		118	2165
139778A	Thunderhead™ Climber 48" Deck w/Aluminum Posts		543	7585
139778B	Thunderhead™ Climber 48" Deck w/Steel Posts		615	7585
223167A	Trailblazer Climber 72" Deck to Deck		470	10560
200609A	Traveler Climber		309	10030
145624A	Vertical Ascent® Climber 48" Deck	UPS	82	1470
145624B	Vertical Ascent® Climber 56" Deck		89	1470
145624C	Vertical Ascent® Climber 64" Deck		95	1650
145624D	Vertical Ascent® Climber 72" Deck		104	1650
116249A	Vertical Ladder w/Permalene® Handholds 24"-32" Deck		40	930
116249B	Vertical Ladder w/Permalene® Handholds 40"-48" Deck		48	1030
116249C	Vertical Ladder w/Permalene® Handholds 56" Deck		52	1070
116249D	Vertical Ladder w/Permalene® Handholds 64"-72" Deck		57	1135
123284A	Wiggle Ladder w/Permalene® Handholds 32" Deck	UPS	41	845

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Model #	Description	UPS	Weight(lbs)	Price(\$)
123284B	Wiggle Ladder w/Permalene® Handholds 40" Deck	UPS	48	865
123284C	Wiggle Ladder w/Permalene® Handholds 48" Deck	UPS	52	930
123284D	Wiggle Ladder w/Permalene® Handholds 56" Deck	UPS	53	1000
123284E	Wiggle Ladder w/Permalene® Handholds 64" Deck	UPS	58	1050
123284F	Wiggle Ladder w/Permalene® Handholds 72" Deck	UPS	65	1120
272084A	Wood Plank Ladder w/Permalene® Handholds 72" Deck		137	1890
272368C	Zenith® Climber w/Permalene® Handholds Attached to Hex Deck 72" Deck Direct Bury		419	7640
272368F	Zenith® Climber w/Permalene® Handholds Attached to Hex Deck 96" Deck Direct Bury		427	7905
272368A	Zenith® Climber w/Permalene® Handholds Attached to Square Deck 72" Deck Direct Bury		378	7175
272368D	Zenith® Climber w/Permalene® Handholds Attached to Square Deck 96" Deck Direct Bury		386	7445

¹ NOTE: 4-week lead time required.

PlayBooster® Climbers w/SteelX Handholds

139491A	Block Climber w/SteelX® Handholds 32" Deck	177	3150
139491B	Block Climber w/SteelX® Handholds 40" Deck	205	3680
153351A	Chain Ladder w/SteelX® Handholds 32"-40" Deck DB	76	1515
153351D	Chain Ladder w/SteelX® Handholds 40" Deck SM	68	1475
153351B	Chain Ladder w/SteelX® Handholds 48"-56" Deck DB	80	1615
153351E	Chain Ladder w/SteelX® Handholds 48"-56" Deck SM	72	1565
153351C	Chain Ladder w/SteelX® Handholds 64"-72" Deck, DB	85	1710
153351F	Chain Ladder w/SteelX® Handholds 64"-72" Deck, SM	77	1650
139501A	Cliff Climber w/SteelX® Handholds 48" Deck	157	2540
139501B	Cliff Climber w/SteelX® Handholds 56" Deck	157	2580
139501C	Cliff Climber w/SteelX® Handholds 64" Deck	177	3045
139501D	Cliff Climber w/SteelX® Handholds 72" Deck	178	3065
148437A	Corkscrew Climber w/SteelX® Handholds 32"-48" Deck	89	1775
148437B	Corkscrew Climber w/SteelX® Handholds 56"-72" Deck	101	2020
139500A	Cozy Climber™ w/SteelX® Handholds 32"-40" Deck	140	3385
139500B	Cozy Climber™ w/SteelX® Handholds 48" Deck	150	3645
152910A	Deck Link w/SteelX® Panels 1 Step	112	1985
152910B	Deck Link w/SteelX® Panels 2 Steps	143	2250
152910C	Deck Link w/SteelX® Panels 3 Steps	176	2525
152910D	Deck Link w/SteelX® Panels 4 Steps	209	2770
139488A	Double Wave Climber w/SteelX® Handholds 48" to 48" Deck or 56" to 56" Deck	245	5505
139488C	Double Wave Climber w/SteelX® Handholds 48" to 64" Deck or 56" to 72" Deck	259	5585
139488B	Double Wave Climber w/SteelX® Handholds 64" to 64" Deck or 72" to 72" Deck	272	5640
139493A	Loop Arch w/SteelX® Handholds 32"-48" Deck	96	2110
139493B	Loop Arch w/SteelX® Handholds 56" Deck	101	2285
139493C	Loop Arch w/SteelX® Handholds 64"-72" Deck	108	2515
139495A	Loop Ladder w/SteelX® Handholds 40"-48" Deck	86	1560
148438A	Loop Pole w/SteelX® Handholds 32"-48" Deck	78	1775
148438B	Loop Pole w/SteelX® Handholds 56"-72" Deck	98	1880
303837A	Mobius® Climber w/SteelX® Handholds (DB Only)	234	6240
139487A	Single Wave Climber w/SteelX® Handholds 48" Deck Difference	118	2795
139487B	Single Wave Climber w/SteelX® Handholds 64" Deck Difference	132	2875
139490A	Snake Climber w/SteelX® Handholds 48"-56" Deck	133	2640
139490B	Snake Climber w/SteelX® Handholds 64"-72" Deck	146	2755
139492A	Step Ladder w/SteelX® Handholds 32" Deck, DB	122	2345
139492E	Step Ladder w/SteelX® Handholds 32" Deck, SM	113	2285
139492B	Step Ladder w/SteelX® Handholds 40" Deck, DB	137	2515
139492F	Step Ladder w/SteelX® Handholds 40" Deck, SM	128	2430
139492C	Step Ladder w/SteelX® Handholds 48"-56" Deck, DB	174	2830
139492G	Step Ladder w/SteelX® Handholds 56" Deck, SM	165	2755
139492D	Step Ladder w/SteelX® Handholds 64"-72" Deck, DB	217	3150
139492H	Step Ladder w/SteelX® Handholds 72" Deck, SM	208	3085
139494A	Vertical Ladder w/SteelX® Handholds 24"-32" Deck	61	1335
139494B	Vertical Ladder w/SteelX® Handholds 40"-48" Deck	69	1385

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Model #	Description	UPS	Weight(lbs)	Price(\$)
139494C	Vertical Ladder w/SteelX® Handholds 56" Deck		73	1465
139494D	Vertical Ladder w/SteelX® Handholds 64"-72" Deck		78	1560
139502A	Wiggle Ladder w/SteelX® Handholds 32" Deck		62	1200
139502B	Wiggle Ladder w/SteelX® Handholds 40" Deck		68	1280
139502C	Wiggle Ladder w/SteelX® Handholds 48" Deck		74	1335
139502D	Wiggle Ladder w/SteelX® Handholds 56" Deck		74	1380
139502E	Wiggle Ladder w/SteelX® Handholds 64" Deck		80	1435
139502F	Wiggle Ladder w/SteelX® Handholds 72" Deck		86	1500
PlayBooster® Climbers w/Vibe Handholds				
179026A	ABC Climber w/Vibe® Handholds 32"-48" Deck		160	2345
229836B	Arcade Climber w/Vibe® Handholds 72" Deck		143	2540
229836A	Arcade Climber w/Vibe® Handholds 96" Deck DB Only		157	2635
179025A	Block Climber w/Vibe® Handholds 32" Deck		180	3110
179025B	Block Climber w/Vibe® Handholds 40" Deck		209	3635
179010A	Cascade Climber w/Vibe® Handhold 4-Panel, 48"-56" Deck (DB Only)		232	3080
179010B	Cascade Climber w/Vibe® Handhold 6-Panel, 64"-72" Deck (DB Only)		323	4010
179027A	Chain Ladder w/Vibe® Handholds 32"-40" Deck DB		82	1500
179027B	Chain Ladder w/Vibe® Handholds 48"-56" Deck DB		87	1580
179027C	Chain Ladder w/Vibe® Handholds 64"-72" Deck DB		91	1710
229834A	Chimney Climber w/Vibe® Handholds 56" Deck		158	4635
229834D	Chimney Climber w/Vibe® Handholds 64" Deck		163	4965
229834B	Chimney Climber w/Vibe® Handholds 72" Deck		165	5320
229834C	Chimney Climber w/Vibe® Handholds 96" Deck		188	5625
179024A	Cliff Climber w/Vibe® Handholds 48" Deck		161	2535
179024B	Cliff Climber w/Vibe® Handholds 56" Deck		161	2555
179024C	Cliff Climber w/Vibe® Handholds 64" Deck		178	2980
179024D	Cliff Climber w/Vibe® Handholds 72" Deck		178	3010
178961B	Conical Climber™ w/Vibe® Handholds 40" Deck		143	4500
178961A	Conical Climber™ w/Vibe® Handholds 72" Deck		186	5515
180101A	Corkscrew w/Vibe® Handholds 32"-48" Deck		93	1755
180101B	Corkscrew w/Vibe® Handholds 56"-72" Deck		106	1945
180092A	Cozy Climber™ w/Vibe® Handholds 32"-40" Deck		146	3350
180092B	Cozy Climber™ w/Vibe® Handholds 48" Deck		155	3590
200610A	Crest Climber w/Vibe® Handholds		232	7205
179020A	Croquet Climber w/Vibe® Handholds 48"-56"Dk DB		92	2140
179020B	Croquet Climber w/Vibe® Handholds 64"-72"Dk DB		95	2180
229838A	Dot-to-Dot Climber w/Vibe® Handholds		175	3035
178959A	Double Wave Climber w/Vibe® Handholds 48" to 48" Deck or 56" to 56" Deck		238	5450
178959C	Double Wave Climber w/Vibe® Handholds 48" to 64" Deck or 56" to 72" Deck		242	5495
178959B	Double Wave Climber w/Vibe® Handholds 64" to 64" Deck or 72" to 72" Deck		247	5580
200608A	Flex Climber w/Vibe® Handholds		438	10810
179021A	Funnel Climber™ Vibe® Handhold		51	760
201886A	JigJag Climber w/Vibe® Handhold 48" Deck		152	2210
201886B	JigJag Climber w/Vibe® Handhold 56"-72" Deck		156	2435
179018A	Logo Climber w/Vibe® Handholds 56"-64"Dk DB		122	2180
179019A	Lollipop Climber 48"-56"Dk DB		89	2140
179019B	Lollipop Climber 64"-72"Dk DB		98	2180
178958A	Loop Arch w/Vibe® Handholds 32"-48" Deck		103	2070
178958B	Loop Arch w/Vibe® Handholds 56" Deck		108	2265
178958C	Loop Arch w/Vibe® Handholds 64"-72" Deck		113	2485
178960A	Loop Ladder w/Vibe® Handholds 40"-48" Deck		92	1505
180102A	Loop Pole w/Vibe® Handholds 32"-48" Deck		83	1755
180102B	Loop Pole w/Vibe® Handholds 56"-72" Deck		88	1870
185095A	Manta Ray Climber® w/Vibe® Handholds 126" Module w/3" Offset 48" Deck (DB Only), Steel Posts Required		226	7690
178963A	Manta Ray Climber® w/Vibe® Handholds 48" Deck (DB Only), Steel Posts Required		226	7690
178963B	Manta Ray Climber® w/Vibe® Handholds 56" Deck (DB Only), Steel Posts Required		226	7690

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Model #	Description	UPS	Weight(lbs)	Price(\$)
178963C	Manta Ray Climber® w/Vibe® Handholds 64" Deck (DB Only), Steel Posts Required		226	7690
179011A	Mini Summit Climber w/Vibe® Handholds 40"-48" Deck		112	1875
303836A	Mobius® Climber w/Vibe® Handholds (DB Only)		218	6215
184606B	O-Zone® 3-Ring Climber 24" or 32" Deck w/Vibe® Handholds		223	7365
184606C	O-Zone® 3-Ring Climber 40" or 48" Deck w/Vibe® Handholds		223	7365
184606A	O-Zone® 3-Ring Climber Ground or 16" Deck w/Vibe® Handholds		121	5855
180087A	Panel Vertical Ladder w/Vibe® Handholds 24" Deck Difference. Deck-to-Deck or Deck-to-Ground		71	1425
180087B	Panel Vertical Ladder w/Vibe® Handholds 32" Deck Difference. Deck-to-Deck or Deck-to-Ground		79	1545
180087C	Panel Vertical Ladder w/Vibe® Handholds 40" Deck Difference. Deck-to-Deck or Deck-to-Ground		85	1690
180087D	Panel Vertical Ladder w/Vibe® Handholds 48" Deck Difference. Deck-to-Deck or Deck-to-Ground		95	1945
180087E	Panel Vertical Ladder w/Vibe® Handholds 56" Deck Difference. Deck-to-Deck or Deck-to-Ground		100	2165
180087F	Panel Vertical Ladder w/Vibe® Handholds 64" Deck Difference. Deck-to-Deck or Deck-to-Ground		107	2355
180087G	Panel Vertical Ladder w/Vibe® Handholds 72" Deck Difference. Deck-to-Deck or Deck-to-Ground		113	2650
180098A	Pod Climber® 32"-40" Deck w/Vibe® Handholds		91	2005
180098B	Pod Climber® 32"-40" Deck w/Vibe® Handholds 1 Handloop		96	2130
180098D	Pod Climber® 32"-40" Deck w/Vibe® Handholds 1 Handloop and 1 Handrail		112	2320
180098C	Pod Climber® 32"-40" Deck w/Vibe® Handholds 1 Handrail		108	2225
179013A	Pod Climber® w/Vibe® Handhold No Handloop 24" Deck		51	1365
179013B	Pod Climber® w/Vibe® Handhold 1 Handloop 24" Deck		55	1490
179012A	Pod Climber® w/Vibe® Handhold 16" Deck w/1 Handhold Panel		37	1025
200611A	Portal Climber w/Vibe® Handholds (DB Only)		229	7275
179016A	Ring Tangle® Climber w/Handholds 24"-48" Deck		215	3550
200607A	Seeker Climber w/Vibe® Handholds 32" Deck Difference		287	8925
200607B	Seeker Climber w/Vibe® Handholds Equal Decks, High to High		304	9940
200607C	Seeker Climber w/Vibe® Handholds Equal Decks, Low to Low		271	7940
229837B	Shockwave Climber w/Vibe® Handholds 72" Deck		237	3630
229837A	Shockwave Climber w/Vibe® Handholds 96" Deck DB Only		333	4060
179005A	Single Wave Climber w/Vibe® Handholds 48" Deck Difference		121	2750
179005B	Single Wave Climber w/Vibe® Handholds 64" Deck Difference		125	2850
179028A	Sling Shot Climber™ w/Vibe® Handholds 48" Deck		153	4545
179028B	Sling Shot Climber™ w/Vibe® Handholds 56" Deck		153	4545
178957A	Snake Climber w/Vibe® Handholds 48"-56" Deck		131	2605
178957B	Snake Climber w/Vibe® Handholds 64"-72" Deck		136	2735
179017A	SpaceLink Climber™ w/Vibe® Handholds to 72" Deck Deck-to-Aeronet (Steel Posts and DB Only)		124	7655
178962A	SpaceWalk Climber™ w/Vibe® Handholds 32"-48" Deck, Deck-to-Deck		245	10145
179004A	Spiral Climber w/Vibe® Handhold 32" Deck		69	1360
179004B	Spiral Climber w/Vibe® Handhold 40"-48" Deck		85	1820
179004C	Spiral Climber w/Vibe® Handhold 56"-64" Deck		101	2250
179004D	Spiral Climber w/Vibe® Handhold 72" Deck		118	2735
271909A	Square Loop Incline Climber w/Vibe® Handholds 72" Deck		129	1875
179009A	Star Seeker Climber w/Vibe® Handholds 72" Deck (Square Deck, Steel Posts and DB Only)		145	4725
179014A	Starburst Climber w/Vibe® Handholds		153	3050
180084A	Step Ladder w/Vibe® Handholds 32" Deck 2"SM		121	2265
180084A	Step Ladder w/Vibe® Handholds 32" Deck DB		130	2320
180084B	Step Ladder w/Vibe® Handholds 40" Deck 2"SM		136	2405
180084B	Step Ladder w/Vibe® Handholds 40" Deck DB		145	2485
180084C	Step Ladder w/Vibe® Handholds 48"-56" Deck DB		181	2795
180084C	Step Ladder w/Vibe® Handholds 56" Deck 2"SM		172	2735
180084D	Step Ladder w/Vibe® Handholds 64"-72" Deck DB		224	3110
180084D	Step Ladder w/Vibe® Handholds 72" Deck 2"SM		215	3065
179007A	Summit Climber™ w/Vibe® Handholds 64" Deck (DB Only) and 72" Deck		127	2055
179008A	Summit Climber™ for PlayOdyssey® w/Vibe® Handholds 72" Deck		139	2130
179022A	Sunbeam Climber w/Vibe® Handhold		126	2420

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Model #	Description	UPS	Weight(lbs)	Price(\$)
179023A	Vertical Ladder w/Vibe® Handholds 24"-32" Deck		68	1315
179023B	Vertical Ladder w/Vibe® Handholds 40"-48" Deck		75	1390
179023C	Vertical Ladder w/Vibe® Handholds 56" Deck		80	1450
179023D	Vertical Ladder w/Vibe® Handholds 64"-72" Deck		85	1505
180090A	Wiggle Ladder w/Vibe® Handholds 32" Deck		70	1225
180090B	Wiggle Ladder w/Vibe® Handholds 40" Deck		75	1270
180090C	Wiggle Ladder w/Vibe® Handholds 48" Deck		81	1315
180090D	Wiggle Ladder w/Vibe® Handholds 56" Deck		81	1365
180090E	Wiggle Ladder w/Vibe® Handholds 64" Deck		87	1425
180090F	Wiggle Ladder w/Vibe® Handholds 72" Deck		93	1495
272369C	Zenith® Climber w/Vibe® Handholds Attached to Hex Deck 72" Deck Direct Bury		438	8010
272369F	Zenith® Climber w/Vibe® Handholds Attached to Hex Deck 96" Deck Direct Bury		451	8270
272369A	Zenith® Climber w/Vibe® Handholds Attached to Square Deck 72" Deck Direct Bury		397	7545
272369D	Zenith® Climber w/Vibe® Handholds Attached to Square Deck 96" Deck Direct Bury		405	7815

PlayBooster® Climbers Nature-Inspired

174450A	AdventureScapes® Design 1 40"Deck (DB Only) ¹		2970	20710
174451A	AdventureScapes® Design 2 40"Deck (DB Only) ¹		5880	37355
174452A	AdventureScapes® Design 3 40"Deck (DB Only) ¹		4410	37630
174453A	AdventureScapes® Design 4 40"Deck (DB Only) ¹		7330	54565
174454A	AdventureScapes® Design 5 40"Deck (DB Only) ¹		10220	67770
174455A	AdventureScapes® Design 6 40"Deck (DB Only) ¹		8760	71195
174456A	AdventureScapes® Design 7 40"Deck (DB Only) ¹		11670	84955
174457A	AdventureScapes® Design 8 40"Deck (DB Only) ¹		11690	88115
174458A	AdventureScapes® Design 9 40"Deck (DB Only) ¹		16020	118540
207851A	Canyon Corkscrew Net w/The Ascent® Rock ^{2,1}		2949	8850
207851B	Canyon Corkscrew Net w/The Bend® Rock ^{2,1}		4738	11170
207851C	Canyon Corkscrew Net w/The Chimney® Rock ^{2,1}		4228	9300
207852A	Canyon High Wire Net w/The Ascent® Rock ^{2,1}		2930	8630
207852B	Canyon High Wire Net w/The Bend® Rock ^{2,1}		4721	10975
207852C	Canyon High Wire Net w/The Chimney® Rock ^{2,1}		4209	9085
172666A	Corkscrew Climber w/Recycled Wood-Grain Handholds 32"- 48" Deck		97	2225
172666B	Corkscrew Climber w/Recycled Wood-Grain Handholds 56"-72" Deck		109	2415
169322C	Discovery Tree Climb™ Aluminum Post w/o Roof (DB Only)		1776	23285
169322A	Discovery Tree Climb™ Aluminum Post w/Roof (DB Only)		1792	23435
169322D	Discovery Tree Climb™ Steel Post w/o Roof (DB Only)		1830	23190
169322B	Discovery Tree Climb™ Steel Post w/Roof (DB Only)		1873	23345
237938A	Facet® Stepper w/Recycled Wood-Grain Handholds 16" Deck (DB Only) ³		311	2380
237938B	Facet® Stepper w/Recycled Wood-Grain Handholds 24" Deck (DB Only) ³		842	3795
237938C	Facet® Stepper w/Recycled Wood-Grain Handholds 32" Deck (DB Only) ³		1523	5075
111812A	Headform Set	UPS	4	0
183193A	Log Stack Climber 48"Deck w/Wood-Grain Handholds ¹		3630	18035
183193B	Log Stack Climber 72"Deck w/Wood-Grain Handholds ¹		4070	20390
175572A	Log Stepper 16" Deck w/1 Recycled Wood-Grain Handhold		192	1475
175573A	Log Stepper 24" Deck w/1 Recycled Wood-Grain Handhold		436	2685
175573B	Log Stepper 24" Deck w/1 Recycled Wood-Grain Handhold, 1 Handloop		440	2820
175574A	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds		885	5110
175574B	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop		889	5245
175574D	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		901	5465
175574C	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handrail		897	5330
169320B	Log Stepper 40"-48" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop (DB Only)		1707	7725

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Model #	Description	UPS	Weight(lbs)	Price(\$)
169320D	Log Stepper 40"-48" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		1720	7940
169320C	Log Stepper 40"-48" Deck w/2 Recycled Wood-Grain Handholds, 1 Handrail (DB Only)		1716	7805
172665A	Loop Pole w/Recycled Wood-Grain Handholds 32"-48" Deck		86	2225
172665B	Loop Pole w/Recycled Wood-Grain Handholds 56"-72" Deck		91	2330
175179A	Mushroom Stepper 16" Deck w/Recycled Wood-Grain w/Recycled Wood-Grain Handhold		154	1755
175180A	Mushroom Stepper 24" Deck w/Recycled Wood-Grain w/Recycled Wood-Grain Handhold		304	3255
175180B	Mushroom Stepper 24" Deck w/Recycled Wood-Grain w/Recycled Wood-Grain Handhold, 1 Handloop		308	3385
175181A	Mushroom Stepper 32"-40" Deck w/Recycled Wood-Grain w/2 Recycled Wood-Grain Handholds		506	5700
175181B	Mushroom Stepper 32"-40" Deck w/Recycled Wood-Grain w/2 Recycled Wood-Grain Handholds, 1 Handloop		510	5845
175181D	Mushroom Stepper 32"-40" Deck w/Recycled Wood-Grain w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		522	6055
175181C	Mushroom Stepper 32"-40" Deck w/Recycled Wood-Grain w/2 Recycled Wood-Grain Handholds, 1 Handrail		518	5935
207581A	The Ascent® Rock ^{2,1}		2892	7430
207582A	The Bend® Rock ^{2,1}		4683	9745
207577A	The Canyon Collection® Formation 1 w/Steel Direct Bury Posts ^{2,1}		17500	39045
207578A	The Canyon Collection® Formation 2 w/Steel Direct Bury Posts ^{2,1}		16992	37770
207579A	The Canyon Collection® Formation 3 w/Steel Direct Bury Posts ^{2,1}		12493	31355
207580A	The Canyon Collection® Formation 4 w/Steel Direct Bury Posts ^{2,1}		12389	31230
207583A	The Chimney® Rock ^{2,1}		4170	7870
207585A	The Chimney®/The Den® Rocks ^{1,2}		8737	17625
207584A	The Den® Rock ^{2,1}		4558	9745
160420A	The Peak™ Rock Climber 40" Deck ¹		3081	8285
160421A	The Peak™ Rock Climber Connects Between 32" Deck and 40" Deck ¹		3117	8735
156070A	The Pinnacle™ Extension Deck w/Handholds and Kick Panel, 1 Set Required Per Associated Deck ⁴		128	1280
156066A	The Pinnacle™ Rock Climber ¹		4000	25905
156068A	The Pointe™ Rock Climber ¹		2750	14490
160422A	The Stepper™ Rock Climber 24" Deck		1296	4370
271906A	Wood Plank Ladder w/Recycled Wood-Grain Handholds 72" Deck		155	2740
169318A	Wood Plank Wiggle Ladder 32"Deck w/Recycled Wood-Grain Handholds		72	1750
169318B	Wood Plank Wiggle Ladder 40"Deck w/Recycled Wood-Grain Handholds		79	1775
169318C	Wood Plank Wiggle Ladder 48"Deck w/Recycled Wood-Grain Handholds		79	1820
169318D	Wood Plank Wiggle Ladder 56"Deck w/Recycled Wood-Grain Handholds		86	1880
169318E	Wood Plank Wiggle Ladder 64"Deck w/Recycled Wood-Grain Handholds		92	1915
169318F	Wood Plank Wiggle Ladder 72"Deck w/Recycled Wood-Grain Handholds		94	2010
170354A	Wood Plank Wiggle Ladder EN 32"Deck w/Recycled Wood-Grain Handholds		72	1750
170354B	Wood Plank Wiggle Ladder EN 40"Deck w/Recycled Wood-Grain Handholds		79	1775
170354C	Wood Plank Wiggle Ladder EN 48"Deck w/Recycled Wood-Grain Handholds		79	1820
170354D	Wood Plank Wiggle Ladder EN 56"Deck w/Recycled Wood-Grain Handholds		86	1880
170354E	Wood Plank Wiggle Ladder EN 64"Deck w/Recycled Wood-Grain Handholds		92	1915
170354F	Wood Plank Wiggle Ladder EN 72"Deck w/Recycled Wood-Grain Handholds		94	2010

¹ NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

² NOTE: A logistics van with E-track is required to ship this model.

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Model #	Description	UPS	Weight(lbs)	Price(\$)
³ NOTE: 4-week lead time required.				
⁴ NOTE: AdventureScapes® designs are able to connect to a 40" deck.				
PlayBooster® Climbers Other				
271905A	Arcade Climber 90° Tri-Deck 72" Deck		150	2690
178483A	Barn Cliff Climber w/Permalene® Handholds Custom 48" Deck		148	3040
178483B	Barn Cliff Climber w/Permalene® Handholds Custom 56" Deck		148	3050
178483C	Barn Cliff Climber w/Permalene® Handholds Custom 64" Deck		169	3445
178483D	Barn Cliff Climber w/Permalene® Handholds Custom 72" Deck		169	3455
176081A	Canyon Climber		112	1795
153352A	Chain Ladder 90° Tri-Deck 32"-40" 90° Tri-Deck w/TenderTuff™ Handholds		97	1950
153352B	Chain Ladder 90° Tri-Deck 48"-56" 90° Tri-Deck w/TenderTuff™ Handholds		102	2055
153352C	Chain Ladder 90° Tri-Deck 64"-72" 90° Tri-Deck w/TenderTuff™ Handholds		106	2155
230140A	Chimney Climb Across™ 72" to 72" Deck (DB Only)		157	4950
126374A	Cozy Climber™ 90° Tri-Deck 32"-40" 90° Tri-Deck w/TenderTuff™ Handholds		158	3385
126374B	Cozy Climber™ 90° Tri-Deck 48" 90° Tri-Deck w/TenderTuff™ Handholds		167	3715
235756A	Fish Net Climber 8"-40" Deck		65	3190
220543A	GeoPlex® 123" Deck-To-Deck Climber Aluminum Post		490	10145
220543B	GeoPlex® 123" Deck-To-Deck Climber Steel Post		634	9965
220542A	GeoPlex® 84" Deck-To-Deck Climber Aluminum Post		349	7285
220542B	GeoPlex® 84" Deck-To-Deck Climber Steel Post		448	7170
219509A	GeoPlex® Climber 40"-56" Deck		64	1165
219509B	GeoPlex® Climber 72" Deck		101	1980
220539A	GeoPlex® Double Panel Elevated		76	1605
220538A	GeoPlex® Double Panel Ground Level		76	1605
220541A	GeoPlex® Ground-To-Deck Double Climber Aluminum Posts		236	4840
220541B	GeoPlex® Ground-To-Deck Double Climber Steel Posts		322	4730
220544A	GeoPlex® Ground-To-Deck Triple Climber Aluminum Posts		336	6855
220544B	GeoPlex® Ground-To-Deck Triple Climber Steel Posts		470	6700
220540A	GeoPlex® Triple Panel		113	2410
202056A	JigJag Climber, Double Aluminum Posts (DB Only)		307	4340
202056C	JigJag Climber, Double Aluminum Posts (DB Only)		314	4365
202056E	JigJag Climber, Double Aluminum Posts (DB Only)		315	4375
202056B	JigJag Climber, Double Steel Posts (DB Only)		367	4295
202056D	JigJag Climber, Double Steel Posts (DB Only)		374	4300
202056F	JigJag Climber, Double Steel Posts (DB Only)		377	4320
201888A	JigJag Climber, Single Aluminum Posts (DB Only)		176	2455
201888C	JigJag Climber, Single Aluminum Posts (DB Only)		179	2475
201888E	JigJag Climber, Single Aluminum Posts (DB Only)		180	2500
201888B	JigJag Climber, Single Steel Posts (DB Only)		236	2410
201888D	JigJag Climber, Single Steel Posts (DB Only)		239	2415
201888F	JigJag Climber, Single Steel Posts (DB Only)		243	2430
125688A	Loop Arch 90° Tri-Deck 32"-48" 90° Tri-Deck w/TenderTuff™ Handholds		116	2215
125688B	Loop Arch 90° Tri-Deck 56" 90° Tri-Deck w/TenderTuff™ Handholds		121	2415
125688C	Loop Arch 90° Tri-Deck 64"-72" 90° Tri-Deck w/TenderTuff™ Handholds		128	2600
185583A	Ring Tangle® Climber Ground Level		114	2030
175953A	Ship Bow Chain Climber Custom (DB Only)		31	1230
176832A	Ship Vertical Ladder Custom 40" Deck Difference		57	1450
176832B	Ship Vertical Ladder Custom 48" Deck Difference		67	1695
146812A	Sky Rail Climber 64" Deck (DB Only) and 72" Deck		88	1995
126375A	Snake Climber 90° Tri-Deck 48"-56" 90° Tri-Deck w/TenderTuff™ Handholds		153	3105
126375B	Snake Climber 90° Tri-Deck 64"-72" 90° Tri-Deck w/TenderTuff™ Handholds		166	3255
234095A	Spider Web Climber 16"-32" Deck (DB Only)		136	3310
271910A	Square Loop Incline Climber 90° Tri-Deck 72" Deck		139	2030
302740B	Tidal Wave Climber 48"Dk DB		495	11020
302740A	Tidal Wave Climber 56"Dk DB		498	11020

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Model #	Description	UPS	Weight(lbs)	Price(\$)
305730B	Tidal Wave Climber EN 48"Dk DB		512	12120
305730A	Tidal Wave Climber EN 56"Dk DB		515	12120
126372A	Vertical Ladder 90° Tri-Deck 24"-32" 90° Tri-Deck w/TenderTuff™ Handholds		81	1560
126372B	Vertical Ladder 90° Tri-Deck 40"-48" 90° Tri-Deck w/TenderTuff™ Handholds		88	1630
126372C	Vertical Ladder 90° Tri-Deck 56" 90° Tri-Deck w/TenderTuff™ Handholds		93	1690
126372D	Vertical Ladder 90° Tri-Deck 64"-72" 90° Tri-Deck w/TenderTuff™ Handholds		97	1775
302748A	Vine Climber DB Only		296	8815
126371A	Wiggle Ladder 90° Tri-Deck 32" 90° Tri-Deck w/TenderTuff™ Handholds		82	1490
126371B	Wiggle Ladder 90° Tri-Deck 40" 90° Tri-Deck w/TenderTuff™ Handholds		88	1570
126371C	Wiggle Ladder 90° Tri-Deck 48" 90° Tri-Deck w/TenderTuff™ Handholds		93	1630
126371D	Wiggle Ladder 90° Tri-Deck 56" 90° Tri-Deck w/TenderTuff™ Handholds		94	1690
126371E	Wiggle Ladder 90° Tri-Deck 64" 90° Tri-Deck w/TenderTuff™ Handholds		99	1760
126371F	Wiggle Ladder 90° Tri-Deck 72" 90° Tri-Deck w/TenderTuff™ Handholds		104	1820
271907A	Wood Plank Ladder 90° Tri-Deck 72" Deck		165	2425

PlayBooster® Overhead Events

142890A	90° Horizontal Ladder 32" Deck Maximum		114	2310
141886A	Access/Landing Assembly Rails 24" Deck	UPS	34	835
141886B	Access/Landing Assembly Rails 32" Deck	UPS	46	1080
141887B	Access/Landing Assembly Seat 16" Deck	UPS	36	750
141887A	Access/Landing Assembly Seat 8" Deck	UPS	36	750
121952B	Air Dancer™ 32" Deck Maximum		110	2310
142883A	C-Horizontal Ladder 32" Deck Maximum		186	3365
142891A	Circular Horizontal Ladder 32" Deck Maximum		229	4225
142887A	Horizontal Ladder 32" Deck Maximum		98	1435
139782A	Horizontal Ladder, Ages 4-5 84" Module, 16" Deck Maximum		74	1135
193170A	LolliLadder™ w/2 E-Pods		81	3070
119430A	Overhead Parallel Bars 32" Deck Maximum		121	1500
184489B	Overhead Trekker™ Ladder Deck to Deck DB		91	2185
184489C	Overhead Trekker™ Ladder Ground Level DB		115	2975
184489A	Overhead Trekker™ Ladder Ground to Deck DB		103	2575
111467A	Ring Bridge S-Shape, 32" Deck Maximum, Brown Rings Only		87	2120
111467B	Ring Bridge Straight, 32" Deck Maximum, Brown Rings Only		80	1860
130873A	Ring Pull Brown Rings Only, Intended for Wheelchair Users	UPS	14	800
126203A	Ring-a-Ling™ Overhead Event 32" Deck Maximum		143	3105
142884A	S-Horizontal Ladder 32" Deck Maximum		186	3365
119806A	Single Beam Loop Horizontal Ladder (123") 32" Deck Maximum		113	1655
119805A	Single Beam Loop Horizontal Ladder (84") 32" Deck Maximum		75	1280
111353A	Track Ride 10' Straight 16" Deck Maximum		125	3190
112465A	Track Ride 18' Straight 16" Deck Maximum		174	3630
118093A	Track Ride Curved 18' Module, 16" Deck to Ground		178	4225
111468A	Trapeze Horizontal Ladder 18" Wide, 32" Deck Maximum		121	2215
123824A	Triple Ring Fling™ 24" or 32" Deck-to-Ground		177	3255
111273A	Vertical Ladder 116" Aluminum Posts		94	1605
111273B	Vertical Ladder 116" Steel Posts		174	1500
116208A	Vertical Ladder for Ring Bridge 132" Aluminum Posts		97	1690
116208B	Vertical Ladder for Ring Bridge 132" Steel Posts		192	1615
119613A	Wave Horizontal Ladder 32" Deck Maximum		108	1630

PlayBooster® Bridges & Ramps

168111A	12' Double-Wide Ramp w/Barriers		1004	12870
168110A	12' Double-Wide Ramp w/Guardrails and Curbs		916	11120
174817A	12' Ramp w/Barriers		768	9610
174815A	12' Ramp w/Guardrails and Curbs		638	8495

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Model #	Description	UPS	Weight(lbs)	Price(\$)
143677B	Arch Bridge (123") w/Barriers, 72" Deck Maximum		494	7050
143677A	Arch Bridge (123") w/Guardrails, 40" Deck Maximum		405	5415
114665A	Arch Bridge (42") w/Permalene® Barriers		150	2825
139383A	Arch Bridge (42") w/SteelX® Barriers		242	3010
120624A	Belt Bridge (123") 24"-48" Decks		279	4745
114373A	Belt Bridge (42") w/Permalene® Barriers		111	2825
120310A	Belt Bridge (84") 24"-48" Decks		227	4065
156231A	Bridge w/Barriers		526	5335
156230A	Bridge w/Guardrails w/Curbs		404	4635
156230B	Bridge w/Guardrails w/o Curbs		374	4115
111345A	Bridge/Ramp Transition Bracket		21	360
147425A	Clatterbridge (123") w/Barriers 24"-72" Deck		623	8215
143195A	Clatterbridge (123") w/Guardrails 24"-48" Deck		476	5775
147424A	Clatterbridge (84") w/Barriers 24"-72" Deck		434	6655
143194A	Clatterbridge (84") w/Guardrails 24"-48" Deck		339	4525
121416A	Disc Challenge (123") 24" Deck Maximum, w/2 Handhold Panels		208	4960
165575A	Disc Challenge (123") 24" Deck Maximum, w/2 Handloops		204	5130
121416B	Disc Challenge (123") 40" Deck Maximum, w/3 Handhold Panels		220	5165
165575B	Disc Challenge (123") 40" Deck Maximum, w/3 Handloops		214	5420
121416C	Disc Challenge (123") 40" Deck Maximum, w/4 Handhold Panels		232	5370
165575C	Disc Challenge (123") 40" Deck Maximum, w/4 Handloops		224	5710
180089A	Disc Challenge (123") w/Vibe® Handholds 24" Deck Maximum, w/2 Handhold Panels		236	5330
180089B	Disc Challenge (123") w/Vibe® Handholds 40" Deck Maximum, w/3 Handhold Panels		261	5715
180089C	Disc Challenge (123") w/Vibe® Handholds 40" Deck Maximum, w/4 Handhold Panels		286	6090
120873A	Disc Challenge (84") 24" Deck Maximum, w/2 Handhold Panels		140	3445
165573A	Disc Challenge (84") 24" Deck Maximum, w/2 Handloops		136	3615
120873B	Disc Challenge (84") 40" Deck Maximum, w/3 Handhold Panels		152	3650
165573B	Disc Challenge (84") 40" Deck Maximum, w/3 Handloops		146	3905
120873C	Disc Challenge (84") 40" Deck Maximum, w/4 Handhold Panels		164	3855
165573C	Disc Challenge (84") 40" Deck Maximum, w/4 Handloops		156	4195
180088A	Disc Challenge (84") w/Vibe® Handholds 24" Deck Maximum, 2 Handholds		166	3835
180088B	Disc Challenge (84") w/Vibe® Handholds 40" Deck Maximum, 3 Handholds		192	4190
180088C	Disc Challenge (84") w/Vibe® Handholds 40" Deck Maximum, 4 Handholds		217	4580
168547A	Double-Wide Ramp Berm Plate		103	990
168546A	Double-Wide Ramp Exit Plate		132	1335
171869A	Double-Wide Ramp w/Barriers		815	9035
171870C	Double-Wide Ramp w/Guardrails w/Curbs, 2 Handrails per Side (CSA)		685	7050
171870A	Double-Wide Ramp w/Guardrails w/Curbs, 3 Handrails per Side (ASTM),		725	7780
152443A	Grid Walk w/Barriers 16" Deck Difference		328	4230
152444A	Grid Walk w/Guardrails 16" Deck Difference		196	2745
120325A	Ramp Berm Exit Plate		30	500
171539A	Ramp Deck Extension 12"-16" Deck		54	885
111346B	Ramp Exit Plate DB		44	630
111346A	Ramp Exit Plate SM		30	510
156233A	Ramp w/Barriers		554	6385
156232C	Ramp w/Guardrails w/Curbs, 2 Handrails per Side (CSA)		397	4400
156232A	Ramp w/Guardrails w/Curbs, 3 Handrails per Side (ASTM)		435	5135
136157A	S-Disc Challenge w/Handhold Panels 24" Deck Maximum, w/2 Handhold Panels		213	4960
136157B	S-Disc Challenge w/Handhold Panels 40" Deck Maximum, w/3 Handhold Panels		225	5165
136157C	S-Disc Challenge w/Handhold Panels 40" Deck Maximum, w/4 Handhold Panels		237	5370
165576A	S-Disc Challenge w/Handloops 24" Deck Maximum, w/2 Handloops		209	5130
165576B	S-Disc Challenge w/Handloops 40" Deck Maximum, w/3 Handloops		219	5420
165576C	S-Disc Challenge w/Handloops 40" Deck Maximum, w/4 Handloops		229	5710
180095A	S-Disc Challenge w/Vibe® Handholds 24" Deck Maximum, w/2 Handholds		256	5330

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Model #	Description	UPS	Weight(lbs)	Price(\$)
180095B	S-Disc Challenge w/Vibe® Handholds 40" Deck Maximum, w/3 Handholds		281	5715
180095C	S-Disc Challenge w/Vibe® Handholds 40" Deck Maximum, w/4 Handholds		306	6090
184490B	Swiggle Stix® Bridge Deck to Deck DB		176	8025
184490C	Swiggle Stix® Bridge Ground Level DB		156	7470
184490A	Swiggle Stix® Bridge Ground to Deck DB		166	7750
193171B	SwiggleKnots™ Bridge Deck to Deck (DB Only)		151	7930
193171C	SwiggleKnots™ Bridge Ground Level (DB Only)		141	7470
193171A	SwiggleKnots™ Bridge Ground to Deck (DB Only)		146	7695
193173B	TightRope™ Bridge Deck to Deck		67	2510
193173C	TightRope™ Bridge Ground Level		57	2030
193173A	TightRope™ Bridge Ground to Deck		62	2270

PlayBooster® Tunnels

117088A	C-Crawl Tunnel Inclined Ground-48" Deck, 16" Deck Difference ¹		166	6640
117089A	C-Crawl Tunnel Level Ground-48" Deck ¹		166	6640
142892A	Crawl Tunnel 90° Curve Ground-72" Deck Above Deck ¹		102	4095
142892B	Crawl Tunnel 90° Curve Ground-72" Deck Ground Level ¹		114	4500
126204A	Crawl Tunnel Straight 32" Straight, Ground-72" Deck ^{1,2}		78	2555
126204B	Crawl Tunnel Straight 64" Straight, Ground-72" Deck ^{1,2}		110	3400
122589A	Offset Crawl Tunnel 16" Offset Deck To Deck ¹		96	3765
122589B	Offset Crawl Tunnel 16" Offset Deck To Ground ¹		104	3955
129042A	Offset Crawl Tunnel 24" Offset Deck To Deck ¹		105	4135
129042B	Offset Crawl Tunnel 24" Offset Deck To Ground ¹		113	4370
119930B	Offset Crawl Tunnel 8" Offset ¹		90	3615
117088B	S-Crawl Tunnel Inclined Ground-48" Deck, 16" Deck Difference ¹		166	6640
117089B	S-Crawl Tunnel Level Ground-48" Deck ¹		166	6640
119641A	Wire Crawl Tunnel Ground-72" Deck ¹		126	2875

¹ NOTE: Additional cost associated with Deck-to-Grade and Grade-to-Grade.

² NOTE: Additional weight and cost associated with each View Tube section.

PlayBooster® Enclosures

NOTE: Enclosures do not fit under decks that are 40" or below, unless noted. Some enclosures require an additional upcharge for ground level mounting.

179041A	Alphamaze/Labyrinth Vibe Panel™ Above Deck		63	1390
179041B	Alphamaze/Labyrinth Vibe Panel™ Ground Level		50	1390
111240A	Balcony Deck		116	1565
111240B	Balcony Deck w/Steering Wheel		122	1820
115236A	Ball Maze Panel	UPS	65	1500
178480A	Barn Driver Panel Custom Above Deck		56	1650
178480B	Barn Driver Panel Custom Ground Level		63	1860
178476A	Barn Panel Custom Above Deck		43	1200
178476B	Barn Panel Custom Ground Level		49	1400
178482A	Barn Panel Ground Level Custom		44	1190
178475A	Barn Panel w/Cow Head Custom Above Deck		79	1645
178475B	Barn Panel w/Cow Head Custom Ground Level		85	1850
178474A	Barn Panel w/Horse Head Custom Above Deck		98	2115
178474B	Barn Panel w/Horse Head Custom Ground Level		104	2310
178481A	Barn Periscope Panel Custom Above Deck		64	2245
178481B	Barn Periscope Panel Custom Ground Level		70	2455
160694A	Barrier w/Infill Panel	UPS	32	750
164092A	Bongo Panel® Above Deck	UPS	53	1210
164092B	Bongo Panel® Ground Level	UPS	59	1435
164094A	Bongo Reach Panel Above Deck	UPS	37	1090
164094B	Bongo Reach Panel Ground Level	UPS	37	1090
179042A	Bongo Vibe Panel™ Above Deck		78	1635
179042B	Bongo Vibe Panel™ Ground Level		65	1635
129806B	Bracket Retro Kit for Wheel w/Infill	UPS	4	245
129806A	Bracket Retro Kit for Wheel w/o Infill	UPS	2	85
123844A	Braille and Clock Panel	UPS	52	1980
115223A	Bubble Panel Above Deck	UPS	38	1035

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Model #	Description	UPS	Weight(lbs)	Price(\$)
115223B	Bubble Panel Ground Level	UPS	46	1230
179043A	Bubble Vibe™ Panel Above Deck		55	1450
179043B	Bubble Vibe™ Panel Ground Level		42	1450
115243A	Chimes Panel		60	1805
135731A	Chimes Reach Panel	UPS	31	1565
177712A	Color Splash Panel™ Above Deck		83	3600
177712B	Color Splash Panel™ Ground Level		89	3750
179044A	Color Splash Vibe Panel™ Above Deck		86	3930
179044B	Color Splash Vibe Panel™ Ground Level		73	3930
191031A	Curb	UPS	5	135
217909A	DigiFuse® Barrier Panel Above Deck		41	1580
217909B	DigiFuse® Barrier Panel Ground Level		44	1805
218172A	DigiFuse® Barrier Panel w/Medallions Above Deck		43	2330
218172B	DigiFuse® Barrier Panel w/Medallions Ground Level		46	2560
217908A	DigiFuse® Bubble Panel Above Deck		36	1790
217908B	DigiFuse® Bubble Panel Ground Level		39	2020
217912A	DigiFuse® Hole Panel		29	1380
217911A	DigiFuse® Periscope Panel Above Deck		60	2840
217911B	DigiFuse® Periscope Panel Ground Level		64	3065
115228A	Driver Panel (Permalene®) Above Deck	UPS	46	1055
115228B	Driver Panel (Permalene®) Ground Level	UPS	54	1270
139382A	Driver Panel (SteelX®) Above Deck		89	1135
139382B	Driver Panel (SteelX®) Ground Level		91	1360
178479A	Duck Accent Panel Custom		9	320
115229A	Finger Maze Panel	UPS	44	880
173563A	Fun Mirror Panel® Ground Level		62	2985
179045A	Fun Mirror Vibe Panel™ Ground Level		111	3325
117146A	Gear Panel		122	2355
219076A	GeoPlex® 3/4 Barrier	UPS	33	780
219075A	GeoPlex® Handhold Panels	UPS	26	345
178477A	Goat Accent Panel Custom		14	525
127953B	Handhold Panel 1 Panel	UPS	12	205
127953A	Handhold Panel 2 Panels	UPS	24	340
115253A	Hole Panel (Permalene®) ¹	UPS	30	740
139381A	Hole Panel (SteelX®) ¹	UPS	60	820
179046A	Hole Vibe™ Panel Ground Level		39	1115
123319A	Hourglass Panel		66	1805
115235A	House Panel (Permalene®) Above Deck	UPS	39	840
115235B	House Panel (Permalene®) Ground Level	UPS	47	1055
139380A	House Panel (SteelX®) Above Deck		82	1030
139380B	House Panel (SteelX®) Ground Level		86	1225
127681A	Image Panel 176 Play Blocks	UPS	73	1710
129043A	Image Reach Panel 75 Play Blocks	UPS	53	1120
173566A	Kaleidospin Panel® Ground Level		83	4090
179049A	Kaleidospin Vibe Panel™ Ground Level		111	4410
173567A	Marble Panel® Above Deck		64	2855
173567B	Marble Panel® Ground Level		70	3010
179050A	Marble Vibe Panel™ Above Deck		89	3190
179050B	Marble Vibe Panel™ Ground Level		76	3190
135730A	Match 3 Reach Panel	UPS	24	1000
127678A	Match 4 Panel Above Deck	UPS	46	1185
127678B	Match 4 Panel Ground Level	UPS	54	1390
115234A	Mirror Panel	UPS	61	1435
127439A	Navigator Reach Panel	UPS	28	845
173564A	Optigear Panel® Above Deck		59	4090
173564B	Optigear Panel® Ground Level		65	4215
179051A	Optigear Vibe Panel™ Above Deck		110	4445
179051B	Optigear Vibe Panel™ Ground Level		97	4445
117957A	Periscope Panel (Permalene®) Above Deck	UPS	63	1980
117957B	Periscope Panel (Permalene®) Ground Level	UPS	71	2185
139379A	Periscope Panel (SteelX®) Above Deck		100	2280
139379B	Periscope Panel (SteelX®) Ground Level		103	2510
135729A	Periscope Reach Panel	UPS	46	1905
178478A	Pig Accent Panel Custom		13	460
119514A	Pilot Panel Above Deck		54	1365
119514B	Pilot Panel Ground Level		62	1575

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Model #	Description	UPS	Weight(lbs)	Price(\$)
140244B	Pipe Barrier (ProShield®) Above Deck w/o Wheel	UPS	51	835
140244A	Pipe Barrier (ProShield®) Above Deck w/Wheel	UPS	57	1090
140244D	Pipe Barrier (ProShield®) Ground Level w/o Wheel	UPS	57	1035
140244C	Pipe Barrier (ProShield®) Ground Level w/Wheel	UPS	63	1300
117680A	Pipe Barrier 90° Tri-Deck w/o Wheel		74	800
117680B	Pipe Barrier 90° Tri-Deck w/Wheel		80	1065
116244A	Pipe Barrier Above Deck w/o Wheel	UPS	51	760
116244B	Pipe Barrier Above Deck w/Wheel	UPS	57	1000
116244C	Pipe Barrier Ground Level w/o Wheel	UPS	57	955
116244D	Pipe Barrier Ground Level w/Wheel	UPS	63	1200
117681A	Pipe Guardrail 90° Tri-Deck		38	810
116245A	Pipe Guardrail Above Deck	UPS	28	620
116245B	Pipe Guardrail Ground Level	UPS	36	845
115225A	Puppet Panel Above Deck	UPS	39	740
115225B	Puppet Panel Ground Level	UPS	47	940
115226A	Puppet Panel w/Window Above Deck	UPS	42	915
115226B	Puppet Panel w/Window Ground Level	UPS	50	1130
177718A	Rain Sound Wheel Panel™ Above Deck		78	2625
177718B	Rain Sound Wheel Panel™ Ground Level		84	2790
179052A	Rain Sound Wheel Vibe Panel™ Above Deck		104	2975
179052B	Rain Sound Wheel Vibe Panel™ Ground Level		91	2975
169319A	Recycled Wood-Grain Lumber Panel		85	1505
159459A	Ring-a-Bell™ Panel Above Deck	UPS	54	1760
159459B	Ring-a-Bell™ Panel Ground Level	UPS	61	1980
164148A	Ring-a-Bell™ Reach Panel Above Deck	UPS	31	1195
164148B	Ring-a-Bell™ Reach Panel Ground Level	UPS	31	1195
164145A	Rock-n-Ring® Panel ¹	UPS	71	2500
115257A	Sand and Water Panel Tan Dish Only ¹	UPS	83	1985
176650A	Ship Cannon Panel Custom Above Deck		103	2770
176650B	Ship Cannon Panel Custom Ground Level		111	2975
176638A	Ship Wheel Panel Custom Above Deck		80	2310
176638B	Ship Wheel Panel Custom Ground Level		88	2530
176805A	Ship Window Panel Custom Above Deck		28	925
176805B	Ship Window Panel Custom Ground Level		36	1130
188835A	Sign Language Panel Above Deck	UPS	44	1055
188835B	Sign Language Panel Ground Level	UPS	52	1280
115242B	Slant Entrance Panel 24" Diameter 2"SM ¹	UPS	51	1615
115242A	Slant Entrance Panel 24" Diameter DB ¹	UPS	55	1395
115222A	Slant Window Panel	UPS	66	1570
123483A	Space Travel Panel		59	1635
115254A	Storefront Panel (Permalene®) ¹	UPS	24	760
139378A	Storefront Panel (SteelX®) ¹	UPS	38	855
130565A	Table Panel ¹	UPS	55	1330
115231A	Tic-Tac-Toe Panel (Permalene®) Above Deck, Tan Discs Only		55	1775
115231B	Tic-Tac-Toe Panel (Permalene®) Ground Level, Tan Discs Only		63	1990
139377A	Tic-Tac-Toe Panel (SteelX®) Above Deck ²		111	2910
139377B	Tic-Tac-Toe Panel (SteelX®) Ground Level ²		113	3115
115230A	Tracing Panel Above Deck	UPS	44	880
115230B	Tracing Panel Ground Level	UPS	52	1115
127440A	Trail Tracker® Reach Panel	UPS	19	570
125921A	TurboTwister™ Barrier Pipe Barrier w/o Wheel	UPS	52	810
125921B	TurboTwister™ Barrier Pipe Barrier w/Wheel	UPS	58	1070
125921C	TurboTwister™ Barrier Wire Barrier w/o Wheel	UPS	38	915
125921D	TurboTwister™ Barrier Wire Barrier w/Wheel	UPS	44	1190
201512A	Vibe® 3/4 Handhold Barrier Left	UPS	53	1000
201512A	Vibe® 3/4 Handhold Barrier Right	UPS	53	1000
180094B	Vibe® Handhold Panel 1 Panel		25	355
180094A	Vibe® Handhold Panel 2 Panels		51	760
180465A	Window Vibe™ Panel Above Deck		56	1360
180465B	Window Vibe™ Panel Ground Level		43	1360
120315A	Wire Barrier 90° Tri-Deck w/o Wheel		47	1040
120315B	Wire Barrier 90° Tri-Deck w/Wheel		52	1315
120314A	Wire Barrier Above Deck w/o Wheel	UPS	38	835
120314B	Wire Barrier Above Deck w/Wheel	UPS	44	1090
120314C	Wire Barrier Ground Level w/o Wheel	UPS	46	1050
120314D	Wire Barrier Ground Level w/Wheel	UPS	52	1320

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Model #	Description	UPS	Weight(lbs)	Price(\$)
173565A	Xylofun Panel® Above Deck		54	3060
173565B	Xylofun Panel® Ground Level		60	3175
179053A	Xylofun Vibe Panel™ Above Deck		79	3385
179053B	Xylofun Vibe Panel™ Ground Level		65	3385
114649A	Zoo Infill Panel	UPS	31	940
115227A	Zoo Panel Above Deck	UPS	36	750
115227B	Zoo Panel Ground Level	UPS	44	945

¹ NOTE: Ground-Level Panels can fit under 40" Decks.

² NOTE: 4-week lead time required.

PlayBooster® Motion & More Fun

152603A	Adventureship Puppet Panel Ground Level		39	750
115224A	Adventureship Window Panel Above Deck		40	765
115224B	Adventureship Window Panel Ground Level		48	965
201545A	Blender™ Spinner		103	3045
193176A	Boogie Board™ (DB Only)		110	2645
111357A	Chinning Bar, Aluminum Post		41	655
111357C	Chinning Bar, Steel Post		80	625
166809A	E-Pod® Step	UPS	11	375
120901A	Grab Bar	UPS	5	235
201546A	Gyro Twister® Spinner		106	2340
120902A	Handhold Leg Lift Brown Only	UPS	4	250
111275A	Handloop Assembly	UPS	10	290
111356A	Log Roll Aluminum Post, Tan Log Only	UPS	87	1725
111356B	Log Roll Steel Post, Tan Log Only	UPS	120	1680
118089A	Loop Seat		19	585
111361A	Parallel Bars, Order Posts Separately		31	850
120818A	Playstructure Seat	UPS	26	465
111276A	Rail Assembly	UPS	12	285
118457A	Ship Bow		223	3765
176760A	Ship Bow 126" Wide Custom (DB Only)		645	13550
176759A	Ship Bow 84" Wide Custom (DB Only)		605	11095
176268A	Ship Bow Spirit Custom		90	2510
176758A	Ship Flag Custom		23	520
118458A	Ship Front Panel		110	1690
118453A	Ship Mast		324	7555
176756A	Ship Mast 2-Sail Custom 32"-40" Deck (DB Only)		257	3585
176756B	Ship Mast 2-Sail Custom 48" Deck (DB Only)		261	3595
176756C	Ship Mast 2-Sail Custom 56" Deck (DB Only)		267	3600
176756D	Ship Mast 2-Sail Custom 64" Deck (DB Only)		271	3615
176756E	Ship Mast 2-Sail Custom 72" Deck (DB Only)		275	3640
176757A	Ship Mast 2-Sail w/Crowsnest Custom 32"-40" Deck (DB Only)		313	5280
176757B	Ship Mast 2-Sail w/Crowsnest Custom 48" Deck (DB Only)		317	5305
176757C	Ship Mast 2-Sail w/Crowsnest Custom 56" Deck (DB Only)		323	5320
176757D	Ship Mast 2-Sail w/Crowsnest Custom 64" Deck (DB Only)		327	5335
176757E	Ship Mast 2-Sail w/Crowsnest Custom 72" Deck (DB Only)		331	5360
176755A	Ship Mast Full Sail Custom 32"-40" Deck (DB Only)		331	6355
176755B	Ship Mast Full Sail Custom 48" Deck (DB Only)		335	6360
176755C	Ship Mast Full Sail Custom 56" Deck (DB Only)		340	6370
176755D	Ship Mast Full Sail Custom 64" Deck (DB Only)		345	6375
176755E	Ship Mast Full Sail Custom 72" Deck (DB Only)		349	6380
176972A	Ship Mast Full Sail w/Crowsnest Custom 32"-40" Deck (DB Only)		403	8525
176972B	Ship Mast Full Sail w/Crowsnest Custom 48" Deck (DB Only)		408	8530
176972C	Ship Mast Full Sail w/Crowsnest Custom 56" Deck (DB Only)		413	8545
176972D	Ship Mast Full Sail w/Crowsnest Custom 64" Deck (DB Only)		417	8550
176972E	Ship Mast Full Sail w/Crowsnest Custom 72" Deck (DB Only)		422	8560
176731A	Ship Wheel Post Mount Custom	UPS	15	1695
193174A	Sol Spinner™		128	2830
153165A	Stationary Cyler Accessible Order Posts Separately		22	595
160054D	Stationary Cyler Accessible, Handles Only, Order Posts Separately	UPS	17	1050
160054B	Stationary Cyler Handles Only, Order Posts Separately	UPS	17	1050
160054A	Stationary Cyler Pedals and Grab Bar, Order Posts Separately	UPS	26	1365
160054C	Stationary Cyler Pedals and Handles, Order Posts Separately	UPS	34	1950
170894A	Sway Fun® Glider (12")		1271	20335

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Model #	Description	UPS	Weight(lbs)	Price(\$)
138871A	Sway Fun® Glider (16")		1256	19875
111363B	Talk Tube 16" Deck, Order Posts Separately ¹	UPS	16	625
111363C	Talk Tube 24" Deck, Order Posts Separately ¹	UPS	17	630
111363D	Talk Tube 32" Deck, Order Posts Separately ¹	UPS	18	635
111363E	Talk Tube 40" Deck, Order Posts Separately ¹	UPS	19	670
111362A	Talk Tube 40" Tubing Kit	UPS	15	255
111363F	Talk Tube 48" Deck, Order Posts Separately ¹	UPS	20	685
111363G	Talk Tube 56" Deck, Order Posts Separately ¹	UPS	21	695
111363H	Talk Tube 64" Deck, Order Posts Separately ¹	UPS	23	725
111363I	Talk Tube 72" Deck, Order Posts Separately ¹	UPS	24	740
111363J	Talk Tube 8" Deck, Order Posts Separately ¹	UPS	15	620
129079A	Talk Tube for PlayOdyssey® 48" Deck, Order Posts Separately ¹		29	850
129079B	Talk Tube for PlayOdyssey® 72" Deck, Order Posts Separately ¹		37	885
111363A	Talk Tube Ground Level, Order Posts Separately ¹	UPS	14	620
111357B	Turning Bar, Aluminum Post		35	620
111357D	Turning Bar, Steel Post		68	595
111306B	Wheel w/Infill	UPS	8	345
111306A	Wheel w/o Infill	UPS	6	285

¹ NOTE: Order one Talk Tube Tubing Kit with two Talk Tubes; combine any height listed.

PlayBooster® Roofs

111256A	Arch Roof, Order Arches Separately		35	1035
178471A	Barn Roof Custom		844	23175
136488A	CoolToppers® Full Sail (DB Only)		691	14200
176761A	CoolToppers® Full Sail For Hex Deck Custom		919	17005
154884A	CoolToppers® Single Post Pyramid Roof (DB Only)		145	4025
166081A	CoolToppers® Wave (DB Only)		20	1450
217910A	DigiFuse® Vibe® Roof		61	2210
212256A	Flower Accent Topper		83	1980
139376A	Hex Roof (SteelX®) w/o Flag		413	5890
139376B	Hex Roof (SteelX®) w/Permalene® Flag		426	6260
130567A	Hex Shingle Roof		193	3430
178469A	Palm Tree Accent Topper Custom		134	1980
178470A	Pine Tree Accent Topper		108	1490
111408A	Recycled Peak Roof		200	4155
211190C	Recycled Tree House Roof w/o Stack and w/"Kids Only" sign		294	3925
211190D	Recycled Tree House Roof w/o Stack and w/o "Kids Only" sign		294	3790
211190A	Recycled Tree House Roof w/Stack and w/"Kids Only" sign		305	4230
211190B	Recycled Tree House Roof w/Stack and w/o "Kids Only" sign		304	4095
178472A	Silo Roof Custom		355	7470
178473A	Silo Roof w/Checkered Panels Custom		464	9980
129816A	Square Peak Tile Roof w/Logo Panels ¹		105	1765
129816B	Square Peak Tile Roof w/o Logo Panels ¹		93	1620
118110A	Square Poly Roof w/Logo Panels ¹		112	1570
118110B	Square Poly Roof w/o Logo Panels ¹		99	1435
139375A	Square Roof (SteelX®) w/o Flag		250	3680
139375B	Square Roof (SteelX®) w/Permalene® Flag		263	4065
130102A	Super Square Shingle Roof w/Permalene® Roof Cap		210	3900
130102B	Super Square Shingle Roof w/Poly Roof Cap		219	4550
179594A	Vibe® Roof		81	1635

¹ NOTE: Free customized text on roof; limit approximately 15 characters including spaces. Validate customized text in design tools.

PlayBooster® Mainstructures

185296A	10' PlayOdyssey® Tower		3375	33480
188689A	10' PlayOdyssey® Tower		3048	27635
185302A	10' PlayOdyssey® Tower EN		3442	35635
188692A	10' PlayOdyssey® Tower w/o Roof EN		3115	29815
185355A	10' Tower El Slide 120" Deck (DB Only)		516	10030
185355B	10' Tower El Slide 120" Deck w/1 View Tube (DB Only)		527	10665
185354A	10' Tower Gemini SlideWinder2® 120" Deck (DB Only)		638	13865
185346A	10' Tower SlideWinder2® 120" Deck (DB Only)		323	6765

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Model #	Description	UPS	Weight(lbs)	Price(\$)
185338A	10' Tower TurboTwister™ 120" Deck (DB Only)		410	7910
185338B	10' Tower TurboTwister™ 120" Deck w/1 View Tube (DB Only)		422	8570
222709A	10' Tower WhooshWinder™ Slide 120" Deck (DB Only)		344	7790
165596A	12' PlayOdyssey® Tower (DB Only) 72" Deck w/o Center Access, 144" Deck w/Roof, w/Center Access (Steel Posts and DB Only)		3600	35080
167191A	12' PlayOdyssey® Tower EN		3700	37310
165824A	12' Tower Bubble Panel		72	1900
165781B	12' Tower EI Slide 144" Deck w/Pipe Barrier (DB Only)		560	11770
165781D	12' Tower EI Slide 144" Deck w/Pipe Barrier and 1 View Tube (DB Only)		572	12415
165781A	12' Tower EI Slide 144" Deck w/Zoo Panel (DB Only)		550	11400
165781C	12' Tower EI Slide 144" Deck w/Zoo Panel and 1 View Tube (DB Only)		562	12060
166533B	12' Tower Gemini SlideWinder2® 144" Deck w/Pipe Barrier (DB Only)		680	15995
166533A	12' Tower Gemini SlideWinder2® 144" Deck w/Zoo Panel (DB Only)		670	15635
165960A	12' Tower Pipe Barrier		82	1380
165780B	12' Tower SlideWinder2® 144" Deck w/Pipe Barrier (DB Only)		370	8425
165780A	12' Tower SlideWinder2® 144" Deck w/Zoo Panel (DB Only)		360	8070
165827B	12' Tower TurboTwister™ 144" Deck w/Pipe Barrier (DB Only)		535	10000
165827D	12' Tower TurboTwister™ 144" Deck w/Pipe Barrier and 1 View Tube (DB Only)		547	10660
165827A	12' Tower TurboTwister™ 144" Deck w/Zoo Panel (DB Only)		525	9640
165827C	12' Tower TurboTwister™ 144" Deck w/Zoo Panel and 1 View Tube (DB Only)		537	10290
222710B	12' Tower WhooshWinder® Slide 144" Deck w/Pipe Barrier (DB Only)		466	9700
222710A	12' Tower WhooshWinder® Slide 144" Deck w/Zoo Panel (DB Only)		437	9280
194659B	Disc Net™ Climber for Netplex™ 14-Post		782	36295
194659A	Disc Net™ Climber for Netplex™ 7-Post		527	27340
271911B	Disc Net™ Climber w/Alpine® Slide for NetPlex™ 13-Post (DB Only)		1133	42350
271911A	Disc Net™ Climber w/Alpine® Slide for NetPlex™ 7-Post (DB Only)		916	33395
224086B	Disc Net™ Climber w/Double Swoosh Slide® for Netplex™ 13-Post		1107	40350
224086A	Disc Net™ Climber w/Double Swoosh Slide® for Netplex™ 7-Post		887	31385
220545A	GeoPlex® 3-Spoke Tower Aluminum Post		374	7325
220545B	GeoPlex® 3-Spoke Tower Steel Post		559	7115
222231A	GeoPlex® 3-Spoke Tower w/Cables		1020	13415
220546A	GeoPlex® 5-Post Tower Aluminum Post		600	11910
220546B	GeoPlex® 5-Post Tower Steel Post		842	11540
222232A	GeoPlex® 5-Post Tower w/Cables		1610	22600
223169A	GeoPlex® Labyrinth Climber 5-Post Tower to 5-Post Tower		2200	37750
223169B	GeoPlex® Labyrinth Climber 64" Deck to 5-Post Tower		1350	26250
223169C	GeoPlex® Labyrinth Climber 72" Deck to 5-Post Tower		1350	26250
223163C	GeoPlex® Navigator Climber 3-Spoke Tower to 3-Spoke Tower		1550	20950
223163B	GeoPlex® Navigator Climber 5-Post Tower to 3-Spoke Tower		1830	25360
223163A	GeoPlex® Navigator Climber 5-Post Tower to 5-Post Tower		2120	29775
223166A	GeoPlex® Trailblazer Climber 5-Post Tower to 5-Post Tower		2260	34025
223166B	GeoPlex® Trailblazer Climber 72" Deck to 5-Post Tower		1370	22345
224091A	Netplex® 13-Post No Roof (DB Only)		1667	14360
224091B	Netplex® 13-Post w/ 3 Roofs (DB Only)		2060	19705
224091C	Netplex® 13-Post w/ 5 Roofs (DB Only)		2358	23250
193169A	Netplex® 14-Post No Roof (DB Only)		1756	15175
193169B	Netplex® 14-Post w/ 3 Roofs (DB Only)		2221	20510
193169C	Netplex® 14-Post w/ 5 Roofs (DB Only)		2447	24050
193169D	Netplex® 14-Post w/ 7 Roofs (DB Only)		2757	27610
193168A	Netplex® 7-Post No Roof (DB Only)		930	8090
193168B	Netplex® 7-Post w/ 3 Roofs (DB Only)		1323	13425
128980B	PlayOdyssey® Octagonal Deck (DB Only) 48" Deck w/o Roof, w/Center Access		1715	18785
128980C	PlayOdyssey® Octagonal Deck (DB Only) 48" Deck w/o Roof, w/o Center Access		1565	17670
128980A	PlayOdyssey® Octagonal Deck (DB Only) 48" Deck w/Roof, w/Center Access		2043	24600
128980E	PlayOdyssey® Octagonal Deck (DB Only) 72" Deck w/o Roof, w/Center Access		1762	18940
128980F	PlayOdyssey® Octagonal Deck (DB Only) 72" Deck w/o Roof, w/o Center Access		1620	17815

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
128980D	PlayOdyssey® Octagonal Deck (DB Only) 72" Deck w/Roof, w/Center Access		2089	24760
193175B	Skyport™ Climber for Netplex™ 14-Post (DB Only)		764	36735
193175A	Skyport™ Climber for Netplex™ 7-Post (DB Only)		452	25420
271912B	Skyport™ Climber w/Alpine® Slide for NetPlex™ 13-Post (DB Only)		1195	42790
271912A	Skyport™ Climber w/Alpine® Slide for NetPlex™ 7-Post (DB Only)		923	31470
224088B	Skyport™ Climber w/Double Swoosh Slide® for Netplex™ 13-Post (DB Only)		1087	40775
224088A	Skyport™ Climber w/Double Swoosh Slide® for Netplex™ 7-Post (DB Only)		814	29460
193172A	Watermill™ Climber		193	5690
272371A	Zenith® Climber for 7 Post Netplex®		272	7010

PlayBooster® Decks

188857A	3-sided Extension		143	2420
122197A	90° Triangular Tenderdeck		66	1050
191032A	Curb	UPS	7	190
152912A	Curved Transfer Module (SteelX®) 32" Deck		198	3255
152912B	Curved Transfer Module (SteelX®) 40" Deck		235	3680
152912C	Curved Transfer Module (SteelX®) 48" Deck		269	3845
152911A	Curved Transfer Module 32" Deck		195	2895
184354A	Curved Transfer Module 32" Deck		210	3325
152911B	Curved Transfer Module 40" Deck		240	3365
184354B	Curved Transfer Module 40" Deck		284	3790
152911C	Curved Transfer Module 48" Deck		279	3550
184354C	Curved Transfer Module 48" Deck		344	3950
111607A	Deck Clamp Lowering Kit		1	66
154752A	Hex Deck w/Extension		472	5570
178710A	Hexagon Tenderdeck		285	3575
111525A	Kick Panel 24" Rise, 2-Color Permalene®	UPS	25	540
111525B	Kick Panel 32" Rise, 2-Color Permalene®	UPS	32	685
121948B	Kick Plate 16" Rise	UPS	23	235
121948A	Kick Plate 8" Rise	UPS	13	140
121949B	Kick Plate 90° Tri-Deck 16" Rise	UPS	33	290
121949A	Kick Plate 90° Tri-Deck 8" Rise	UPS	13	205
111230A	Square Corner		97	1150
111228A	Square Deck		118	1250
111229A	Square Extension		105	1195
112471A	Transfer Step		57	635
185852A	Transfer Step w/2 Handloops		77	1230
184418A	Tree Stump Transfer Module ¹		3026	8945
169321A	Tree Stump Transfer Module 48" Deck (DB Only) ¹		3700	8945
111231A	Triangular Tenderdeck		62	965
119646A	Triangular Tenderdeck Extension		51	940

¹ NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

PlayBooster® Posts

111404G	100" Aluminum Post for 24" Deck		26	355
111404S	100" Steel Post for 24" Deck		60	330
111405A	106" Aluminum Flush Post for 72" Deck		27	610
111405J	106" Steel Flush Post for 72" Deck		63	535
111404F	108" Aluminum Post for 32" Deck		28	360
111404R	108" Steel Post for 32" Deck		65	340
111403J	110" Aluminum Roof Post for Ground Level		26	375
111403T	110" Steel Roof Post for Ground Level		63	375
111406E	113" Arch for Ground Level		77	1570
111404E	116" Aluminum Post for 40" Deck		29	375
111404Q	116" Steel Post for 40" Deck		70	345
111403I	118" Aluminum Roof Post for 8" Deck		27	380
111403S	118" Steel Roof Post for 8" Deck		69	380
111404D	124" Aluminum Post for 48" Deck		30	435
111404P	124" Steel Post for 48" Deck		74	355
111403H	126" Aluminum Roof Post for 16" Deck		29	440

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

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Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
111403R	126" Steel Roof Post for 16" Deck		73	440
111404C	132" Aluminum Post for 56" Deck		31	450
111404O	132" Steel Post for 56" Deck		78	360
179595X	132" Steel Vibe® Roof Post for Ground Level		78	360
111403G	134" Aluminum Roof Post for 24" Deck		30	455
111403Q	134" Steel Roof Post for 24" Deck		77	455
111404B	140" Aluminum Post for 64" Deck		34	455
111406D	140" Arch for 32" Deck		86	1690
111404N	140" Steel Post for 64" Deck		83	375
179595W	140" Steel Vibe® Roof Post for 8" Deck		83	375
111403F	142" Aluminum Roof Post for 32" Deck		33	480
111403P	142" Steel Roof Post for 32" Deck		82	460
111404A	148" Aluminum Post for 72" Deck		36	480
111404M	148" Steel Post for 72" Deck		88	435
179595V	148" Steel Vibe® Roof Post for 16" Deck		88	435
111403E	150" Aluminum Roof Post for 40" Deck		34	485
111403O	150" Steel Roof Post for 40" Deck		87	480
111406C	154" Arch for 40"-48" Deck		91	1710
111404K	156" Aluminum Post for 80" Deck		37	540
111404W	156" Steel Post for 80" Deck		92	505
179595U	156" Steel Vibe® Roof Post for 24" Deck		93	505
111403D	158" Aluminum Roof Post for 48" Deck		36	505
111403N	158" Steel Roof Post for 48" Deck		91	485
111404L	164" Aluminum Post for 88" Deck		38	560
111404X	164" Steel Post for 88" Deck		96	525
179595T	164" Steel Vibe® Roof Post for 32" Deck		98	520
111403C	166" Aluminum Roof Post for 56" Deck		37	510
173880C	166" Steel CoolToppers® Wave Post		106	1080
111403M	166" Steel Roof Post for 56" Deck		96	500
111406B	170" Arch for 56"-64" Deck		97	1780
179595S	172" Steel Vibe® Roof Post for 40" Deck		103	535
111403B	174" Aluminum Roof Post for 64" Deck		39	535
111403L	174" Steel Roof Post for 64" Deck		100	505
111406A	178" Arch for 72" Deck		100	1850
179595R	180" Steel Vibe® Roof Post for 48" Deck		108	545
111403A	182" Aluminum Roof Post for 72" Deck		40	540
111404Z	182" Steel Post for 96" Deck (44" Bury)		105	565
111403K	182" Steel Roof Post for 72" Deck		104	510
179595Q	188" Steel Vibe® Roof Post for 56" Deck		113	555
111403U	190" Aluminum Roof Post for 80" Deck		42	555
173880B	190" Steel CoolToppers® Wave Post		119	1120
111403V	190" Steel Roof Post for 80" Deck		108	535
179595P	196" Steel Vibe® Roof Post for 64" Deck		118	565
154883E	201" Steel Post (60" Bury) For CoolToppers® Single Post Pyramid Roof (Ground-8" Deck) ¹		172	930
136689A	204" Steel CoolToppers® Full Sail Post for 48" Deck (60" Bury)		117	540
179595O	204" Steel Vibe® Roof Post for 72" Deck		123	585
136689B	212" Steel CoolToppers® Full Sail Post for 56" Deck (60" Bury)		120	545
179595N	212" Steel Vibe® Roof Post for 80" Deck		128	600
173880A	214" Steel CoolToppers® Wave Post		132	1150
136689C	220" Steel CoolToppers® Full Sail Post for 64"-72" Deck (60" Bury)		125	560
179595M	220" Steel Vibe® Roof Post for 88" Deck		133	615
154883D	221" Steel Post (60" Bury) For CoolToppers® Single Post Pyramid Roof (16"-24" Deck) ¹		188	955
154883C	233" Steel Post (60" Bury) For CoolToppers® Single Post Pyramid Roof (32"-40" Deck) ¹		200	1120
154883B	249" Steel Post (60" Bury) For CoolToppers® Single Post Pyramid Roof (48"-56" Deck) ¹		211	1145
154883A	265" Steel Post (60" Bury) For CoolToppers® Single Post Pyramid Roof (64"-72" Deck) ¹		222	1200
154883F	301" Steel Post (72" Bury) For CoolTopper® Single Post Pyramid Roof (96" Deck) ¹		253	1560
111405I	42" Aluminum Flush Post for 8" Deck		12	485
111405R	42" Steel Flush Post for 8" Deck		27	455
111405H	50" Aluminum Flush Post for 16" Deck		14	500
111405Q	50" Steel Flush Post for 16" Deck		31	460

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
111405G	58" Aluminum Flush Post for 24"Deck		16	505
111405P	58" Steel Flush Post for 24" Deck		36	480
111405F	66" Aluminum Flush Post for 32"Deck		18	525
111405O	66" Steel Flush Post for 32" Deck		40	485
111405E	74" Aluminum Flush Post for 40"Deck		19	540
111405N	74" Steel Flush Post for 40" Deck		46	500
111404J	76" Aluminum Post for Ground Level		19	315
111404V	76" Steel Post for Ground Level		47	295
111405D	82" Aluminum Flush Post for 48"Deck		21	545
111405M	82" Steel Flush Post for 48" Deck		50	505
111404I	84" Aluminum Post for 8" Deck		21	330
111404U	84" Steel Post for 8" Deck		51	305
111405C	90" Aluminum Flush Post for 56"Deck		23	560
111405L	90" Steel Flush Post for 56" Deck		54	510
111404H	92" Aluminum Post for 16" Deck		23	340
111404T	92" Steel Post for 16" Deck		56	315
111405B	98" Aluminum Flush Post for 64"Deck		26	585
111405K	98" Steel Flush Post for 64" Deck		59	525
176762I	Custom 118" Steel CoolToppers® Post for 8" Hex Deck (60" Bury)		69	375
176762H	Custom 126" Steel CoolToppers® Post for 16" Hex Deck (60" Bury)		73	435
176762G	Custom 134" Steel CoolToppers® Post for 24" Hex Deck (60" Bury)		77	450
176762F	Custom 142" Steel CoolToppers® Post for 32" Hex Deck (60" Bury)		82	455
176762E	Custom 150" Steel CoolToppers® Post for 40" Hex Deck (60" Bury)		87	465
176762D	Custom 158" Steel CoolToppers® Post for 48" Hex Deck (60" Bury)		91	485
176762C	Custom 166" Steel CoolToppers® Post for 56" Hex Deck (60" Bury)		96	500
176762B	Custom 174" Steel CoolToppers® Post for 64" Hex Deck (60" Bury)		100	505
176762A	Custom 182" Steel CoolToppers® Post for 72" Hex Deck (60" Bury)		104	510

¹ NOTE: The Post for CoolToppers® Single Post Pyramid Roof is constructed of steel and can be various heights to supply shade to your structure.

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
PlayShaper® Slides				
123339A	Curved Slide 40" Deck		82	1990
132155A	Double Slide 30"-32" Deck		114	2230
132155B	Double Slide 36"-48" Deck		132	2515
178768A	Double Swirl Slide 48" Deck		176	2755
178720A	Double Wave Slide 48" Deck		175	3300
111323A	El Slide 32" Deck		133	2840
205015A	Gemini Slide Hood Extension Kit	UPS	16	0
133426A	Gemini SlideWinder2® 30"-32" Deck		247	5255
133426B	Gemini SlideWinder2® 36"-40" Deck		273	6170
133426C	Gemini SlideWinder2® 48" Deck		327	6695
166076A	Infant Single Slide		62	1360
137967A	Lava Run Slide 30"-32" Deck		99	1865
133668A	Single Slide 36"-48" Deck		91	1905
205013A	Slidewinder Hood Extension Kit	UPS	8	0
132117A	SlideWinder2® 30"-32" Deck		153	2515
132117B	SlideWinder2® 36"-40" Deck		166	2830
132117C	SlideWinder2® 48" Deck		193	3175
143480A	SpyroSlide™ (56") 48" Deck		404	6905
190856A	Stainless Steel Double Slide 32"-40" Deck		135	6155
190856B	Stainless Steel Double Slide 48" Deck		154	6695
190854A	Stainless Steel Slide 32"-40" Deck		89	3050
190854B	Stainless Steel Slide 48" Deck		100	3315
128952A	Tunnel Slide 40" Deck ¹		159	2955

¹ NOTE: Additional weight and cost associated with each View Tube section.

PlayShaper® Climbers				
152432A	ABC Climber 32"-48" Deck		128	1990
135547A	Block Climber 32" Deck		152	2540
135547B	Block Climber 40" Deck		181	3050
143200A	Conical Climber™ 40" Deck		120	3925
132023A	Cozy Climber™ 32"-40" Deck		111	2965
132023B	Cozy Climber™ 48" Deck		120	3210
137966A	Critter Canyon 30"-32" Deck		102	1805
153021A	Deck Link w/Permalene® Barriers, 1 Step		84	1345
153021B	Deck Link w/Permalene® Barriers, 2 Steps		122	1615
237939A	Facet® Stepper w/Perm Handholds 16" Deck (DB Only) ¹		311	1580
237939B	Facet® Stepper w/Perm Handholds 24" Deck (DB Only) ¹		842	2995
237939C	Facet® Stepper w/Perm Handholds 32" Deck (DB Only) ¹		1523	4270
183195A	Log Stack Climber 48"Deck w/Wood-Grain Handholds		3630	18035
185861A	Log Stepper 16" Deck w/1 Recycled Wood-Grain Handhold		192	1475
185861B	Log Stepper 24" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop		468	3425
185861C	Log Stepper 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		912	5465
185861D	Log Stepper 40 "Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		1730	7940
139262A	Loop Arch 32"-48" Deck		81	1615
111364A	Loop Ladder 40"-48" Deck		59	1135
153077A	Mini Summit Climber 40" (DB Only) and 48" Deck		88	1495
171567A	Mushroom Stepper w/Permalene® 16"Deck w/Permalene® Handhold		148	1505
171567B	Mushroom Stepper w/Permalene® 24"Deck w/Permalene® Handhold, 1 Handloop		279	2765
171567C	Mushroom Stepper w/Permalene® 32"Deck w/Permalene® Handhold, 1 Handloop and 1 Handrail		445	4500
171567D	Mushroom Stepper w/Permalene® 40"Deck w/Permalene® Handhold, 1 Handloop and 1 Handrail		622	6355
185863A	Mushroom Stepper w/Recycled Wood-Grain 16" Deck w/Recycled Wood-Grain Handhold		174	1755
185863B	Mushroom Stepper w/Recycled Wood-Grain 24" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop		317	3635
185863C	Mushroom Stepper w/Recycled Wood-Grain 32" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		482	5355

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
185863D	Mushroom Stepper w/Recycled Wood-Grain 40" Deck w/2 Recycled Wood-Grain Handholds, 1 Handloop and 1 Handrail		660	7215
135346A	Pod Climber® 16" Deck		36	750
135346B	Pod Climber® 24" Deck		54	1345
135346C	Pod Climber® 32" Deck		83	1875
135346D	Pod Climber® 40" Deck		99	2285
119981A	Step Deck 16" Deck		69	955
111327A	Step Ladder 32" Deck		110	2205
111327B	Step Ladder 40" Deck		128	2310
111327C	Step Ladder 48" Deck		154	3365
160423A	The Peak™ Rock Climber 32"-40" Deck (DB Only) ²		3068	8485
160424A	The Stepper™ Rock Climber 24" Deck (DB Only)		1296	4370
139911A	Thunderhead™ Climber 48" Deck to Ground		540	7585
181114A	Wiggle Ladder 32" Deck	UPS	41	845
181114B	Wiggle Ladder 40" Deck	UPS	48	865
181114C	Wiggle Ladder 48" Deck	UPS	52	930
185862A	Wood Plank Wiggle Ladder 32"Deck		80	1750
185862B	Wood Plank Wiggle Ladder 40"Deck		86	1775
185862C	Wood Plank Wiggle Ladder 48"Deck		87	1820
185864A	Wood Plank Wiggle Ladder EN 32"Deck		80	1750
185864B	Wood Plank Wiggle Ladder EN 40"Deck		86	1775
185864C	Wood Plank Wiggle Ladder EN 48"Deck		87	1820

¹ NOTE: 4-week lead time required.

² NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

PlayShaper® Overhead Events

129967A	Horizontal Ladder 16" Deck		45	1150
129968A	Horizontal Ladder End Panel Order Posts Separately		21	360

PlayShaper® Bridges & Ramps

111348A	Arch Bridge		153	2605
131956A	Belt Bridge w/Permalene® Barriers		114	2005
116098A	Phase Kit	UPS	6	310
132828A	Ramp Deck to Deck w/Permalene® Barriers		426	5425
132844A	Ramp Deck to Ground w/Permalene® Barriers		426	5425
138405A	Ramp Exit Plate 16"-48" Deck-to-Ground	UPS	75	675
111413A	Ramp Exit Plate 8" Deck-to-Ground	UPS	75	675

PlayShaper® Tunnels

115409C	90° Crawl Tunnel		104	2720
136443A	Crawl Tunnel 6" Deck DB Only		83	1695
118098A	Crawl Tunnel w/Incline C-Shape, 16" Deck Difference		151	4395
118098B	Crawl Tunnel w/Incline S-Shape, 16" Deck Difference		151	4395
118097A	Crawl Tunnel w/o Incline C-Shape, 16" Deck Difference		153	4395
118097B	Crawl Tunnel w/o Incline S-Shape, 16" Deck Difference		153	4395
139268A	Offset Crawl Tunnel 8" Deck Height Difference		89	1780
128953A	Straight Crawl Tunnel 28" Long ¹		74	1945
128953B	Straight Crawl Tunnel 56" Long ¹		103	2540
118099A	Wire Crawl Tunnel		91	2460

¹ NOTE: Additional weight and cost associated with each View Tube section.

PlayShaper® Enclosures

NOTE: No panels below 32" decks.

139260A	Balcony Deck w/o Wheel		104	1495
139260B	Balcony Deck w/Wheel		111	1775
111300A	Ball Maze Panel	UPS	55	1390
111370B	Bead and Block Panel w/Handles	UPS	64	1445
111370A	Bead and Block Panel w/o Handles	UPS	56	1185
138299A	Bench w/1 End Panel Ground Level	UPS	25	545

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
138185A	Bench w/2 End Panels Ground Level	UPS	30	595
116120A	Benches (2) w/1 End Panel Each Ground Level	UPS	49	1105
111368A	Block Panel	UPS	34	1055
164093A	Bongo Panel®	UPS	43	1080
164147A	Bongo Reach Panel	UPS	27	1030
123845A	Braille and Clock Panel	UPS	41	1765
111282A	Bubble Panel	UPS	29	860
113211A	Chimes Panel		47	1620
177713A	Color Splash Panel™		52	3465
191016A	Curb		5	135
217913A	DigiFuse® Barrier Panel		31	1335
111288A	Driver Panel	UPS	47	915
111289A	Finger Maze Panel	UPS	40	755
173568A	Fun Mirror Panel Ground Level	UPS	53	2855
117147A	Gear Panel		112	2225
112997A	Geometric Panel w/Handles	UPS	38	955
112997B	Geometric Panel w/o Handles	UPS	34	750
111284A	Hole Panel	UPS	23	570
124333A	Hourglass Panel	UPS	51	1880
111299A	House Panel	UPS	30	670
127685A	Image Panel 176 Play Blocks	UPS	63	1560
173571A	Kaleidospin Panel™		74	3945
173572A	Marble Panel®		54	2745
127684A	Match 4 Panel	UPS	35	1135
111298A	Mirror Panel	UPS	41	1210
139266A	Navigator Reach Panel	UPS	26	760
173569A	Optigear Panel®		49	3945
118429A	Periscope Panel	UPS	55	1795
119515A	Pilot Panel	UPS	45	1210
111285A	Puppet Panel	UPS	27	570
111286A	Puppet Panel w/Window	UPS	32	800
177719A	Rain Sound Wheel Panel™		68	2520
173586A	Recycled Wood-Grain Lumber Panel		65	1505
159460A	Ring-a-Bell™ Panel	UPS	41	1570
164149A	Ring-a-Bell™ Reach Panel	UPS	24	1115
164146A	Rock-n-Ring® Panel	UPS	52	1910
111297A	Sand and Water Panel	UPS	76	1560
188836A	Sign Language Panel		33	930
111387A	Slant Entrance Panel	UPS	52	1185
111281A	Slant Window Panel	UPS	49	1500
123484A	Space Travel Panel		50	1570
144984A	Storefront Panel	UPS	20	510
111292A	Table Panel	UPS	62	1335
111293A	Tic-Tac-Toe Panel	UPS	45	1570
111290A	Tracing Panel	UPS	33	765
139264A	Trail Tracker® Reach Panel	UPS	14	535
111301A	Tunnel Panel	UPS	75	1695
117945A	Wire Barrier 90° Tri-Deck w/o Wheel		44	845
117945B	Wire Barrier 90° Tri-Deck w/Wheel		50	1115
117946A	Wire Barrier w/o Wheel Above Deck	UPS	34	595
117946C	Wire Barrier w/o Wheel Ground Level	UPS	34	595
117946B	Wire Barrier w/Wheel Above Deck	UPS	40	860
117946D	Wire Barrier w/Wheel Ground Level	UPS	40	860
173570A	Xylofun Panel®		48	2910
111287A	Zoo Panel	UPS	25	570

PlayShaper® Motion & More Fun

139272A	Chinning Bar	UPS	7	125
119977A	Handloop	UPS	7	225
115198G	Talk Tube 12" Deck, Order Posts Separately ¹		13	585
115198B	Talk Tube 16" Deck, Order Posts Separately ¹		13	585
115198H	Talk Tube 18" Deck, Order Posts Separately ¹		14	585
115198C	Talk Tube 24" Deck, Order Posts Separately ¹		14	595
115198I	Talk Tube 30" Deck, Order Posts Separately ¹		15	610
115198D	Talk Tube 32" Deck, Order Posts Separately ¹		15	610

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Model #	Description	UPS	Weight(lbs)	Price(\$)
115198J	Talk Tube 36" Deck, Order Posts Separately ¹		16	610
115198E	Talk Tube 40" Deck, Order Posts Separately ¹		16	620
111362A	Talk Tube 40" Tubing Kit	UPS	15	255
115198F	Talk Tube 48" Deck, Order Posts Separately ¹		17	630
115198K	Talk Tube 8" Deck, Order Posts Separately ¹		12	570
115198A	Talk Tube, Ground Level ¹		12	565
111306B	Wheel w/Infill	UPS	8	345
111306A	Wheel w/o Infill	UPS	6	285

¹ NOTE: Order one Talk Tube Tubing Kit with two Talk Tubes; combine any height listed.

PlayShaper® Roofs

111407A	Arch Roof		52	845
211191C	Recycled Tree House Roof w/o Stack and w/"Kids Only" sign		291	3925
211191D	Recycled Tree House Roof w/o Stack and w/o "Kids Only" sign		291	3790
211191A	Recycled Tree House Roof w/Stack and w/"Kids Only" sign		302	4230
211191B	Recycled Tree House Roof w/Stack and w/o "Kids Only" sign		302	4095
179229A	Square Peak Tile Roof w/Logo Panels ¹		105	1765
179229B	Square Peak Tile Roof w/o Logo Panels ¹		93	1620
179225A	Square Poly Roof w/Logo Panels ¹		112	1570
179225B	Square Poly Roof w/o Logo Panels ¹		99	1435
179239A	Super Square Shingle Roof w/Permalene® Roof Cap		204	3900
179239B	Super Square Shingle Roof w/Poly Roof Cap		210	4550

¹ NOTE: Free customized text on roof; limit approximately 15 characters including spaces. Validate customized text in design tools.

PlayShaper® Decks

117495A	90° Triangular Deck		59	765
191017A	Curb	UPS	7	190
153020A	Curved Transfer Module 32" Deck		189	2625
153020B	Curved Transfer Module 40" Deck		234	3075
153020C	Curved Transfer Module 48" Deck		272	3255
179349B	Kick Plate 16" Rise	UPS	23	235
179349A	Kick Plate 8" Rise	UPS	13	140
179362B	Kick Plate 90° Tri-Deck 16" Rise	UPS	33	290
179362A	Kick Plate 90° Tri-Deck 8" Rise	UPS	13	205
111238A	Square Corner		92	885
111237A	Square Deck		102	950
111239A	Square Extension		97	930
173585A	Tree Stump Transfer Module 32"Deck (DB Only) ¹		2875	7325
173585B	Tree Stump Transfer Module 40"Deck (DB Only) ¹		2932	7750
173585C	Tree Stump Transfer Module 48"Deck (DB Only) ¹		2981	7930

¹ NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

PlayShaper® Posts

113888F	10" Flush Post for 8" Deck 2" SM		5	345
111396L	101" Roof Post for 12" Deck		22	355
111397N	102" Post for 36" Deck		21	355
113886B	105" Post For Roof for 48" Deck 2" SM		24	505
111396F	105" Roof Post for 16" Deck		20	340
111397C	106" Post for 40" Deck and SlideWinder2® off 32" Deck		21	355
111396K	107" Roof Post for 18" Deck		20	345
111397P	108" Post for 42" Deck		23	355
113886A	113" Post For Roof for 56" Deck 2" SM		25	520
111396E	113" Roof Post for 24" Deck		23	355
111397B	114" Post for 48" Deck and SlideWinder2® off 40" Deck		23	360
111396M	119" Roof Post for 30" Deck		24	360
111396D	121" Roof Post for 32" Deck		24	360
111396N	125" Roof Post for 36" Deck		25	375
111397A	128" Post for SpyroSlide and SlideWinder2® off 48" Deck		25	435
111396C	129" Roof Post for 40" Deck		25	375

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
111396P	131" Roof Post for 42" Deck		26	380
111396B	137" Roof Post for 48" Deck		27	435
111396A	145" Roof Post for SpyroSlide off 48" Deck		28	450
113888E	18" Flush Post for 16" Deck 2" SM		6	355
113888D	26" Flush Post for 24" Deck 2" SM		8	360
113888C	34" Flush Post for 32" Deck 2" SM		9	375
113885H	37" Post for Ground Level 2" SM		11	360
111398G	40" Flush Post for 6" Deck		9	295
113885J	40" Post for 6" Deck 2" SM		13	375
113888B	42" Flush Post for 40" Deck 2" SM		10	435
111398F	42" Flush Post for 8" Deck		10	295
113885G	42" Post for 8" Deck 2" SM		11	375
111398H	46" Flush Post for 12" Deck		10	305
113885K	46" Post for 12" Deck 2" SM		14	435
111398E	50" Flush Post for 16" Deck		11	305
113888A	50" Flush Post for 48" Deck 2" SM		12	450
113885F	50" Post for 16" Deck 2" SM		14	435
111398I	52" Flush Post for 18" Deck		11	310
113885L	52" Post for 18" Deck 2" SM		15	450
113886H	57" Post For Roof for Ground Level Deck 2" SM		15	375
111398D	58" Flush Post for 24" Deck		13	310
113885E	58" Post for 24" Deck 2" SM		15	450
113886J	63" Post For Roof for 6" Deck 2" SM		16	435
111398J	64" Flush Post for 30" Deck		13	315
113885M	64" Post for 30" Deck 2" SM		17	455
113886G	65" Post For Roof for 8" Deck 2" SM		16	435
111398C	66" Flush Post for 32" Deck		14	315
113885D	66" Post for 32" Deck 2" SM		16	455
111397H	69" Post for Ground Level		14	310
113886L	69" Post For Roof for 12" Deck 2" SM		17	440
111398K	70" Flush Post for 36" Deck		14	330
113885N	70" Post for 36" Deck 2" SM		18	465
111397J	72" Post for 6" Deck		16	315
113886F	73" Post For Roof for 16" Deck 2" SM		18	450
111398B	74" Flush Post for 40" Deck		15	330
113885C	74" Post for 40" Deck 2" SM		18	465
111397G	74" Post for 8" Deck		15	315
113886K	75" Post For Roof for 18" Deck 2" SM		18	450
113885P	76" Post for 42" Deck 2" SM		20	465
111397K	78" Post for 12" Deck		17	330
113886E	81" Post For Roof for 24" Deck 2" SM		19	465
111398A	82" Flush Post for 48" Deck		17	340
111397F	82" Post for 16" Deck		15	330
113885B	82" Post for 48" Deck 2" SM		20	480
111397L	84" Post for 18" Deck		18	340
113886M	87" Post For Roof for 30" Deck 2" SM		21	480
113886D	89" Post For Roof for 32" Deck 2" SM		21	480
111396H	89" Roof Post for Ground Level		18	315
111397E	90" Post for 24" Deck		18	340
113886N	93" Post For Roof for 36" Deck 2" SM		22	490
111396J	95" Roof Post for 6" Deck		20	330
111397M	96" Post for 30" Deck		20	345
113885A	96" Post for 56" Deck 2" SM		22	505
113886C	97" Post For Roof for 40" Deck 2" SM		23	490
111396G	97" Roof Post for 8" Deck		19	330
111397D	98" Post for 32" Deck		19	345
113886P	99" Post For Roof for 42" Deck 2" SM		23	490
111399F	Arch for 16" Deck		77	1620
111399E	Arch for 24" Deck		80	1635
111399D	Arch for 32" Deck		82	1655
111399C	Arch for 40" Deck		86	1690
111399B	Arch for 48" Deck		89	1710
111399A	Arch for 56" Deck		91	1755
111399G	Arch for 8" Deck		74	1605
111399H	Arch for Ground Level		72	1575

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
Evos® Slides & Gliders				
201035A	Eclipse® Rush™ Slide (DB Only)		262	5595
201041A	Eclipse® Rushwinder (DB Only)		327	6130
201038A	Eclipse® Surf Slide (DB Only)		380	5845
201040A	Eclipse® Surf Stainless Steel Slide (DB Only)		369	7040
156465A	Hang Glider® (DB Only)		159	3190
182865A	Rush™ Slide		264	5595
189312A	Rushwinder		313	6130
182181A	Stainless Steel Surf Slide		349	7040
182180A	Surf Slide		371	5845
Evos® Climbers				
179222A	Belt-Zone™ Climber		191	11710
156449A	Helix Net® Climber (DB Only)		165	8005
156448A	O-Zone® Climber		186	11710
156462A	Ring Tangle® Climber (DB Only)		198	4010
Evos® Overhead Events				
156457A	ArcOver® Ladder (DB Only)		150	3380
156463A	Bow Ladder®		143	3765
165533A	Bow Ladder® Connector w/2 E-Pod® Steps		181	4095
160254A	Overhead Trekker™ Ladder (DB Only)		122	2575
Evos® Bridges				
156450A	Swiggle Stix® Bridge (DB Only)		151	7470
Evos® Motion & More Fun				
160209A	Accessible Power Lifter™ Chinning Bar (DB Only)		109	2285
202822A	Blender™ Spinner w/Steel Posts (DB Only)		252	3765
156453A	Chatter Noodle® Talk Tubes (DB Only)		52	2660
156467A	Cycler w/1 E-Pod™ Step (DB Only)	UPS	48	1800
156454A	E-Pod® Step		11	375
202823A	Gyro Twister® Spinner w/Steel Posts (DB Only)		253	3060
156959A	Noodle Pod® Step 36" Noodle Post w/1 E-Pod® Step (DB Only)		28	1320
156959B	Noodle Pod® Step 54" Noodle Post w/1 E-Pod® Step (DB Only)		32	1330
156959C	Noodle Pod® Step 72" Noodle Post w/1 E-Pod® Step (DB Only)		36	1335
164156A	Noodle Pod® Steps (2) 54" Noodle Post w/2 E-Pod® Steps (DB Only)		43	1735
164156B	Noodle Pod® Steps (2) 72" Noodle Post w/2 E-Pod® Steps (DB Only)		47	1755
161774A	Noodle Post		25	915
160208A	Power Lifter™ Chinning Bar (DB Only)		97	1775
202821A	Power Lifter™ Chinning Bar w/o Post	UPS	16	945
202824A	Sol Spinner™ w/Steel Posts (DB Only)		276	3550
111362A	Talk Tube 40' Tubing Kit	UPS	15	255
160210A	TwirlWind™ Turning Bar (DB Only)		109	2285
156452A	Wobble Pod® Bouncer (DB Only)		122	1865
Evos® Accessible Reach Panels				
164095A	Bongo Reach Panel		37	1090
161777A	Chimes Reach Panel		31	1565
161780A	Image Reach Panel 75 Play Blocks		53	1120
161776A	Match 3 Reach Panel		24	1000
161779A	Navigator Reach Panel		28	845
161775A	Periscope Reach Panel		46	1905
164150A	Ring-a-Bell™ Reach Panel		31	1195
161778A	Trail Tracker® Reach Panel		19	570
Evos® Mainstructures				
171626A	1-Arch w/2 Attach Points (DB Only)		590	16930
171627A	1-Arch w/3 Attach Points (DB Only)		670	17910

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Model #	Description	UPS	Weight(lbs)	Price(\$)
171628A	1-Arch w/4 Attach Points (DB Only)		750	18930
179182A	2-Arch (DB Only)		715	20655
179186A	2-Arch w/3 Attach Points (DB Only)		735	13100
179188A	2-Arch w/3-5 Attach Points (DB Only)		815	14105
179187A	2-Arch w/4 Attach Points (DB Only)		895	15100
179184A	3-Arch (DB Only)		1048	24815
179183A	3-Arch Small (DB Only)		986	24285
179185A	4-Arch (DB Only)		1318	28435
160359A	Additional Arches #3 and #4 Only (DB Only)		560	7785
160358A	Additional Large Arch #4 Only (DB Only)		312	4155
156545A	Additional Small Arch #3 Only (DB Only)		248	3635
258228A	Eclipse® Net Plus w/2-4 Attach Points (DB Only)		1082	32960
258230A	Eclipse® Net Plus w/3-5 Attach Points (DB Only)		1084	34400
258231A	Eclipse® Net Plus w/4-6 Attach Points (DB Only)		1215	35835

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Model #	Description	UPS	Weight(lbs)	Price(\$)
Weevos® Motion & More Fun				
173576B	Alphamaze and Labyrinth Panel™ 2" Surface Mount		64	2010
173576A	Alphamaze and Labyrinth Panel™ Direct Bury		64	1910
173715B	Bongo and Alphamaze Panel™ 2" Surface Mount		90	2650
173715A	Bongo and Alphamaze Panel™ Direct Bury		90	2560
173583B	Bongo and Xylofun Panel™ 2" Surface Mount		108	4845
173583A	Bongo and Xylofun Panel™ Direct Bury		108	4735
173584B	Bongo Panel® 2" Surface Mount		79	2560
173584A	Bongo Panel® Direct Bury		79	2500
164177A	Chitter Chatter Noodle® Talk Tube Kit		83	2390
177714B	Color Splash Panel™ 2" Surface Mount		84	4225
177714A	Color Splash Panel™ Direct Bury		84	4135
173577B	Fun Mirror Panel® 2" Surface Mount		92	4150
173577A	Fun Mirror Panel® Direct Bury		92	4065
173582B	Imagination Table™ 2" Surface Mount		65	2240
173582A	Imagination Table™ Direct Bury		64	2135
173580B	Kaleidospin Panel® 2" Surface Mount		89	5040
173580A	Kaleidospin Panel® Direct Bury		89	4945
173581B	Marble Panel® 2" Surface Mount		82	3555
173581A	Marble Panel® Direct Bury		82	3450
173578B	Optigear Panel® 2" Surface Mount		90	5040
173578A	Optigear Panel® Direct Bury		90	4945
177720B	Rain Sound Wheel Panel™ 2" Surface Mount		102	4025
177720A	Rain Sound Wheel Panel™ Direct Bury		102	3925
164173B	Twirly Bar 2" Surface Mount		19	800
164173A	Twirly Bar Direct Bury		23	720
173716B	Xylofun and Alphamaze Panel™ 2" Surface Mount		93	4150
173716A	Xylofun and Alphamaze Panel™ Direct Bury		93	4065
173579B	Xylofun Panel® 2" Surface Mount		80	4035
173579A	Xylofun Panel® Direct Bury		79	3945
Weevos® Climbers				
164171B	Giggle Jiggler® Climber 2" Surface Mount		124	4860
164171A	Giggle Jiggler® Climber Direct Bury		140	4530
173573B	Wee Planet™ Climber 2" Surface Mount		127	3585
173573A	Wee Planet™ Climber Direct Bury		130	3315
164172B	Wee Pod® Climber 2" Surface Mount		53	1650
164172A	Wee Pod® Climber Direct Bury		57	1570
Weevos® Slides				
164174B	Cozy Coaster® Slide w/Handrail, 2" Surface Mount		349	8575
164174A	Cozy Coaster® Slide w/Handrail, Direct Bury		373	8075
Weevos® Bridges				
164178B	Boppity Bridge® 2" Surface Mount		225	8105
164178A	Boppity Bridge® Direct Bury		249	7600
173575B	Swiggly Stix™ Bridge 2" Surface Mount		99	6355
173575A	Swiggly Stix™ Bridge Direct Bury		126	5790
Weevos® Tunnels				
173574B	Wee Crawl® Tunnel 2" Surface Mount		120	4340
173574A	Wee Crawl® Tunnel Direct Bury		134	4065
Weevos® Mainstructures				
164343A	2-Arch (DB Only)		285	2625
164170A	3-Arch (DB Only)		448	4035

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Model #	Description	UPS	Weight(lbs)	Price(\$)
Smart Play® Ages 6-23 Mths				
223856B	Nook 2" Surface Mount		746	9220
223856A	Nook Direct Bury		817	9230
Smart Play® Ages 2-5 Yrs				
021021A	Breeze™ DB Only (Colorable)		3080	37620
021022A	Breeze™ DB Only (Pre-Colored) ¹		3080	37620
233083B	Centre 2" Surface Mount		4334	60210
233083A	Centre Direct Bury		4511	58280
237305B	Centre EN 2" Surface Mount		4306	60210
237305A	Centre EN Direct Bury		4463	58280
205160B	Cube 2" Surface Mount		1131	18900
205160A	Cube Direct Bury		1185	18250
233081B	Fire Station + Market Cafe 2" Surface Mount		2967	41050
233081A	Fire Station + Market Cafe Direct Bury		3193	39775
237304B	Fire Station + Market Cafe EN 2" Surface Mount		3012	41050
237304A	Fire Station + Market Cafe EN Direct Bury		3150	39775
233073B	Fire Station 2" Surface Mount		1876	21910
233073A	Fire Station Direct Bury		1987	21270
238233B	Fire Station EN 2" Surface Mount		1844	21910
238233A	Fire Station EN Direct Bury		1943	21270
233077B	Loft + Fire Station 2" Surface Mount		3132	41050
233077A	Loft + Fire Station Direct Bury		3287	39775
237302B	Loft + Fire Station EN 2" Surface Mount		3100	41050
237302A	Loft + Fire Station EN Direct Bury		3244	39775
233079B	Loft + Market Cafe 2" Surface Mount		2929	41050
233079A	Loft + Market Cafe Direct Bury		3071	39775
237303B	Loft + Market Cafe EN 2" Surface Mount		2926	41050
237303A	Loft + Market Cafe EN Direct Bury		3067	39775
223857B	Loft 2" Surface Mount		1888	21910
223857A	Loft Direct Bury		1925	21270
233075B	Market Cafe 2" Surface Mount		1708	21910
233075A	Market Cafe Direct Bury		1821	21270
238356B	Market Cafe EN 2" Surface Mount		1680	21910
238356A	Market Cafe EN Direct Bury		1778	21270
197057D	Motion w/Play Table 2" Surface Mount		950	22005
197057C	Motion w/Play Table Direct Bury		1100	20805
197057B	Motion w/Sand Table 2" Surface Mount		950	22005
197057A	Motion w/Sand Table Direct Bury		1100	20805
021770A	Sprig™ DB Only ¹		2257	31335

¹ NOTE: 4-week lead time required.

Smart Play® Ages 5-12 Yrs				
298814A	Summit™ DB Only (Colorable)		7015	71655
290658A	Summit™ DB Only (Pre-Colored)		7015	71655
298816A	Summit™ EN DB Only (Colorable)		7055	72995
298815A	Summit™ EN DB Only (Pre-Colored)		7055	72995
228068A	Venti® HDG w/Steel Posts ¹		4774	56090
210739A	Venti® w/Aluminum Posts		3770	49545
210739B	Venti® w/Steel Posts		4435	48760

¹ NOTE: 4-week lead time required.

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

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Model #	Description	UPS	Weight(lbs)	Price(\$)
Hedra® Ages 2-5 Yrs				
265929C	Hedra® Scout with Perf and Bamboo Panels		3530	71875
265929D	Hedra® Scout with Perf and Perf Panels		3520	65340
265929A	Hedra® Scout with Polycarbonate and Bamboo Panels		3580	78410
265929B	Hedra® Scout with Polycarbonate and Perf Panels		3570	71875
Hedra® Ages 5-12 Yrs				
270239K	Hedra® EN w/SlideWinder2® Right, Perf, Bamboo Panels		6045	98010
270239L	Hedra® EN w/SlideWinder2® Right, Perf, Perf Panels		6050	91475
270239I	Hedra® EN w/SlideWinder2® Right, Polycarbonate Bamboo Panels		6115	104550
270239J	Hedra® EN w/SlideWinder2® Right, Polycarbonate, Perf Panels		6125	98010
265928C	Hedra® w/Alpine® Slide, Perf, Bamboo Panels		6105	98010
265928D	Hedra® w/Alpine® Slide, Perf, Perf Panels		6115	91475
265928A	Hedra® w/Alpine® Slide, Polycarbonate Bamboo Panels		6175	104550
265928B	Hedra® w/Alpine® Slide, Polycarbonate Perf Panels		6185	98010
265928G	Hedra® w/SlideWinder2® Left, Perf, Bamboo Panels		6045	98010
265928H	Hedra® w/SlideWinder2® Left, Perf, Perf Panels		6050	91475
265928E	Hedra® w/SlideWinder2® Left, Polycarbonate Bamboo Panels		6115	104550
265928F	Hedra® w/SlideWinder2® Left, Polycarbonate Perf Panels		6125	98010
265928K	Hedra® w/SlideWinder2® Right, Perf, Bamboo Panels		6045	98010
265928L	Hedra® w/SlideWinder2® Right, Perf, Perf Panels		6050	91475
265928I	Hedra® w/SlideWinder2® Right, Polycarbonate Bamboo Panels		6115	104550
265928J	Hedra® w/SlideWinder2® Right, Polycarbonate, Perf Panels		6125	98010

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
Freestanding Play Climbers				
168364A	AdventureScapes® Design 1 (DB Only) ^{1,2}		2970	20710
168365A	AdventureScapes® Design 2 (DB Only) ^{1,2}		5880	37355
168366A	AdventureScapes® Design 3 (DB Only) ^{1,2}		4410	37630
168367A	AdventureScapes® Design 4 (DB Only) ^{2,1}		7330	54565
168368A	AdventureScapes® Design 5 (DB Only) ^{1,2}		10220	67770
168369A	AdventureScapes® Design 6 (DB Only) ^{1,2}		8760	71195
168370A	AdventureScapes® Design 7 (DB Only) ^{1,2}		11670	84955
168371A	AdventureScapes® Design 8 (DB Only) ^{1,2}		11690	88115
169105A	AdventureScapes® Design 9 (DB Only) ^{1,2}		16020	118540
117966B	Block Climber 12 Blocks		193	3870
117966C	Block Climber 16 Blocks		251	4765
117966A	Block Climber 9 Blocks		159	3380
150977A	Cascade Climber 4-Panel (DB Only)		382	4215
150976A	Cascade Climber 6-Panel (DB Only)		554	6355
153354A	Climbing Wall Aluminum Posts		172	2620
153354B	Climbing Wall Steel Posts		266	2460
254562A	Eclipse Seat	UPS	7	185
249010A	Eclipse® Net Climber DB Only		950	28155
237103A	Facet® Stepper 14" (DB Only) ³		311	1210
237104A	Facet® Stepper 22" (DB Only) ³		842	2615
237105A	Facet® Stepper 28" (DB Only) ³		1523	3890
144477C	Funnel Climber™ w/1 Vertical Ladder, Aluminum Posts		373	8890
144477H	Funnel Climber™ w/1 Vertical Ladder, Steel Posts		570	8440
144477A	Funnel Climber™ w/2 Vertical Ladders, Aluminum Posts		415	10315
144477F	Funnel Climber™ w/2 Vertical Ladders, Steel Posts		694	9775
144477D	Funnel Climber™ w/3 Vertical Ladders, Aluminum Posts		489	11740
144477I	Funnel Climber™ w/3 Vertical Ladders, Steel Posts		818	11110
144477E	Funnel Climber™ w/4 Vertical Ladders, Aluminum Posts		566	13165
144477J	Funnel Climber™ w/4 Vertical Ladders, Steel Posts		942	12445
144477B	Funnel Climber™ w/o Vertical Ladders, Aluminum Posts		258	7465
144477G	Funnel Climber™ w/o Vertical Ladders, Steel Posts		446	7105
219510A	GeoPlex® Climbing Wall Aluminum Posts		325	6420
219510B	GeoPlex® Climbing Wall Steel Posts		495	6255
156435A	Hemisphere Climber® (DB Only)		432	14905
100037A	Humpty Climber Double (DB Only)		308	3540
100037B	Humpty Climber Single (DB Only)		154	1850
201993A	JigJag Climber, Double Aluminum Posts (DB Only)		334	4400
201993B	JigJag Climber, Double Steel Posts (DB Only)		451	4275
201889A	JigJag Climber, Single Aluminum Posts (DB Only)		187	2560
201889B	JigJag Climber, Single Steel Posts (DB Only)		274	2485
173908A	Log Stepper 18" (DB Only)		244	1190
173909A	Log Stepper 28" (DB Only)		426	1805
173907A	Log Stepper 8" (DB Only)		156	865
249012A	Lunar Blast® Net Climber (DB Only)		1400	32000
254560A	Lunar Blast® Seat	UPS	11	230
248945A	Lunar Burst® Net Climber (DB Only)		1320	25465
254559A	Lunar Burst® Seat	UPS	7	210
150638A	Mobius® Climber 12-Panel (DB Only)		1404	40030
150635A	Mobius® Climber 3-Panel (DB Only)		290	9515
150636A	Mobius® Climber 6-Panel (DB Only)		609	19140
150637A	Mobius® Climber 7-Panel (DB Only)		667	21375
171569A	Mushroom Stepper 10" (DB Only)		127	1145
171570A	Mushroom Stepper 16" (DB Only)		127	1145
171571A	Mushroom Stepper 20" (DB Only)		151	1505
171572A	Mushroom Stepper 24" (DB Only)		151	1505
171573A	Mushroom Stepper 30" (DB Only)		178	1865
171568A	Mushroom Stepper 8" (DB Only)		127	1145
158108A	Noodle Pod® Step 36" Noodle Post w/1 E-Pod® Step (DB Only)		28	1320
158108B	Noodle Pod® Step 54" Noodle Post w/1 E-Pod® Step (DB Only)		32	1330
158108C	Noodle Pod® Step 72" Noodle Post w/1 E-Pod® Step (DB Only)		36	1335
164157A	Noodle Pod® Steps (2) 54" Noodle Post w/2 E-Pod® Steps (DB Only)		43	1735
164157B	Noodle Pod® Steps (2) 72" Noodle Post w/2 E-Pod® Steps (DB Only)		47	1755

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
158997A	Pod Climber™ 10"	UPS	13	340
158998A	Pod Climber™ 20"	UPS	15	355
120711A	Pod Climber® 16"	UPS	14	345
120712A	Pod Climber® 24"	UPS	15	355
120713A	Pod Climber® 30"	UPS	16	360
120710A	Pod Climber® 8"	UPS	12	340
100038A	Rainbow Climber 4' High (DB Only)		72	1340
100038B	Rainbow Climber 6' High (DB Only)		109	1500
146813A	Sky Rail Climber (DB Only)		221	4690
235755A	Spider Web Climber (DB Only)		136	3310
148041A	Star Seeker Climber (DB Only)		398	11175
158426B	Starburst™ Climber Double (DB Only)		265	4115
158426D	Starburst™ Climber Quadruple (DB Only)		442	7825
158426A	Starburst™ Climber Single (DB Only)		179	2345
158426C	Starburst™ Climber Triple (DB Only)		361	6285
160418A	The Peak™ Rock Climber ²		3045	7815
156065A	The Pinnacle™ Rock Climber ²		4000	25905
156067A	The Pointe™ Rock Climber ²		2750	14490
160419A	The Stepper™ Rock Climber (DB Only)		1150	3905
100040A	Vertical Pipe Climber 4' High (DB Only)		50	955
100040B	Vertical Pipe Climber 6' High (DB Only)		66	1065
200677B	Wee Planet™ Climber 2" Surface Mount		124	3280
200677A	Wee Planet™ Climber Direct Bury		127	2995

¹ NOTE: AdventureScapes® designs are able to connect to a 40" deck.

² NOTE: Due to weight of product, a forklift with appropriate capacity is needed for unloading at time of delivery.

³ NOTE: 4-week lead time required.

Freestanding Play Sensory Play

184874A	90° Crawl Tunnel (LW-1) ¹	104	2720
168102A	Alphamaze and Labyrinth Panel™ ²	18	670
168989A	Bongo and Alphamaze Panel™ ²	44	1320
168666A	Bongo and Xylofun Panel™ ²	55	3480
168107A	Bongo Panel® ²	33	1210
158106A	Chatter Noodle® Talk Tube (DB Only)	52	2660
112621A	Clear Paint Panel 2" Surface Mount	68	940
112621B	Clear Paint Panel Direct Bury	76	760
177715A	Color Splash Panel™ ²	38	2805
168099B	Cozy Dome® 2" Surface Mount	197	5260
168099A	Cozy Dome® Direct Bury	247	5395
184884A	Crawl Tunnel 28" Long (LW-1) ^{3,1}	74	1945
184884B	Crawl Tunnel 56" Long (LW-1) ^{3,1}	103	2540
100005C	Crawl Tunnel 90 Curved, 2" SM	67	2415
100005D	Crawl Tunnel 90 Curved, DB	92	2685
100005B	Crawl Tunnel Straight, 2" SM	48	1780
100005A	Crawl Tunnel Straight, DB	72	2040
136233A	Elevated Sand Table Aluminum Posts and DB Only	175	3625
136233B	Elevated Sand Table Steel Posts and DB Only	259	3560
237935A	Facet® Crawl Tunnel (DB Only) ⁴	3458	6575
237936A	Facet® Crawl Tunnel w/1 or 2 Steppers (DB Only) ⁴	3769	7780
170793A	Fossil Digs Dino Eggs	235	735
170792A	Fossil Digs Sea Shells	235	805
170791A	Fossil Digs T-Rex Bones	230	735
168103A	Fun Mirror Panel® ²	46	2820
168105A	Imagination Table™ ²	20	870
175950B	Infant Balance Bar 2"SM	28	1335
175950A	Infant Balance Bar DB	42	1080
168108A	Kaleidospin Panel® ²	53	3680
173594A	Log Crawl Tunnel (DB Only)	2010	7740
168662A	Marble Panel® ²	36	2215
168104A	Optigear Panel® ²	41	3680
188079A	Pulse® Ground-Mounted Enclosure	57	1225
186568B	Pulse® Table Tennis Direct Bury	382	25770
186568A	Pulse® Table Tennis Surface Mount	368	25780
186569B	Pulse® Tempo Direct Bury	263	21125

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Model #	Description	UPS	Weight(lbs)	Price(\$)
186569A	Pulse® Tempo Surface Mount		231	21135
186567B	Pulse® Tennis Direct Bury		340	25770
186567A	Pulse® Tennis Surface Mount		297	25780
177721A	Rain Sound Wheel Panel™ 2		56	2580
214438A	Rhapsody® Animato® Metallophone Direct Bury		251	5685
214438B	Rhapsody® Animato® Metallophone Surface Mount		238	5845
250340A	Rhapsody® Cascata® Bells Direct Bury		73	4860
250340B	Rhapsody® Cascata® Bells Surface Mount		57	4580
228212A	Rhapsody® Ditty® Metallophone Direct Bury		127	3875
228212B	Rhapsody® Ditty® Metallophone Surface Mount		120	3705
214443A	Rhapsody® Goblet Drum Direct Bury		59	1785
228215A	Rhapsody® Goblet Drum Junior Direct Bury		55	1715
228215B	Rhapsody® Goblet Drum Junior Surface Mount		49	1795
214443B	Rhapsody® Goblet Drum Surface Mount		53	1870
214442A	Rhapsody® Grandioso® Chimes Direct Bury		424	8390
214442B	Rhapsody® Grandioso® Chimes Surface Mount		361	7805
228213A	Rhapsody® Jingle® Metallophone Direct Bury		131	3975
228213B	Rhapsody® Jingle® Metallophone Surface Mount		123	3815
214445A	Rhapsody® Kettle Drum Direct Bury		65	1785
228217A	Rhapsody® Kettle Drum Junior Direct Bury	UPS	62	1715
228217B	Rhapsody® Kettle Drum Junior Surface Mount	UPS	56	1795
214445B	Rhapsody® Kettle Drum Surface Mount		59	1870
214444A	Rhapsody® Kundu Drum Direct Bury		54	1785
228218A	Rhapsody® Kundu Drum Junior Direct Bury	UPS	52	1715
228218B	Rhapsody® Kundu Drum Junior Surface Mount	UPS	46	1795
214444B	Rhapsody® Kundu Drum Surface Mount		49	1870
253114A	Rhapsody® Tongue Drum Direct Bury		41	3355
250341A	Rhapsody® Tongue Drum Junior Direct Bury		36	3290
250341B	Rhapsody® Tongue Drum Junior Surface Mount		46	3370
250341C	Rhapsody® Tongue Drum Junior w/o Mallet		35	2750
250341D	Rhapsody® Tongue Drum Junior w/o Mallet		43	2830
253114B	Rhapsody® Tongue Drum Surface Mount		48	3430
253114C	Rhapsody® Tongue Drum w/o Mallet Direct Bury		38	2820
253114D	Rhapsody® Tongue Drum w/o Mallet Surface Mount		46	2895
252557A	Rhapsody® Vibra® Chime 1 Direct Bury		47	1270
252557B	Rhapsody® Vibra® Chime 1 Surface Mount		59	1305
252556A	Rhapsody® Vibra® Chime 2 Direct Bury		48	1270
252556B	Rhapsody® Vibra® Chime 2 Surface Mount		60	1305
252555A	Rhapsody® Vibra® Chime 3 Direct Bury		50	1270
252555B	Rhapsody® Vibra® Chime 3 Surface Mount		62	1305
252554A	Rhapsody® Vibra® Chime 4 Direct Bury		51	1270
252554B	Rhapsody® Vibra® Chime 4 Surface Mount		63	1305
252553A	Rhapsody® Vibra® Chime 5 Direct Bury		53	1270
252553B	Rhapsody® Vibra® Chime 5 Surface Mount		65	1305
252552A	Rhapsody® Vibra® Chime 6 Direct Bury		54	1270
252552B	Rhapsody® Vibra® Chime 6 Surface Mount		66	1305
252551A	Rhapsody® Vibra® Chime 7 Direct Bury		56	1270
252551B	Rhapsody® Vibra® Chime 7 Surface Mount		68	1305
252550A	Rhapsody® Vibra® Chime 8 Direct Bury		58	1270
252550B	Rhapsody® Vibra® Chime 8 Surface Mount		70	1305
251573A	Rhapsody® Vibra® Chimes - Full Set Direct Bury		415	10135
251573B	Rhapsody® Vibra® Chimes - Full Set Surface Mount		511	10465
251575A	Rhapsody® Vibra® Chimes - Major Chord Direct Bury		220	5075
251575B	Rhapsody® Vibra® Chimes - Major Chord Surface Mount		257	5225
251574A	Rhapsody® Vibra® Chimes - Pentatonic Scale Direct Bury		322	6345
251574B	Rhapsody® Vibra® Chimes - Pentatonic Scale Surface Mount		340	6530
214441A	Rhapsody® Vivo® Metallophone Direct Bury		235	5835
214441B	Rhapsody® Vivo® Metallophone Surface Mount		222	6000
228214A	Rhapsody® Warble® Chimes Direct Bury		229	5710
228214B	Rhapsody® Warble® Chimes Surface Mount		171	5160
176457A	Roller Table™		542	14345
120530A	Sandbox Mesh Cover 4' Square	UPS	3	71
120530B	Sandbox Mesh Cover 8' Square	UPS	9	305
120530C	Sandbox Mesh Cover L-Shaped	UPS	7	245
120894A	Sandbox Play Table	UPS	41	565
120458A	Sandbox w/4' Timbers, 4' Square		50	315

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Model #	Description	UPS	Weight(lbs)	Price(\$)
120458B	Sandbox w/4' Timbers, 8' Square, w/o Play Table		99	625
120458C	Sandbox w/4' Timbers, 8' Square, w/Play Table		140	1200
120458D	Sandbox w/4' Timbers, L-Shaped, w/o Play Table		99	625
120458E	Sandbox w/4' Timbers, L-Shaped, w/Table		140	1200
168101B	Sensory Play Center® End 2" Surface Mount		21	930
168101A	Sensory Play Center® End Direct Bury		38	1080
168100B	Sensory Play Center® Wall 2" Surface Mount		54	1315
168100A	Sensory Play Center® Wall Direct Bury		88	1630
126202B	Splash Circuit™ Sand and Water Station, 2" SM		145	4990
126202A	Splash Circuit™ Sand and Water Station, DB		154	4950
113931A	Talk Tubes w/2 PlayShaper® Posts (DB Only)		70	2165
116568A	Turtle Sand Table (DB Only)	UPS	26	595
120418A	Wiggle Worm Crawl Tunnel w/Head		197	4525
120418B	Wiggle Worm Crawl Tunnel w/o Head		129	3115
168990A	Xylofun and Alphamaze Panel™ 2		40	2820
168106A	Xylofun Panel® 2		29	2685

¹ NOTE: Learning Wall Panels are mounted 1" above (LW-1) or 10" (LW-10) above the playing surface to accommodate the reach ranges of all children.

² NOTE: Pricing does not include Sensory Play Center® Wall or Ends; must order walls and ends separately.

³ NOTE: Additional weight and cost associated with each View Tube section.

⁴ NOTE: 4-week lead time required.

Freestanding Play Motion & More Fun

201548A	Blender™ Spinner (DB Only)		252	3765
201551A	Blender™ Spinner Add-On (DB Only)		103	3045
164075A	Bobble Rider™, Double 2" Surface Mount		107	2310
164075B	Bobble Rider™, Double Direct Bury		131	2520
164074A	Bobble Rider™, Single 2" Surface Mount	UPS	61	1200
164074B	Bobble Rider™, Single Direct Bury	UPS	77	1460
194704A	Boogie Board™ (DB Only)		173	2985
249557B	Chill® Spinner - Stainless Steel 2" Surface Mount		88	4745
249557A	Chill® Spinner - Stainless Steel Direct Bury		94	4690
247189B	Chill® Spinner 2" Surface Mount		87	2545
247189A	Chill® Spinner Direct Bury		92	2495
247179A	Curva® Spinner (DB Only)		117	2280
249553A	Curva® Spinner - Stainless Steel (DB Only)		117	5360
158107A	Cycler (DB Only)		48	1800
233059A	DigiRider® Bear 2" Surface Mount		69	1405
233059B	DigiRider® Bear Direct Bury		85	1665
233057A	DigiRider® Butterfly 2" Surface Mount		94	1405
233057B	DigiRider® Butterfly Direct Bury		110	1665
233061A	DigiRider® Chicken 2" Surface Mount		73	1405
233061B	DigiRider® Chicken Direct Bury		89	1665
233058A	DigiRider® Dinosaur 2" Surface Mount		73	1405
233058B	DigiRider® Dinosaur Direct Bury		89	1665
233054A	DigiRider® Fire Engine 2" Surface Mount		121	2140
233054B	DigiRider® Fire Engine Direct Bury		142	2390
233060A	DigiRider® Horse 2" Surface Mount		76	1405
233060B	DigiRider® Horse Direct Bury		92	1665
233053A	DigiRider® Police Car 2" Surface Mount		67	1405
233053B	DigiRider® Police Car Direct Bury		83	1665
233055A	DigiRider® Rocket Ship 2" Surface Mount		84	1405
233055B	DigiRider® Rocket Ship Direct Bury		100	1665
233056A	DigiRider® Tractor 2" Surface Mount		78	1405
233056B	DigiRider® Tractor Direct Bury		95	1665
185927A	Flywheel® Spinner (DB Only)		125	4065
218915A	Global Motion® (DB Only)		1555	34365
228071A	Global Motion® HDG (DB Only) ¹		1590	39515
201549A	Gyro Twister® Spinner (DB Only)		253	3060
201552A	Gyro Twister® Spinner Add-On (DB Only)		105	2340
111307A	Leg Spring Rider w/Permalene® Base (DB Only)	UPS	34	310
100027A	Log Roll w/Aluminum Posts		110	2055
100027B	Log Roll w/Steel Posts		192	2005
173591A	OmniSpin Spinner® Surface Mount		499	9965

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
295696A	ReviRock™ Bouncer		333	5285
295695A	ReviWheel™ Spinner		177	6060
295694A	ReviWhirl™ Spinner		162	5505
115381A	Rider Direct Bury Leg	UPS	19	250
152179C	Saddle Spinner 12"-16", 12" SM	UPS	38	1315
152179B	Saddle Spinner 12"-16", 2" SM	UPS	36	1315
152179A	Saddle Spinner 12"-16", DB	UPS	40	1245
148706A	Seesaw Back Support w/Belt ²	UPS	11	360
148706B	Seesaw Back Support w/o Belt ²	UPS	11	315
148636B	Seesaw, 2-Seats 2" Surface Mount		104	2935
148636A	Seesaw, 2-Seats Direct Bury		146	3425
148637B	Seesaw, 4-Seats 2" Surface Mount		115	3705
148637A	Seesaw, 4-Seats Direct Bury		157	4185
178484B	Sheep Seesaw Custom 2"SM		168	4850
178484A	Sheep Seesaw Custom DB		210	5335
201550A	Sol Spinner™ (DB Only)		276	3550
201553A	Sol Spinner™ Add-On (DB Only)		128	2830
125059A	Spring Platform w/Handhold 2"SM ³		200	2215
125059B	Spring Platform w/o Handhold 2"SM ³		194	2015
125059C	Spring Platform w/Post 2"SM ³		225	2720
120876A	Spring Pod™ Bouncer	UPS	20	525
148638B	Stand-Up Seesaw 2" Surface Mount		118	2620
148638A	Stand-Up Seesaw Direct Bury		160	3080
155077A	Stand-Up Spinner (DB Only)		60	2130
160055D	Stationary Cyler Accessible, Handles Only, Aluminum Post		70	1800
160055H	Stationary Cyler Accessible, Handles Only, Steel Post		146	1760
160055B	Stationary Cyler Handles Only, Aluminum Post		70	1800
160055F	Stationary Cyler Handles Only, Steel Post		146	1760
160055A	Stationary Cyler Pedals and Grab Bar, Aluminum Post		80	2120
160055E	Stationary Cyler Pedals and Grab Bar, Steel Post		155	2080
160055C	Stationary Cyler Pedals and Handles, Aluminum Post		88	2690
160055G	Stationary Cyler Pedals and Handles, Steel Post		163	2650
153167B	Stationary Cyler, Accessible Aluminum Posts		45	955
153167A	Stationary Cyler, Accessible Steel Posts		78	925
123831A	SuperScoop (DB Only)	UPS	52	1285
123832A	SuperScoop, Accessible 2" Surface Mount	UPS	36	1230
123832B	SuperScoop, Accessible Direct Bury	UPS	39	1185
170894A	Sway Fun® Glider (12")		1271	20335
138871A	Sway Fun® Glider (16")		1256	19875
177140B	Sway Fun® w/12' Ramp Assembly Aluminum Post DB		2071	31655
177140A	Sway Fun® w/12' Ramp Assembly Steel Post DB		2193	31565
258372B	Sway Fun® w/12' Ramp Assembly w/Berm Plate Alum Post DB		2077	31545
258372A	Sway Fun® w/12' Ramp Assembly w/Berm Plate Steel Post DB		2199	31425
205800A	TopsyTurny® Spinner (42" DB Only)		397	6020
121648A	Track Ride 10' Straight w/Aluminum Posts (DB Only)		243	4930
121648B	Track Ride 10' Straight w/Steel Posts (DB Only)		416	4610
121875A	Track Ride 18' Straight w/Aluminum Posts (DB Only)		293	5370
121875B	Track Ride 18' Straight w/Steel Posts (DB Only)		467	5050
121874A	Track Ride Curved w/Aluminum Posts (DB Only)		323	5995
121874B	Track Ride Curved w/Steel Posts (DB Only)		509	5655
251037A	We-Go-Round® HDG with DigiFuse® Panels 2 Seats ¹		2112	42210
251037B	We-Go-Round® HDG with DigiFuse® Panels 3 Seats ¹		2168	42775
251036A	We-Go-Round® HDG with Perforated Panels 2 Seats ¹		2103	40860
251036B	We-Go-Round® HDG with Perforated Panels 3 Seats ¹		2161	41440
249558A	We-Go-Round® with DigiFuse® Panels 2 Seats		2107	36880
249558B	We-Go-Round® with DigiFuse® Panels 3 Seats		2165	37375
248819A	We-Go-Round® with Perforated Panels 2 Seats		2100	35535
248819B	We-Go-Round® with Perforated Panels 3 Seats		2158	36040
186490A	We-saw™ (DB Only)		783	12930
135536A	Whimsy Rider™ Dolphin w/Coil Spring, 2" SM ⁴	UPS	66	1425
135536B	Whimsy Rider™ Dolphin w/Coil Spring, DB ⁴	UPS	82	1650
135535A	Whimsy Rider™ Sea Horse w/Coil Spring, 2" SM ⁴	UPS	73	1495
135535B	Whimsy Rider™ Sea Horse w/Coil Spring, DB ⁴	UPS	90	1755
135534A	Whimsy Rider™ Zebra w/Coil Spring, 2" SM ⁴	UPS	66	1385
135534B	Whimsy Rider™ Zebra w/Coil Spring, DB ⁴	UPS	84	1620
277369A	WhirlyQ® Spinner (SM Only)		995	16085

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

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Model #	Description	UPS	Weight(lbs)	Price(\$)
158105A	Wobble Pod® Bouncer (DB Only)		122	1865
194663A	ZipKrooz® 34' Aluminum Posts		815	14500
194663A	ZipKrooz® 34' Steel Posts		1173	14080
194663B	ZipKrooz® 50' Aluminum Posts		1012	17245
194663B	ZipKrooz® 50' Steel Posts		1452	16750
194663C	ZipKrooz® 66' Aluminum Posts		1210	19970
194663C	ZipKrooz® 66' Steel Posts		1732	19460
195507A	ZipKrooz® Additional Bay 34' Aluminum Posts		786	14110
195507A	ZipKrooz® Additional Bay 34' Steel Posts		1103	13710
195507B	ZipKrooz® Additional Bay 50' Aluminum Posts		954	16465
195507B	ZipKrooz® Additional Bay 50' Steel Posts		1312	16030
195507C	ZipKrooz® Additional Bay 66' Aluminum Posts		1123	18810
195507C	ZipKrooz® Additional Bay 66' Steel Posts		1522	18360
195508A	ZipKrooz® Additional Bay EN 34' Aluminum Posts		872	16160
195508A	ZipKrooz® Additional Bay EN 34' Steel Posts		1176	15680
195508B	ZipKrooz® Additional Bay EN 50' Aluminum Posts		1068	18520
195508B	ZipKrooz® Additional Bay EN 50' Steel Posts		1424	17990
195508C	ZipKrooz® Additional Bay EN 66' Aluminum Posts		1264	20875
195508C	ZipKrooz® Additional Bay EN 66' Steel Posts		1672	20305
196212A	ZipKrooz® Assisted 34' Aluminum Posts		548	12905
196212A	ZipKrooz® Assisted 34' Steel Posts		838	12640
196212B	ZipKrooz® Assisted 50' Aluminum Posts		746	15645
196212B	ZipKrooz® Assisted 50' Steel Posts		1118	15325
196212C	ZipKrooz® Assisted 66' Aluminum Posts		944	18375
196212C	ZipKrooz® Assisted 66' Steel Posts		1398	18010
196213A	ZipKrooz® Assisted Additional Bay 34' Aluminum Posts		519	12535
196213A	ZipKrooz® Assisted Additional Bay 34' Steel Posts		768	12280
196213B	ZipKrooz® Assisted Additional Bay 50' Aluminum Posts		688	14885
196213B	ZipKrooz® Assisted Additional Bay 50' Steel Posts		978	14610
196213C	ZipKrooz® Assisted Additional Bay 66' Aluminum Posts		857	17215
196213C	ZipKrooz® Assisted Additional Bay 66' Steel Posts		1188	16935
194664A	ZipKrooz® EN 34' Aluminum Posts		984	16815
194664A	ZipKrooz® EN 34' Steel Posts		1456	16195
194664B	ZipKrooz® EN 50' Aluminum Posts		1216	19755
194664B	ZipKrooz® EN 50' Steel Posts		1792	19025
194664C	ZipKrooz® EN 66' Aluminum Posts		1448	22690
194664C	ZipKrooz® EN 66' Steel Posts		2128	21845

¹ NOTE: 4-week lead time required.

² NOTE: The Seat Strap is intended for use in supervised play areas only. In public playground environments, we recommend a checkout system to reduce vandalism/theft and for safety reasons.

³ NOTE: Additional cost associated with Direct Bury.

⁴ NOTE: No color options are available. The Direct Bury version includes the Direct Bury leg for concrete.

Freestanding Play Structures

234516A	Alpha Link® Towers	9893	127780
242983A	Alpha Link® Towers AUS	9875	120210
241203A	Alpha Link® Towers EN	9995	131900
241397A	Alpha Link® Towers TT	9962	128140
226231A	Alpha® Tower	5790	70920
242982A	Alpha® Tower AUS	5869	71695
239103A	Alpha® Tower EN	5892	75050
241405A	Alpha® Tower TT	5859	71290
100121B	Clubhouse w/Arch Roof, 2" SM ¹	341	8900
100121A	Clubhouse w/Arch Roof, DB ¹	365	8525
100121D	Clubhouse w/Square Poly Roof, 2" SM ¹	327	7150
100121C	Clubhouse w/Square Poly Roof, DB ¹	351	6670
248479A	Crab Trap®	3324	85140
251054A	Crab Trap® HDG ²	3324	97920
100122B	Dino Climber 2" Surface Mount	718	14970
100122A	Dino Climber Direct Bury	783	14240
148640A	Fire Engine (DB Only)	1270	20895
100120B	Infant Maze 2" Surface Mount	339	8495
100120A	Infant Maze Direct Bury	385	8145
254629A	Super Netplex® 12' & 12' Towers	8890	184905

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
254626A	Super Netplex® 12' Tower		4640	93725
254627A	Super Netplex® 8' & 12' Towers		7470	163460
254625A	Super Netplex® 8' Tower Direct Bury Only		2760	66910
152848B	Toddertown® 2" Surface Mount		1304	22655
152848A	Toddertown® Direct Bury		1380	21500

¹ NOTE: Free customized text on roof; limit approximately 15 characters including spaces. Validate customized text in design tools.

² NOTE: 4-week lead time required.

Freestanding Play Slides & Gliders

100046A	Poly Slide 40" Deck		401	5745
100046C	Poly Slide 72" Deck, Wave		559	7055
189314A	Rushwinder		439	6860
203791B	SpyroSlide™ 56" Deck		711	9235
203791A	SpyroSlide™ 72" Deck		806	10460

Freestanding Play Swings

177340A	2" Arch Swing Frame		196	2220
177341A	2" Arch Swing Frame Additional Bay		123	1280
177343A	2" Arch Swing Frame Additional Bay Anti-Wrap Hangers		119	1480
177342A	2" Arch Swing Frame Anti-Wrap Hangers		192	2375
221292A	5" Arch Swing Frame 8' Beam Height Only		204	3490
221293A	5" Arch Swing Frame Additional Bay 8' Beam Height Only		124	2125
174011A	5000 Series Swing 8' Beam Height Galvanized Legs		250	1495
174011B	5000 Series Swing 8' Beam Height Painted Legs		253	1720
177328A	5000 Series Swing Frame 10' Beam Height Anti-Wrap Hangers Galvanized Legs		278	1720
177328B	5000 Series Swing Frame 10' Beam Height Anti-Wrap Hangers Painted Legs		281	1950
177325A	5000 Series Swing Frame 10' Height Additional Bay Galvanized Legs		126	775
177325B	5000 Series Swing Frame 10' Height Additional Bay Painted Legs		127	845
177324A	5000 Series Swing Frame 10' Height Galvanized Legs		281	1550
177324B	5000 Series Swing Frame 10' Height Painted Legs		284	1775
177326A	5000 Series Swing Frame 8' Beam Height Anti-Wrap Hangers Galvanized Legs		247	1655
177326B	5000 Series Swing Frame 8' Beam Height Anti-Wrap Hangers Painted Legs		249	1870
177329A	5000 Series Swing Frame Additional Bay 10' Beam Height Anti-Wrap Hangers Galvanized Legs		123	960
177329B	5000 Series Swing Frame Additional Bay 10' Beam Height Anti-Wrap Hangers Painted Legs		123	1030
177327A	5000 Series Swing Frame Additional Bay 8' Beam Height Anti-Wrap Hangers Galvanized Legs		114	915
177327B	5000 Series Swing Frame Additional Bay 8' Beam Height Anti-Wrap Hangers Painted Legs		115	990
177323A	5000 Series Swing Frame Additional Bay 8' Beam Height Galvanized Legs		117	755
177323B	5000 Series Swing Frame Additional Bay 8' Beam Height Painted Legs		118	820
139188A	Arch Tire Swing Additional Bay TenderTuff™ Chain		230	3505
221294A	Arch Tire Swing Additional To/Fro Bay		120	1985
120891A	Arch Tire Swing TenderTuff™ Chain		299	4745
174018C	Belt Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	10	180
174018E	Belt Seat w/Chains ProGuard Chains for 7' Beam Height	UPS	8	150
174018A	Belt Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	8	150
174018D	Belt Seat w/Chains TenderTuff Chains for 10' Beam Height	UPS	11	255
174018F	Belt Seat w/Chains TenderTuff Chains for 7' Beam Height	UPS	9	215
174018B	Belt Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	9	215
177348C	Flat Molded Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	17	335
177348A	Flat Molded Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	15	325
177348D	Flat Molded Seat w/Chains TenderTuff Chains for 10' Beam Height	UPS	18	455
177348B	Flat Molded Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	16	400

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
237294A	Friendship® Swing w/5" Arch Swing Frame Additional Bay ProGuard Chains		214	4385
237294B	Friendship® Swing w/5" Arch Swing Frame Additional Bay TenderTuff Chains		218	4550
237293A	Friendship® Swing w/5" Arch Swing Frame ProGuard Chains		276	5820
237293B	Friendship® Swing w/5" Arch Swing Frame TenderTuff Chains		279	5990
237295A	Friendship® Swing w/5" Arch Tire Swing Frame Additional Bay ProGuard Chains		208	4160
237295B	Friendship® Swing w/5" Arch Tire Swing Frame Additional Bay TenderTuff Chains		211	4330
278857A	Friendship® Swing w/Hedra® Frame ProGuard Chains DB Only		455	6215
278857B	Friendship® Swing w/Hedra® Frame TenderTuff Chains DB Only		459	6390
237296A	Friendship® Swing w/Single Post Swing Frame 52" Bury ProGuard Chains		351	3940
237296B	Friendship® Swing w/Single Post Swing Frame 52" Bury TenderTuff Chains		354	4110
237297A	Friendship® Swing w/Single Post Swing Frame Additional Bay 52" Bury ProGuard Chains		252	3420
237297B	Friendship® Swing w/Single Post Swing Frame Additional Bay 52" Bury TenderTuff Chains		255	3590
177352A	Full Bucket Infant Seat w/Chains ProGuard Chains for 2"Arch Swing	UPS	14	310
177352C	Full Bucket Infant Seat w/Chains ProGuard Chains for Toddler Swing	UPS	13	310
177352B	Full Bucket Infant Seat w/Chains TenderTuff Chains for 2"Arch Swing	UPS	15	360
177352D	Full Bucket Infant Seat w/Chains TenderTuff Chains for Toddler Swing	UPS	14	355
176038C	Full Bucket Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	16	450
176038E	Full Bucket Seat w/Chains ProGuard Chains for 2"Arch Swing	UPS	12	420
176038I	Full Bucket Seat w/Chains ProGuard Chains for 7' Beam Height	UPS	13	420
176038A	Full Bucket Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	14	425
176038G	Full Bucket Seat w/Chains ProGuard Chains for Toddler Swing	UPS	11	420
176038D	Full Bucket Seat w/Chains TenderTuff Chains for 10' Beam Height	UPS	17	530
176038F	Full Bucket Seat w/Chains TenderTuff Chains for 2"Arch Swing	UPS	12	480
176038J	Full Bucket Seat w/Chains TenderTuff Chains for 7' Beam Height	UPS	14	480
176038B	Full Bucket Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	14	500
176038H	Full Bucket Seat w/Chains TenderTuff Chains for Toddler Swing	UPS	11	465
177349C	Half Bucket Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	13	380
177349E	Half Bucket Seat w/Chains ProGuard Chains for 2"Arch Swing	UPS	11	340
177349A	Half Bucket Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	12	345
177349G	Half Bucket Seat w/Chains ProGuard Chains for Toddler Swing	UPS	10	340
177349D	Half Bucket Seat w/Chains TenderTuff Chains for 10' Beam Height	UPS	15	480
177349F	Half Bucket Seat w/Chains TenderTuff Chains for 2"Arch Swing	UPS	12	425
177349B	Half Bucket Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	13	435
177349H	Half Bucket Seat w/Chains TenderTuff Chains for Toddler Swing	UPS	11	420
278557A	Hedra® Swing Frame DB Only		346	3855
218671A	Molded Bucket Seat (2-5 yrs) w/Harness & Chains ProGuard Chains for 7' Beam Height	UPS	50	1030
218671C	Molded Bucket Seat (2-5 yrs) w/Harness & Chains ProGuard Chains for 8' Beam Height	UPS	50	1040
218671B	Molded Bucket Seat (2-5 yrs) w/Harness & Chains TenderTuff Chains for 7' Beam Height	UPS	53	1195
218671D	Molded Bucket Seat (2-5 yrs) w/Harness & Chains TenderTuff Chains for 8' Beam Height	UPS	53	1225
177351C	Molded Bucket Seat (5-12 yrs) w/Harness & Chains ProGuard Chains for 10' Beam Height	UPS	51	1080
177351E	Molded Bucket Seat (5-12 yrs) w/Harness & Chains ProGuard Chains for 7' Beam Height	UPS	48	1030
177351A	Molded Bucket Seat (5-12 yrs) w/Harness & Chains ProGuard Chains for 8' Beam Height	UPS	48	1040
177351D	Molded Bucket Seat (5-12 yrs) w/Harness & Chains TenderTuff Chains for 10' Beam Height	UPS	55	1305
177351F	Molded Bucket Seat (5-12 yrs) w/Harness & Chains TenderTuff Chains for 7' Beam Height	UPS	51	1195
177351B	Molded Bucket Seat (5-12 yrs) w/Harness & Chains TenderTuff Chains for 8' Beam Height	UPS	51	1225
177350C	Molded Bucket Seat w/Chains ProGuard Chains for 10' Beam Height	UPS	33	760
177350A	Molded Bucket Seat w/Chains ProGuard Chains for 8' Beam Height	UPS	29	735

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Model #	Description	UPS	Weight(lbs)	Price(\$)
177350B	Molded Bucket Seat w/Chains TenderTuff Chains for 8' Beam Height	UPS	32	970
173592A	Oodle® Swing		395	6680
228069A	Oodle® Swing HDG (DB Only) ¹		400	7690
210117A	Oodle® Swing, Double		845	13790
111416A	Seat Strap for Molded Bucket Seats ²	UPS	2	93
177344A	Single Post Swing Frame 52" Bury 8' Beam Height Only		251	1725
177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only		148	1230
177332A	Single Post Swing Frame 8' Beam Height Only		213	1550
177333A	Single Post Swing Frame Additional Bay 8' Beam Height Only		129	1150
141458B	Tire Swing w/4 Posts Additional Bay Steel Beam and Posts, TenderTuff™ Chain		331	2870
141458A	Tire Swing w/4 Posts Additional Bay Steel Beam, Aluminum Posts, TenderTuff™ Chain		237	3050
120892B	Tire Swing w/4 Posts Steel Beam and Posts, TenderTuff™ Chain		514	4235
120892A	Tire Swing w/4 Posts Steel Beam, Aluminum Posts, TenderTuff™ Chain		325	4595
177337A	Toddler Swing Add-On Beam	UPS	31	610
177336A	Toddler Swing Frame		136	1340
277778A	We-Go-Swing® w/1 Accessible Bay DB Only		2357	37340
277778B	We-Go-Swing® w/2 Accessible Bays DB Only		2312	37075

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² NOTE: The Seat Strap is intended for use in supervised play areas only. In public playground environments, we recommend a checkout system to reduce vandalism/theft and for safety reasons.

Freestanding Play Sports & Fitness

137958A	Chin-Up w/Aluminum Posts		111	1470
137958B	Chin-Up w/Steel Posts		235	1340
100041A	Curved Balance Beam		71	1000
100042A	Drop Shot (DB Only)		91	1735
237934B	Facet® Balance Beam Double (DB Only) ¹		1232	2650
237934A	Facet® Balance Beam Single (DB Only) ¹		616	1330
237934C	Facet® Balance Beam Triple (DB Only) ¹		1848	3980
243016B	FitCore™ Extreme A-Frame Cargo Net (13+) 2" Surface Mount		425	12640
243016A	FitCore™ Extreme A-Frame Cargo Net (13+) Direct Bury		459	12085
244191B	FitCore™ Extreme A-Frame Cargo Net (5-12) 2" Surface Mount		426	12570
244191A	FitCore™ Extreme A-Frame Cargo Net (5-12) Direct Bury		459	12015
244196B	FitCore™ Extreme Angled Balance Beam Double (5-12) 2" Surface Mount		110	2185
244196A	FitCore™ Extreme Angled Balance Beam Double (5-12) Direct Bury		114	1950
243908B	FitCore™ Extreme Angled Balance Beam Single (13+) 2" Surface Mount		72	1345
243908A	FitCore™ Extreme Angled Balance Beam Single (13+) Direct Bury		73	1195
244196B	FitCore™ Extreme Angled Balance Beam Single (5-12) 2" Surface Mount		68	1335
244196A	FitCore™ Extreme Angled Balance Beam Single (5-12) Direct Bury		69	1185
244196B	FitCore™ Extreme Angled Balance Beam Triple (5-12) 2" Surface Mount		152	3010
244196A	FitCore™ Extreme Angled Balance Beam Triple (5-12) Direct Bury		160	2680
243907B	FitCore™ Extreme Angled Overhead Ladder (13+) 2" Surface Mount		779	7840
243907A	FitCore™ Extreme Angled Overhead Ladder (13+) Direct Bury		759	7355
244194B	FitCore™ Extreme Angled Overhead Ladder (5-12) 2" Surface Mount		707	7815
244194A	FitCore™ Extreme Angled Overhead Ladder (5-12) Direct Bury		682	7315
243870B	FitCore™ Extreme Globe Grasp (13+) 2" Surface Mount		501	6100
243870A	FitCore™ Extreme Globe Grasp (13+) Direct Bury		487	5735
244064B	FitCore™ Extreme High Step (13+) 2" Surface Mount		377	5690
244064A	FitCore™ Extreme High Step (13+) Direct Bury		359	5190
244201B	FitCore™ Extreme High Step (5-12) 2" Surface Mount		377	5660
244201A	FitCore™ Extreme High Step (5-12) Direct Bury		359	5165
243190B	FitCore™ Extreme Jump Hang (13+) 2" Surface Mount		642	8940
243190A	FitCore™ Extreme Jump Hang (13+) Direct Bury		636	8410
244193B	FitCore™ Extreme Jump Hang (5-12) 2" Surface Mount		507	7370
244193A	FitCore™ Extreme Jump Hang (5-12) Direct Bury		491	6845
243778B	FitCore™ Extreme Ledge Hanger (13+) 2" Surface Mount		1372	17440

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Model #	Description	UPS	Weight(lbs)	Price(\$)
243778A	FitCore™ Extreme Ledge Hanger (13+) Direct Bury		1550	16925
243909B	FitCore™ Extreme Over Under Bars (13+) 2" Surface Mount		84	1210
243909A	FitCore™ Extreme Over Under Bars (13+) Direct Bury		73	850
244198B	FitCore™ Extreme Over Under Bars (5-12) 2" Surface Mount		77	1195
244198A	FitCore™ Extreme Over Under Bars (5-12) Direct Bury		66	840
243862B	FitCore™ Extreme Peg Bridge (13+) 2" Surface Mount		328	4455
243862A	FitCore™ Extreme Peg Bridge (13+) Direct Bury		336	4255
244195B	FitCore™ Extreme Peg Bridge (5-12) 2" Surface Mount		306	4445
244195A	FitCore™ Extreme Peg Bridge (5-12) Direct Bury		311	4230
244062B	FitCore™ Extreme Quintuple Steps (13+) 2" Surface Mount		698	11040
244062A	FitCore™ Extreme Quintuple Steps (13+) Direct Bury		738	10115
243910B	FitCore™ Extreme Rope Climb (13+) 2" Surface Mount		195	3825
243910A	FitCore™ Extreme Rope Climb (13+) Direct Bury		215	3555
244199B	FitCore™ Extreme Rope Climb (5-12) 2" Surface Mount		195	3675
244199A	FitCore™ Extreme Rope Climb (5-12) Direct Bury		215	3405
244061B	FitCore™ Extreme Spiderwalk (13+) 2" Surface Mount		1562	17385
244061A	FitCore™ Extreme Spiderwalk (13+) Direct Bury		1670	16625
244200B	FitCore™ Extreme Spiderwalk (5-12) 2" Surface Mount		1562	17275
244200A	FitCore™ Extreme Spiderwalk (5-12) Direct Bury		1669	16510
244063B	FitCore™ Extreme Unstable Bridge (13+) 2" Surface Mount		644	7215
244063A	FitCore™ Extreme Unstable Bridge (13+) Direct Bury		628	6860
243019B	FitCore™ Extreme Vertical Cargo Net (13+) 2" Surface Mount		358	7475
243019A	FitCore™ Extreme Vertical Cargo Net (13+) Direct Bury		363	7095
244192B	FitCore™ Extreme Vertical Cargo Net (5-12) 2" Surface Mount		358	7410
244192A	FitCore™ Extreme Vertical Cargo Net (5-12) Direct Bury		363	7015
246315B	FitCore™ Extreme Welcome Sign 2" Surface Mount		79	1115
246587A	FitCore™ Extreme Welcome Sign 5-12 Direct Bury		80	1040
246587B	FitCore™ Extreme Welcome Sign 5-12 Surface Mount		79	1115
246315A	FitCore™ Extreme Welcome Sign Direct Bury		80	1040
243899B	FitCore™ Extreme Wheel Bridge (13+) 2" Surface Mount		412	5030
243899A	FitCore™ Extreme Wheel Bridge (13+) Direct Bury		402	4820
137961A	Handhold/Leg Lift w/Aluminum Posts		35	765
137961B	Handhold/Leg Lift w/Steel Posts		72	725
207607A	HealthBeat Blank Sign Set	UPS	4	0
281790A	HealthBeat Circuit™ SkyWays® Shade ^{2,1}		2300	26080
281789A	HealthBeat Circuit™ Surface Mount Only ¹		1680	60405
192451B	HealthBeat® Ab Crunch/Leg Lift 2" Surface Mount, Order Post Separately ³		45	2070
192451A	HealthBeat® Ab Crunch/Leg Lift Direct Bury, Order Post Separately ³		53	2020
192452B	HealthBeat® Assisted Row/Push-Up 2" Surface Mount, Order Post Separately ³		62	1980
192452A	HealthBeat® Assisted Row/Push-Up Direct Bury, Order Post Separately ³		55	1825
192454B	HealthBeat® Balance Steps 2" Surface Mount, Order Post Separately ³		116	2815
192454A	HealthBeat® Balance Steps Direct Bury, Order Post Separately ³		98	2665
192455B	HealthBeat® Cardio Stepper 2" Surface Mount, Order Post Separately ³		218	8270
192455A	HealthBeat® Cardio Stepper Direct Bury, Order Post Separately ³		280	8230
192456B	HealthBeat® Chest/Back Press 2" Surface Mount, Order Post Separately ³		196	6425
192456A	HealthBeat® Chest/Back Press Direct Bury, Order Post Separately ³		258	6380
192457B	HealthBeat® Elliptical 2" Surface Mount, Order Post Separately ³		305	9455
192457A	HealthBeat® Elliptical Direct Bury, Order Post Separately ³		366	9410
206894A	HealthBeat® Epoxy		2	0
205938A	HealthBeat® Hand Cycler, Order Post Separately ³		38	3010
192464B	HealthBeat® Intro Sign 2" Surface Mount ⁴		76	1195
192464A	HealthBeat® Intro Sign Direct Bury ⁴		77	1040
192458B	HealthBeat® Mobility 2" Surface Mount, Order Post Separately ³		289	3640
192458A	HealthBeat® Mobility Direct Bury, Order Post Separately ³		310	3455
192453B	HealthBeat® Parallel Bars 2" Surface Mount, Order Post Separately ³		139	2115
192453A	HealthBeat® Parallel Bars Direct Bury, Order Post Separately ³		159	1840
192459B	HealthBeat® Plyometrics 2" Surface Mount, Order Post Separately ³		126	2850
192459A	HealthBeat® Plyometrics Direct Bury, Order Post Separately ³		154	2665
192460B	HealthBeat® Pull-Up/Dip 2" Surface Mount, Order Post Separately ³		66	2140
192460A	HealthBeat® Pull-Up/Dip Direct Bury, Order Post Separately ³		64	2110

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
192461B	HealthBeat® Squat Press 2" Surface Mount, Order Post Separately ³		160	6425
192461A	HealthBeat® Squat Press Direct Bury, Order Post Separately ³		162	6380
192462B	HealthBeat® Stretch 2" Surface Mount, Order Post Separately ³		107	3455
192462A	HealthBeat® Stretch Direct Bury, Order Post Separately ³		115	3370
192463A	HealthBeat® Tai Chi Wheels, Order Post Separately ³		42	2505
137962A	Horizontal Ladder Station w/Aluminum Posts		223	3045
137962B	Horizontal Ladder Station w/Steel Posts		397	2860
100057A	Jump Touch (DB Only)		55	880
173596A	Log Balance Beam		455	4315
137960A	Parallel Bar w/Aluminum Posts		114	2120
137960B	Parallel Bar w/Steel Posts		232	1985
205943A	Post w/1 Top and 1 Top Attachments Direct Bury		69	1040
205943B	Post w/1 Top and 1 Top Attachments Surface Mount		62	1195
205942A	Post w/1 Top Attachment Direct Bury		72	1040
205942B	Post w/1 Top Attachment Surface Mount		64	1195
205944A	Post w/2 and 0 Attachments Direct Bury		73	1040
205944B	Post w/2 and 0 Attachments Surface Mount		65	1195
205945A	Post w/2 and 1 Top Attachments Direct Bury		70	1040
205945B	Post w/2 and 1 Top Attachments Surface Mount		63	1195
205946A	Post w/2 and 2 Attachments Direct Bury		71	1040
205946B	Post w/2 and 2 Attachments Surface Mount		64	1195
205947A	Post w/3 Attachments Direct Bury		70	1040
205947B	Post w/3 Attachments Surface Mount		63	1195
205941A	Post w/No Attachment Direct Bury		70	1040
205941B	Post w/No Attachment Surface Mount		63	1195
160213A	Power Lifter™ Double Bay (DB Only)		292	5060
160219A	Power Lifter™ Quadruple Bay (DB Only)		510	9630
160212A	Power Lifter™ Single Bay (DB Only)		183	2770
160216A	Power Lifter™ Triple Bay (DB Only)		401	7345
100058A	Sit-Up/Push-Up Bench (DB Only)		101	1330
137959A	Spring-Up w/Aluminum Posts		89	1330
137959B	Spring-Up w/Steel Posts		182	1200
137965A	Step-Up		64	1605

¹ NOTE: 4-week lead time required.

² NOTE: Product ships from Dallas Skyways facility, a custom freight quote is required. Please request a freight quote from transportation_quotes@playlsi.com

³ NOTE: Pricing does not include HealthBeat Post. A quote through Presale/PlayCAD is needed to determine posts per station.

⁴ NOTE: Free Welcome Sign with purchase of nine or more HealthBeat stations must be requested by the Rep.

Freestanding Play Site Furnishings

186579A	Acorn Seat Direct Bury		126	615
186579B	Acorn Seat Surface Mount		125	700
185654A	Arches Bike Rack - Single Direct Bury		23	205
185654B	Arches Bike Rack - Single Surface Mount		22	290
185653A	Arches Bike Rack - Triple Direct Bury		71	560
185653B	Arches Bike Rack - Triple Surface Mount		66	855
114767A	Arm Rest (Bench w/Back Required)	UPS	7	145
235526B	Facet® Bench, Double C ¹		1263	4325
235526C	Facet® Bench, Double S ¹		1263	4325
235526A	Facet® Bench, Single ¹		816	2545
186588A	Kaleidoscope Bench w/Back w/Handles		175	1620
186588B	Kaleidoscope Bench w/Back w/o Handles		174	1550
186588C	Kaleidoscope Bench w/o Back w/Handles		134	1105
186588D	Kaleidoscope Bench w/o Back w/o Handles		132	1040
186589A	Kaleidoscope Litter Receptacle Direct Bury		126	1575
186589B	Kaleidoscope Litter Receptacle Surface Mount		122	1645
186590A	Kaleidoscope Recycling Receptacle Direct Bury		126	1575
186590B	Kaleidoscope Recycling Receptacle Surface Mount		122	1645
185671A	Leaf Bike Rack Direct Bury		66	810
185671B	Leaf Bike Rack Surface Mount		56	625
141686A	Litter Receptacle (TenderTuff™) Cover	UPS	16	145
141685A	Litter Receptacle (TenderTuff™) Direct Bury		87	740
141682A	Litter Receptacle (TenderTuff™) Liner		7	68

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
141685B	Litter Receptacle (TenderTuff™) Surface Mount		87	780
173595A	Log Bench		810	2725
100102C	Loop Rack ProShield™, 2" SM		65	595
100102A	Loop Rack ProShield™, DB		73	380
100102D	Loop Rack TenderTuff™, 2" SM		76	850
100102B	Loop Rack TenderTuff™, DB		83	635
277223A	Play Healthy® Hand Sanitizer Station Metallic Silver	UPS	47	510
276577A	Play Healthy® Hand Sanitizer Station w/Standard Sign	UPS	47	510
113139H	Poly Picnic Table 60" Table, (1) 60" Seat, (2) 14" Seats, Direct Bury		305	1985
113139B	Poly Picnic Table 60" Table, (1) 60" Seat, (2) 14" Seats, Moveable		260	1880
113139G	Poly Picnic Table 60" Table, (2) 60" Seats, Direct Bury		331	2110
113139A	Poly Picnic Table 60" Table, (2) 60" Seats, Moveable		286	1985
113139I	Poly Picnic Table 60" Table, (4) 14" Seats, Direct Bury		280	1850
113139C	Poly Picnic Table 60" Table, (4) 14" Seats, Moveable		235	1760
113139K	Poly Picnic Table 84" Table, (1) 60" Seat, (2) 14" Seats, Direct Bury		377	2585
113139E	Poly Picnic Table 84" Table, (1) 60" Seat, (2) 14" Seats, Moveable		332	2515
113139J	Poly Picnic Table 84" Table, (2) 60" Seats, Direct Bury		404	2725
113139D	Poly Picnic Table 84" Table, (2) 60" Seats, Moveable		359	2585
113139L	Poly Picnic Table 84" Table, (4) 14" Seats, Direct Bury		352	2460
113139F	Poly Picnic Table 84" Table, (4) 14" Seats, Moveable		307	2340
111640J	Recycled Contour Series Bench 60" w/Back, w/1 Armrest, 2" SM		173	1555
111640I	Recycled Contour Series Bench 60" w/Back, w/1 Armrest, DB		170	1345
111640L	Recycled Contour Series Bench 60" w/Back, w/2 Armrests, 2" SM		180	1710
111640K	Recycled Contour Series Bench 60" w/Back, w/2 Armrests, DB		177	1500
111640N	Recycled Contour Series Bench 60" w/Back, w/3 Armrests, 2" SM		187	1850
111640M	Recycled Contour Series Bench 60" w/Back, w/3 Armrests, DB		184	1645
111640A	Recycled Contour Series Bench 60" w/Back, w/o Armrests, 2" SM		166	1395
111640C	Recycled Contour Series Bench 60" w/Back, w/o Armrests, DB		163	1200
111640B	Recycled Contour Series Bench 60" w/o Back, w/o Armrests, 2" SM		71	635
111640D	Recycled Contour Series Bench 60" w/o Back, w/o Armrests, DB		79	625
111640P	Recycled Contour Series Bench 96" w/Back, w/1 Armrest, 2" SM		266	2265
111640O	Recycled Contour Series Bench 96" w/Back, w/1 Armrest, DB		262	1950
111640R	Recycled Contour Series Bench 96" w/Back, w/2 Armrests, 2" SM		273	2405
111640Q	Recycled Contour Series Bench 96" w/Back, w/2 Armrests, DB		269	2100
111640T	Recycled Contour Series Bench 96" w/Back, w/3 Armrests, 2" SM		280	2560
111640S	Recycled Contour Series Bench 96" w/Back, w/3 Armrests, DB		276	2245
111640E	Recycled Contour Series Bench 96" w/Back, w/o Armrests, 2" SM		259	2110
111640G	Recycled Contour Series Bench 96" w/Back, w/o Armrests, DB		255	1795
111640F	Recycled Contour Series Bench 96" w/o Back, w/o Armrests, 2" SM		110	885
111640H	Recycled Contour Series Bench 96" w/o Back, w/o Armrests, DB		122	865
154345C	Square Picnic Table w/2 Seats, TenderTuff™, Moveable		211	1475
154345B	Square Picnic Table w/3 Seats, TenderTuff™, Moveable		242	1635
154345A	Square Picnic Table w/4 Seats, TenderTuff™, Moveable		273	1805
141683J	TenderTuff™ Bench 72" w/Back, w/1 Armrest, 2" SM		126	915
141683I	TenderTuff™ Bench 72" w/Back, w/1 Armrest, DB		128	880
141683L	TenderTuff™ Bench 72" w/Back, w/2 Armrests, 2" SM		133	1050
141683K	TenderTuff™ Bench 72" w/Back, w/2 Armrests, DB		135	1035
141683N	TenderTuff™ Bench 72" w/Back, w/3 Armrests, 2" SM		140	1210
141683M	TenderTuff™ Bench 72" w/Back, w/3 Armrests, DB		142	1195
141683B	TenderTuff™ Bench 72" w/Back, w/o Armrests, 2" SM		119	760
141683A	TenderTuff™ Bench 72" w/Back, w/o Armrests, DB		121	750
141683D	TenderTuff™ Bench 72" w/o Back, w/o Armrests, 2" SM		69	485
141683C	TenderTuff™ Bench 72" w/o Back, w/o Armrests, DB		75	450
141683P	TenderTuff™ Bench 92" w/Back, w/1 Armrest, 2" SM		143	950
141683O	TenderTuff™ Bench 92" w/Back, w/1 Armrest, DB		145	915
141683R	TenderTuff™ Bench 92" w/Back, w/2 Armrests, 2" SM		150	1090
141683Q	TenderTuff™ Bench 92" w/Back, w/2 Armrests, DB		152	1050
141683T	TenderTuff™ Bench 92" w/Back, w/3 Armrests, 2" SM		157	1250
141683S	TenderTuff™ Bench 92" w/Back, w/3 Armrests, DB		159	1210
141683F	TenderTuff™ Bench 92" w/Back, w/o Armrests, 2" SM		136	800
141683E	TenderTuff™ Bench 92" w/Back, w/o Armrests, DB		138	760
141683H	TenderTuff™ Bench 92" w/o Back, w/o Armrests, 2" SM		78	510
141683G	TenderTuff™ Bench 92" w/o Back, w/o Armrests, DB		84	485
141684B	TenderTuff™ Picnic Table 72" Table, (2) 72" Seats, Direct Bury		280	1630
141684A	TenderTuff™ Picnic Table 72" Table, (2) 72" Seats, Movable		246	1515
141684F	TenderTuff™ Picnic Table 92" Table, (2) 72" Seats, Direct Bury		302	1695

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
141684E	TenderTuff™ Picnic Table 92" Table, (2) 72" Seats, Movable		268	1585
141684D	TenderTuff™ Picnic Table 92" Table, (2) 92" Seats, Direct Bury		321	1775
141684C	TenderTuff™ Picnic Table 92" Table, (2) 92" Seats, Movable		288	1635
175949A	Toddler Picnic Table	UPS	75	555
186583A	Wood-Grain Bench 70" w/Back 2x4 Cedar Slats		159	1015
186583C	Wood-Grain Bench 70" w/Back 2x4 Cedar/Mink Slats		159	1015
186583B	Wood-Grain Bench 70" w/o Back 2x4 Cedar Slats		108	695
186583D	Wood-Grain Bench 70" w/o Back 2x4 Cedar/Mink Slats		108	695
186583E	Wood-Grain Bench 94" w/Back 2x4 Cedar Slats		185	1120
186583G	Wood-Grain Bench 94" w/Back 2x4 Cedar/Mink Slats		185	1120
186583F	Wood-Grain Bench 94" w/o Back 2x4 Cedar Slats		124	780
186583H	Wood-Grain Bench 94" w/o Back 2x4 Cedar/Mink Slats		124	780
186584A	Wood-Grain Litter Receptacle Direct Bury		216	2420
186584B	Wood-Grain Litter Receptacle Surface Mount		208	2485
186585A	Wood-Grain Recycling Receptacle Direct Bury		216	2420
186585B	Wood-Grain Recycling Receptacle Surface Mount		208	2485

¹ NOTE: 4-week lead time required.

Freestanding Play Shade

155071A	Cool Mister Single Post (DB Only)	102	6760
136759A	CoolToppers® Full Sail (DB Only)	1049	15620
159881B	CoolToppers® Pyramid (18'x18') 10' Entrance Height (60" Bury)	722	8390
159881C	CoolToppers® Pyramid (18'x18') 12' Entrance Height (60" Bury)	777	8525
159881A	CoolToppers® Pyramid (18'x18') 8' Entrance Height (60" Bury)	670	8195
159882B	CoolToppers® Pyramid (24'x24') 10' Entrance Height (60" Bury)	830	10460
159882C	CoolToppers® Pyramid (24'x24') 12' Entrance Height (60" Bury)	886	10955
159882A	CoolToppers® Pyramid (24'x24') 8' Entrance Height (60" Bury)	779	10290
159883B	CoolToppers® Pyramid (28'x28') 10' Entrance Height (60" Bury)	901	13365
159883C	CoolToppers® Pyramid (28'x28') 12' Entrance Height (60" Bury)	1172	13640
159883A	CoolToppers® Pyramid (28'x28') 8' Entrance Height (60" Bury)	846	12855
154397A	CoolToppers® Single Post Pyramid (12'x12' DB Only)	266	4810
155072A	CoolToppers® Single Post w/Cool Mister (DB Only)	284	10575
216042B	SkyWays® Cantilever 20'x36' Shade 10' Entrance Height ¹	3836	22960
216042F	SkyWays® Cantilever 20'x36' Shade 10' Entrance Height w/Rapid Release® ¹	3876	24730
216042C	SkyWays® Cantilever 20'x36' Shade 12' Entrance Height ¹	3986	24055
216042G	SkyWays® Cantilever 20'x36' Shade 12' Entrance Height w/Rapid Release® ¹	4026	24775
216042D	SkyWays® Cantilever 20'x36' Shade 14' Entrance Height ¹	4136	25150
216042H	SkyWays® Cantilever 20'x36' Shade 14' Entrance Height w/Rapid Release® ¹	4176	27275
216042A	SkyWays® Cantilever 20'x36' Shade 8' Entrance Height ¹	3686	21965
216042E	SkyWays® Cantilever 20'x36' Shade 8' Entrance Height w/Rapid Release® ¹	3726	23145
216044B	SkyWays® Cantilever 20'x72' Shade 10' Entrance Height ¹	6243	36320
216044F	SkyWays® Cantilever 20'x72' Shade 10' Entrance Height w/Rapid Release® ¹	6283	40040
216044C	SkyWays® Cantilever 20'x72' Shade 12' Entrance Height ¹	6468	38870
216044G	SkyWays® Cantilever 20'x72' Shade 12' Entrance Height w/Rapid Release® ¹	6508	40795
216044D	SkyWays® Cantilever 20'x72' Shade 14' Entrance Height ¹	6693	40220
216044H	SkyWays® Cantilever 20'x72' Shade 14' Entrance Height w/Rapid Release® ¹	6733	42250
216044A	SkyWays® Cantilever 20'x72' Shade 8' Entrance Height ¹	6018	36075
216044E	SkyWays® Cantilever 20'x72' Shade 8' Entrance Height w/Rapid Release® ¹	6058	36520
216043B	SkyWays® Cantilever Back-to-Back 40'x36' Shade 10' Entrance Height ¹	6272	37180
216043F	SkyWays® Cantilever Back-to-Back 40'x36' Shade 10' Entrance Height w/Rapid Release® ¹	6312	40190
216043C	SkyWays® Cantilever Back-to-Back 40'x36' Shade 12' Entrance Height ¹	6422	38350
216043G	SkyWays® Cantilever Back-to-Back 40'x36' Shade 12' Entrance Height w/Rapid Release® ¹	6462	41055

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
216043D	SkyWays® Cantilever Back-to-Back 40'x36' Shade 14' Entrance Height ¹		6572	40205
216043H	SkyWays® Cantilever Back-to-Back 40'x36' Shade 14' Entrance Height w/Rapid Release® ¹		6612	43140
216043A	SkyWays® Cantilever Back-to-Back 40'x36' Shade 8' Entrance Height ¹		6122	36585
216043E	SkyWays® Cantilever Back-to-Back 40'x36' Shade 8' Entrance Height w/Rapid Release® ¹		6162	37170
216045B	SkyWays® Cantilever Back-to-Back 40'x72' Shade 10' Entrance Height ¹		10386	60770
216045F	SkyWays® Cantilever Back-to-Back 40'x72' Shade 10' Entrance Height w/Rapid Release® ¹		10426	68440
216045C	SkyWays® Cantilever Back-to-Back 40'x72' Shade 12' Entrance Height ¹		10611	62570
216045G	SkyWays® Cantilever Back-to-Back 40'x72' Shade 12' Entrance Height w/Rapid Release® ¹		10651	68530
216045D	SkyWays® Cantilever Back-to-Back 40'x72' Shade 14' Entrance Height ¹		10837	64705
216045H	SkyWays® Cantilever Back-to-Back 40'x72' Shade 14' Entrance Height w/Rapid Release® ¹		10877	68305
216045A	SkyWays® Cantilever Back-to-Back 40'x72' Shade 8' Entrance Height ¹		10161	60045
216045E	SkyWays® Cantilever Back-to-Back 40'x72' Shade 8' Entrance Height w/Rapid Release® ¹		10201	64280
237672B	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 10' Entrance Height ¹		305	4950
237672F	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 10' Entrance Height w/Rapid Release® ¹		380	6230
237672C	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 12' Entrance Height ¹		315	4970
237672G	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 12' Entrance Height w/Rapid Release® ¹		390	6255
237672D	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 14' Entrance Height ¹		325	5385
237672H	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 14' Entrance Height w/Rapid Release® ¹		400	6310
237672A	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 8' Entrance Height ¹		295	4750
237672E	SkyWays® Cantilever Single Post Pyramid (10'x10') Shade 8' Entrance Height w/Rapid Release® ¹		370	5940
237673B	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 10' Entrance Height ¹		345	5340
237673F	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 10' Entrance Height w/Rapid Release® ¹		420	7235
237673C	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 12' Entrance Height ¹		355	5360
237673G	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 12' Entrance Height w/Rapid Release® ¹		430	7435
237673D	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 14' Entrance Height ¹		365	5765
237673H	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 14' Entrance Height w/Rapid Release® ¹		440	7580
237673A	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 8' Entrance Height ¹		335	5165
237673E	SkyWays® Cantilever Single Post Pyramid (12'x12') Shade 8' Entrance Height w/Rapid Release® ¹		410	6825
237674B	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 10' Entrance Height ¹		781	8400
237674F	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 10' Entrance Height w/Rapid Release® ¹		856	9780
237674C	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 12' Entrance Height ¹		803	8590
237674G	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 12' Entrance Height w/Rapid Release® ¹		878	10080
237674D	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 14' Entrance Height ¹		825	8885

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Model #	Description	UPS	Weight(lbs)	Price(\$)
237674H	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 14' Entrance Height w/Rapid Release® ¹		900	10395
237674A	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 8' Entrance Height ¹		759	8070
237674E	SkyWays® Cantilever Single Post Pyramid (14'x14') Shade 8' Entrance Height w/Rapid Release® ¹		834	9190
237675B	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 10' Entrance Height ¹		871	10105
237675F	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 10' Entrance Height w/Rapid Release® ¹		946	11225
237675C	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 12' Entrance Height ¹		893	10135
237675G	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 12' Entrance Height w/Rapid Release® ¹		968	11280
237675D	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 14' Entrance Height ¹		915	10990
237675H	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 14' Entrance Height w/Rapid Release® ¹		990	11980
237675A	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 8' Entrance Height ¹		849	9540
237675E	SkyWays® Cantilever Single Post Pyramid (16'x16') Shade 8' Entrance Height w/Rapid Release® ¹		924	10945
216038B	SkyWays® Hexagon, Double Layer (35') Shade 10' Entrance Height ¹		3093	24445
216038C	SkyWays® Hexagon, Double Layer (35') Shade 12' Entrance Height ¹		3309	25650
216038D	SkyWays® Hexagon, Double Layer (35') Shade 14' Entrance Height ¹		3524	27710
216038A	SkyWays® Hexagon, Double Layer (35') Shade 8' Entrance Height ¹		2878	21620
216039B	SkyWays® Hexagon, Double Layer (40') Shade 10' Entrance Height ¹		3248	24695
216039C	SkyWays® Hexagon, Double Layer (40') Shade 12' Entrance Height ¹		3464	26805
216039D	SkyWays® Hexagon, Double Layer (40') Shade 14' Entrance Height ¹		3679	28435
216039A	SkyWays® Hexagon, Double Layer (40') Shade 8' Entrance Height ¹		3033	24555
216040B	SkyWays® Hexagon, Double Layer (45') Shade 10' Entrance Height ¹		10439	60480
216040C	SkyWays® Hexagon, Double Layer (45') Shade 12' Entrance Height ¹		10889	64480
216040D	SkyWays® Hexagon, Double Layer (45') Shade 14' Entrance Height ¹		11340	68475
216040A	SkyWays® Hexagon, Double Layer (45') Shade 8' Entrance Height ¹		9989	55870
216041B	SkyWays® Hexagon, Double Layer (50') Shade 10' Entrance Height ¹		10900	65975
216041C	SkyWays® Hexagon, Double Layer (50') Shade 12' Entrance Height ¹		11351	67365
216041D	SkyWays® Hexagon, Double Layer (50') Shade 14' Entrance Height ¹		11801	72305
216041A	SkyWays® Hexagon, Double Layer (50') Shade 8' Entrance Height ¹		10450	58795
216034B	SkyWays® Hexagon, Single Layer (35') Shade 10' Entrance Height ¹		2730	20235
216034F	SkyWays® Hexagon, Single Layer (35') Shade 10' Entrance Height w/Rapid Release® ¹		2770	24160
216034C	SkyWays® Hexagon, Single Layer (35') Shade 12' Entrance Height ¹		2945	22015
216034G	SkyWays® Hexagon, Single Layer (35') Shade 12' Entrance Height w/Rapid Release® ¹		2985	26230
216034D	SkyWays® Hexagon, Single Layer (35') Shade 14' Entrance Height ¹		3161	23230
216034H	SkyWays® Hexagon, Single Layer (35') Shade 14' Entrance Height w/Rapid Release® ¹		3201	26690
216034A	SkyWays® Hexagon, Single Layer (35') Shade 8' Entrance Height ¹		2514	18725
216034E	SkyWays® Hexagon, Single Layer (35') Shade 8' Entrance Height w/Rapid Release® ¹		2554	21885
216035B	SkyWays® Hexagon, Single Layer (40') Shade 10' Entrance Height ¹		2884	22170
216035F	SkyWays® Hexagon, Single Layer (40') Shade 10' Entrance Height w/Rapid Release® ¹		2924	25915
216035C	SkyWays® Hexagon, Single Layer (40') Shade 12' Entrance Height ¹		3100	22285
216035G	SkyWays® Hexagon, Single Layer (40') Shade 12' Entrance Height w/Rapid Release® ¹		3140	26785
216035D	SkyWays® Hexagon, Single Layer (40') Shade 14' Entrance Height ¹		3315	24400
216035H	SkyWays® Hexagon, Single Layer (40') Shade 14' Entrance Height w/Rapid Release® ¹		3355	28825
216035A	SkyWays® Hexagon, Single Layer (40') Shade 8' Entrance Height ¹		2669	19885
216035E	SkyWays® Hexagon, Single Layer (40') Shade 8' Entrance Height w/Rapid Release® ¹		2709	22460
216036B	SkyWays® Hexagon, Single Layer (45') Shade 10' Entrance Height ¹		9619	54910
216036C	SkyWays® Hexagon, Single Layer (45') Shade 12' Entrance Height ¹		10069	59455
216036D	SkyWays® Hexagon, Single Layer (45') Shade 14' Entrance Height ¹		10520	62620
216036A	SkyWays® Hexagon, Single Layer (45') Shade 8' Entrance Height ¹		9169	50050

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only

February 7, 2023 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.

Model #	Description	UPS	Weight(lbs)	Price(\$)
216037B	SkyWays® Hexagon, Single Layer (50') Shade 10' Entrance Height ¹		10080	58905
216037C	SkyWays® Hexagon, Single Layer (50') Shade 12' Entrance Height ¹		10530	59435
216037D	SkyWays® Hexagon, Single Layer (50') Shade 14' Entrance Height ¹		10981	63265
216037A	SkyWays® Hexagon, Single Layer (50') Shade 8' Entrance Height ¹		9630	55895
227368B	SkyWays® Hip (18'x18') Shade 10' Entrance Height ¹		480	7055
227368F	SkyWays® Hip (18'x18') Shade 10' Entrance Height w/Rapid Release® ¹		520	8690
227368C	SkyWays® Hip (18'x18') Shade 12' Entrance Height ¹		500	7575
227368G	SkyWays® Hip (18'x18') Shade 12' Entrance Height w/Rapid Release® ¹		540	9060
227368D	SkyWays® Hip (18'x18') Shade 14' Entrance Height ¹		600	8055
227368H	SkyWays® Hip (18'x18') Shade 14' Entrance Height w/Rapid Release® ¹		640	9130
227368A	SkyWays® Hip (18'x18') Shade 8' Entrance Height ¹		360	6615
227368E	SkyWays® Hip (18'x18') Shade 8' Entrance Height w/Rapid Release® ¹		400	8085
237666B	SkyWays® Hip (20'x20') Shade 10' Entrance Height ¹		500	7845
237666F	SkyWays® Hip (20'x20') Shade 10' Entrance Height w/Rapid Release® ¹		540	9355
237666C	SkyWays® Hip (20'x20') Shade 12' Entrance Height ¹		600	8485
237666G	SkyWays® Hip (20'x20') Shade 12' Entrance Height w/Rapid Release® ¹		640	9550
237666D	SkyWays® Hip (20'x20') Shade 14' Entrance Height ¹		700	8720
237666H	SkyWays® Hip (20'x20') Shade 14' Entrance Height w/Rapid Release® ¹		740	10405
237666A	SkyWays® Hip (20'x20') Shade 8' Entrance Height ¹		480	7530
237666E	SkyWays® Hip (20'x20') Shade 8' Entrance Height w/Rapid Release® ¹		520	8690
227369B	SkyWays® Hip (24'x24') Shade 10' Entrance Height ¹		650	8775
227369F	SkyWays® Hip (24'x24') Shade 10' Entrance Height w/Rapid Release® ¹		690	10255
227369C	SkyWays® Hip (24'x24') Shade 12' Entrance Height ¹		720	9690
227369G	SkyWays® Hip (24'x24') Shade 12' Entrance Height w/Rapid Release® ¹		760	10365
227369D	SkyWays® Hip (24'x24') Shade 14' Entrance Height ¹		840	10330
227369H	SkyWays® Hip (24'x24') Shade 14' Entrance Height w/Rapid Release® ¹		880	11565
227369A	SkyWays® Hip (24'x24') Shade 8' Entrance Height ¹		600	8695
227369E	SkyWays® Hip (24'x24') Shade 8' Entrance Height w/Rapid Release® ¹		640	9725
227370B	SkyWays® Hip (28'x28') Shade 10' Entrance Height ¹		960	10240
227370F	SkyWays® Hip (28'x28') Shade 10' Entrance Height w/Rapid Release® ¹		1000	11385
227370C	SkyWays® Hip (28'x28') Shade 12' Entrance Height ¹		1080	11565
227370G	SkyWays® Hip (28'x28') Shade 12' Entrance Height w/Rapid Release® ¹		1120	12700
227370D	SkyWays® Hip (28'x28') Shade 14' Entrance Height ¹		1200	11655
227370H	SkyWays® Hip (28'x28') Shade 14' Entrance Height w/Rapid Release® ¹		1240	12775
227370A	SkyWays® Hip (28'x28') Shade 8' Entrance Height ¹		840	9665
227370E	SkyWays® Hip (28'x28') Shade 8' Entrance Height w/Rapid Release® ¹		880	11310
227371B	SkyWays® Hip (30'x30') Shade 10' Entrance Height ¹		1200	13295
227371F	SkyWays® Hip (30'x30') Shade 10' Entrance Height w/Rapid Release® ¹		1240	15220
227371C	SkyWays® Hip (30'x30') Shade 12' Entrance Height ¹		1275	14405
227371G	SkyWays® Hip (30'x30') Shade 12' Entrance Height w/Rapid Release® ¹		1315	15700
227371D	SkyWays® Hip (30'x30') Shade 14' Entrance Height ¹		1320	14525
227371H	SkyWays® Hip (30'x30') Shade 14' Entrance Height w/Rapid Release® ¹		1360	16570
227371A	SkyWays® Hip (30'x30') Shade 8' Entrance Height ¹		1080	12595
227371E	SkyWays® Hip (30'x30') Shade 8' Entrance Height w/Rapid Release® ¹		1120	14150
215186B	SkyWays® Hip (35'x35') Shade 10' Entrance Height ^{2,3}		2106	17305

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Model #	Description	UPS	Weight(lbs)	Price(\$)
215186F	SkyWays® Hip (35'x35') Shade 10' Entrance Height w/Rapid Release® 2,3		2146	18440
215186C	SkyWays® Hip (35'x35') Shade 12' Entrance Height 2,3		2250	18415
215186G	SkyWays® Hip (35'x35') Shade 12' Entrance Height w/Rapid Release® 2,3		2290	19990
215186D	SkyWays® Hip (35'x35') Shade 14' Entrance Height 2,3		2393	20085
215186H	SkyWays® Hip (35'x35') Shade 14' Entrance Height w/Rapid Release® 2,3		2433	20475
215186A	SkyWays® Hip (35'x35') Shade 8' Entrance Height 2,3		1962	15875
215186E	SkyWays® Hip (35'x35') Shade 8' Entrance Height w/Rapid Release® 2,3		2002	16995
215187B	SkyWays® Hip (40'x40') Shade 10' Entrance Height 1		2263	18700
215187F	SkyWays® Hip (40'x40') Shade 10' Entrance Height w/Rapid Release® 1		2303	20350
215187C	SkyWays® Hip (40'x40') Shade 12' Entrance Height 1		2407	20790
215187G	SkyWays® Hip (40'x40') Shade 12' Entrance Height w/Rapid Release® 1		2447	21215
215187D	SkyWays® Hip (40'x40') Shade 14' Entrance Height 1		2550	20935
215187H	SkyWays® Hip (40'x40') Shade 14' Entrance Height w/Rapid Release® 1		2590	21705
215187A	SkyWays® Hip (40'x40') Shade 8' Entrance Height 1		2119	18555
215187E	SkyWays® Hip (40'x40') Shade 8' Entrance Height w/Rapid Release® 1		2159	19460
267723B	SkyWays® Single Post Hypar 10'x10' Shade 10' Entrance Height 1		250	4380
267723F	SkyWays® Single Post Hypar 10'x10' Shade 10' Entrance Height w/Rapid Release 1		325	5545
267723C	SkyWays® Single Post Hypar 10'x10' Shade 12' Entrance Height 1		270	4540
267723G	SkyWays® Single Post Hypar 10'x10' Shade 12' Entrance Height w/Rapid Release 1		345	5780
267723D	SkyWays® Single Post Hypar 10'x10' Shade 14' Entrance Height 1		290	4755
267723H	SkyWays® Single Post Hypar 10'x10' Shade 14' Entrance Height w/Rapid Release 1		365	6025
267723A	SkyWays® Single Post Hypar 10'x10' Shade 8' Entrance Height 1		230	4220
267723E	SkyWays® Single Post Hypar 10'x10' Shade 8' Entrance Height w/Rapid Release 1		305	5415
267724B	SkyWays® Single Post Hypar 12'x12' Shade 10' Entrance Height 1		295	4940
267724F	SkyWays® Single Post Hypar 12'x12' Shade 10' Entrance Height w/Rapid Release 1		370	6545
267724C	SkyWays® Single Post Hypar 12'x12' Shade 12' Entrance Height 1		305	4950
267724G	SkyWays® Single Post Hypar 12'x12' Shade 12' Entrance Height w/Rapid Release 1		380	6800
267724D	SkyWays® Single Post Hypar 12'x12' Shade 14' Entrance Height 1		315	5230
267724H	SkyWays® Single Post Hypar 12'x12' Shade 14' Entrance Height w/Rapid Release 1		390	6920
267724A	SkyWays® Single Post Hypar 12'x12' Shade 8' Entrance Height 1		285	4780
267724E	SkyWays® Single Post Hypar 12'x12' Shade 8' Entrance Height w/Rapid Release 1		360	6510
267725B	SkyWays® Single Post Hypar 14'x14' Shade 10' Entrance Height 1		491	5450
267725F	SkyWays® Single Post Hypar 14'x14' Shade 10' Entrance Height w/Rapid Release 1		566	7230
267725C	SkyWays® Single Post Hypar 14'x14' Shade 12' Entrance Height 1		503	5545
267725G	SkyWays® Single Post Hypar 14'x14' Shade 12' Entrance Height w/Rapid Release 1		578	7475
267725D	SkyWays® Single Post Hypar 14'x14' Shade 14' Entrance Height 1		515	5795
267725H	SkyWays® Single Post Hypar 14'x14' Shade 14' Entrance Height w/Rapid Release 1		590	7235
267725A	SkyWays® Single Post Hypar 14'x14' Shade 8' Entrance Height 1		479	5365
267725E	SkyWays® Single Post Hypar 14'x14' Shade 8' Entrance Height w/Rapid Release 1		554	7010
267726B	SkyWays® Single Post Hypar 16'x16' Shade 10' Entrance Height 1		571	6020
267726F	SkyWays® Single Post Hypar 16'x16' Shade 10' Entrance Height w/Rapid Release 1		646	7970
267726C	SkyWays® Single Post Hypar 16'x16' Shade 12' Entrance Height 1		583	6370
267726G	SkyWays® Single Post Hypar 16'x16' Shade 12' Entrance Height w/Rapid Release 1		658	7840
267726D	SkyWays® Single Post Hypar 16'x16' Shade 14' Entrance Height 1		595	6415

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Model #	Description	UPS	Weight(lbs)	Price(\$)
267726H	SkyWays® Single Post Hypar 16'x16' Shade 14' Entrance Height w/Rapid Release ¹		670	8250
267726A	SkyWays® Single Post Hypar 16'x16' Shade 8' Entrance Height ¹		559	5885
267726E	SkyWays® Single Post Hypar 16'x16' Shade 8' Entrance Height w/Rapid Release ¹		634	7945
237668B	SkyWays® Single Post Pyramid (10'x10') Shade 10' Entrance Height ¹		250	4315
237668F	SkyWays® Single Post Pyramid (10'x10') Shade 10' Entrance Height w/Rapid Release® ¹		325	5580
237668C	SkyWays® Single Post Pyramid (10'x10') Shade 12' Entrance Height ¹		270	4410
237668G	SkyWays® Single Post Pyramid (10'x10') Shade 12' Entrance Height w/Rapid Release® ¹		345	5590
237668D	SkyWays® Single Post Pyramid (10'x10') Shade 14' Entrance Height ¹		290	4790
237668H	SkyWays® Single Post Pyramid (10'x10') Shade 14' Entrance Height w/Rapid Release® ¹		365	5755
237668A	SkyWays® Single Post Pyramid (10'x10') Shade 8' Entrance Height ¹		230	4150
237668E	SkyWays® Single Post Pyramid (10'x10') Shade 8' Entrance Height w/Rapid Release® ¹		305	5380
237669B	SkyWays® Single Post Pyramid (12'x12') Shade 10' Entrance Height ¹		295	4750
237669F	SkyWays® Single Post Pyramid (12'x12') Shade 10' Entrance Height w/Rapid Release® ¹		370	6410
237669C	SkyWays® Single Post Pyramid (12'x12') Shade 12' Entrance Height ¹		305	4875
237669G	SkyWays® Single Post Pyramid (12'x12') Shade 12' Entrance Height w/Rapid Release® ¹		380	6805
237669D	SkyWays® Single Post Pyramid (12'x12') Shade 14' Entrance Height ¹		315	5160
237669H	SkyWays® Single Post Pyramid (12'x12') Shade 14' Entrance Height w/Rapid Release® ¹		390	6795
237669A	SkyWays® Single Post Pyramid (12'x12') Shade 8' Entrance Height ¹		285	4860
237669E	SkyWays® Single Post Pyramid (12'x12') Shade 8' Entrance Height w/Rapid Release® ¹		360	6200
237670B	SkyWays® Single Post Pyramid (14'x14') Shade 10' Entrance Height ¹		491	5555
237670F	SkyWays® Single Post Pyramid (14'x14') Shade 10' Entrance Height w/Rapid Release® ¹		566	7325
237670C	SkyWays® Single Post Pyramid (14'x14') Shade 12' Entrance Height ¹		503	5870
237670G	SkyWays® Single Post Pyramid (14'x14') Shade 12' Entrance Height w/Rapid Release® ¹		578	7410
237670D	SkyWays® Single Post Pyramid (14'x14') Shade 14' Entrance Height ¹		515	5860
237670H	SkyWays® Single Post Pyramid (14'x14') Shade 14' Entrance Height w/Rapid Release® ¹		590	7575
237670A	SkyWays® Single Post Pyramid (14'x14') Shade 8' Entrance Height ¹		479	5205
237670E	SkyWays® Single Post Pyramid (14'x14') Shade 8' Entrance Height w/Rapid Release® ¹		554	7020
237671B	SkyWays® Single Post Pyramid (16'x16') Shade 10' Entrance Height ¹		571	6135
237671F	SkyWays® Single Post Pyramid (16'x16') Shade 10' Entrance Height w/Rapid Release® ¹		646	8015
237671C	SkyWays® Single Post Pyramid (16'x16') Shade 12' Entrance Height ¹		583	6605
237671G	SkyWays® Single Post Pyramid (16'x16') Shade 12' Entrance Height w/Rapid Release® ¹		658	8125
237671D	SkyWays® Single Post Pyramid (16'x16') Shade 14' Entrance Height ¹		595	6680
237671H	SkyWays® Single Post Pyramid (16'x16') Shade 14' Entrance Height w/Rapid Release® ¹		670	8220
237671A	SkyWays® Single Post Pyramid (16'x16') Shade 8' Entrance Height ¹		559	6195
237671E	SkyWays® Single Post Pyramid (16'x16') Shade 8' Entrance Height w/Rapid Release® ¹		634	7950
237677A	SkyWays® Triangle Sail (20'x20'x20') Shade 8'/10'/12' Entry Height ¹		898	12955

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Model #	Description	UPS	Weight(lbs)	Price(\$)
237676B	SkyWays® Two-Post Hip (14'x22") Shade 10' Entrance Height ¹		795	7125
237676F	SkyWays® Two-Post Hip (14'x22") Shade 10' Entrance Height w/Rapid Release® ¹		870	7865
237676C	SkyWays® Two-Post Hip (14'x22") Shade 12' Entrance Height ¹		810	7380
237676G	SkyWays® Two-Post Hip (14'x22") Shade 12' Entrance Height w/Rapid Release® ¹		885	8520
237676D	SkyWays® Two-Post Hip (14'x22") Shade 14' Entrance Height ¹		825	7480
237676H	SkyWays® Two-Post Hip (14'x22") Shade 14' Entrance Height w/Rapid Release® ¹		900	8730
237676A	SkyWays® Two-Post Hip (14'x22") Shade 8' Entrance Height ¹		780	6750
237676E	SkyWays® Two-Post Hip (14'x22") Shade 8' Entrance Height w/Rapid Release® ¹		855	7855
159873A	Super CoolToppers® Pyramid (30'x30') 13'-9" Entrance Height (45" Bury)		1402	15565

¹ NOTE: Product ships from Dallas Skyways facility, a custom freight quote is required. Please request a freight quote from transportation_quotes@playlsi.com

² NOTE: A separate freight quote from Dallas Skyways facility is required for this model.

³ NOTE: 3-4 week lead time after engineering sign-off.

Freestanding Play Surfacing

114513A	Adhesive Tube 10.6 oz., Approximate Coverage: 3 Tiles per Tube	UPS	2	16
100626A	Galvanized Stake (30")	UPS	4	17
109694A	Geotextile Fabric	UPS	1	6.61
126205A	Transfer Station w/2 Handholds		83	1315
119214A	TuffTimbers™ 4' Length, Black Only	UPS	9	64
130799A	TuffTimbers™ Access Wedge Black Only		90	1055

Freestanding Play Signs

217914A	DigiFuse® Arched Sign Panel w/PS Posts		42	1360
298208A	Symbol Communication Sign w/2 Posts 2"SM	UPS	54	2205
298208A	Symbol Communication Sign w/2 Posts DB	UPS	63	1995
182504F	Welcome Sign Ages 18 m-12 yrs Direct Bury (CSA only) ¹	UPS	24	435
182504E	Welcome Sign Ages 18 m-5 yrs Direct Bury (CSA only) ¹	UPS	24	435
182504B	Welcome Sign Ages 2-12 years Direct Bury ¹	UPS	24	435
182504A	Welcome Sign Ages 2-5 years Direct Bury ¹	UPS	24	435
182504C	Welcome Sign Ages 5-12 years Direct Bury ¹	UPS	24	435
182504D	Welcome Sign Ages 6-23 months Direct Bury ¹	UPS	24	435

¹ NOTE: Playsystem orders may be eligible for a free welcome sign. Restrictions apply. Additional signs may be purchased (models shown here).

Freestanding Play Learning Wall

184868A	Ball Maze Panel (LW-10) ¹	UPS	55	1390
184870B	Bead and Block Panel w/Handles (LW-1) ¹	UPS	64	1445
184870A	Bead and Block Panel w/o Handles (LW-1) ¹	UPS	56	1185
184875A	Benches (2) w/1 End Panel Each Ground Level Only (LW-1) ¹	UPS	49	1105
184869A	Block Panel Tan Discs Only (LW-1) ¹	UPS	35	1055
184889A	Bongo Panel® (LW-1) ¹	UPS	43	1080
184891A	Bongo Reach Panel (LW) ¹	UPS	27	1030
184880A	Braille and Clock Panel (LW-10) ¹	UPS	41	1765
184853A	Bubble Panel (10") ¹	UPS	29	860
184873A	Chimes Panel (LW-10) ¹		47	1620
184898A	Color Splash Panel™ (LW-10) ¹		52	3465
184858A	Driver Panel (LW-1) ¹	UPS	47	915
184859A	Finger Maze Panel (LW-10) ¹	UPS	40	755
184893A	Fun Mirror Panel® (LW-10) ¹		53	2855
184876A	Gear Panel (LW-10) ¹		112	2225
184872A	Geometric Panel w/Handles (LW-10) ¹	UPS	38	955
184872B	Geometric Panel w/o Handles (LW-10) ¹	UPS	34	750
184854A	Hole Panel (LW-1) ¹	UPS	23	570
184881A	Hourglass Panel (LW-10) ¹		51	1880
184867A	House Panel (LW-1) ¹	UPS	30	670

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Model #	Description	UPS	Weight(lbs)	Price(\$)
184883A	Image Panel 176 Play Blocks (LW-10) ¹	UPS	63	1560
184896A	Kaleidospin Panel® (LW-10) ¹		74	3945
184897A	Marble Panel® (LW-10) ¹		54	2745
184882A	Match 4 Panel (LW-10) ¹	UPS	35	1135
184866A	Mirror Panel (LW-10) ¹	UPS	41	1210
184886A	Navigator Reach Panel (LW) ¹	UPS	26	760
184894A	Optigear Panel® (LW-10) ¹		49	3945
184877A	Periscope Panel (LW-10) ¹	UPS	55	1795
184878A	Pilot Panel (LW-1) ¹	UPS	45	1210
184855A	Puppet Panel (LW-1) ¹	UPS	27	570
184856A	Puppet Panel (LW-1) ¹	UPS	32	800
184899A	Rain Sound Wheel Panel™ (LW-10) ¹		68	2520
184888A	Ring-a-Bell™ Panel (LW-10) ¹	UPS	41	1570
184892A	Ring-a-Bell™ Reach Panel (LW) ¹	UPS	24	1115
184890A	Rock-n-Ring® Panel (LW-1) ¹	UPS	52	1910
184865A	Sand and Water Panel Tan Dish Only (LW-1) ¹	UPS	76	1560
188837A	Sign Language Panel (LW-10) ¹		33	930
184871A	Slant Entrance Panel (LW-1) ¹	UPS	52	1185
184852A	Slant Window Panel (LW-10) ¹	UPS	49	1500
184879A	Space Travel Panel (LW-10) ¹		50	1570
179230A	Square Peak Tile Roof w/Logo Panels (LW) ²		105	1765
179230B	Square Peak Tile Roof w/o Logo Panels (LW) ²		93	1620
179226A	Square Poly Roof w/Logo Panels (LW) ²		112	1570
179226B	Square Poly Roof w/o Logo Panels (LW) ²		99	1435
184887A	Storefront Panel Ground Level Only (LW-1) ¹	UPS	21	510
184861A	Table Panel Ground Level Only (LW-1) ¹	UPS	62	1335
184862A	Tic-Tac-Toe Panel Tan Discs Only (LW-10) ¹	UPS	45	1570
184860A	Tracing Panel (LW-10) ¹	UPS	33	765
184885A	Trail Tracker® Reach Panel (LW) ¹	UPS	14	535
184901A	Tunnel Panel (LW-1) ¹	UPS	77	1695
184895A	Xylofun Panel® (LW-10) ¹		48	2910
184857A	Zoo Panel (LW-1) ¹	UPS	25	570

¹ NOTE: Learning Wall Panels are mounted 1" above (LW-1) or 10" (LW-10) above the playing surface to accommodate the reach ranges of all children.

² NOTE: Free customized text on roof; limit approximately 15 characters including spaces. Validate customized text in design tools.

Freestanding Play Learning Wall Posts

115201B	Learning Wall Post DB 1" Panel Height	13	310
115201A	Learning Wall Post DB 10" Panel Height	14	315
115203B	Learning Wall Post for Roof DB 1" Panel Height	17	330
115203A	Learning Wall Post for Roof DB 10" Panel Height	18	340
115204B	Learning Wall Post for Roof SM 1" Panel Height	12	435
115204A	Learning Wall Post for Roof SM 10" Panel Height	10	455
115202B	Learning Wall Post SM 1" Panel Height	9	360
115202A	Learning Wall Post SM 10" Panel Height	11	375

NOTE: All products identified above are a Direct Bury type of installation unless otherwise noted. For Surface Mounting, contact the LSI Design Department for price quote.

Confidential: Internal Landscape Structures Use Only
February 7, 2023 City Council Regular Session Agenda Packet

Because of our commitment to safety, innovation and value, we reserve the right to change pricing at any time.



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

DATE: February 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Authorization for the Mayor to Sign Two Estoppel Certificates for Mount Dora Solar I, LLC

Introduction:

This request is for City Council to authorize the Mayor to sign the Purchase Power Agreement and Licensor Estoppel Certificates for Mount Dora Solar I LLC.

Discussion:

On January 5, 2021, City Council approved a License Agreement and a Purchase Power Agreement (PPA) with Mount Dora Solar Farm I, LLC in which the City of Mount Dora agreed to purchase and receive the output of the 4 MW solar facility and allow them to build this solar generation facility on a portion of the City's properties located at Waste Water II, 2055 James P. Snell Dr. and the Perc Pond Facility, 4300 CR19A. On December 5, 2022, Council also approved an amendment to the PPA extending the project through March 31, 2023.

The financing entity requested these estoppel certificates assuring that the PPA and license remains in full force and Mount Dora Solar I LLC is in good standing with the City. They also summarize important clauses within the license and PPA and can be used as a recording instrument and a way to provide notice to others of their agreements with the City.

Budget Impact:

No Budget impact.

Strategic Impact:

Goal 2 Infrastructure

By entering into this agreement, it will allow the City of Mount Dora to maintain and operate a sustainable city that will ensure its longevity.

Recommendation:

City Council to authorize the Mayor to sign the Licensor Estoppel certificate and the PPA Estoppel certificate to Mount Dora Solar I, LLC.

Attachment(s):

Prepared by: Steve Langley, Electric Utility Director
Reviewed by: Steve Langley, Electric Utility Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 1/12/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 2/1/2023

PPA ESTOPPEL CERTIFICATE

MOUNT DORA SOLAR FARM I

This PPA Estoppel Certificate (“**Estoppel**”) is made by **CITY OF MOUNT DORA, FLORIDA**, a Florida Municipal Corporation (“**Counterparty**”) for **Sol Ridge RK Solar Fund, LLC**, a **Delaware limited liability company** (“**Investor**”).

RECITALS

- A. Pursuant to that certain Solar Power Purchase Agreement dated January 5, 2021, as amended by that certain Amendment to Solar Power Purchase Agreement dated May 18, 2021 and that certain Second Amendment to Solar Power Purchase Agreement dated December 5, 2022 (as it may be further amended, restated, supplemented or otherwise modified and in effect from time to time, collectively the “**PPA**”), Counterparty agreed to purchase from Mount Dora Solar Farm I, LLC, a company duly and properly organized and existing under the laws of the state of Florida (“**Company**”), solar generated electricity from the solar panel system described in Exhibit 2 to the PPA (the “**System**”).
- B. Investor has agreed to make certain investments with respect to Company (the “**Investment**”) secured by, among other things, Company’s interest in the PPA;
- C. As a condition to the Investor entering into the Investment, the Investor has requested that Counterparty provide acknowledgement and covenants as set forth herein; and
- D. All capitalized terms used but not defined herein shall have the meaning set forth in the PPA.

Counterparty hereby certifies, represents and warrants to the Investor, that:

- 1. The Counterparty is the current Purchaser under the PPA and Company is the current Seller under the PPA.
- 2. The PPA is in full force and effect and is the valid and binding obligation of Counterparty. The PPA has not been modified, supplemented, amended (other than as set forth above), or cancelled.
- 3. The PPA constitutes the entire agreement between Counterparty and Company with respect to the electricity generated from the System.
- 4. The primary term of the PPA shall be for 30 years following the commencement of commercial operation of the System, and will be concurrent with the term of the Non-Exclusive License.
- 5. No amounts are currently owed by Company to Counterparty under the PPA.

6. Counterparty is not in default and to the best of Counterparty's knowledge, Company is not in default pursuant to the PPA and no notice of default pursuant to the PPA has been sent or served by Counterparty or received from Company. Counterparty does not know of any events or condition which, but for the giving of notice or the passing of time, or both, would constitute a default of either party pursuant to the PPA.
7. To the best of Counterparty's knowledge, there is not pending any action, lawsuit, proceeding, inquiry or investigation against or affecting Counterparty or the Premises which would have any effect on the PPA.
8. To the best of Counterparty's knowledge, no actions, whether voluntary or involuntary, are pending or threatened against, or contemplated by, Counterparty under any bankruptcy, insolvency or similar laws of the United States or any state thereof.
9. Counterparty acknowledges that Investor is considered a "Financing Party" under the PPA, and is entitled to the rights set forth therein, including Section 17, and agrees that in the event of a Default Event by Company under the PPA, the Investor may, but shall not be obligated to, cure such Default Event within the period provided for such cure in Section 11 of the PPA.
10. Counterparty acknowledges that the Investor is relying on the representations and warranties made herein in making the Investment.

25491546v2

[Signature on Following Page]

This Estoppel is executed by Counterparty as of the date below and is made for the benefit of and may be relied upon by the Investor and its successors and assigns.

COUNTERPARTY:

CITY OF MOUNT DORA, FLORIDA

BY: _____

Name : Crissy Stile

Its: Mayor

Date: _____

ATTEST:

Jeanann Hand, City Clerk

LICENSOR ESTOPPEL CERTIFICATE

MOUNT DORA SOLAR FARM I

This Licensor Estoppel Certificate (“**Estoppel**”) is made by **CITY OF MOUNT DORA, FLORIDA**, a Florida Municipal Corporation (“**Licensor**”) for **Sol Ridge RK Solar Fund, LLC**, a Delaware limited liability company (“**Investor**”).

RECITALS

- A. Pursuant to that certain License Agreement dated January 5, 2021, (as it may be further amended, restated, supplemented or otherwise modified and in effect from time to time, collectively the “**License**”), Licensor licensed to Mount Dora Solar Farm I, LLC, a company duly and properly organized and existing under the laws of the state of Florida (“**Licensee**”) the Licensed Premises (as defined below).
- B. Licensor is the sole owner of fee simple title to the property subject to the License (the “**Property**”). The portion of the Property licensed to Licensee is further defined in the License (the “**Premises**”).
- C. Investor has agreed to make certain investments with respect to Licensee (the “**Investment**”) secured by, among other things, Licensee’s license to use the Premises;
- D. As a condition to the Investor entering into the Investment, the Investor has requested that Licensor provide acknowledgement and covenants as set forth herein; and
- E. All capitalized terms used but not defined herein shall have the meaning set forth in the License.

Licensor hereby certifies, represents and warrants to the Investor, that:

- 1. The Licensor is the current Licensor under the License and Licensee is the current Licensee under the License.
- 2. The License is in full force and effect and is the valid and binding obligation of Licensor. The License has not been modified, supplemented, amended (other than as set forth above), or cancelled.
- 3. The License constitutes the entire agreement between Licensor and Licensee with respect to the Licensed Premises. To Licensor’s knowledge, Licensee has not sublet any portion of the Premises.
- 4. The primary term of the License shall be for 30 years following the commencement of commercial operation of the Solar Facilities, and will be concurrent with the term of the PPA, under which Licensee has a renewal option.

5. Except for the License, Licenser has not assigned, conveyed, transferred, leased, licensed, encumbered or mortgaged its interest in the License or the Premises and there are no encumbrances on Licenser's interest in any of the foregoing, including without limitation, any written or oral agricultural or hunting rights granted to third parties.
6. No amounts are currently owed by Licensee to Licenser under the License.
7. Licenser is not in default and to the best of Licenser's knowledge, Licensee is not in default pursuant to the License and no notice of default pursuant to the License has been sent or served by Licenser or received from Licensee. Licenser does not know of any events or condition which, but for the giving of notice or the passing of time, or both, would constitute a default of either party pursuant to the License
8. To the best of Licenser's knowledge, there is not pending any action, lawsuit, proceeding, inquiry or investigation against or affecting Licenser or the Premises which would have any effect on Licensee's right to use the Property or the License.
9. To the best of Licenser's knowledge, no actions, whether voluntary or involuntary, are pending or threatened against, or contemplated by, Licenser under any bankruptcy, insolvency or similar laws of the United States or any state thereof.
10. Licenser acknowledges that in the event of any breach by Licensee of the License, the Investor may, but shall not be obligated to, cure such breach within the period provided for such cure in Section 9.1 of the License.
11. Licenser acknowledges that the Investor is relying on the representations and warranties made herein in making the Investment.

24820550v5

[Signature on Following Page]

This Estoppel is executed by Licensor as of the date below and is made for the benefit of and may be relied upon by the Investor and its successors and assigns.

LICENSOR:

CITY OF MOUNT DORA, FLORIDA

BY: _____

Name : Crissy Stile

Its: Mayor

Date: _____

ATTEST:

Jeanann Hand, City Clerk



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

DATE: February 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Rescheduling the April 4, 2023 City Council Regular Session Business

Introduction:

This is an opportunity for Council to vote on rescheduling the April 4, 2023 City Council Regular Session.

Discussion:

The Florida League of Cities is hosting Legislative Action Days in Tallahassee on April 3-5, 2023. This annual event provides city officials with a valuable opportunity to advocate for Home Rule and city appropriation requests.

Due to Councilmembers' attendance at this event, it is more than likely a quorum will not be met at the April 4, 2023 City Council Regular Session. Section 8 of the City of Mount Dora Charter allows the rescheduling of City Council meetings in order to avoid a lack of quorum or to comply with special circumstances. According to the City Charter, this rescheduling must take place by motion and majority vote.

Staff suggests business scheduled for the April 4, 2023 City Council Regular Session be addressed at the meeting scheduled for March 21, 2023, or at the next regularly scheduled City Council meeting after April 4th, which takes place April 18, 2023.

Budget Impact:

There is no budget impact.

Strategic Impact:

N/A

Recommendation:

Council vote on the rescheduling of the April 4, 2023 City Council Regular Session.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 2/1/2023



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

DATE: February 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Request Adoption of Final Reading of **Ordinance No. 2023-02**, Orange Lake Development, LLC (Rezone to C-2A)

Introduction:

This is a request for City Council to approve the final reading of Ordinance No. 2023-02.

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

Discussion:

Further descriptions and the zoning report are contained in Attachment #1 (PZC Memo/Staff Report). The applicant provided a revised rezoning application to reflect the change from C-3 to C-2(A) - Attachment #2. The advertisements for the adoption hearing are provided in Attachment #3.

The applicant is requesting a change of the zoning district from PL/I (Public Land/Institutions) to City C-2A (Peripheral Commercial) for approximately 2.11 acres located on the south side of U.S. Highway 441 and East Crooked Lake Drive. During the December 21, 2022, Planning and Zoning Commission meeting, the applicant changed the request from a C-3 to a C-2A zoning district. The C-2A is a less-intense commercial district.

The sequence of events leading to the presentation to the City Council are as follows:

The City Council, at their regularly scheduled meeting held on January 17, 2023, recommended approval of the First Reading of Ordinance No. 2023-02 and hold for a hearing for the Second Reading and Final adoption.

The Planning and Zoning Commission (PZC) at their regularly scheduled meeting held on December 21, 2022, recommended approval (vote 6-1) of the rezoning from PL/I to C-2A for Orange Lake Development, LLC. During discussion at this meeting, the PZC members noted concerns with C-3 zoning permitted uses, commercial intensity, and building height. The applicant agreed at the PZC to amend the zoning request from the original C-3 and change the request to the C-2A. The C-2A zoning is a less intense zoning with a maximum building height of 35 feet (not 65 feet of the C-3). The staff report and proposed ordinance have been revised accordingly.

The Development Review Committee (DRC) on November 30, 2022, recommended approval of the change in zoning and forwarded the same to the PZC.

Budget Impact:

There are no budgetary impacts on the City relative to the processing of the rezoning action.

Strategic Impact:

Rezoning requests which address density and intensity changes are consistent with Growth Management Goals. This particular change in zoning is consistent with the City's goals for conservation protection measures and land use regulations.

Recommendation:

City Council to approve the Final Reading of Ordinance No. 2023-02, Orange Lake Development, LLC (Rezone to C-2A).

Attachment(s):

1. Attachment 1 PZC Staff Report Orange Lake Rezoning12-21-22 (ADA) REVISED
2. Attachment 2 Revised Application (C-2A Zoning)
3. Attachment 3 Legal Advertisement Publication Adoption(ADA)
4. Ordinance 2023-02 Orange Lake Dev Zoning (Final).SGS
5. Exhibit A Property Depiction (Map)

Prepared by: Vince Sandersfeld, Planning and Development Director

Reviewed by: Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 1/27/2023

Approved - 1/31/2023

Final Approval - 2/1/2023



CITY OF MOUNT DORA

Planning and Development

510 N. Baker St.

Mount Dora, FL 32757

352-735-7113

plandev@cityofmoundora.com

DATE: December 21, 2022

TO: Planning and Zoning Commission

FROM: Development Review Committee
Vince Sandersfeld, Planning Director

Staff Note: During discussion at this meeting the PZC members noted concerns with C-3 zoning permitted uses, commercial intensity, and building height. The applicant agreed at the PZC to amend the zoning request from the original C-3 and change the request to the C-2A.

THROUGH: Michele Janiszewski, AICP, Senior Planner

RE: Application to Rezone Property from PLI Public Lands and Institutions to C-3 Highway Commercial (Review Type); 2.16 Acres (Site Area); Located on the south side of U.S. Highway 441, west of the Hope City Church; Lingyan Chen (Applicant); Orange Lake Development, LLC (Owner).
Project No. RZ22-04.

SUMMARY OF RECOMMENDATION:

Staff recommends approval of the application to rezone 2.16+/- acres from Public Lands and Institutions (PLI) to Highway Commercial (C-3) and forwards the same to City Council. Approval subject to adoption of the Commercial Future Land Use designation.

REFERENCES/SUPPORT:

Section 3.3. *LDC* – Procedures for rezoning
Section 3.4.8. *LDC* – C-3 Highway Commercial District
FLUM Ordinance No. 2023-01 (in process)

SITE SUMMARY:

Owners	Orange Lake Development, LLC
Applicant	Lingyan Chen
General Location:	Located on the south side of U.S. Highway 441, west of the Hope City Church
Alternate Key Nos.	1477352
Zoning District:	Public Lands and Institutions
Proposed Zoning District:	C-3
Future Land Use Category:	Public Lands and Institutions
Proposed Land Use Category	Commercial
Overlays:	None
Site Area:	2.16 +/- acres
Existing Use:	Vacant Land

SURROUNDING PROPERTY TABLE:

Direction	Jurisdiction	Future Land Use	Zoning District(s)	Existing Use(s)	Comments
North	ROW	NA	NA	Arterial Road	U.S. HWY 441
South	City	PLI	PLI	Church	City Hope Church
East	City	PLI	PLI	Church	City Hope Church
West	City & County	COMM & Urban Low	C-3 & R-1	Undeveloped & Residential	SFDU

DEVELOPMENT STANDARDS MATRIX:

Standard	Public Lands & Institutes	Highway Commercial
Floor Area Ratio (FAR)	0.70	0.35
Maximum Square Footage	65,862	32,931 square feet
Density	None	None
Maximum Dwelling Units	None	None
Impervious Surface Ratio (ISR)	Max. 70%	Max. 65%
Open Space	Not Specified	Not Specified
Building Height	35 feet	65 feet

ANALYSIS:

The property contains 2.16 acres and is undeveloped. The applicant has applied to rezone the property from PLI to C-3 which is being processed simultaneously with a FLUM application. The C-3 uses allowed by right, conditional uses, and prohibited uses are provided in this staff report on pages 4 and 5.

The Applicant does not have specific development plans for the property at this time but indicated they are seeking to construct a strip center with less than 20,000 square feet of gross commercial area. Based on the FAR requirements, the property could be developed with up 32,931 SF of building space. This parcel is adjacent to existing C-3 zoning to the west. The lands adjacent are zoned PLI.

This parcel does touch the at the southwest corner existing Lake County right-of-way listed as Highview Avenue. As past of the site plan review ingress/egress from this roadway would be prohibited as it serves existing County residential lots. This is a similar review imposed on the adjacent Dora Plaza development. Further, a 6ft high wall (brick, block, or stucco) is required adjacent to any residential zoned lands within a 40 feet wide landscaped buffer [Buffer Type “C” of Section 6.6.2(4.c) *LDC*].

The abutting property to the east has an existing entrance to U.S. Highway 441. A cross-access agreement will be required if the development seeks to utilize this entrance. The property has access to Highview Avenue, a forty (40) foot right-of-way platted in Replat of Mountain View Subdivision (Plat Book 9, Page 49). The right-of-way will need to brought up to City standards if seeking to utilize it for access.

The properties to the west of the subject property are platted tracts in the Dora Plaza Plat (Plat Book 73, Page 58) and include a 24' cross access easement. Future development of the site will need to connect to the abutting cross-access easement.

STANDARDS FOR REVIEW:

Pursuant to LDC Section 3.3.4, the City shall consider the following criteria in reviewing applications for a rezoning:

1. **The need and justification for the change:**

The applicant is seeking to make the property's zoning district consistent with the property's proposed land use category. The Applicant has submitted an application to establish a Commercial land use category on the property.

The property was previously owned by the abutting property owner, the Seventh Day Adventist / Hope City Church, but was sold to the current property owner in 2021. The current property owner is seeking to develop the property with commercial uses.

2. **The effect of the change, if any, on the particular property and on surrounding property.**

The assignment of the C-3 zoning district is consistent with the proposed underlying land use for the subject property and the abutting properties to the west. As such, approving the application will continue the pattern of commercial development in the area. The assignment of commercial zoning will provide a commercial node at this location.

3. **The amount of undeveloped land having the same classifications as that requested in the general area and throughout the city.**

The abutting properties to the west are also zoned C-3. The Most C-3 zoned property is developed or in the process of being developed. As such, although there are vacant properties with the same zoning district in the immediate area, this area is intended to be developed with commercial development and the rezoning application will not create a surplus of vacant C-3 zoned property.

4. **The availability and provision of adequate services and facilities:**

Services and facilities are currently available to this property. Further evaluations will be determined at time of site plan/platting depending upon the proposed use(s).

5. **The impact on the natural environment:**

According to the Lake County Interactive Map, there is no indication of floodzone or wetlands on the subject property. Map VI-4: Natural Communities shows area contains Upland Hardwood Forests and Mixed Upland (Coniferous / Hardwood) communities. Map VI-3: Soils shows the area has Type 'A' soils. Further review of potential impacts to the environment and natural communities will be undertaken with the future development application. There are no anticipated, adverse impacts on the natural environment as a result of this rezoning.

6. **Other Criteria as may be applicable:**

Staff did not identify any additional, pertinent information regarding this application.

Section 3.4.8. *C-3 Highway Commercial District.*

1. *Description of district.* This district is established to provide concentrated shopping center-type developments at the intersections of major highways without adversely impacting the safety and traffic circulation efficiency of those highways. Areas suitable for shopping center development are generally along S.R. 19A and along U.S. 441, and along Old U.S. Highway 441 west of Morningside Drive, at major intersections or where secondary service roads are provided. This district is appropriate in areas designated as "commercial" or "industrial" on the future land use map of the comprehensive plan.
2. *Permitted uses:*
 - a. Business establishments with retail sales including: Antiques, arts, bakeries (with baking of products for sale on the premises), bicycles, books, drugs, electrical appliances, florists, gifts, groceries, hardware, jewelry, luggage, music, newsstands, office supplies, paint and wallpaper stores, photographic, plumbing fixtures sales and service, radios and televisions, department stores, restaurants, bars and cocktail lounges and liquor stores.
 - b. Service establishments without products, including: Financial institutions, walk-in theaters and health spas.
 - c. Personal service establishments including: Art studios, barber shops, beauty shops, photographic studios (excluding processing labs), shoe repair, tailoring and watch and clock repair.
 - d. Offices: Administrative, business and professional.
 - e. Motels and hotels.
 - f. Veterinarian Office and Animal Clinic with no outside housing and no outside overnight boarding. In multiple tenant buildings (shopping centers, etc.) building sound proofing shall be required.
 - g. Theaters.
 - h. Parking garages.
 - i. Convenience stores and gas stations.
 - j. Car washes.
 - k. Dry cleaners and laundromats.
 - l. Accessory uses which are normally associated with uses permitted herein when in conjunction with uses properly licensed for operation on the same site
3. *Conditional uses (See section 2.5.1.5):*
 - a. Emergency shelters.
 - b. Treatment and recovery facilities.
 - c. Group housing.
 - d. Adult living facilities.
 - e. Automobile sales, (including no more than three recreational vehicles), motorcycle sales, service stations; however, only minor repairs may be made to vehicles provided such repairs are made within an enclosed building.
 - f. Bus passenger terminals; provided, however, that no vehicle repair on related maintenance operation shall be conducted on the premises.
 - g. Group care facilities.

-
- h. Public and semipublic uses such as: Private schools, churches, hospitals and clinics (including animals), community centers, libraries, museums, nursing and/or convalescent homes, schools (private, business, trade, vocation, public and professional) and public utilities.
 - i. Day care centers, provided the use is located on a single platted lot, is a single building, and is single user.
 - j. Other uses which are similar or compatible to the uses permitted herein and which are not specifically permitted in a more permissive district and which are not prohibited and which promote the intent and purposes of this district. This determination shall be made by the planning and zoning commission.
4. *Prohibited uses:*
- a. All uses not allowed as either a permitted use or a conditional use above are prohibited unless adopted as part of a planned unit development.
 - b. Day care centers located in shopping centers (including multiple unit buildings or sites).
 - c. Medical marijuana dispensaries.
 - d. Non-medical marijuana sales.
 - e. Cannabis farms.

NOTIFICATIONS:

JPA Notice to Lake County: November 8, 2022

JPA Notice to Orange County: November 8, 2022

Courtesy Notice to Lake County School District: November 8, 2022

Non-Legal Notice PZC and Notice to City Council: December 9, 2022

Notice to Surrounding Owners: December 9, 2022

Ordinance Enactment Legal Ad: January 6, 2023

PUBLIC HEARING SCHEDULE:

PZC: December 21, 2022

City Council FLUM Single Reading and Adoption: January 17, 2022

ATTACHMENTS:

Vicinity Map

Future Land Use Composite City-County Map

Zoning Composite City-County Map

Application

Legend



City Limits



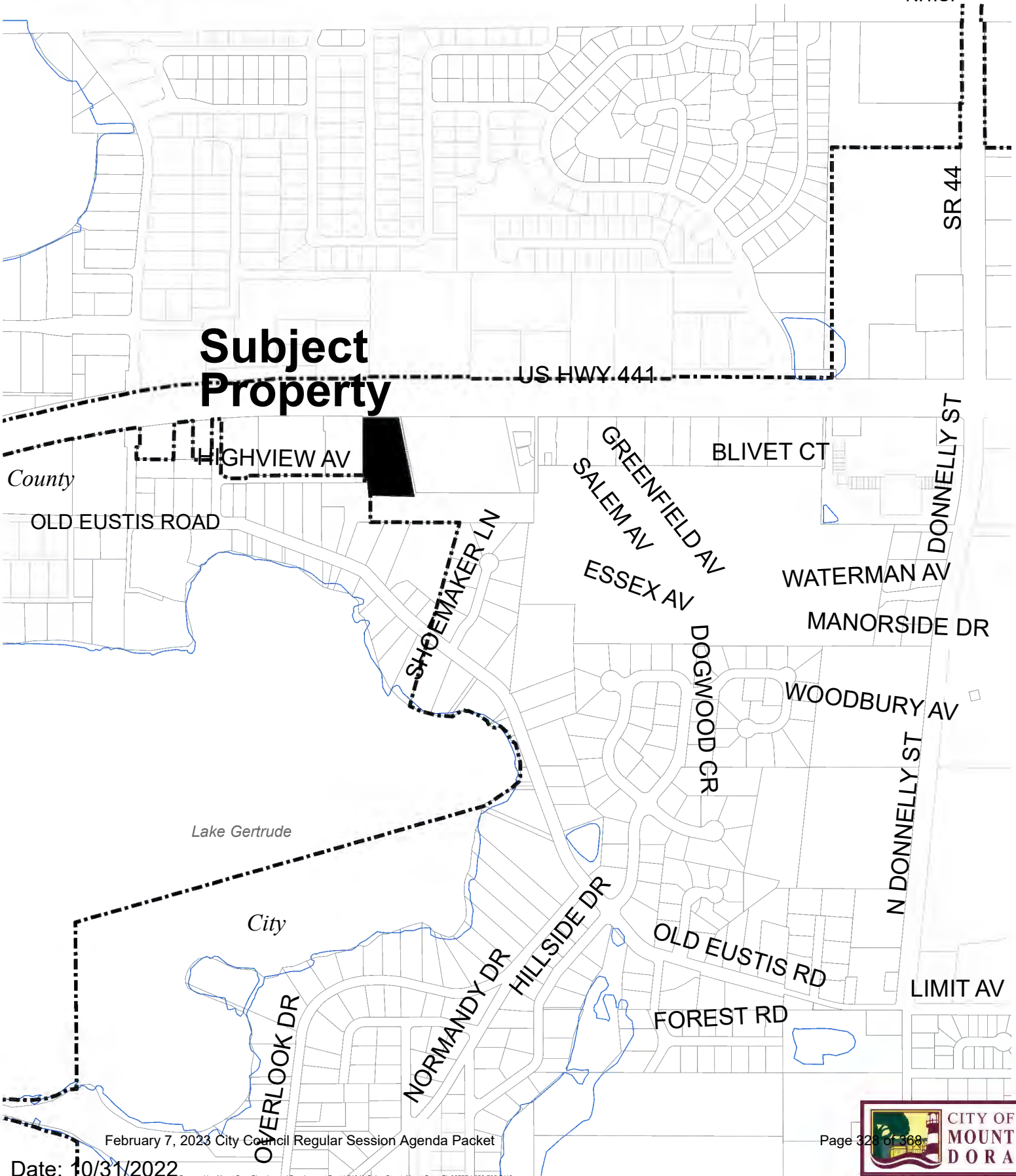
Subject Property

Vicinity Map

N



N.T.S.



**Subject
Property**

US HWY 441

SR 44

County

OLD EUSTIS ROAD

HIGHVIEW AV

GREENFIELD AV
SALEM AV
ESSEX AV

BLIVET CT

DONNELLY ST

WATERMAN AV

MANORSIDE DR

WOODBURY AV

N DONNELLY ST

LIMIT AV

OLD EUSTIS RD

FOREST RD

HILLSIDE DR

NORMANDY DR

City

Lake Gertrude



N.T.S.

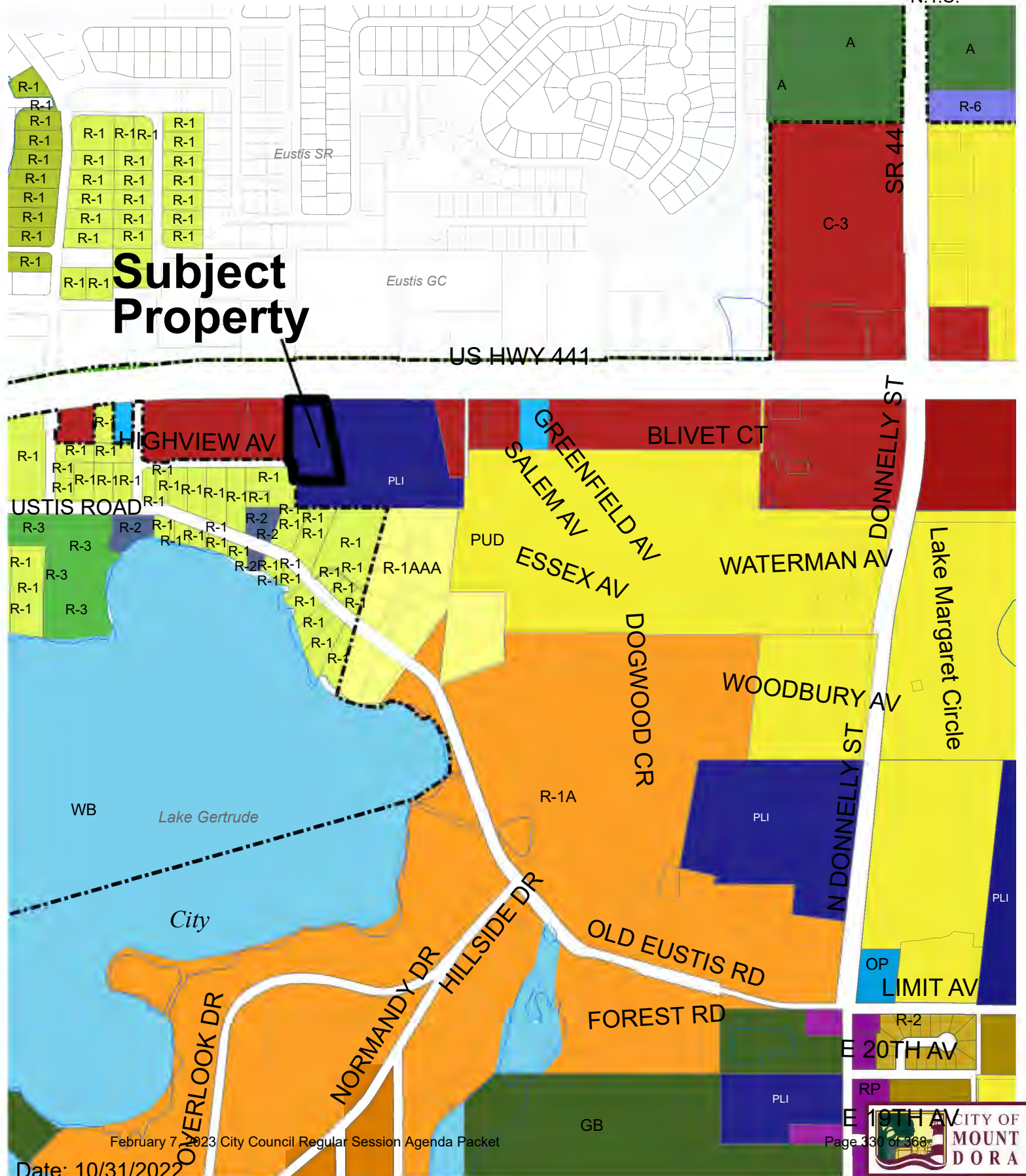
JPA Boundary



Orange Lake Development, LLC Zoning Area Map (Composite City & Lake County)

Legend

- City Limits
- Subject Property
- JPA Boundary



**Subject
Property**



RECEIVED

By scottw at 10:55 am, Oct 27, 2022



**CITY OF
MOUNT
DORA**

Z22-04

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191

E-mail: plandev@cityofmountdora.com

**REZONING
APPLICATION**

Date: 10/18/2022

1. Applicant's Name: Lingyan Chen
Company's Name: Orange Lake Development LLC
Address: 2432 Dahlgren Way
City, State & Zip: Winter Garden FL 34787
Phone: 4074632449 E-mail: orange.lake.florida@gmail.com
2. Owner's Name: Lingyan Chen
Company's Name: Orange Lake Development LLC
Address: 2432 Dahlgren Way
City, State & Zip: Winter Garden FL 34787
Phone: 4074632449 E-mail: orange.lake.florida@gmail.com
3. The property generally located and list adjacent streets: Property ID # 19-19-27-0406
-00B-00001
Alternate key 1477352
4. The address(s) of the property: US Hwy 441, Mount Dora, FL 32757
5. Size of property in Acres: 2.11 Square Feet: 91751
6. Current Zoning District: Vacant institutional Non-Church (7000) **PLI**
7. Requested Zoning District: C-3
8. Future Land Use Category: Current **PLI**, apply for **C3 PLI**
9. Present use and structures on the property (list number of residential dwelling units):
Vacant lots

10. Building Size (Existing): 0

11. Proposed use of property: strip center and office mix

12. State the reason for this request, per Section 3.3 of the City's land Development Code (attached additional sheets and support data):

PLI change to C-3, build strip center under
20,000 SF.

13. Is the proposed use permissible in the requested district? Yes

14. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North				
South				
East				
West				

(districts/categories may be abbreviated)

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Lingyan Chen, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.

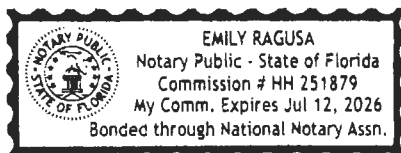

Signature of Applicant

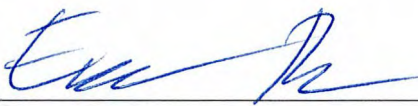
Lingyan Chen
Print or Type Name

STATE OF FLORIDA
COUNTY OF LAKE
CITY OF MOUNT DORA

The foregoing instrument was acknowledged before me this 27th day of October 20 22 by Lingyan Chen who is personally known to me or who has produced FLDL as identification and who did _____ or did not X take an oath.

SEAL:




Notary Public

Emily Ragusa
Print or Type Name



**CITY OF
MOUNT
DORA**

**Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112**

E-mail: plandev@cityofmoundora.com

AGENT AUTHORIZATION

I/we, (Property owner name(s)) Lingyan Chen, as the owner(s)
of the real property described as follows,
AK # 1477352 (Address, Parcel ID or
Alternate Key Number of subject property), do hereby authorize myself
to act as my/our Agent, to execute any petitions/applications or other documents necessary to
affect the request for a Rezoning to C3, and to appear on
my/our behalf before any administrative, legislative or quasi-judicial body in the City pertaining
to the application described above and to act in all respects as my/our Agent in matters pertaining
to the application and City process. I hereby certify that I am the owner of the property described
herein, which property is within the regulation of the City of Mount Dora, and that I freely adopt
this plan of division.

Lingyan Chen
Printed Name of Property Owner

[Signature]
Signature of Property Owner

10/27/22
Date

Printed Name of Property Owner

Signature of Property Owner

Date

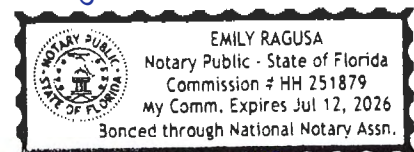
State of Florida

County of Lake

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 27 day of October, 2022, by Lingyan Chen

Personally known OR Produced Identification

Type of Identification Produced: FL DL



[Signature]
Notary Signature

Note: All applications shall be signed by the Owner(s) of the property, or the Agent as duly
authorized herein by the Owner(s).



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
ORANGE LAKE DEVELOPMENT, LLC.

Filing Information

Document Number L17000090578
FEI/EIN Number N/A
Date Filed 04/24/2017
State FL
Status ACTIVE

Principal Address

2432 DAHLGREN WAY
WINTER GARDEN, FL 34787

Mailing Address

2432 DAHLGREN WAY
WINTER GARDEN, FL 34787

Registered Agent Name & Address

CHEN, LINGYAN
2432 DAHLGREN WAY
WINTER GARDEN, FL 34787

Authorized Person(s) Detail

Name & Address

Title MGR

CHEN, LINGYAN
2432 DAHLGREN WAY
WINTER PARK, FL 34787

Annual Reports

Report Year	Filed Date
2020	04/12/2020
2021	02/24/2021
2022	04/01/2022

Document Images

04/01/2022 - ANNUAL REPORT
February 7, 2023 City Council Regular Session Agenda Packet

[View image in PDF format](#)

02/24/2021 -- ANNUAL REPORT	View image in PDF format
04/12/2020 -- ANNUAL REPORT	View image in PDF format
04/01/2019 -- ANNUAL REPORT	View image in PDF format
06/30/2018 -- ANNUAL REPORT	View image in PDF format
04/24/2017 -- Florida Limited Liability	View image in PDF format

PROPERTY RECORD CARD

General Information

Name:	ORANGE LAKE DEVELOPMENT LLC	Alternate Key:	1477352
Mailing Address:	2432 DAHLGREN WAY WINTER GARDEN, FL 34787 Update Mailing Address	Parcel Number: ⓘ	19-19-27-0406-00B-00001
		Millage Group and City:	00MD Mount Dora
		2022 Total Certified Millage Rate:	18.8051
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	US HWY 441 MOUNT DORA FL, 32757	Property Name:	-- Submit Property Name ⓘ School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	MOUNT DORA, MOUNTAIN VIEW REPLAT OF BLKS A-B & D SUB BEG 48.5 FT E OF W LINE OF BLK B ON S LINE OF HWY, RUN W 68.5 FT, S 336.33 FT, E 40 FT, S TO A PT 140.93 FT N OF S LINE OF NW 1/4, S 89-51-42 E 229.91 FT, N 09-26-56 W 421.91 FT TO S LINE OF HWY 441, W 132 FT TO POB PB 9 PG 49 ORB 5679 PG 849		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		91751.000	Square Feet	\$0.00	\$555,094.00

[Click here for Zoning Info](#) ⓘ

[FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5679 / 849	03/2021	Warranty Deed	Qualified	Vacant	\$650,000.00
1804 / 1538	03/2000	Warranty Deed	Unqualified	Vacant	\$240,000.00
1015 / 1107	06/1989	Warranty Deed	Unqualified	Vacant	\$167,000.00
1010 / 1385	04/1989	Quit Claim Deed	Unqualified	Vacant	\$1.00
1010 / 1384	04/1989	Quit Claim Deed	Unqualified	Vacant	\$1.00
1010 / 1383	04/1989	Quit Claim Deed	Unqualified	Vacant	\$1.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ
February 7, 2023 City Council Regular Session Agenda Packet

Values and Estimated Ad Valorem Taxes

Values shown below are 2022 CERTIFIED VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$555,094	\$555,094	\$555,094	5.0364	\$2,795.68
SCHOOL BOARD STATE	\$555,094	\$555,094	\$555,094	3.2500	\$1,804.06
SCHOOL BOARD LOCAL	\$555,094	\$555,094	\$555,094	2.9980	\$1,664.17
LAKE COUNTY WATER AUTHORITY	\$555,094	\$555,094	\$555,094	0.3083	\$171.14
NORTH LAKE HOSPITAL DIST	\$555,094	\$555,094	\$555,094	0.5000	\$277.55
ST JOHNS RIVER FL WATER MGMT DIST	\$555,094	\$555,094	\$555,094	0.1974	\$109.58
CITY OF MOUNT DORA	\$555,094	\$555,094	\$555,094	5.9603	\$3,308.53
LAKE COUNTY MSTU AMBULANCE	\$555,094	\$555,094	\$555,094	0.4629	\$256.95
LAKE COUNTY VOTED DEBT SERVICE	\$555,094	\$555,094	\$555,094	0.0918	\$50.96
				Total: 18.8051	Total: \$10,438.62

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on March 21, 2022.

Site Notice

This instrument prepared by:
Frank McMillan, Attorney at Law
351 South State Road 434
Altamonte Springs, FL 32714

Parcel No. ID 191927040600B00001



SPECIAL WARRANTY DEED

THIS INDENTURE, made as of this 31st day of March, 2021, between

FLORIDA CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS, a Florida non-profit corporation with offices at: 351 South State Road 434, Altamonte Springs, FL 32714, hereinafter referred to as **GRANTOR**,
and **ORANGE LAKE DEVELOPMENT, LLC** whose address is 2432 Dahlgren Way, Winter Garden, FL 34787, hereinafter referred to as **GRANTEE**:

(Wherever 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 and partnerships.)

WITNESSETH: That the Grantor, for and in consideration of the sum of -----TEN and no/100 (\$10.00) -----DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land, situate, lying and being in Lake County, Florida, to wit:

Lands as described on Exhibit A attached hereto and made a part hereof

THIS CONVEYANCE IS MADE SUBJECT TO: Covenants, restrictions and easements of record, if any; however this reference shall not operate to reimpose the same; and further subject to taxes accruing subsequent to December 31, 2020, and deed restrictions as contained hereafter;

and Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever, claiming by, through or under the Grantor.

Grantor further acknowledges that this conveyance is not a conveyance of all or substantially all of the corporate assets of the Grantor; that the corporation is currently in existence; and that the officers signing on behalf of the corporation are authorized to execute this deed on behalf of and to bind the Corporation. (Resolution attached)

Special Warranty Deed
 Florida Conference Association of Seventh-day Adventists to
 Orange Lake Development, LLC
 Page 2

This conveyance is subject to the following additional restrictions. The subject property shall not be used directly or indirectly for any of the following purposes:

- A. Any adult book store, theater or other "adult" entertainment facility, package store, bar, nightclub or similar facility; provided, however, that such restriction shall not prohibit a restaurant deriving 51% or more of its gross revenue from food and non-alcoholic beverages.
- B. Any purpose that would create objectionable noise, smoke, odor, dust, noxious gases, glare, heat, vibration, or industrial wastes or any other activity dangerous to public health or safety.
- C. Any purpose that would create noise so as to be heard beyond the limits of the property.

These restrictions shall be in perpetuity and run with the land for such time as the property immediately adjacent to the east is owned by and used by Florida Conference Association of Seventh-day Adventists, a Florida non-profit corporation, and any subsequent purchaser or assignee which uses the adjacent property for church, religious or educational purposes. These restrictions may be enforced by injunctive relief and damages.

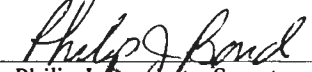
IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

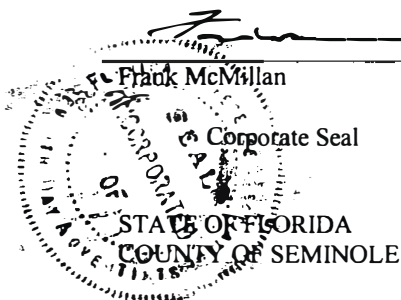
Signed, sealed and delivered
 in the presence of:


 Print Name: William Cochran

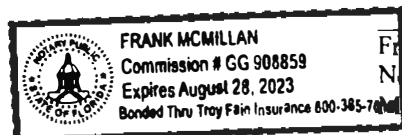
Florida Conference Association of
 Seventh-day Adventists,
 a Florida corporation

By: 
 Deann M. Hawley
 Its Vice President

Attest: 
 Philip J. Bond, Its Secretary
 351 South State Road 434
 Altamonte Springs, FL 32714



The foregoing instrument was acknowledged before me this 30th day of March, 2021 by means of physical presence of Deann M. Hawley and Philip J. Bond as Vice President and Secretary, respectively, of Florida Conference Association of Seventh-day Adventists, on behalf of the corporation. They are personally known to me.




 Frank McMillan
 Notary Public/
 Commission Expires: 08/28/2023

EXHIBIT A

FLORIDA CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS TO
ORANGE LAKE DEVELOPMENT, LLC

That part of Mountain View Subdivision, according to the plat thereof recorded in Plat Book 9, Page 49, Public Records of Lake County, Florida, and that part of the Northwest 1/4 of Section 19, Township 19 South, Range 27 East, Lake County, Florida, bounded and described as follows: Begin 48.50 feet East of the West line of Block "B" of said Mountain View Subdivision, said Point being on the South Right-Of-Way line of Highway No. 441, and run South 89°57'40" West along said South Right-Of-Way line of Highway No. 441 a distance of 68.50 feet to a concrete monument labeled L.B. 707; thence South 00°02'30" East, 336.33 feet to a concrete monument labeled L. B. 707; thence South 89°51'15" East, 40.00 feet to a concrete monument labeled L.B. 707; thence South 00°02'30" East, 79.07 feet to an iron pin labeled L.B. 707 and a Point hereby designated as Point "A"; return to the Point of Beginning and run North 89°57'40" East along said South Right-Of-Way line of Highway No. 441 a distance of 132.00 feet to a concrete monument labeled L.B. 707; thence South 09°26'56" East, 421.91 feet to an iron pin labeled L.B. 707; thence North 89°51'42" West, 229.34 feet to the aforementioned Point "A".

BEING THE SAME LANDS AS DESCRIBED IN OR BOOK 1804, PAGE 1538, OF PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS MORE PARTICULARLY SET FORTH IN A SEPARATE EASEMENT AGREEMENT EXECUTED BY THE PARTIES THIS DATE OVER THE FOLLOWING DESCRIBED LANDS:

THAT PART OF MOUNTAIN VIEW SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 49, PUBLIC RECORDS OF LAKE COUNTY, SITUATED IN SECTION 19, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND CONCRETE MONUMENT LABELED LB 707 BEING ON THE SOUTH RIGHT-OF- WAY LINE OF HIGHWAY NO. 441, AT THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 834 PAGE 1406 AS WELL AS THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 1565, PAGE 0991 OF SAID PUBLIC RECORDS; THENCE S89°56'46"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 40.55 FEET; THENCE S09°21'17"E PARALLEL WITH THE WEST LINE OF SAID LANDS DESCRIBED IN OR 834 PG 1406 A DISTANCE OF 101.37 FEET TO A POINT OF INTERSECTION WITH A LINE THAT MEASURES 100.00 FEET SOUTH, AS MEASURED AT RIGHT ANGLES TO SAID SOUTH RIGHT OF WAY LINE; THENCE N89°56'46"W PARALLEL WITH SAID RIGHT OF WAY LINE A DISTANCE OF 40.55 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID LANDS DESCRIBED IN OR 834 PG 1406; THENCE N09°21'17"W PARALLEL ALONG SAID WEST LINE A DISTANCE OF 101.37 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

FRANK MCMILLAN, LAW OFC OF
351 S STATE ROAD 434
SUITE 101
ALTAMONTE SPRINGS FL 32714

CERTIFICATE OF RESOLUTION

I, Philip J. Bond as Secretary of Florida Conference Association of Seventh-day Adventists, a Florida corporation not for profit, do hereby certify that the following is a true and correct copy of a Resolution adopted by the Board of Trustees of said corporation at a duly called meeting held on March 8, 2021:

"Upon motion duly made and seconded, VOTED to approve the sale of the property generally referred to as a portion of the Mt. Dora Church Property and described as:

Lands lying in Lake County, Florida, more particularly described on Exhibit A attached hereto

to a Buyer and at a price to be approved by Deann M. Hawley, Vice President, subject to costs and other matters as set forth in a commercially reasonable Contract for Sale, and that Elisa T. Rahming or Deann M. Hawley as Vice President and Philip J. Bond as Secretary or Andrew Elliot as Assistant Secretary of the corporation are authorized to execute a Deed of Conveyance, and any one officer is authorized to execute such other documents as may be required to close this transaction."

I do further certify that (a) all provisions in the articles of incorporation and bylaws pertaining to the conveyance of real property have been met; and (b) that the subject property does not constitute all or substantially all of the assets of Florida Conference Association of Seventh-day Adventists, a Florida corporation not for profit; and (c) that the membership of the corporation is not required to approve such sale and that no consent from any national or regional church body is required to consummate this transaction.

In Witness Whereof, I have set my hand and affixed the corporate seal this 30th day of March,

2021

(Corporate Seal)


Philip J. Bond
Secretary

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing Certificate of Resolution was acknowledged before me this 30th day of March 2021 by Philip J. Bond as Secretary of the Florida Conference Association of Seventh-day Adventists, a corporation not for profit, who is personally known to me.




Notary Public

fcareolution.mtdora.03282021

EXHIBIT A

FLORIDA CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS TO
ORANGE LAKE DEVELOPMENT, LLC

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DORA PLAZA

SHEET 1 OF 3

A REPLAT OF A PORTION OF THE REPLAT OF BLOCKS A-B & D OF MOUNTAIN VIEW SUBDIVISION PLAT BOOK 9, PAGE 49
AND LOTS 50, 50 1/2, 51 AND A PORTION OF 51 1/2 OF PLAT OF EL BONITO PLAT BOOK 5, PAGE 46

SECTION 24, TOWNSHIP 12 SOUTH, RANGE 24 EAST
CITY OF MOUNT DORA, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION

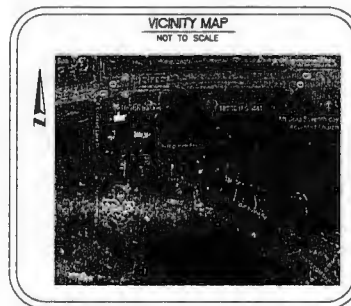
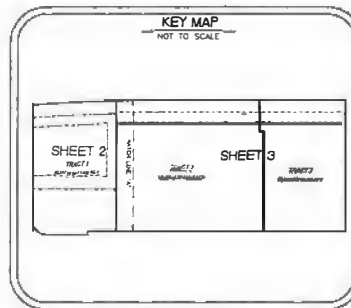
PARCEL NO. 1

ALL OF BLOCK A ACCORDING TO THE REPLAT OF BLOCKS A-B & D OF MOUNTAIN VIEW SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 49, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, TOGETHER WITH THAT PART OF THE RIGHT-OF-WAY OF PALMER AVENUE, NOW VACATED, LYING WITHIN SAID BLOCK A, AND THAT PART OF THE WEST 1/2 OF THE RIGHT-OF-WAY OF LAKE DRIVE, NOW VACATED, LYING EAST OF AND ADJACENT TO SAID BLOCK A, LESS AND EXCEPT ALL THAT PART OF SAID LAND LYING NORTH OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 500.

PARCEL NO. 2

LOTS 50, 50 1/2, 51 AND 51 1/2, IN EL BONITO, A SUBDIVISION IN LAKE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 46, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THAT PART THEREOF LYING NORTH OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 500.

CONTAINING 236,215.52 SQUARE FEET, OR 5.422 ACRES MORE OR LESS.



SURVEYOR'S NOTES

- Bearings shown are based on the Northerly right of way line of Highway Avenue being an assumed bearing of N 89°48'19" W for angular designation only.
- A Direct Global Positioning (GPS) Observation was made, in accordance with Third Order, Class II requirements, as set forth in Standards and Specifications for Geodetic Control Networks Federal Geodetic Control Committee, September 1984.
- The area shown in this Plat is in Zone X, area outside 100 year flooding according to the Community Flood Rate Map Community Panel Numbers 12069C0358E and 12069C0359E, dated 12/18/2012. This Surveyor can not substantiate to the accuracy of these Flood Maps and the local Flood Plain Official should be contacted to verify their accuracy.
- State Plane Coordinates of Permanent Reference Monuments: (Mean Scale Factor: 0.9999979; Bearings shown hereon have been adjusted accordingly)

Point	Y (Northing)	X (Easting)
D1	1632772.376	446792.280
D2	1632456.336	446792.999
- Utility and drainage easements to be provided to the City with each Parcel site plan approval process.

SHEET INDEX

SHEET 1 of 2 - Legal Description, Dedication, Surveyors

Notes
SHEET 2 of 2 - Boundary Information, Geometry

SHEET 3 of 3 - Boundary information, Geometry and Legend

LEGEND

- PRM - Permanent Reference Monument
- Set 4" X 4" Concrete Monument & Cop LB #8086 (Unless Otherwise Noted)
- PCP - Permanent Control Point
- Sat 1/2" Iron Rod & Cop LB #8086 (Unless Otherwise Noted)
- P.S.M. Professional Surveyor and Mapper
- L.B. Licensed Business
- R. Radius
- L. Length
- Δ Delta
- CH Chord Direction
- C. Chord
- PRM Permanent Reference Monument
- PCP Permanent Control Point
- P. Point of Intersection
- PC Point of Curvature
- PT Point of Tangency
- P.B. Plat Book
- PG. Page
- (C) As Calculated
- (M) As Measured
- (P) Per Plat
- F.D.O.T. Florida Department of Transportation
- S.F. Square Feet

PLAT BOOK 73 PAGE 56

DORA PLAZA

DEDICATION

STATE OF FLORIDA
COUNTY OF LAKE
DORA PLAZA INVESTMENTS, LLC, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates the 24-foot Gross Access Easement and the 30-foot Gross Access Easement, as designated herein, for use by the traveling public.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and acknowledged by its undersigned thereunto duly authorized on this 11th day of August, 2020.

A. Luthra
A. Luthra, Manager
A & V Investment Group, LLC

H. Karmahandani
H. Karmahandani, Manager
Sol 441 LLC

The foregoing instrument was acknowledged by means of a personal presence or online notarization this 11th day of August, 2020, by *A. Luthra* and *H. Karmahandani* before me, a Notary Public, State of Florida.

My commission expires 8/13/2024

CERTIFICATE OF APPROVAL BY PLANNING AND ZONING COMMISSION
The plat is hereby approved by the Lake County Planning Department on 8/11/2020.

QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER
KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed and registered land surveyor, does hereby certify that this plat was prepared under my direction and supervision and that this plat complies with all the survey requirements of Chapter 177, Florida Statutes, and that said land is located in the City of Mount Dora, Lake County, Florida.

Deep South Surveying
Date 7/31/20

Deep South Surveying
Certification Number LB 8086

CERTIFICATE OF REVIEW BY THE CITY SURVEYOR
I HEREBY CERTIFY that this plat has been reviewed for the conformity to the requirements of Chapter 177, Part I of Florida Statutes. No confirmation of mathematical closure or line placement of PRM's and PCP's in the field was made in this review.

R. L. Roberts
Date 8/11/2020
R. L. Roberts R.L.S.
Florida Registration Number 3144
State of Florida
CPN, Inc. LB87143

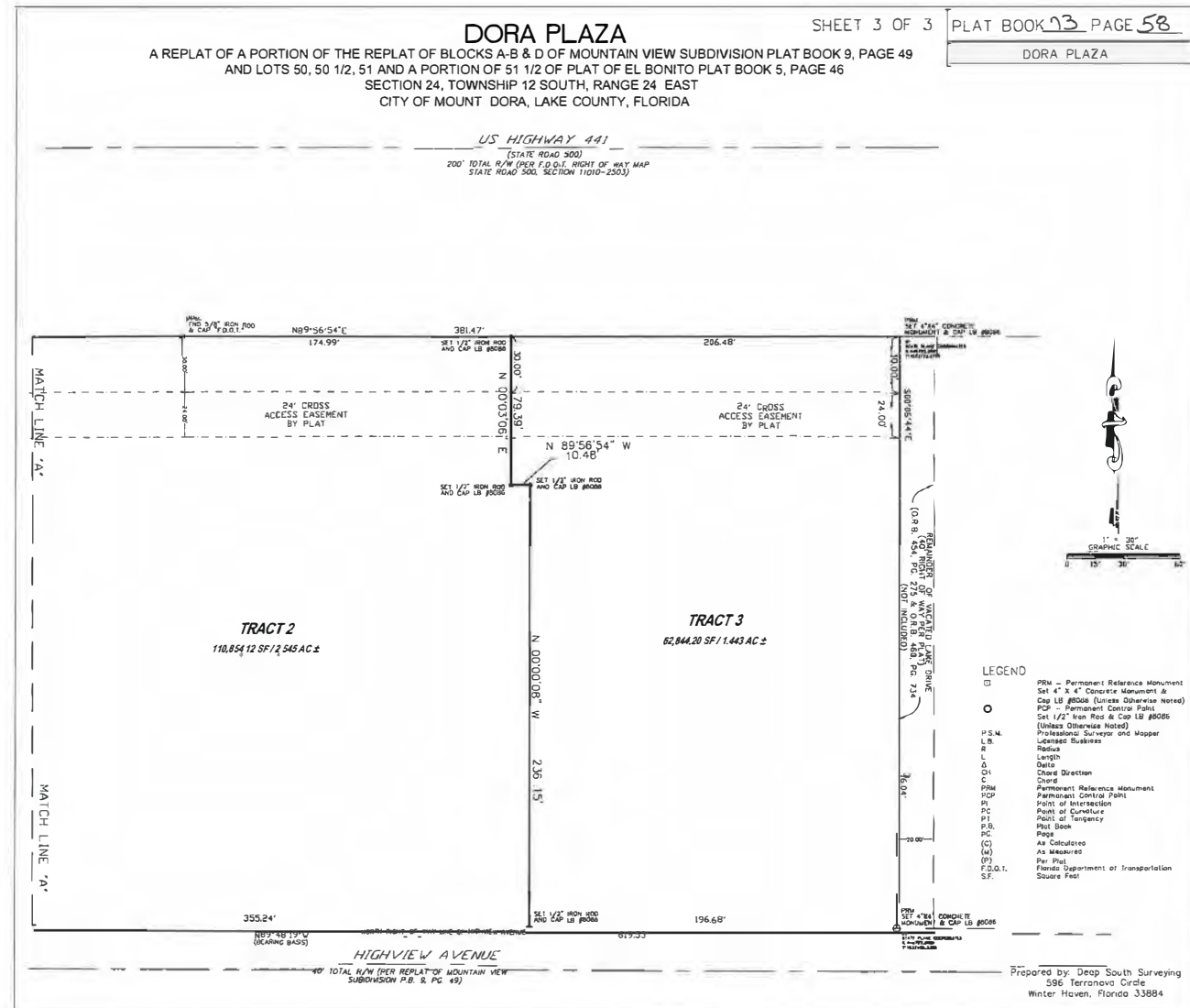
CERTIFICATE OF APPROVAL OF MUNICIPALITY
THIS IS TO CERTIFY, that this plat was presented to the City of Mount Dora, Lake County, Florida and approved by the City of Mount Dora for record on the 22nd day of August, 2020, provided this plat is recorded in the office of the Clerk of the Circuit Court, of Lake County, Florida within ten days from the date of approval by the City of Mount Dora, Florida.

Carol Ann Roberts
Date 8-11-2020
Carol Ann Roberts
Mayor

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEEP SOUTH
SURVEYING

596 Tatanova Circle
Winter Haven, Florida 33884
863.797.3366
www.deepsouthsurveying.com
Certificate of Authentication LB8086



State of Florida } s.s.
County of Lake

We the undersigned owners of the real estate situate and included in this plat do hereby authorize the same to be recorded in the public records of LAKE COUNTY, FLORIDA and do hereby dedicate to the public the streets, avenues, roads and drives therein shown, and do hereby warrant that we are the owners of the entirety of the above described land and situate in said plat with full authority to authorize the record of the plat thereof and to execute this dedication.

Witness our hands and seals this 3 day of

Witness our hands and seals this 3 day of

Signed, sealed and delivered
in the presence of:

Q E Thomas

State of Florida } s.s
County of Lake }

I hereby certify that on this 3 day of May, A.D. 1926, before me an officer duly authorized to administer oaths and take acknowledgments personally appeared William J. Ritchie and Bernice C. Ritchie to me well known, and known to me to be the persons described in and who authorized the drawing of this plot and survey and acknowledged that the same was drawn for the purposes stated above, and the said Bernice C. Ritchie known to me to be the wife of William J. Ritchie did acknowledge on a separate and private examination taken and made by and before me, separately and apart from her said husband, that she joined in the offering and filing of the said record for the purposes of relinquishing, renouncing and conveying all her right and title either dower or separate property, statutory or equitable in and to the lands described therein, and that she executed said dedication freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal this day and year aforesaid.

D. C. C.

Witness my hand and official seal this day and
aforesaid.

Carol Averil
Notary Public

My commission expires Oct. 8, 1928 ^{Notary Public}

REPLAT OF BLOCKS A-B&D OF
MOUNTAIN VIEW SUB'N
LAKE COUNTY - FLORIDA

BEING A SUBDIVISION OF THE FOLLOWING: I hereby certify that the above is a true and correct plat of a survey and that permanent reference described land - BEGIN ALCHAINS EAST monuments have been placed.

OF THE WEST $\frac{1}{4}$ SEC. COR. SEC. 19, T.19S. R.27E.
R.1N NORTH 660 FEET, EAST 1515 FEET.
SOUTH 460 FEET, WEST 875 FEET, SOUTH
200 FEET, WEST 88 FEET, S.23°35'W. 195 FEET,
N. 69°30'W. ALONG HIGHWAY, 515.0', WEST
30 FEET TO POINT OF BEGINNING.

— *Emory J. Mc...*
Registered Engineer #433.

CERTIFICATE

I hereby certify that the above is a true and
correct plat of a survey and that permanent reference
monuments have been placed.



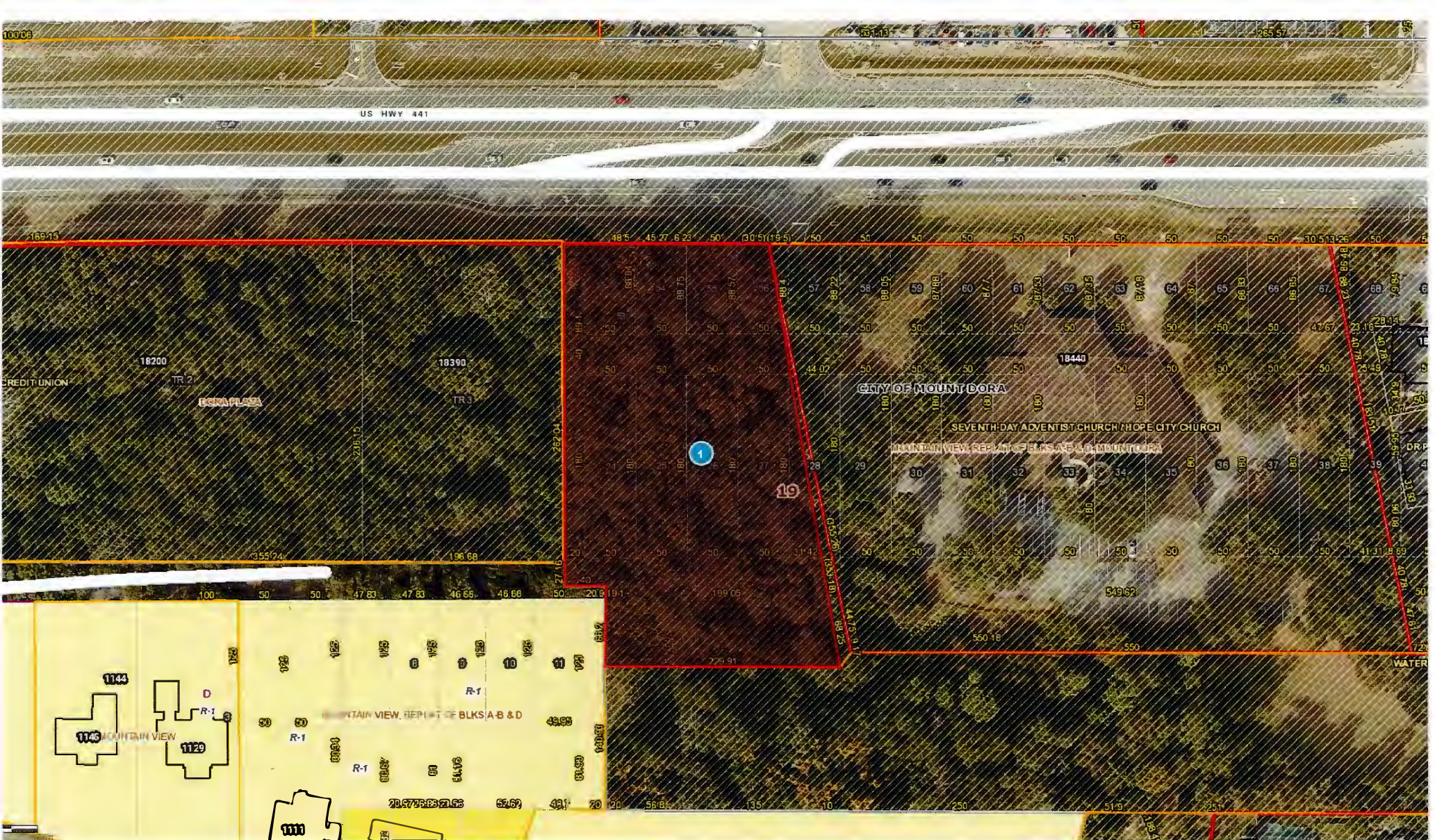
Registered Engineer #133

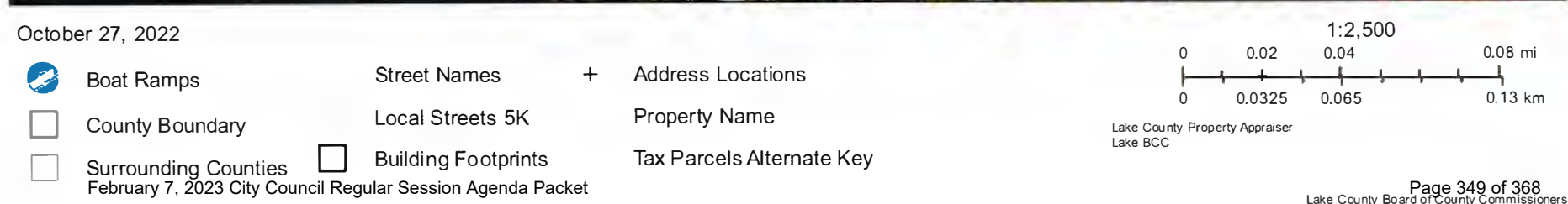
This is to certify that this plot was presented to the Board of County Commissioners, LAKE COUNTY, FLORIDA, and approved by them for record on the 1 day of June, A.D. 1926.

Attest _____ Clerk.

CLOSE, FREEMAN & DURRELL
TAVARES. FLORIDA. ENGINEERS.

Scale: One Inch = 100 feet. April 1926.





[illegible][illegible]

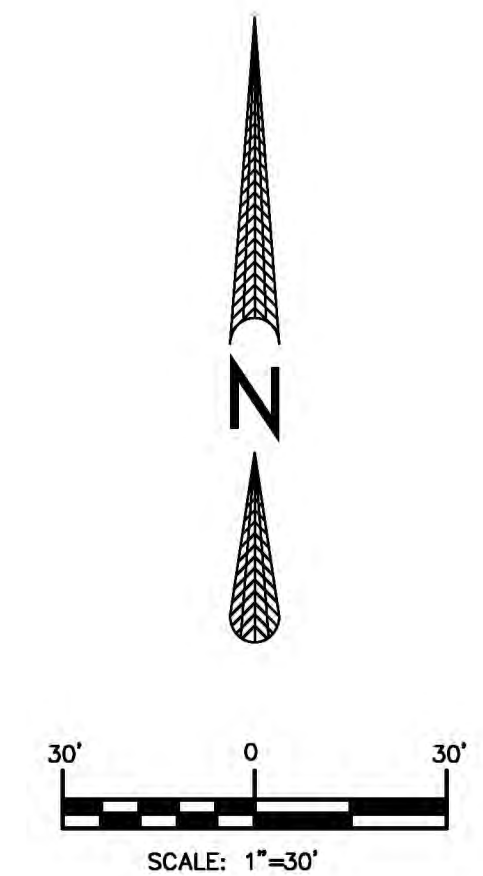
PREPARED FOR:

SELENA CHEN
ORANGE LAKE DEVELOPMENT LLC
BO PENG REALTY

ELLIS SURVEYS LLC
Land and Surveying & Planning
P.O. Box 160952
Altamonte Springs, FL 32716
Florida Licensed Business LB-7970
P. 407-834-4003 F. 407-869-5454
www.ellisurveys.com



PROJECT NO: 21-848
SCALE: 1"= 30'
DRAWN BY: RAE
CHECKED BY: CEJE
DATE DRAWN 02/15/21
FIELD BOOK/PAGE: FILE



That part of Mountain View Subdivision, according to the plat thereof recorded in Plat Book 9, Page 49, Public Records of Lake County, Florida, and that part of the Northwest $\frac{1}{4}$ of Section 19, Township 19 South, Range 27 East, Lake County, Florida, bounded and described as follows: Begin 48.50 feet East of the West line of Block "B" of said Mountain View Subdivision, said Point being on the South Right-Of- Way line of Highway No. 441, and run South 89°57'40" West along said South Right-Of- Way line of Highway No. 441 a distance of 68.50 feet to a concrete monument labeled L.B. 707; thence South 00°02'30" East, 336.33 feet to a concrete monument labeled L. B. 707; thence South 89°51'15" East, 40.00 feet to a concrete monument labeled L.B. 707; thence South 00°02'30" East, 79.07 feet to an iron pin labeled L.B. 707 and a Point hereby designated as Point "A"; return to the Point of Beginning and run North 89°57'40" East along said South Right-Of- Way line of Highway No. 441 a distance of 132.00 feet to a concrete monument labeled L.B. 707; thence South 09°26'56" East, 421.91 feet to an iron pin labeled L.B. 707; thence North 89°51'42" West, 229.34 feet to the aforementioned Point "A".

A	▲ SET NAIL AND DISC (LB9790)	HR	= HANDICAP RAMP
B	SET 5/8" IRON ROD/CAP (LB9790) (SRC)	DR	= DOWN RAMP
C	SET 4"x4 CONCRETE MONUMENT (LB9790)	NON-SND	= SOUND INDICATORS (NSI)
D	▲ FOUND NAIL AND DISC (FND)	⊙	= BENCHMARK
E	FOUND 5/8" IRON ROD & CAP (FIRC) FIRC	⊙	= UTILITY SUBSTANT
F	FOUND 4"x4" CONCRETE MONUMENT (FCM)	⊙	= FIBER OPTIC CABLE MARKER
G	FOUND 1" IRON PIPE (FIP)	FDC	= FIRE DEPARTMENT CONNECTION
H	FOUND DRILL & X-CUT	⊙	= BACK FLOW PREVENTER ASSEMBLY
I	SET DRILL & X-CUT	⊙	= CABLE RISER
J	BACK OF CURB	⊙	= CLEAN OUT
BOW	BACK OF WALK	⊙	= TRUNCATED LINES
C	▲ CALCULATED	⊙	= STORM DRAINAGE MANHOLE
D	▲ CENTRAL ANGLE	⊙	= ELECTRIC BOX
E	▲ CHORD LENGTH	⊙	= FIRE ASSEMBLY (FHA)
CBW	CONCRETE BLOCK WALL	⊙	= FIRE HYDRANT
CONST	CONSTRUCTION	⊙	= GATE VALVE
C/C	CENTRELINE OF RIGHT-OF-WAY	⊙	= GUY WIRE
CONC	CONCRETE	⊙	= IRRIGATION VALVE
DB	DEED ELEVATION	⊙	= CONCRETE LIGHT POLE
DUT	DRAINAGE & UTILITY EASEMENT	⊙	= LIGHT POLE
E	EL ELEVATION	⊙	= OVERHEAD UTILITY LINE
EDP	EAVE OF PAVEMENT	⊙	= PRESSURE RELEASE VALVE
EE	EXISTING	⊙	= SANITARY SEWER MANHOLE
FF	FINISH FLOOR ELEVATION	⊙	= SEWER
FDC	FIRE OPTICS CABLE (UNDERGROUND)	⊙	= STORM CATCH BASIN
G	IDENTIFICATION	⊙	= MITERED END SECTION
L	▲ ARC LENGTH	⊙	= TELEPHONE RISER
LS	LICENSED BUSINESS	⊙	= TRANSFORMER
LS	LIFT STATION	⊙	= TRANSFER SIGNAL POLE(TSP)
M	MEASURED	⊙	= TEST BORE
MS	MITERED END SECTION	⊙	= WATER METER
NAVD	NORTH AMERICAN VERTICAL DATUM (1988)	⊙	= WATER SERVICE
NO	NATIONAL GEODETIC REFERENCE DATUM (1929)	⊙	= WELL
NO	NAIL AND DISC	⊙	= WOOD POWER POLE
NR	NATIONAL RECORDS	⊙	= POWER POLE
PG	PILOT BOOK	⊙	= CONCRETE POWER POLE
P.H.C.	HARD CASE NAIL	⊙	= YARD LIGHT RAMP = HANDICAP RAMP
PC	POINT OF CURVATURE	⊙	= CONCRETE
PO	POINT OF TANGENCY	⊙	= YARD DRAIN
POB	POINT OF BEGINNING	⊙	= REDUCER
POC	POINT OF COMMENCEMENT	⊙	= SPOT ELEVATION
PVC	POLYVINYL CHLORIDE	⊙	= BELL RESTRAINER
PRM	PERMANENT REFERENCE MONUMENT		
R	RADIUS		
(R)	RECORD		
R/C	RIGHT-OF-WAY		
RCF	REINFORCED CONCRETE PIPE		
R/S	REINFORCED SHOULDER		
(TYP)	TYPICAL		
TOB	TOP OF BANK		
TOE	TOE OF SLOPE		
TOP	TOP OF PIPE		
WF	WOOD FENCE		
FWM	FIRE WATER MAIN		
WM	WATER MAIN		
WL	WATER LINE		
FWL	FIRE WATER LINE		
FW	FORCE MAIN (SANITARY)		

1. PREPARED AS A BOUNDARY SURVEY SURVEY. DATE OF LAST FIELDWORK: 02/04/21.
2. MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES AND WAS PREPARED WITH BENEFIT OF ABSTRACT OF TITLE BY REPUBLIC NATIONAL TITLE INSURANCE COMPANY DATED JANUARY 4, 2021 AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. PARCEL MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD. (RECORDED, UNRECORDED, WRITTEN AND UNWRITTEN).
4. IMPROVEMENTS OTHER THAN THOSE SHOWN NOT LOCATED.
5. MAP BASED ON DESCRIPTION PROVIDED BY THE CLIENT.
6. THIS SURVEY WAS NOT INTENDED TO DELINEATE OR DEFINE ANY WETLANDS, ENVIRONMENTAL, SENSITIVE, HEALDOLFE, HABITATS OR JURISDICTION. LINES OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.
7. PARCEL LIES IN FLOOD ZONE "X", A NON-FLOOD HAZARD AREA AS SHOWN ON FEDERAL INSURANCE RATE MAP COMMUNITY PANEL 12069C0359E, DATED 12/18/12.
8. ALL BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT OF WAY OF SR 500 AS BEARING S89°56'46"E AS PER PLAT.
9. SOME TOPOGRAPHIC FEATURES OR SYMBOLS MAY BE EXAGGERATED IN SCALE FOR CLARITY. THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.
10. DIMENSIONS OF IMPROVEMENTS SHOWN SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.

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Staff Note: Revised Application to change to C-2A



CITY OF
MOUNT
DORA

City of Mount Dora
Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7112
Fax: 352-735-7191

E-mail: plandev@cityofmoundora.com

REZONING APPLICATION

Date: 1/5/2023

1. Applicant's Name: Lingyan Chen
 Company's Name: Orange Lake Development LLC
 Address: 2432 Dahlgren Way
 City, State & Zip: Winter garden FL 34787
 Phone: 4074632449 E-mail: orangelakeflorida@gmail.com
2. Owner's Name: Lingyan Chen
 Company's Name: Orange Lake Development LLC
 Address: 2432 Dahlgren Way
 City, State & Zip: Winter garden FL 34787
 Phone: 4074632449 E-mail: Orangelakeflorida@gmail.com
3. The property generally located and list adjacent streets: ID #19-19-27-0406
- 006-00001
Altenate Key 147352
4. The address(s) of the property: 0.5 Hwy 441 Mount Dora FL 32757
5. Size of property in Acres: 2.11 Square Feet: 91751
6. Current Zoning District: PLI
7. Requested Zoning District: C-2
8. Future Land Use Category: Current PLI, Apply for C-2
9. Present use and structures on the property (list number of residential dwelling units):
Vacant lots

10. Building Size (Existing): x

11. Proposed use of property: _____

Small strip center, and office mix or self storage.

12. State the reason for this request, per Section 3.3 of the City's land Development Code (attached additional sheets and support data):

PLI change to C-2, build strip center under

20,000 SF

13. Is the proposed use permissible in the requested district? yes

14. Surrounding Future Land Use, Zoning, and Existing Use by City/County (fill-in table):

Direction	City/County	FLU	Zoning	Existing Use(s)
North				
South				
East				
West				

(districts/categories may be abbreviated)

CERTIFICATION AND SIGNATURE

AFFIDAVIT

I, Lingyan Chen, being first duly sworn, depose and say that I apply for the request contained herein, and that all answers, information, sketches, data and other supplementary matter attached to or included herewith as part of this application, are accurate and true to the best on my knowledge and belief.


Signature of Applicant

Lingyan Chen
Print or Type Name

STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Orange
CITY OF ~~MOUNT DORA~~ Winter Garden

The foregoing instrument was acknowledged before me this 10th day of January 2023 by Lingyan Chen who is personally known to me or who has produced FL DL exp. 04/23/2028 as identification and who did or did not take an oath. *By means of physical presence*

SEAL:



Angel Otero
State of Florida
My Commission Expires 08/08/2023
Commission No. GG 363974


Notary Public

Angel Otero
Print or Type Name

Janiszewski, Michele

From: Selena Chen <orangelakeflorida@gmail.com>
Sent: Tuesday, January 3, 2023 11:48 PM
To: Janiszewski, Michele
Subject: Re: Rezoning Application

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

Yes, I wish.

Thank you!

Sent from my iPhone

On Jan 3, 2023, at 3:33 PM, Janiszewski, Michele <janiszewskim@ci.mount-dora.fl.us> wrote:

Good Afternoon,

Can you confirm that you wish to proceed with rezoning the property to C-2A in lieu of the originally requested C-3?

Thank you,



Michele Janiszewski, AICP
Senior Planner

T: (352) 735-7112 Ext. 1712

Email: janiszewskim@cityofmountdora.com

City of Mount Dora
510 N Baker St
Mount Dora, FL 32757

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution, is prohibited. If you are not the intended recipient, contact the sender by replying to the e-mail and destroy all copies of the original message.

PUBLIC RECORDS NOTICE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. Per FLORIDA STATUTE SECTION 119.12: Public record requests to inspect or copy public records may be made to the city's custodian of public records, City Clerk, at: 510 N. Baker Street, Mount Dora, Florida 32757, or via email to: clerk@ci.mount-dora.fl.us or via telephone at: (352)735-7126. Per Florida Statute 119.12, if you wish to assert that you were denied access to inspect or copy a public record, you must provide a written notice to the city's custodian of records, identifying it as a public records request, at least five business days before filing a civil action. The notice period begins on the day the written notice of the request is received by the custodian of public records, excluding Saturday, Sunday, and legal holidays, and runs until 5 business days have elapsed. The contact information for the agency's custodian of public records is posted in the agency's primary administrative building in which public records are routinely created, sent, received, maintained, and requested and on the agency's website.

ATTACHMENT #3

NOTICE OF PROPOSED ENACTMENT ORDINANCE NO. 2023-02 CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-02. The final public hearing on the ordinance will be held on Tuesday, February 7, 2023 at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2023-02 is as follows:

ORDINANCE NO: 2023-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF U.S. HIGHWAY 441 AND EAST CROOKED LAKE DRIVE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: January 27, 2023

NOTICE OF ZONING CHANGE

ORDINANCE NO. 2023-02

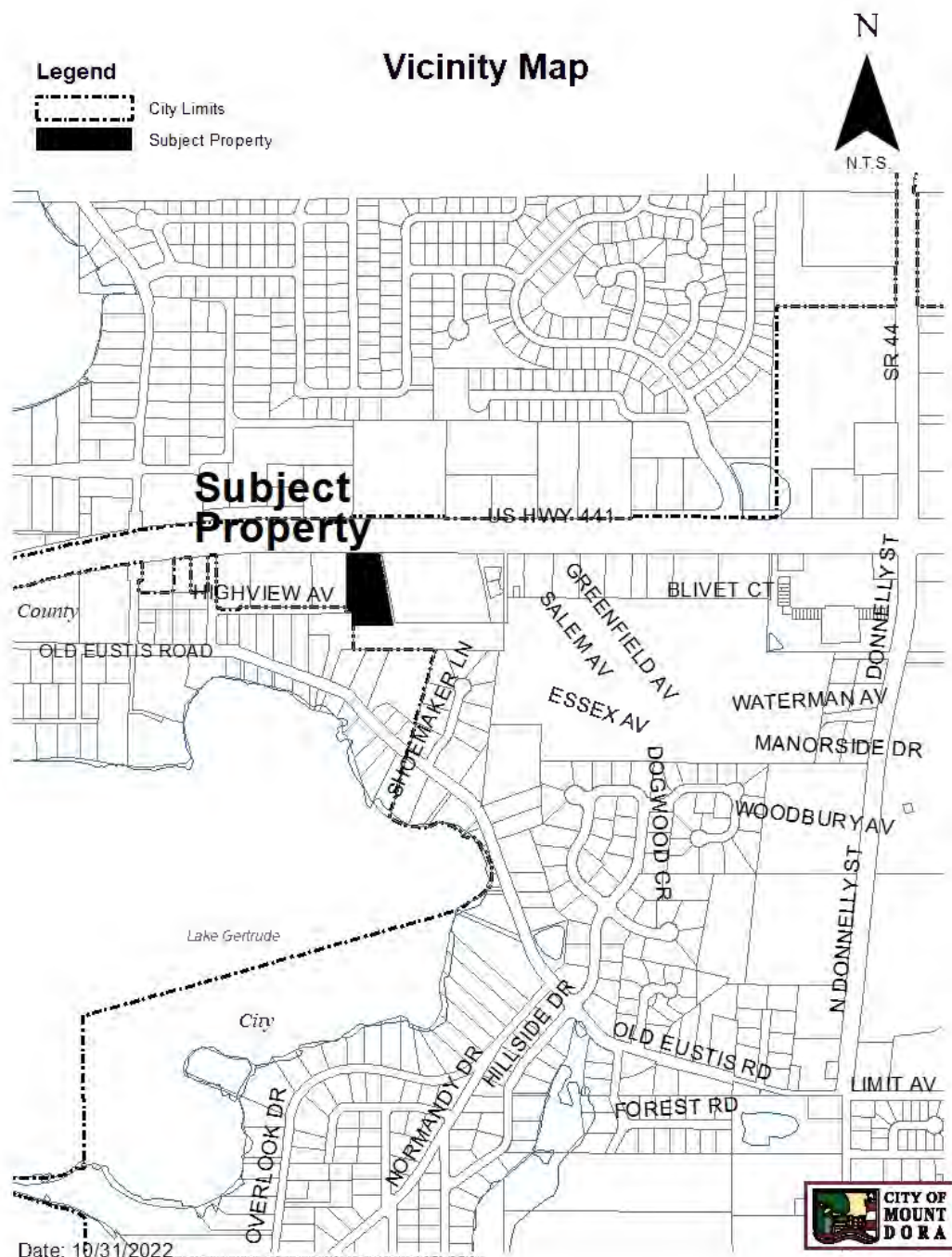
CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida will conduct a public hearing to consider the adoption of Ordinance No. 2023-02 for proposed changes to the City of Mount Dora Zoning Map. The title and substance of proposed Ordinance is as follows:

ORDINANCE NO: 2023-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF U.S. HIGHWAY 441 AND EAST CROOKED LAKE DRIVE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Further, the adoption of Ordinance No. 2023-02 includes a Zoning Map Amendment changing certain lands from PL/I to C-2A as depicted on the map of this advertisement below:



The City Council of the City of Mount Dora, Florida will conduct a public hearing to consider the adoption of Ordinance No. 2023-02 on **Tuesday, February 7, 2023**. This meeting will be held at City Hall, 510 North Baker Street, Mount Dora, Florida and will begin at 6:00 p.m., or as soon thereafter as possible

Interested parties may appear at the meeting and be heard with respect to the proposed change in zoning.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the Planning and Development Department, City Hall, 510 North Baker Street, Mount Dora, Florida between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Notice: If any person decides to appeal any decision made at this meeting with respect to any matter considered at this meeting such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made, which records include the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the American with Disabilities Act persons with disabilities needing special accommodations to participate in this proceeding shall contact the Planning and Development Department no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay service numbers (800) 955-8771 (TDD), or (800) 955-8770 (Voice) for assistance.

For Questions or Comments, please email staff at **planningcomments@cityofmounddora.com**.

Title in 18 point
2 column, 10.5 inch; Non-legal
Publish: January 27, 2023

ORDINANCE NO: 2023-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF U.S. HIGHWAY 441 AND EAST CROOKED LAKE DRIVE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Orange Lake Development, LLC as the fee simple owners of the property submitted an application to the City of Mount Dora requesting a zoning district classification change and a Zoning Map amendment for that property located on the South side of U.S. Highway 441 and East Crooked Lake Drive, as depicted in **Exhibit “A”** (Property); and

WHEREAS, the requested zoning district classification change and Zoning Map amendment are consistent with the City of Mount Dora Comprehensive Plan 2045 and meet the criteria established by Florida Statutes, Chapter 166; and

WHEREAS, pursuant to applicable law, notice has been given to Lake County and to the public by publication in a newspaper of general circulation in the City; and

WHEREAS, on December 21, 2022, the City of Mount Dora Planning and Zoning Commission approved the requested zoning district classification change and Zoning Map Amendment; and

WHEREAS, the City of Mount Dora held a duly noticed public hearing on the proposed zoning district classification change for the Property to Peripheral Commercial (C-2A), considered the findings and advice of staff and considered the written information, oral comments and supporting data and analysis provided by citizens and all interested parties; and

WHEREAS, the City of Mount Dora finds such zoning district classification change and Zoning Map amendment serves a legitimate public purpose and is in the best interest of the health, safety and welfare of the citizens of the City of Mount Dora, Florida.

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

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted as legislative findings and intent of the City of Mount Dora.

SECTION 2. ZONING DISTRICT CLASSIFICATION CHANGE. Pursuant to City of Mount Dora Land Development Code, Chapter III, the Property as more particularly described below is hereby rezoned and assigned the Peripheral Commercial (C-2A) zoning classification:

That part of Mountain View Subdivision, according to the plat thereof recorded in Plat Book 9, Page 49, Public Records of Lake County, Florida, and that part of the Northwest 1/4 of Section 19, Township 19 South, Range 27 East, Lake County, Florida, bounded and described as follows: Begin 48.50 feet East of the West line of Block "B" of said Mountain View Subdivision, said Point being on the South Right-Of-Way line of Highway No. 441, and run South 89°57'40" West along said South Right-Of-Way line of Highway No. 441 a distance of 68.50 feet to a concrete monument labeled L.B. 707; thence South 00°02'30" East, 336.33 feet to a concrete monument labeled L. B. 707; thence South 89°51'15" East, 40.00 feet to a concrete monument labeled L.B. 707; thence South 00°02'30" East, 79.07 feet to an iron pin labeled L.B. 707 and a Point hereby designated as Point "A"; return to the Point of Beginning and run North 89°57'40" East along said South Right-Of-Way line of Highway No. 441 a distance of 132.00 feet to a concrete monument labeled LB. 707; thence South 09°26'56" East, 421.91 feet to an iron pin labeled L.B. 707; thence North 89°51'42" West, 229.34 feet to the aforementioned Point "A".

Containing 2.11 Acres More or Less.

SECTION 3. OFFICIAL ZONING MAP AMENDMENT. The Official City Zoning Map of the City of Mount Dora shall be amended to conform to the zoning assignment approved in Section 2 of this Ordinance.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are 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 effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of the City of Mount Dora pertaining to the zoning district classification change and Zoning Map amendment related to the Property, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the City of Mount Dora Code of Ordinances. 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.

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. SEVERABILITY. If any Section or portion of a Section of this Ordinance 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 Ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption; however, shall become effective only after City of Mount Dora Ordinance 2023-01, adopting a small-scale comprehensive plan amendment to change the land use designation on the Property to Commercial, becomes effective.

FIRST READING: January 17, 2023

SECOND READING: February 7, 2023

PASSED AND ADOPTED this 7th day of February 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

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

Sherry G. Sutphen, City Attorney

EXHIBIT “A”
Property Depiction (Map)

Vicinity Map

Legend



City Limits

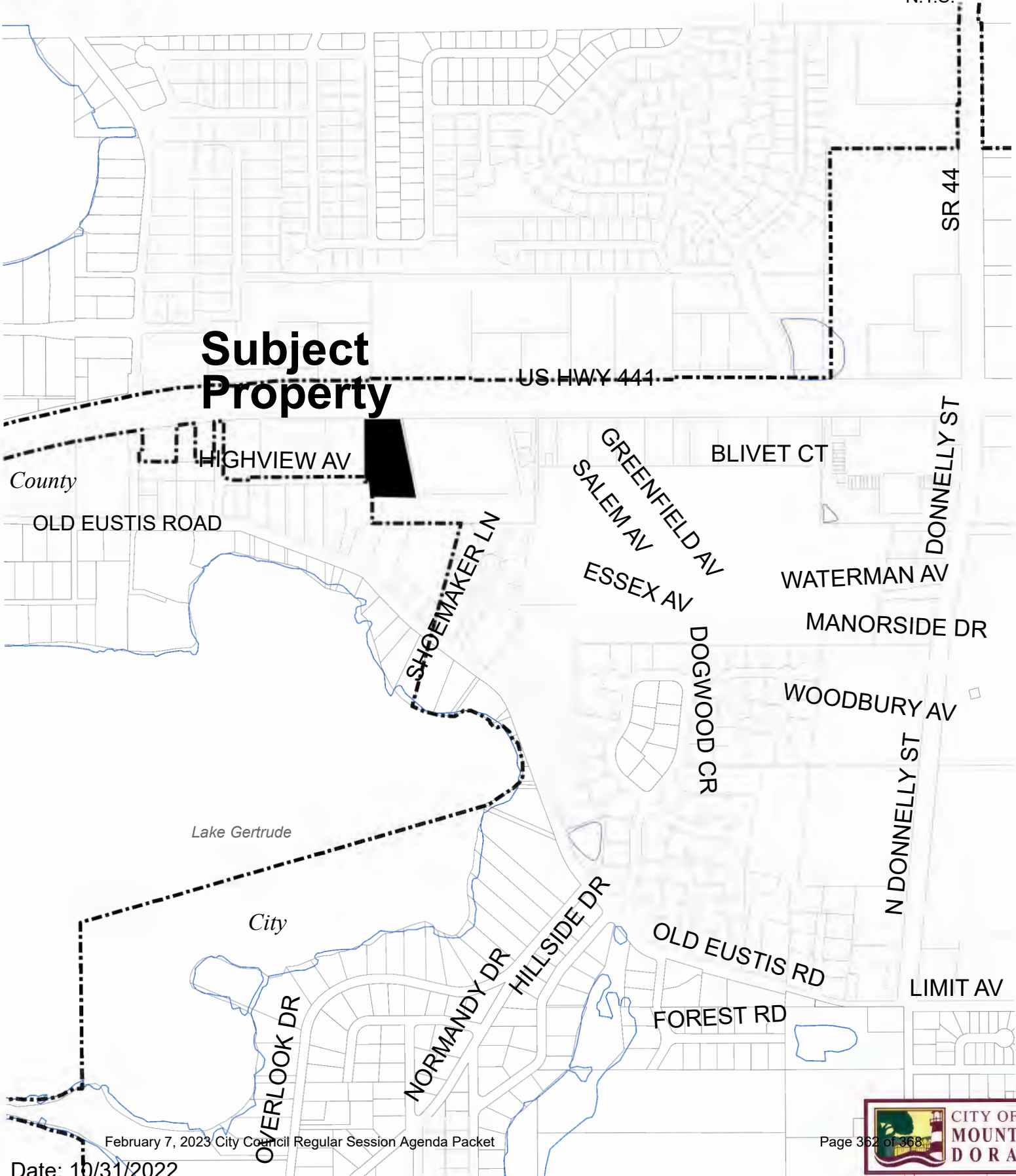


Subject Property

N



N.T.S.



**Subject
Property**

County

OLD EUSTIS ROAD

Lake Gertrude

City





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

DATE: February 7, 2023

TO: Honorable Mayor and City Council Members

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

SUBJECT: Parking Ticket Fines

Introduction:

This is an opportunity for City Council to discuss parking ticket fines.

Discussion:

Due to ongoing complaints regarding boat trailer parking near the Tremain Street boat ramp, the City is exploring the idea of establishing certain specific parking violations and implementing an enhanced fine to reduce intentional parking violations and to improve roadway safety.

The City's Code of Ordinances currently addresses "truck and trailer parking" in Sec. 42-34, which restricts parking of boat trailers, among other types of trailers and vehicles, adjacent to residential property. The fine associated with this violation is \$75.00 (Attachment #1).

Staff recommends adding language to the City's parking ordinances that makes it unlawful to park a vehicle and boat trailer on the roadway in violation of a traffic control device (or sign), in a location blocking access to a commercial refuse container, upon a two way street in such a manner or under such conditions so as to prevent two way traffic movement, upon any sidewalk so as to obstruct any portion of such sidewalk with the vehicle or trailer and establish a \$75.00 fine for the violation.

See Attachment #2 for a list of parking violation fine amounts enforced in neighboring cities.

Budget Impact:

There is no budget impact related to this discussion.

Strategic Impact:

Goal 2: Infrastructure/Public Safety

Recommendation:

City Council to consider options for establishing certain specific types of parking violations and provide feedback to staff for preparation of an ordinance.

Attachment(s):

1. Attachment #1 Sec. 42-34. Truck and Trailer Parking and Operations. Mount Dora, FL Code of Ordinances
2. Attachment #2 General Parking Ticket Fines 1.27.23

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 2/1/2023

ATTACHMENT #1

Sec. 42-34. - Truck and trailer parking and operation.

- (a) In all residential districts or zones designated R-1AAAA, R-1AAA, R-1AA, R-1A, R-1, R-1B, R-2, and R-3 in the zoning ordinance of the city, no person shall park, cause to be parked, or allow to be parked on his real property or on property which he has under lease, or in the streets, alleys, or parkways abutting such property, any house trailer, recreational vehicle, or commercial vehicle of whatever size or type, including either a tractor or trailer of any type, including, but not limited to, boat trailers, except as provided in the land development regulations of the city. However, pickup trucks and commercial vehicles of van design of 10,000 pounds nominal gross vehicle weight (GVWR) or less may be so parked. Commercial vehicles of any type, however, including those of GVWR at or under 10,000 pounds, may be permitted, only if such vehicles can be parked in a manner that will not interfere with the traffic flow or character of the neighborhood. The term "commercial vehicle" shall also include normally private vehicles which are driven by a person in the performance of driving services for which the person is paid.
- (b) No truck in excess of 10,000 pounds GVWR will be permitted on any streets, except on established truck routes or as permitted as follows:
 - (1) These prohibitions shall not apply to owners while construction is in progress on their property, nor does it prohibit routine deliveries by tradesmen or the use of trucks in making service calls, nor does it apply to a situation where a truck becomes disabled or, as a result of an emergency, is required to be parked on or abutting property or streets within the city, provided such vehicle is removed within 24 hours after the vehicle became disabled.
 - (2) These prohibitions shall not apply to ambulances and school buses while on official business, boat trailers parked at boat ramps, and recreational vehicles parked in conformance with the land development requirements of the city or parked for no more than 24 hours for the purpose of loading or unloading the same in any 72-hour period.
- (c) In areas designated R-1A, R-1, R-2 or R-3 which are being utilized for agricultural uses as permitted by the land development requirements of the city, such machinery and vehicles necessary for cultivation and harvest may be used in such a manner as not to interfere with the traffic flow or character of the neighborhood. This shall not include caretaker vehicles, house trailers, recreational vehicles, etc.
- (d) It shall be unlawful, and a violation of this article, for the owner of property located within the city, regardless of the property's zoning classification or use, or for the owner of any road tractor, semitrailer, straight truck, tandem trailer truck, or truck tractor, to park on, cause to be parked on, or allow to be parked on the real property in question, except for the purpose of actively loading and unloading, unless otherwise provided for herein. Notwithstanding the provisions of this subsection, such prohibited parking is allowed on property zoned M-1 and M-2 so long as the parking is in conjunction with a business located on the property, and such business has not

been established to allow such parking and related services (e.g., a truck stop). Further, this subsection shall not operate to prevent such parking by the city on city-owned property, nor by civic groups on property donated to the group in question by the city.

(Code 1995, § 82.230; Ord. No. 625, § 1(20-90), 12-7-1993; Ord. No. 650, § 2, 12-6-1994; Ord. No. 683, § 1, 1-21-1997; Ord. No. 697, § 1, 6-3-1997; Ord. No. 957, § 4, 8-21-2007)

ATTACHMENT #2

General Parking Ticket Fines:

Mount Dora – General is \$25

- (1) Handicap parking: \$250.00
- (2) Violations of subsection 42-34(d): \$75.00
- (3) Fire hydrant and fire zone violations: \$35.00
- (4) All other violations: \$25.00
- (5) Late payment: \$10.00

Eustis – General is \$25

There is adopted the following schedule of civil penalties for parking violations occurring within the city for which payment may be made at the parking fines unit:

- (1) No parking any time\$ 25.00*
- (2) No parking, stopping or standing25.00*
- (3) No parking here to corner25.00*
- (4) No parking between signs25.00*
- (5) No parking this side25.00*
- (6) No parking emergency25.00*
- (7) No parking on parkway25.00*
- (8) No parking during posted hours25.00*
- (9) No parking passenger loading25.00*
- (10) No parking, bus space25.00*
- (11) No parking, taxi stand25.00*
- (12) No parking any time, freight loading zone25.00*
- (13) No parking, parking for assigned personnel25.00*
- (14) No parking, official vehicles only25.00*
- (15) No parking, law enforcement vehicles25.00*
- (16) No parking, police car only25.00*
- (17) No parking, county prison van25.00*
- (18) No parking except U.S. Marshal25.00*
- (19) No parking, patient loading zone25.00*
- (20) No parking, yellow or red curb25.00*
- (21) No parking on sidewalk25.00*
- (22) No parking on crosswalk25.00*
- (23) No parking blocking driveway25.00*
- (24) No parking blocking dumpster25.00*
- (25) No parking blocking wheelchair ramp25.00*
- (26) No parking within 30 feet of traffic control device25.00*
- (27) No parking within 30 feet of railroad crossing25.00*
- (28) Improper parking, obstructing traffic25.00*
- (29) Improper parking, left wheels to curb (on two-way street)25.00*
- (30) Improper parking, wrong way on one-way street (parked facing opposite flow of traffic)25.00*
- (31) Improper parking, backing in25.00*
- (32) Parking in fire lane35.00*
- (33) Blocking fire hydrant35.00*
- (34) Permit parking only25.00*
- (35) Parking by disabled permit only250.00*
- (36) Parking overtime (limited authorized in zone)25.00*

ATTACHMENT #2

(37) Parking over line25.00*

(38) Parking of truck tractor, trailer or vehicle of more than two axles in area classified as residential50.00*

Tavares – General is \$25

The following civil penalties shall be imposed upon the owner of any motor vehicle found to be stopped, standing or parked in violation of an ordinance or state law as follows:

(1) Parking as prohibited by section 13-49(1)\$25.00

(2) At any location where prohibited by section 13-49(1) or (3)25.00

(3) Parking in a space provided for certain disabled persons as prohibited by section 13-49(2)250.00

(4) Failing to pay civil penalties within five (5) days of receipt of notice as specified in this section, per violation25.00

(5) Parking as prohibited by any other section of this chapter25.00

Clermont – General is \$25

1st 10 days.....\$25.00

Fine after not paid by the 11th day.....\$50.00

Groveland – General is \$45

(a) The following civil penalties shall be imposed upon the owner of any motor vehicle found to be in violation of the following sections of this chapter:

(1) Parking in violation of restricted signs, section 74-111\$ 45.00

(2) Parallel parking restricted, section 74-11245.00

(3) Parking requirements, disabilities, section 74-113255.00

(4) Parking, driving restricted, section 74-11445.00

(b) The following civil penalties shall be imposed upon the driver of any motor vehicle found to be in violation of the following sections of this chapter:

(1) Parking in violation of restricted signs, section 74-111\$ 45.00

(2) Weight restrictions, section 74-245.00

(3) Parking, driving restricted, section 74-11445.00